

**ADVANCED
PROPERTY
AUCTION**

AUCTION PACK

Clifton Ville Poultry Farm Stange Lane Halifax
HX3 7PR

**SELL YOUR PROPERTY THE
MODERN WAY**

**A FASTER, SMARTER AND
MORE TRANSPARENT WAY TO SELL**



**SECURE
AND TRANSPARENT**



**QUICKER
SALES**



**NATIONWIDE
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**MAXIMUM
EXPOSURE**

EXPERTISE. TECHNOLOGY. RESULTS.



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential Cliftonville Poultry Farm Stange Lane Halifax HX3 7PR

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

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

CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

Important Notice

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

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

Glossary

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

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

Wherever it makes sense:

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

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

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

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

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE As specified in the CONTRACT.

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

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

ONLINE On our website.

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

RESERVATION AGREEMENT

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

RESERVATION FEE

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

SALE CONDITIONS

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY Schedule

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

TRANSFER

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

We (and Us and Our)

The AUCTIONEERS.

You (and Your) Someone who has seen the CATALOGUE or who attends or bids at or otherwise 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.

Payment of Reservation Fee

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

Grant of exclusivity for Reservation Period and Seller's obligations

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

e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.

3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

Buyer's Obligations

1. In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:

a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;

b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and 14 any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;

c. within five working days after the auction or acceptance of the offer:

i. If the BUYER intends to use a loan in connection with the purchase of the Property, the BUYER shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the BUYER's application as soon as possible including the payment of any application fees;

ii. If the BUYER or the BUYER's mortgagee or lender requires that the Property is surveyed and/or valued, the BUYER will use all reasonable endeavors to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;

iii. Keep the AUCTIONEER and the SELLER's solicitor advised of progress with the application for the loan.

d. Within 5 working days of receiving draft contracts from the SELLER's solicitor, the BUYER must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the SELLER's solicitor. If this has not been undertaken the SELLER reserves the absolute right to re-offer the Property for sale free of any obligation to the BUYER in this event the RESERVATION FEE is deemed nonrefundable.

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

Termination

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

Incorporation of Conditional Auction Terms and Conditions

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

Auctioneer's Position

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

Waiver

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

Assignment and other dealings prohibited.

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

Costs

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

General

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

Notices

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

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

Third Party Rights

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

- 3.2 **R14 Counterparts** The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

3.3 Governing Law

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

Jurisdiction .

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

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

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address ("the Property") _____

Postcode _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

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

Seller (the legal owner of the Property) _____

Buyer(s) Details

Name(s) of the Buyer(s) _____

Address _____

Postcode _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer's Solicitors Details Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

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

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

IT IS AGREED

1. Payment of Reservation Fee

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

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

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

On Behalf of the Buyer(s):

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

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

3. Buyer's Obligations

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

4. Termination

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of Conditional Auction Terms and Conditions

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

6. Auctioneer's Position

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

7. Waiver

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

8. Assignment and other dealings prohibited

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

9. Costs

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

10. General

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

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9:00 am on the second Business Day after posting.

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

14. Governing Law

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

15. Jurisdiction

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

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

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

These are the notes referred to on the following official copy

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

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

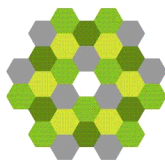
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 24 September 2026 shows the state of this title plan on 24 September 2026 at 10:43:02. 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.

