



Auction Pack

Windmill Farm

Burned Road, Shelf.

Halifax.

HX3 7PT

## **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)



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers **Windmill Farm Burned Road Shelf HX3 7PT**

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

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

## CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

### **Important Notice**

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

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

## Glossary

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

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

Wherever it makes sense:

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

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

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

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

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

### AUCTION

The AUCTION advertised in the CATALOGUE.

## **AUCTION CONDUCT CONDITIONS**

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

### **Auctioneers**

The Auctioneers at the AUCTION.

### **BUSINESS DAY**

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

### **BUYER**

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

### **BUYER INFORMATION PACK T**

The pack of documents relating to the Property.

### **CATALOGUE**

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

### **COMPLETION**

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

### **Condition**

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## **CONTRACT**

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

## **CONTRACT DATE**

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 participates 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.

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:*

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## 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:*

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## 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.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

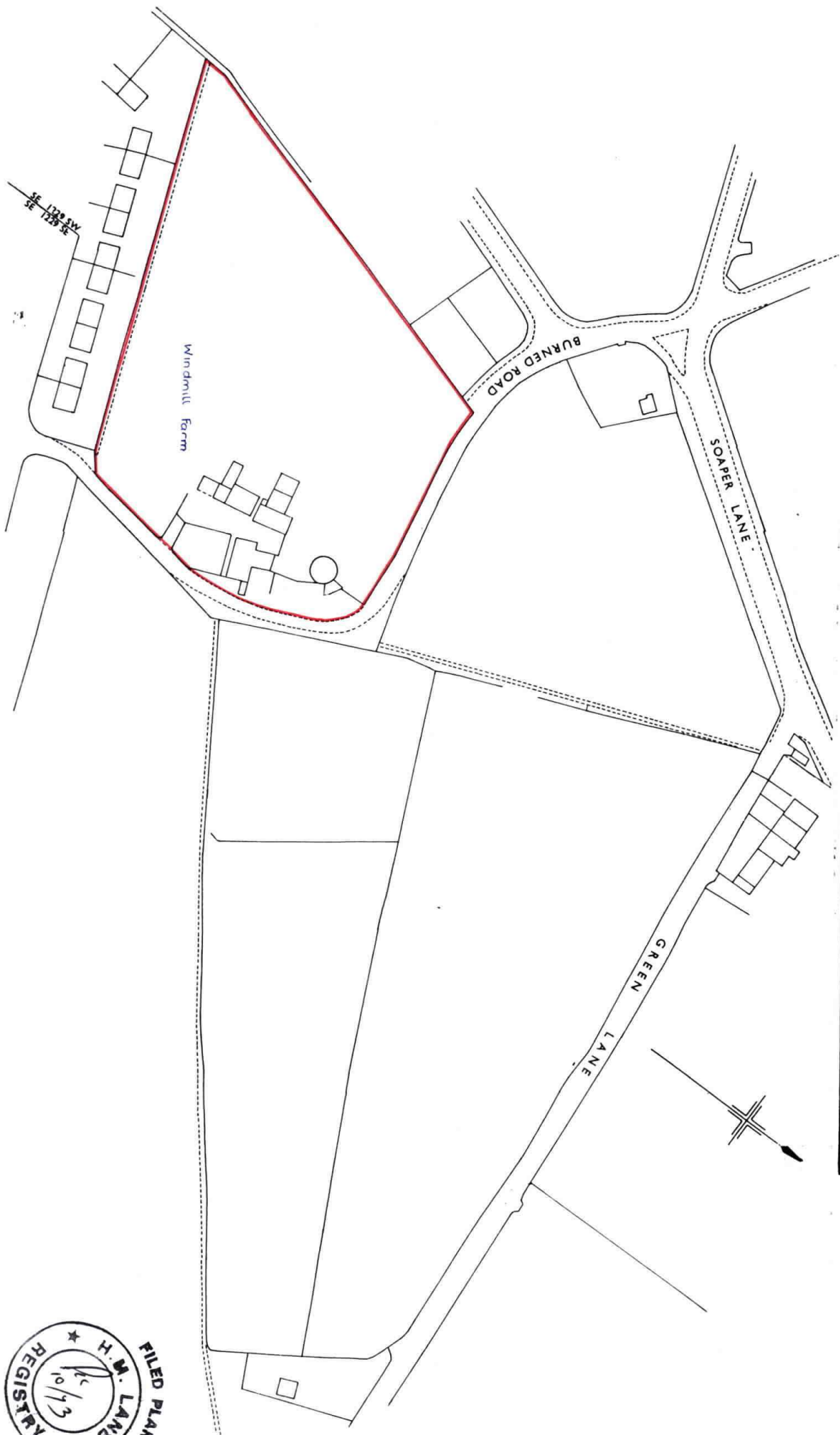
- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 30 April 2025 shows the state of this title plan on 16 April 2025 at 15:22:47. 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	
ORDNANCE SURVEY		WYK538044	
PLAN REFERENCE	SE 1229 SW SE 1229SE	SECTION	Scale 1/1250
COUNTY	WEST YORKSHIRE	CALDERDALE DISTRICT	© Crown Copyright 1978



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.