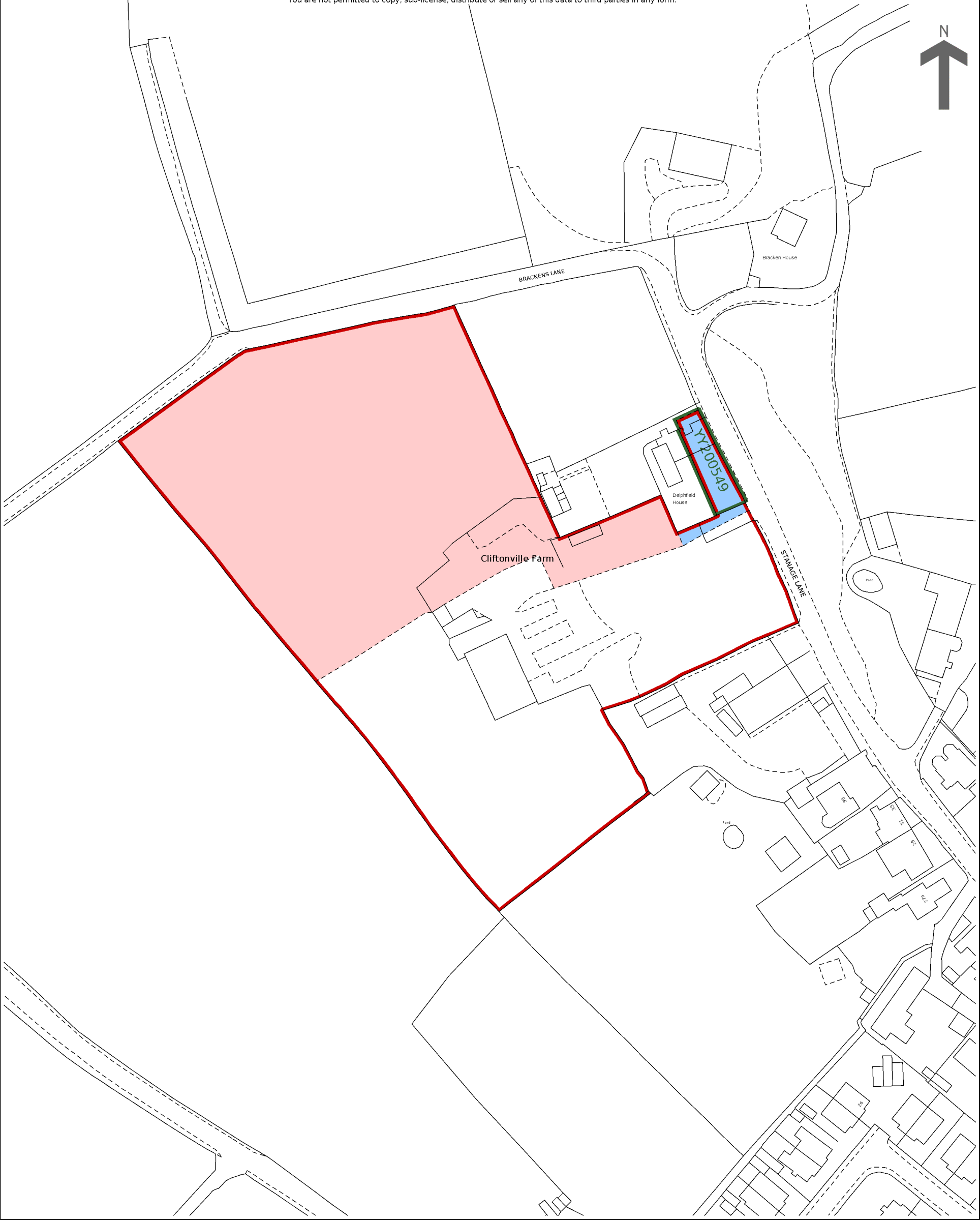
This title is dealt with by the HM Land Registry, Nottingham Office .

HM Land Registry
Official copy of
title plan

Title number **WYK40021**
Ordnance Survey map reference **SE1229SW**
Scale **1:1250**
Administrative area **West Yorkshire :**
Calderdale



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The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WYK40021

Edition date 06.12.2024

- This official copy shows the entries on the register of title on 24 SEP 2026 at 10:43:01.
- 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 24 Sep 2026.
- 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 (02.10.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Cliftonville Poultry Farm, Stanage Lane, Halifax (HX3 7TP).

2 The land tinted blue on the filed plan has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land tinted blue tinted pink on the filed plan dated 9 December 1930 made between (1) The Bradford Permanent Building Society and (2) Robert Moorhouse and Clara Moorhouse in the following terms:-

"TOGETHER with general and unrestricted rights of way at all times hereafter and for all purposes (in common with the Society and all other persons entitled to or to become entitled to similar rights) over and along the land coloured purple on the plan marked A hereto annexed situate on the Northerly side of the property hereby conveyed And also the right to lay drains or sewers gas and water pipes and electric mains under such land with liberty and authority to enter thereon for the purpose of laying repairing and maintaining the said pipes and wires making good all damage caused thereby And also a right of way at all times hereafter for the Purchasers and their successors in title for the purpose of gaining access to the well situate on the adjoining plot of land marked "Well" on the said plan A hereto annexed over and along the footpath shown on the said plan leading to the said Well And also the right to draw and obtain and carry away water from such well And also the right to use the cesspool marked on the said Plan A and to use the drain thereto under the said land marked purple on the said plan and liberty and authority to enter upon such land for the purpose of cleansing the said cesspool and drains making good all damage caused thereby.

Subject to general and unrestricted rights of way for all purposes for the owners and occupiers for the time being of the adjoining dwellinghouse and premises on the Westerly side of the dwellinghouse hereby conveyed over such parts of the said plots of land hereby conveyed as are coloured purple on the said plan marked A And also to the right for such owners and occupiers to lay a drain or sewer gas and water pipes and electric mains under the said land coloured purple with liberty and authority to enter thereon for the purpose of laying repairing and maintaining the said pipes and wires making good all

A: Property Register continued

damage caused thereby".

NOTE: Copy plan filed.

- 3 The Conveyance affecting the land tinted blue on the filed plan dated 9 December 1930 referred to above contains the following provision:-

"IT IS HEREBY DECLARED that the wall separating the cottage or dwellinghouse hereby conveyed from the adjoining cottage or dwellinghouse on the Westerly side thereof is a mesne or party wall and shall at all times hereafter be enjoyed maintained and repaired accordingly"

- 4 The land tinted blue on the filed plan is expressed to have the benefit of a right to use a septic tank on adjoining land in the terms therein mentioned granted by a Deed dated 1 May 1956 made between (1) Eric Speight and (2) Jack Wilman.

NOTE: Copy filed.

- 5 (06.12.2024) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 6 (06.12.2024) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (18.05.2022) PROPRIETOR: STEPHEN RHUBIN BECK of 34 Hopefield Way, Bradford BD5 8AA and of Cliftonville Poultry Farm, Stanage Lane, Halifax HX3 7TP.
- 2 (18.05.2022) The value stated as at 18 May 2022 was £150,000.

End of register



Regulated Local Authority Search

Prepared for **Advanced Property Auction**

About your Search

Client Ref:

JL.Auction

Search Number:

00868896

Search Date:

29/09/2026

Address of land/property:

CLIFTONVILLE POULTRY FARM
STANAGE LANE
HALIFAX
HX3 7TP

Local Authority:

Calderdale
The Town Hall
Crossley Street
Halifax
West Yorkshire
HX1 1UJ

Records Inspected by:

Alison Lester

Report Compiled by:

X-Press Legal Services Ltd

Local Land Charges

REGISTRATIONS

3

Standard Enquiries

PLANNING

SEE 1.1 (A-I)

BUILDING REGS

SEE 1.1 (J-L)

HIGHWAYS

SEE 2.1

NEARBY ROAD SCHEMES

YES

NEARBY RAILWAY SCHEMES

YES

NEARBY TRAFFIC SCHEMES

NO

OTHER SECTIONS OF 1.1 TO 3.15

YES

Other

NOTES FOR SOLICITOR

YES

OTHER COMMENTS

NO

ATTACHMENTS

NO

If you require any further information please contact:

T&C Property Search Limited | Britannia Buildings, Briggate, ELLAND, HX5 9DP | 01422 361115



X-Press Legal Services®
Your professional property partner

REGULATED ENQUIRIES OF THE LOCAL AUTHORITY

Local Authority Name and Address:

**Calderdale
The Town Hall
Crossley Street
Halifax
West Yorkshire
HX1 1UJ**

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

A	Client Ref No: Search Date: Records Inspected by Report Compiled by	JL.Auction 29/09/2026 Alison Lester X-Press Legal Services
B	Address of the land / property:	CLIFTONVILLE POULTRY FARM STANAGE LANE HALIFAX HX3 7TP
C	Other roadways, footways and footpaths in respect of which a reply at Enquiry 2 is required:	Not requested
D	Questions which have not been answered, where this information has not been made available by the Local Authority.	None
E	X-Press Legal Services has a contractual relationship with:	Advanced Property Auction

This search reveals 3 subsisting registrations up to and including the date of the search

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





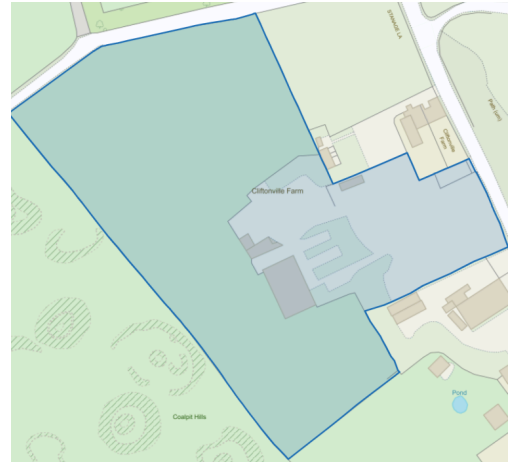
SEARCH EXTENT

Area searched



The blue area shown is the area searched for the purposes of this report.