Applications are pending in HM Land Registry, which have not been completed against this title.



# Official copy of register of title

Title number WYK538044

Edition date 28.04.2022

- This official copy shows the entries on the register of title on 16 APR 2025 at 15:22:47.
- 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 30 Apr 2025.
- 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 : CALDERDALE

- 1 (05.09.1978) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Windmill Farm, Burned Road, Halifax (HX3 7PT).
- 2 The mines and minerals are excepted.

## B: Proprietorship Register

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

### Title absolute

- 1 (10.03.2005) PROPRIETOR: ROBERT CHARLES COOPER and COLIN MICHAEL SHIRES of 42 Doncaster Road, Barnsley S70 1TL.
- 2 (10.03.2005) The price stated to have been paid on 18 February 2005 was £400,000.
- 3 (10.03.2005) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (14.01.2019) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by David Millar of 2040 Kaye Road, Nanoose Bay, British Columbia, Canada V9P 9L2 and of 19 Church Street, Ventnor, Isle of Wight PO38 1SN or his conveyancer.
- 5 (17.05.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Berkeley De Veer Limited (Co. Regn. No. 08859036) of Thorp Arch

## B: Proprietorship Register continued

Grange, Walton Road, Thorp Arch, Wetherby LS23 7BA or its conveyancer.

## C: Charges Register

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

- 1 The land is subject to the rights granted by a Deed dated 22 March 1961 made between (1) Harold Illingworth and Nellie Illingworth (2) The Halifax Building Society and (3) Hebb Bros.(Builders) Limited.

*NOTE: Copy filed under WYK145730.*

- 2 (14.08.2008) REGISTERED CHARGE dated 11 August 2008.
- 3 (14.08.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.
- 4 (17.05.2021) UNILATERAL NOTICE in respect of a contract for sale contained in an agreement dated 12 May 2021 made between (1) Robert Charles Cooper and Colin Michael Shires and (2) Berkeley De Veer Limited.
- 5 (17.05.2021) BENEFICIARY: Berkeley De Veer Limited (Co. Regn. No. 08859036) of Thorp Arch Grange, Walton Road, Thorp Arch, Wetherby LS23 7BA.
- 6 (28.04.2022) UNILATERAL NOTICE in respect of a Deed of Variation dated 27 April 2022 to an Agreement dated 12 May 2021 made between (1) Robert Charles Cooper and Colin Michael Shires and (2) Berkeley De Veer Limited.
- 7 (28.04.2022) BENEFICIARY: Berkeley De Veer Limited (Co. Regn. No. 08859036) of Avant House 6 and 9 Tallys End, Barlborough, Chesterfield S43 4WP.

End of register

## OneSearch Express (Auction)

Landmark Estate Agency Services  
Unit 3-5 Willow Mill  
Fell View  
Caton  
Lancaster

**Covered Property Address:** Windmill Farm  
Burned Road  
Halifax  
HX3 7PT

**Date:** 01/05/2025  
**Your Ref:** Searches/HX37PT/WYK538044  
**Report No:** 06724160  
**Client Ref:** Searches/HX37PT/WYK538044  
**Policy No:** 401811

**Insured Persons:**

**Lender:**

Your Express policy has now been instructed.

Please find enclosed your data report and policy document, which you should read to ensure that you fully understand the terms and conditions within.

### How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

# Express Data Report

## Important Note

This report provides supplementary data to complement your policy, and contains real-time Local Enquiries information captured by our in-house data team.

## About This Report

### Purpose

**Express Data Report**

### Property:

Windmill Farm  
Burned Road  
Halifax  
HX3 7PT

Calderdale Metropolitan Borough Cc  
Local Authority Code: 4710

### Policy Number

401811

### Your Reference:

Searches/HX37PT/WYK538044

### Prepared by:

pbogan

### Invoice Number:

E26147657

### Date:

01/05/2025



Planning Designations and Proposals

**Identified**



Planning Permissions

**Yes**



Nearby Road Schemes

**No**



Nearby Railway Schemes

**Identified**



Traffic Schemes

**No**

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](mailto:cs@onesearchdirect.co.uk)

## Planning Designations and Proposals

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

Borough Boundary	-	-
Local Plans	Borough Boundary	
Calderdale Local Plan	Submission Draft	11/01/2019
Local Plans	Proposed Surface Coal Safeguarding Area Buffer	
Local Plans	Coal Resource Areas	
Proposal Map	Submission Draft	11/01/2019
Local Plans	MSA - Surface Coal	
Local Plans	Green Belt	
Local Plans	Critical Drainage Ares	
Local Plans	Leeds Bradford Safeguarding Zone	
Local Plans	Leeds Bradford Airport Consultation Zone	
Replacement Calderdale Unitary Development Plan Adopted	Adopted	25/08/2006
Local Plan Policy	Borough Boundary	

### 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 (refer to Service Contact Details Sheet).*

## Planning Decisions and Pending Applications

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

(a) Planning Permissions			Yes
	Decision	Date	Application Type
96/00592/FUL <b>Proposal</b> Two storey domestic extension	Approved	1-May-1996	Planning
05/00784/FUL <b>Proposal</b> Demolition of all existing industrial buildings and construction of four two-bedroom bungalows and two one-bedroom bungalows	Appeal Dismissed	19-Jan-2006	Planning
07/00704/191 <b>Proposal</b> Buildings used in conjunction with Norton Refrigeration Ltd for the industrial purpose of servicing and refurbishing commercial refrigeration equipment (Lawful Development Certificate)	Appeal Withdrawn	20-May-2008	Planning
07/02263/191 <b>Proposal</b> Storage of commercial refrigeration equipment in conjunction with the business Norton Refrigeration Ltd (Lawful Development Certificate)	Approved	21-Dec-2007	Planning
08/01437/COU <b>Proposal</b> Change of use to mixed residential and child nursery (retrospective).	Approved	4-Nov-2008	Planning
(b) Listed Building Consents			None
(c) Conservation Area Consents			None
(d) Certificate of Lawfulness of Existing Use or Development			Yes
	Decision	Date	Application Type
06/00617/191 <b>Proposal</b> Use of buildings for industrial purposes (Lawful Development Certificate)	Refused	5-Jun-2006	Cert of Lawfulness
<b>Section 1.1 (e) Certificate of Lawfulness of Proposed Use or Development</b>			None
<b>Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings</b>			None
<b>Section 1.1 (g) A Heritage Partnership Agreement</b>			None
<b>Section 1.1 (h) A Listed Building Consent Order</b>			None
<b>Section 1.1 (i) a local listed building consent order</b>			None
<b>Informative</b> <i>The Local Authority's computerised records of planning documents do not extend back before 01/01/1988 and replies will only cover the period since that date. If earlier history is required, please contact the Planning Department - refer to search information sheet for contact details</i>			

## Land Required for Public Purposes

Is the property included in land required for public purposes?

No

## Land to be Acquired for Road Works

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

No



## Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following?		No
<ul style="list-style-type: none"> <li>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</li> <li>(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;</li> <li>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving- <ul style="list-style-type: none"> <li>i) Construction of a roundabout (other than a mini-roundabout); or</li> <li>ii) Widening by construction of one or more additional traffic lanes;</li> </ul> </li> <li>(d) The outer limits of- <ul style="list-style-type: none"> <li>i) Construction of a new road to be built by a local authority</li> <li>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</li> <li>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</li> </ul> </li> <li>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</li> <li>(f) The outer limits of- <ul style="list-style-type: none"> <li>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;</li> <li>ii) Construction of a roundabout (other than a mini-roundabout); or</li> <li>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</li> </ul> </li> </ul>		
<p><b>Informative</b>  <i>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.</i></p>		

## Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?		No
<p><b>Informative</b>  <i>Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.</i></p>		

Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?		Yes
<b>Scheme Type</b>	<b>Proposal</b>	
Potential Elland Rail Station	Potential Elland Rail Station	
<p><b>Informative</b>  <i>Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.</i></p>		

## Traffic Schemes

<p>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:</p>	No
<p>(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?</p>	
<p><b>Informative</b>  <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></p>	
<p><b>Informative</b>  <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></p>	

## Outstanding Notices

<p>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:-</p>	No
<p>(a) Building Works;          (b) Environment;          (c) Health and Safety;          (d) Housing;          (e) Highways; or          (f) Public health?          (g) Flood and coastal erosion risk management</p>	

## Contravention of Building Regulations

<p>Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations</p>	No
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## Notices, Orders, Directions and Proceedings under Planning Acts

<p>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:-</p>	
(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	

### Community Infrastructure Levy (CIL)

Is there a CIL charging schedule?	No
-----------------------------------	----

### Conservation Areas

Do the following apply in relation to the property:-	No
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

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
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## Radon Gas

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

No

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

### Informative

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

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

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

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

## Assets of Community Value

(a) Has the property been nominated as an asset of community value? If so:-		No
(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

# Service Contact Details

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## Calderdale Metropolitan Borough Council

Calderdale Register Office  
Spring Hall  
Huddersfield Road  
Halifax  
HX3 0AQ



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## Calderdale Council

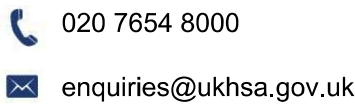
Calderdale Metropolitan Borough Council  
Regeneration & Development Department Northgate House  
Northgate  
Halifax  
HX1 1UN  
01422 392237



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## UK Health Security Agency

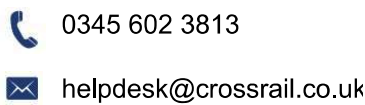
UK Health Security Agency  
10 South Colonnade  
London  
E14 4PU



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## Crossrail

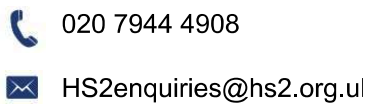
8 Cavell Mews  
Flitwick  
Bedford  
MK45 1GT



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## HS2

28 Larch Road  
Dartford  
DA1 2LF



## Notes

### The Search Company

1. This data report was prepared and 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 U OneSearch will disclose on the data 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 report. 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 report.