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LOCAL LAND CHARGES

PLANNING

Conditional planning consent



1

Reference: 93/00549/FUL

Steel portal frame building for agricultural purposes

HMLR reference: LLC-6QQTX

Date of registration: 10/05/1993

2

Reference: 94/00216/FUL

Lean-to agricultural building & separate steel frame agricultural building

HMLR reference: LLC-6QQCH

Date of registration: 18/04/1994

Conservation area

No

Enforcement notice

No

Modification/rectification orders

None

No permitted development/article 4

No

Planning agreement

None

Planning notice



None

Planning order

None

Tree preservation order (TPO)

None

FINANCIAL

Financial

None

LISTED BUILDING

Enforcement notice

None

Listed building

No

LAND COMPENSATION

Land compensation

No

HOUSING

Grant

None

Occupancy including house in multiple occupation (HMO)

None

Works, repairs or authority action

None

Right to buy/right to acquire

None

LIGHT OBSTRUCTION NOTICE (LON)

Light obstruction notice

No

OTHER

Ancient monuments

None

Assets of community value

None

Compulsory purchase or acquisition



No

Highways and paths

None

Licence

None

Local acts

None

Civil aviation

No

Smoke control order



3

Reference: Clean Air Act 1993 section 18
Smoke Control Order - 09/0036/SMKCON

HMLR reference: LLC-6QLRJ

Date of registration: 01/01/1979

Uncommon charges

No

Water/drainage/environmental

None

New towns

None

Protected areas /sites

None

Pipeline

None

Conservation covenant

None

Open cast coal

None

Other covenant

None

FOR INFORMATION ONLY

For information only

None



STANDARD ENQUIRIES

Local Plan



Calderdale Local Plan 2018/19 to 2032/33
Adopted 22 March 2023

1.1 PLANNING AND BUILDING DECISIONS AND PENDING APPLICATIONS

Informative

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

(i) This reply does not cover other properties in the vicinity; it is property specific

(ii) As from 1st April 2002 the installation of a replacement window, roof-light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fensa Registration Self-Assessment Scheme by the Glass and Glazing Federation. The owner or occupier should be asked to produce any such certificate.

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

Local Authority planning data post (LAPD)



1995 - The records have been searched back to this date

Local Authority building control data post (LABCD)



1995 - The records have been searched back to this date

(a) a planning permission



Description: Please refer to Land Charges registrations, plus;

Reference: 92/02740/COU

Description: Change of use of land to sale and storage of tyres

1

Refused - 30.10.92

Appeal withdrawn - 26.01.93

(b) a listed building consent

None

(c) a conservation area consent

None



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

None

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



2

Reference: 93/01969/191

Description: Storage/distribution of agricultural tyres
Granted - 06.01.94

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

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

None

Description: PLEASE NOTE; Searches are undertaken against the specific address provided, there may be occasions where information is recorded against alternative addresses, suffices etc. In these instances information may be held but not revealed. If you are aware of any previous addresses or alternatives used at the point of application e.g. "land off" please provide this information.
If any party involved in the request for this search believes that notices have been issued but the search response is silent, it is likely that the notices were recorded against an earlier version of the address. If this situation arises, please contact us and we will contact the Building Control department on your behalf.