### Terms for Preparation of Report

4. This data 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 data 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 name and address of the relevant local authority is **Calderdale Metropolitan Borough Council at Calderdale Register Office, Spring Hall, Huddersfield Road, Halifax, West Yorkshire, HX3 0AQ**. 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 OneSearch on 0800 052 0117 or by e-mailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk). The searches from which the data report was prepared were completed on the date this 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 report are disclosed.
7. Planning applications on the property only have been searched. The minimum search period is 10 years.

### Legal Issues

8. The data report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

### Queries

9. Any queries or complaints regarding the content of the data report; the manner in which the report 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](mailto:cs@onesearchdirect.co.uk). Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

### Liability and Insurance

10. 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.
11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

# **NO SEARCH INDEMNITY (BLOCK) FOR USE AT AUCTION**

ISSUED BY  
STEWART TITLE LIMITED



## NO SEARCH INDEMNITY (BLOCK) FOR USE AT AUCTION INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Stewart Title Limited

Stewart Title Limited is a title insurance company 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: 11 Haymarket, London SW1Y 4BP

**Complete pre-contractual and contractual information on this policy is provided in other documents**

## WHAT IS THIS TYPE OF INSURANCE?

No Search Indemnity (Block) for use at Auction



### WHAT IS INSURED?

- ✓ The defect as described in the Defect section of the Policy Schedule which arises from the way you acquired your interest in the Property at auction and your use and ownership of the Property as described in the Policy Schedule.
- ✓ In the event the Property is affected by an adverse entry that would have been revealed on the Policy Date if a local search had been obtained on the Policy Date ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



### WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



### ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
  - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
  - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
  - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
  - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



## WHERE AM I COVERED?

This policy covers you for the Property specified in the Policy Schedule.



## WHAT ARE MY OBLIGATIONS?

- 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 this policy
  - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
  - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
  - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
  - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
  - admission, promise of payment or indemnity
  - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



## WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



## WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



## HOW DO I CANCEL THE CONTRACT?

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 our registered address or email to [Quotes@stewart.com](mailto:Quotes@stewart.com).

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.

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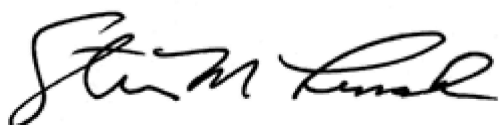
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## **BASIS OF COVER**

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



Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory

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## POLICY SCHEDULE

POLICY NUMBER 401811	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 successful bidder purchasing the Property by Public Auction at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property after the Policy Date

## THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

## THE DEFECT

Up to date searches namely:

1. a search of the local land charges register of the relevant local authority under Form LLC1 and/or
2. an enquiry of the local authority under Form CON29 part (O) and/or part (R) and/or
3. an enquiry of the water and/or sewerage undertaker for the area in which the Property is situated, under Form CON29(DW) and/or
4. a Cheshire Salt Search or other mining/minerals report suitable to the area where the Property is located and/or
5. a local highway search
6. a search of the Record of Ascertainments and/or any other chancel repair liability search have not been requested on or before the Policy Date ("Searches"). The Property may be subject to matter(s) that materially affect the market value of the Property or to a potential liability to contribute towards the cost of repair to a church chancel which would have been revealed in the results of the Searches had they been requested on or before the Policy Date ("Adverse Entry")

## INSURED USE

Continued use of the Property as a single owner occupied or a single investment residential dwelling or flat as in existence at the Policy Date

## EXCLUSION(S)

Any Claim arising from or relating to:

1. any Adverse Entry revealed in any searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
2. consequential loss
3. environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
4. subsidence
5. the Insured or any other party has made an application to the Land Registry for the registration of a Chancel Repair Liability under the Land Registration Act 2002.
6. the costs of repair to any area of a church other than the Chancel or the costs of any improvements to a church
7. any loss or damage to the chancel recoverable under a material damage buildings insurance policy held by the relevant Parochial Church Council or the Representative Body of the Church of Wales

Any Claim arising from any information directly or indirectly supplied to the Insured and/or relied upon by the Insured in any Data Search provided by Onesearch Direct Limited simultaneously with the coverage commencing under this policy.

Any Claim arising where the Property is known on the Policy Date to be subject to a definite liability to contribute towards the cost of repair to a church chancel

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## ADDITIONAL POLICY CLAUSE(S)

### WARRANTY

It is warranted by the Insured that as at the Policy Date neither the Insured nor their legal representative has actual knowledge of any matter which may give rise to a Claim.

### ASSUMPTIONS

The Property has been used as a single residential dwelling or flat for at least the last 12 months and this use will continue. The Insured and/or those acting on behalf of the Insured are not aware of anything relating to the Property (including any information provided by third parties involved in the purchase of the Property), that may give rise to an adverse entry appearing in a search.

Property Information Forms and/or Enquiries before contract will be completed prior to the Auction and/or completion.

No material adverse statements were made by any third party at the Public Auction itself where the Insured was the successful bidder for the Property.

Cover is required where no application for a Chancel "screening" search or full search of the Records of Ascertainment has been carried out which may have revealed a potential chancel liability affecting the Property.

The Title to the Property contains no reference to a chancel repair liability applying and the current owner is not aware of a chancel repair liability applying.

There have been no chancel repair demands received or made and no enquiries exchanged with the church authorities relating to the chancel repair liability.

### LIMIT OF INDEMNITY

(Up to £ per Property)

£1,500,000.00

### PREMIUM

(£ inclusive of I.P.T)

£54.00

**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 Searches not having been requested on the Policy Date 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 Institution 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 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: 401811

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, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://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: 11 Haymarket, London SW1Y 4BP.



**Last Revised:** *August, 2018*

#### Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at [www.stewartsolution.com/Documents/PrivacyPolicy.pdf](http://www.stewartsolution.com/Documents/PrivacyPolicy.pdf) or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:	Europe: <a href="mailto:PrivacyEU@stewart.com">PrivacyEU@stewart.com</a> UK: <a href="mailto:PrivacyUK@stewart.com">PrivacyUK@stewart.com</a>
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.



**DRAINAGE + WATER  
SEARCHES NETWORK**  
DWSN | SUPPORTING MEMBERS SINCE 2014



Property

Windmill Farm, Burned Road, Halifax,  
West Yorkshire, HX3 7PT

Date of report

02-May-2025

Our reference

CAS-377137-R2Z4Z1

Prepared for

OneSearch Direct

Your reference

OSDDO3333167



Maps



Drainage

2.4 Sewer Within The  
Boundary?  
2.9 Sewerage treatment  
Works?



Water

3.2 Water Mains Within  
Boundary?  
3.5 What is the  
classification of the water  
supply for the property?



Charging

## At a glance

- The property is connected for foul and surface water drainage and a mains water supply.
- It is billed according to the rateable value.
- No S104 agreement is recorded.
- No build over consultation is recorded.
- There are sewers within the boundary.

## Risk Summary Table

Question	Status	Answer
1.1 Where relevant, please include a copy of an extract from the public sewer map.	Green	Included
1.2 Where relevant, please include a copy of an extract from the map of waterworks	Green	Included
2.1 Does foul water from the property drain to a public sewer?	Green	Yes
2.2 Does surface water from the property drain to a public sewer?	Green	Yes
2.3 Is a surface water drainage charge payable?	Green	Yes
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Amber	yes
2.4.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	Green	No
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Green	yes
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	Green	No
2.6 Are any sewers or lateral drains serving or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	Green	No
2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	Green	No
2.8 Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Green	No
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	Amber	See report
3.1 Is the property connected to mains water supply?	Green	Yes
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Red	Yes
3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	Green	No
3.4 Is the property at risk of receiving low water pressure or flow?	Green	No
3.5 What is the classification of the water supply for the property?	Amber	See report
3.6 Please include details of the location of any water meter serving the property.	Green	See report
4.1.1 Who is responsible for providing the sewerage services for the property?	Green	Yorkshire Water
4.1.2 Who is responsible for providing the water services for the property?	Green	Yorkshire Water
4.2 Who bills the property for sewerage services?	Green	Yorkshire Water
4.3 Who bills the property for water services?	Green	Yorkshire Water
4.4 What is the current basis for charging for sewerage and/or water services at the property?	Green	Rateable Value
4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Green	No

## General Provisions

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

## Interpretation of Drainage and Water Enquiry

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

## Enquiries and Responses

This search report was completed by Yorkshire Water Services Limited trading as SafeMove.

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

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

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

## SafeMove Complaints Procedure

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

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

Our contact details are:

SafeMove  
PO Box 99  
Bradford  
BD3 7YB

Free phone: 0333 220 6664

Email: [safemove@yorkshirewater.com](mailto:safemove@yorkshirewater.com)

If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

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

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

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

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

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





Home



Maps



Drainage



Water



Charging



## Maps

### Question 1.1

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



### Answer

A copy of an extract from the public sewer map is included in which the location of the property is identified.

### Question 1.2

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



### Answer

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

1. Assets other than vested water mains may be shown on the plan, for information only.
2. Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these.
3. The extract of the public water main record will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network. The pipe work which runs between the inlet of the water meter box and the public water main is also the responsibility of the householder.





Home



Maps



Drainage



Water



Charging



## Drainage

### Question 2.1

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



Answer

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

### Question 2.2

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



Answer

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

### Question 2.3

**Is a surface water drainage charge payable?**



Answer

Records confirm that a surface water drainage charge is payable for the property at £78.07 for the current financial year.

1. Where surface water charges are payable but after inspection surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
2. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

### Question 2.4

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



Answer

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property. However, from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property. Illustrations of



Home



Maps



Drainage



Water



Charging

typical sewer routes for the most common property types and Yorkshire Water's assessment criteria for building over, or close to, a public sewer are contained within Appendix 2. If any development work is being undertaken within the boundary of the property close to our assets, please contact Developer Services at Yorkshire Water on 0345 120 84 82 for further information.

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

### Question 2.4.1

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



### Answer

The public sewer map indicates that there is no public pumping station within the boundaries of the property. Any ancillary apparatus is shown on the public sewer map and referenced on the legend.