(k) a building regulation completion certificate and



Description: None revealed by the Local Authority

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



1

Reference: Council Register:

Description: 20/71888/GASAFE/G - Install a gas-fired boiler - 30.03.20

2) Reference: FENSA online register:



None

3) Reference: NICEIC and ELECSA online register:

None

Reference: GAS SAFE online register:

2 Description: Gas boiler - 31.03.20

5) Reference: OFTEC online register:

None

6) Reference: HETAS online register:

None

1.2 PLANNING DESIGNATIONS AND PROPOSALS

Informative

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

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

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

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



Critical Drainage Area
Green Belt
Landscape Character Type - Coalfield Edge Urban Fringe Farmland
Leeds Bradford Airport Wind Turbine Consultation Zone
Leeds Bradford Airport Safeguarding Zone 2022
Sandstone Mineral Safeguarding Area
Surface Coal Mineral Safeguarding Area
Wildlife Habitat Network
Filtered Sites (Rejected) in vicinity of property

2.1 ROADWAYS, FOOTWAYS AND FOOTPATHS

Informative

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

This reply does not cover other properties in the vicinity

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

(a) highways maintainable at public expense:



Yes - Stanage Lane (Adopted)
Yes - Brackens Lane (Adopted)

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

None



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

None

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

None

2.2 - 2.5 PUBLIC RIGHTS OF WAY

Informative

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

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

None

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

No

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

No

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

Not applicable

OTHER MATTERS

Informative

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

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

3.1 LAND REQUIRED FOR PUBLIC PURPOSES

Informative

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

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

Is the property included in land required for public purposes?

No

3.2 LAND TO BE ACQUIRED FOR ROAD WORKS

Informative

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

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

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

No

3.3 DRAINAGE MATTERS



Informative

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

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



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

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



See above

If yes, is the owner responsible for maintenance?



See above

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



See above

3.4 NEARBY ROAD SCHEMES

Informative

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

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



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

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

No

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

No



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

(c) (i) construction of a roundabout (other than a mini roundabout), or

No

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

No

(d) the outer limits of:

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

No

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

No

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

No

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

No

(f) the outer limits of:-

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

No

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

No

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

No

3.5 NEARBY RAILWAY SCHEMES

Informative

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

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

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

No

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

No

Informative





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

3.6 TRAFFIC SCHEMES

Informative

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

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

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

General Informatives (a)-(l)

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

Specific Informatives

- (f) The reply to (f) (vehicle width or weight restriction) relates to restrictions that will be covered by a legal order. It excludes environmental weight restrictions which have an 'except for access' clause.
- (g) The reply to (g) (traffic calming works) relates to proposals that involve physical construction on the carriageway. Proposals that are based purely or mainly on signing and lining will not be revealed.
- (h) The reply to (h) (residents parking controls) refers to proposals for the introduction or removal of residents parking controls. Amendments to existing waiting and loading restrictions within a residents controlled parking area will be revealed in the reply to enquiry 3.6(b).
- (i) The reply to (i) (minor road widening or improvements) covers proposals such as junction improvements, turning and acceleration/deceleration lanes etc., which are not revealed in the reply to 3.4. Pedestrian improvements (other than the construction of new footways) and improvements that are purely or mainly maintenance will not be revealed. Proposals for new or upgraded street lighting will not be revealed.
- (j) The reply to (j) (pedestrian crossings) covers proposals such as pedestrian refuges and new pedestrian crossings. Pedestrian crossing proposals that involve the maintenance, upgrade or improvement of existing facilities will not be revealed.
- (k) The reply to (k) (cycle tracks) relates to proposals that involve physical construction. Proposals that are based purely or mainly on signing and lining may not be revealed.
- (l) The reply to (l) (bridge construction) relates to proposals which are not revealed in the reply to 3.4 and which involve the substantial reconstruction of a bridge. Proposals for culvert reconstruction or for major or minor maintenance of bridges or for improvements to parapets/footways and the like will not be revealed.

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

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

(a) permanent stopping up or diversion

No

(b) waiting or loading restrictions

No

(c) one way driving

No

(d) prohibition of driving

No



(e) pedestrianisation

No

(f) vehicle width or weight restriction

No

(g) traffic calming works including road humps

No

(h) residents parking controls

No

(i) minor road widening or improvement

No

(j) pedestrian crossings

No

(k) cycle tracks

No

(l) bridge building

No

3.7 OUTSTANDING NOTICES

Informative

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

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

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

(a) building works

No

(b) environment

No

(c) health and safety

No

(d) housing

No

(e) highways

No

(f) public health



No

(g) flood and coastal erosion risk management

No

3.8 CONTRAVENTION OF BUILDING REGULATIONS

Informative

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

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

No

3.9 NOTICES, ORDERS, DIRECTIONS AND PROCEEDINGS UNDER PLANNING ACTS

Informative

The historic buildings and monuments commission (also called English Heritage) also have power to issue building preservation notices for listed buildings in London Boroughs and enquiries should also be made of them if appropriate
This reply is based on and limited to the information available to us at the time the search is answered
(i) This reply does not cover other properties in the vicinity

National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.
Cadw (meaning "to keep" or "to protect") is the Welsh Government's historic environment service working for an accessible and well-protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Cardiff, CF15 7QQ

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

(a) an enforcement notice

No

(b) a stop notice

No

(c) a listed building enforcement notice

No

(d) a breach of condition notice

No

(e) a planning contravention notice

No

(f) another notice relating to a breach of planning control

No

(g) a listed buildings repair notice

No



(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

No

(i) a building preservation notice

No

(j) a direction restricting permitted development

No

(k) an order revoking or modifying planning permission

No

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

No

(m) a tree preservation order

No

(n) proceedings to enforce a planning agreement or planning contribution

No

3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL)

Informative

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

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

(a) Is there a CIL charging schedule?



Calderdale's CIL development was put on hold while their Local Plan went through examination in public.

Since the Local Plan was adopted, an up-to-date CIL evidence base has been prepared and consulted on. This has now been submitted to the Planning Inspectorate for Examination.

(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

(b) (i) a liability notice?

Not applicable

(b) (ii) a notice of chargeable development?

Not applicable

(b) (iii) a demand notice?

Not applicable

(b) (iv) a default liability notice?

Not applicable



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

Not applicable

(b) (vi) a commencement notice?

Not applicable

(c) Has any demand notice been suspended?

Not applicable

(d) Has the Local Authority received full or part payment of any CIL liability?

Not applicable

(e) Has the Local Authority received any appeal against any of the above?

Not applicable

(f) Has a decision been taken to apply for a liability order?

Not applicable

(g) Has a liability order been granted?

Not applicable

(h) Have any other enforcement measures been taken?

Not applicable

3.11 CONSERVATION AREA

Informative

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

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

Do the following apply in relation to the property?

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

No

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

No

3.12 COMPULSORY PURCHASE

Informative

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

Please note that other Authorities have compulsory powers.

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

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

No

3.13 CONTAMINATED LAND



Informative

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

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

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

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

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

(a) a contaminated land notice

No.

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

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

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

No

(b) (ii) an entry

No

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

No

3.14 RADON GAS

Informative

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

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

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

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

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

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





No
(This answer is based on Landmark datasets as at 25/09/2026)

3.15 ASSETS OF COMMUNITY VALUE

Informative

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

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

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

No

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

Not applicable

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

Not applicable

(iii) Has the listing expired?

Not applicable

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

Not applicable

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

Not applicable

(b) If the property is listed:

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

No

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

No

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

No

INFORMATION

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

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

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

Area means any area in which the property is located.



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

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

GREEN DEAL - FOR INFORMATION PURPOSES ONLY

Informative

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

NOTES FOR SOLICITOR

Within 500 metres:

Transport Link - Shelf Moor Road
Open Green Space
Farmland

OTHER COMMENTS

None

ATTACHMENTS

No attachments



Data sources

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

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



Property Codes Compliance Board - Search Code

Important Consumer Protection Information

This search has been produced by
T&C Property Search Limited
Britannia Buildings
Briggate
ELLAND
HX5 9DP
Phone 0330 159 5362 Fax 0330 1597362
Email dawnp.1362@xpresslegal.uk

which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles.

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

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



T&C Property Search Limited

Complaints Procedure

Independent Dispute Resolution

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

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

TPOs Contact Details:

The Property Ombudsman Scheme
Unit 159756
PO Box 7169
Poole
BH15 9EL

Tel: 01722 333306

Fax: 01722 332296

Web site: www.tpos.co.uk

Email: admin@tpos.co.uk

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

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

If you want to make a complaint, we will:

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

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

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

Complaints should be sent to:

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

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

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

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



Terms and Conditions

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

"We", "us" and "our" are references to X-Press Legal Services

"Report" means local report prepared by us in respect of the Property.

"Property" means the address or location supplied by the Customer or Client in the Order for the Report.

The "Local Authority" means the local authority referred to in the Report.

"Order" means any request completed by the Customer or Client requesting the Report.