1. Pumping stations installed before 1st July 2011 were transferred into the ownership of Yorkshire Water on 1st October 2016. Pumping stations installed after 1st July 2011 will remain the responsibility of the householder unless they are the subject of an adoption agreement.

### Question 2.5

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



### Answer

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

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.





Home



Maps



Drainage



Water



Charging

2. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.

### Question 2.5.1

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



Answer

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

### Question 2.6

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



Answer

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

### Question 2.7

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



Answer

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

1. As from 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.
2. Prior to 1997 Yorkshire Water had sewerage arrangements



Home



Maps



Drainage



Water



Charging

with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate. Any consultations recorded by Yorkshire Water are limited to the last ten years.

## Question 2.8

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



## Answer

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. At risk properties are defined as those that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Sewerage Undertaker.
6. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the



Home



Maps



Drainage



Water



Charging

Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

## Question 2.9

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



## Answer

The nearest Sewage Treatment Works is HOLLINGWELL HILL/STW which is 2.9 kilometres NW and is the responsibility of Yorkshire Water Services Ltd.

1. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.



Home



Maps



Drainage



Water



Charging

# Water

## Question 3.1 Is the property connected to mains water supply?



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

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



Answer The map of waterworks indicates that there are public water mains, resource mains or discharge pipes within the boundaries of the property. If any development work is being undertaken within the boundary of the property close to our assets, please contact Developer Services at Yorkshire Water on 0345 120 84 82 for further information.

1. The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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



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

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





Home



Maps



Drainage



Water



Charging

Answer

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

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

### Question 3.5

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



Answer

The water supplied to the property is classified as being moderately soft to slightly hard water, which is river/reservoir derived and has an average water hardness of 35.3625mg/l calcium and magnesium. As we have a grid system in place whereby, we can move water around the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.

Hardness Category	Calcium (mg/l)	Calcium Carbonate (mg/l)	English Clark Degrees	French Degrees	German Degrees
Very Soft	<30	<75	<5.3	<7.5	<4.2
Soft	30-50	75 - 125	5.3-8.8	7.5-12.5	4.0-7.0
Moderately Hard	50-100	125 - 250	8.8-17.5	12.5-25.0	7.0-14.0
Hard	100-150	250 - 375	17.5-26.3	25.0-37.5	14.0-21.0
Very Hard	>150	>375	>26.3	>37.5	>21.0



Home



Maps



Drainage



Water



Charging

### Question 3.6

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



Answer

Records indicate that the property is not served by a water meter.

1. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact : Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 0845 1 24 24 24 [www.yorkshirewater.com](http://www.yorkshirewater.com)



Home



Maps



Drainage



Water



Charging

## Charging

### Question 4.1.1

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



Answer

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

### Question 4.1.2

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



Answer

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

### Question 4.2

**Who bills the property for sewerage services?**



Answer

The property is billed for sewerage services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 08451 24 24 24  
www.yorkshirewater.com

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

### Question 4.3

**Who bills the property for water services?**



Answer

The property is billed for water services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 0345 124 24 24  
www.yorkshirewater.com. Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

### Question 4.4

**What is the current basis for charging for sewerage**





Home



Maps



Drainage



Water



Charging

and/or water services at the property?



Answer

The charges are based on the rateable value of the property of £122.00 and the charge for the current financial year is £851.62.

1. Water and Sewerage Companies full charges are set out in their Water and Sewerage Com charges schemes which are available from the Company free of charge upon request.

Question 4.5

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



Answer

There will be no change in the current charging arrangements as a consequence of a change of occupation.

1. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 4.2 and 4.3.



# Appendix 1

## General Interpretation

(1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

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

“bond” means a surety granted by a developer who is a party to an adoption agreement;

“bond waiver” means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

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

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

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

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

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

“effluent” means any liquid, including particles of matter and other substances in suspension in the liquid;

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

“lateral drain” means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under section 104 of that Act (e);

“licensed water supplier” means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

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

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

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

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

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

“public sewer” means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

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

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

(d) otherwise;

“public sewer map” means the map made available under Section 199(5) of the 1991 Act (l);

“resource main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

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

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

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

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

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

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

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

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

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

## Appendix 2

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

### Key

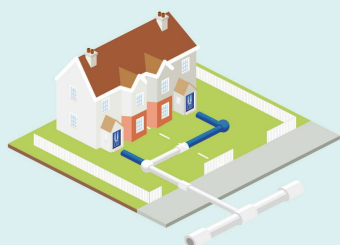


The responsibility of the homeowner



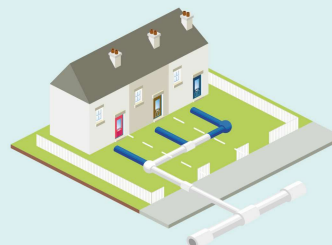
The responsibility of Yorkshire Water

Semi-detached



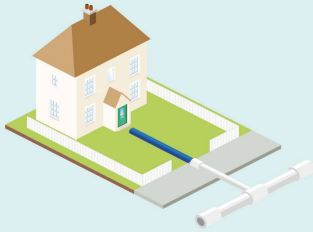
In this example, the private drain in the right-hand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within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

Terraced



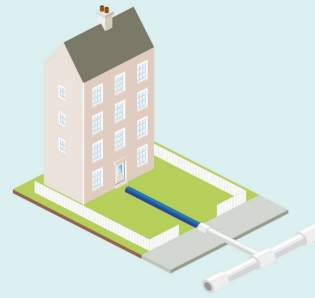
In this example, the private drain in the right-hand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within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

### Detached



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

### Flats



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

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

### Key

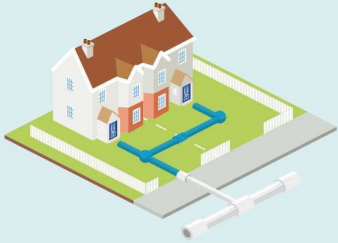


The responsibility of the homeowner



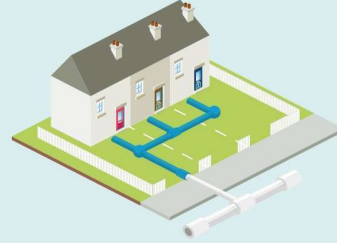
The responsibility of Yorkshire Water

**Semi-detached**



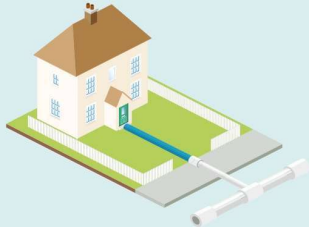
All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.

**Terraced**



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

**Detached**



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

**Flats**



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

# Appendix 3

Water Mains - Yorkshire Water are usually responsible for most of the pipework outside the property boundary. This includes water mains, stop-taps in the road or pavement and the communication pipe leading up to the boundary of your home. The homeowner is usually responsible for all the plumbing inside your home, the pipe between your home and boundary of your property, known as the supply pipe and stop taps on your property (inside or outside). For further information go to <https://www.yorkshirewater.com/your-water/whose-pipe-is-it/>

## Key



Homeowner's responsibility  
Water supply pipe

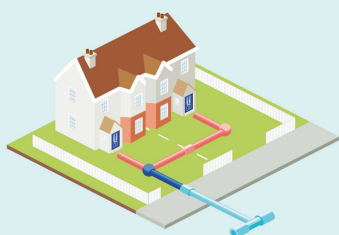


Joint homeowner's responsibility  
Common supply pipe

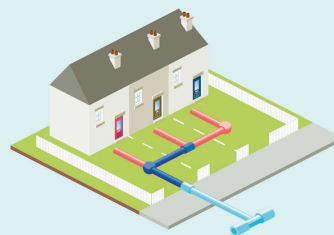


Yorkshire Water's responsibility  
Mains pipe, communication pipe  
and external stop tap

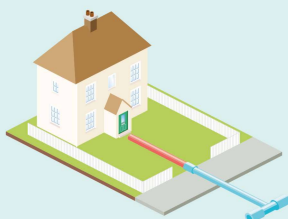
### Semi-detached



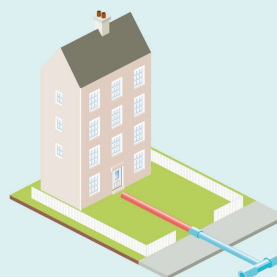
### Terraced



### Detached



### Flats





## Build-Over Guidelines

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

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

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

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

# CON29DW Drainage & Water Terms and Conditions

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

## 1. Definition

- 1.1. Client means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property;
- 1.2. Customer means the person, company, firm or other legal body placing the Order, either on their own behalf as the Client, or, as an agent for a Client;
- 1.3. Order means any request completed by the Customer requesting the Report;
- 1.4. Property means the address or location supplied by the Customer in the Order;
- 1.5. Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and
- 1.6. SafeMove means Yorkshire Water Services Limited (company number 02366682) trading as "SafeMove".

## 2. Agreement

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

## 3. The Report

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



information from appropriate experts and professionals should always be obtained.

- 3.2.3. The information contained in the Report is based upon the accuracy of the address supplied by the Client when placing the order.
- 3.3. The Report may contain opinions of general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4. The position and depth of apparatus shown on any maps attached to the Report are approximate and are furnished as a general guide only. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus. Without prejudice to all other Terms, SafeMove accepts responsibility for the inaccuracy of location, or missing apparatus contained in the Maps within the Report that arise as a result of negligence.

## 4. Liability

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

## 5. Copyright and Confidentiality

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

- 5.4. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 5.5. The customer and the Client agree to indemnify SafeMove against any losses, costs, claims and damage suffered by SafeMove as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.
- 5.6. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London EC2A 1PL and must not be used for any purpose outside the context of the Report.
- 5.7. We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products. For more information please visit [www.dwsn.org.uk](http://www.dwsn.org.uk). The DWSN Standards we comply with are: -
- Promotion of best practice and quality.
  - Maintain adequate insurance.
  - Display the appropriate logos to signify high standards.
  - Respond to complaints in a timely fashion and provide an appropriate escalation procedure
  - Comply with all applicable UK legislation, regulations and industry standards.
  - Act in a professional and honest manner and provide a service with due care and skill.



**DRAINAGE + WATER  
SEARCHES NETWORK**  
DWSN | SUPPORTING MEMBERS SINCE 2014

#### 5.8. The Property Ombudsman scheme (TPOs)

If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

TPOs Contact Details: The Property Ombudsman scheme Milford House 43-55 Milford Street Salisbury SP1 2BP Telephone: 01722 333306 Website: [www.tpos.co.uk](http://www.tpos.co.uk) Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)



## 6. Payment

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

## 7. General

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

# Property Identifier



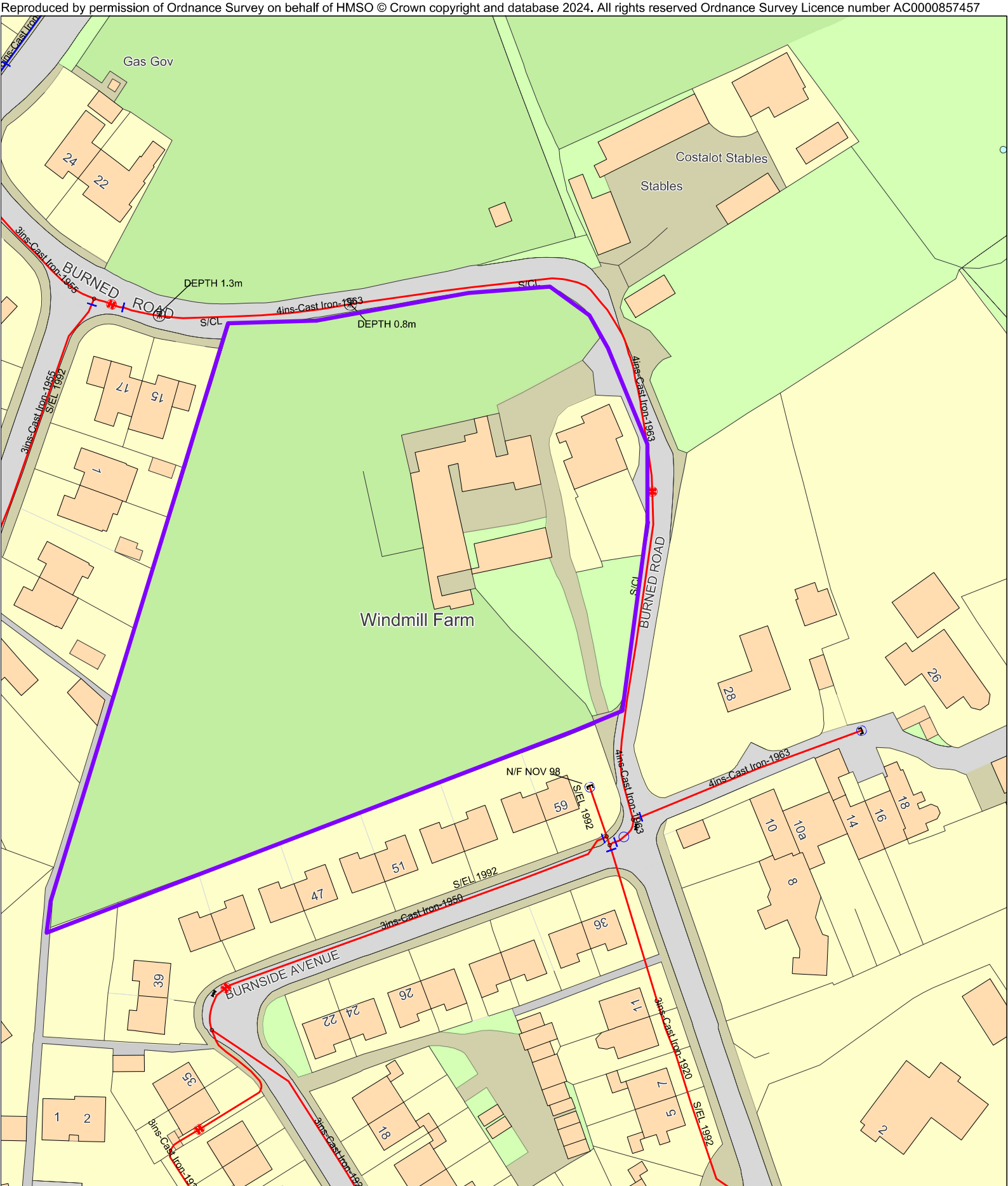
## Sewer Legend

	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Rising Main
	Overflow Sewer		Abandoned Sewer
	Syphone Sewer & Vacuum Sewer		Pumping Station
	Manhole		Sewage Treatment Works

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

## Water Legend

	Water Main 4" and below		The assets in this area are the responsibility of another Water Undertaker
	Water Main 4" and above		
	Raw Water Main		
	Private Water Main		
	Fire Hydrant		
	Pumping Station		



Public Clean Water Network 02/05/2025 08:20:40 OS Grid Coordinates: 412427 : 428967 Map Name : SE1228NW svcGISSafeMovePD





Public Waste Water Network 02/05/2025 08:20:42 OS Grid Coordinates: 412426 : 428962 Map Name : SE1228NW svcGISSafeMovePD