"Customer" means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

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

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the Client.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible, our insurance provision includes cover for errors and omissions in local authority data and records under the firm's professional indemnity policy together with run off cover for six years.

4.1 X-Press Legal Services assumes that the value of residential/commercial property/land does not exceed £2,000,000.00 and that it is the responsibility of the customer/client to advise us at the time of requesting the report where the value of the residential/commercial property/land exceeds the stated amount. Premiums for additional cover are available upon request.

4.2 We will be liable for any negligent or incorrect recording of the information in the search report.

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

4.4 Our underwriters are Dual Corporate Risks Limited.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Customer and/or Client has an agreed credit account with us for payment for the Reports, we must receive payments for Reports in full before the Report is produced.

5.2 Until such time as payment has been received in full, title of this report remains with the search provider.

Disclosure

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



Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

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

General

8. If any of these terms are held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

8.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

8.2 In providing reports and Services XLS will comply with the Search Code www.propertycodes.org.uk



Common Terms

Section 38 - Highways Act 1980

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

Section 278 - Highways Act 1980

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

Section 219 - Highways Act 1980

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

Section 220 - Highways Act 1980

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

Section 104 - Water Industry Act 1990

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

Section 106 - Pre-planning Agreement

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

Tree Preservation Orders

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

Listed Buildings

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

Community Infrastructure Levy

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

Conservation Areas

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

Planning permission

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

Planning Info Graphic

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



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

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



X-Press Legal Services®
Your professional property partner



Regulated **Home & Dry** Drainage Report

Prepared for **Advanced Property Auction**

About your Search

Client Ref:

JL.Auction

Search Number:

00868896

Search Date:

25/09/2026

Address of land/property:

CLIFTONVILLE POULTRY FARM
STANAGE LANE
HALIFAX
HX3 7TP

Local Authority:

Calderdale

Records Inspected by:

T&C Property Search Limited

Report Compiled by:

X-Press Legal Services Ltd

Water Report for Water and Sewerage Suppliers

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



REGULATED HOME & DRY DRAINAGE REPORT

Water supplier: **Yorkshire Water**
PO Box 99
Bradford
Yorkshire
BD3 7YB

Sewerage
supplier: **Yorkshire Water**
PO Box 99
Bradford
Yorkshire
BD3 7YB

Records inspected:

Public records and commercially available data

Address of the land/property:

CLIFTONVILLE POULTRY FARM
STANAGE LANE
HALIFAX
HX3 7TP

Summary of questions

Answers

1. Please provide a copy extract from the public sewer map 
2. Does foul water from the property drain into the public sewer?
Please refer to the seller's water/utility bill for proof of connection. 
3. Does surface water from the property drain into a public sewer?
Please refer to the seller's water/utility bill for proof of connection. 
4. Is any sewer serving, or which is proposed to serve, the property subject to a current statutory adoption agreement or an application for such an agreement ? 
5. Does the public sewer map show any public sewer, disposal main or lateral within the boundary line of the property? 
6. Does the public sewer map show any public sewers within 100 feet (approx 30.487 metres) of any buildings within the boundary of the property? 
7. Please advise who the sewerage undertaker is: **Yorkshire Water**
8. Which company supplies water to the area? **Yorkshire Water**
9. Is the property connected to a mains water supply?
Please refer to the seller's water/utility bill for proof of connection. 
10. Are there any water mains, resource mains or discharge pipes within the boundary of the property? 

Key

-  Response to the question is positive or typical
-  Response to the question is negative or attention is drawn to the answer

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





Questions in detail

1 Please provide a copy extract from the public sewer map

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

Informatives

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

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

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

Informatives

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

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

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

Informatives

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

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

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

Informatives

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

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

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

Informatives

The boundary of the property has been determined by reference to the Ordnance Survey record. Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 will be transferred into public ownership and therefore there may be additional public assets within or close to the boundary which may not be shown on the public sewer plan. The presence of a public sewer running within the boundary of the property may restrict further development; the water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.



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

Answer: Records indicate that there is not a public sewer located within 30.487 metres (100 feet) of a building within the boundary of the property.

Informatives

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

7 Please advise who the sewerage undertaker is:

Answer: Yorkshire Water

Informatives

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

8 Which company supplies water to the area?

Answer: Yorkshire Water

Informatives

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

9 Is the property connected to a mains water supply?

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

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

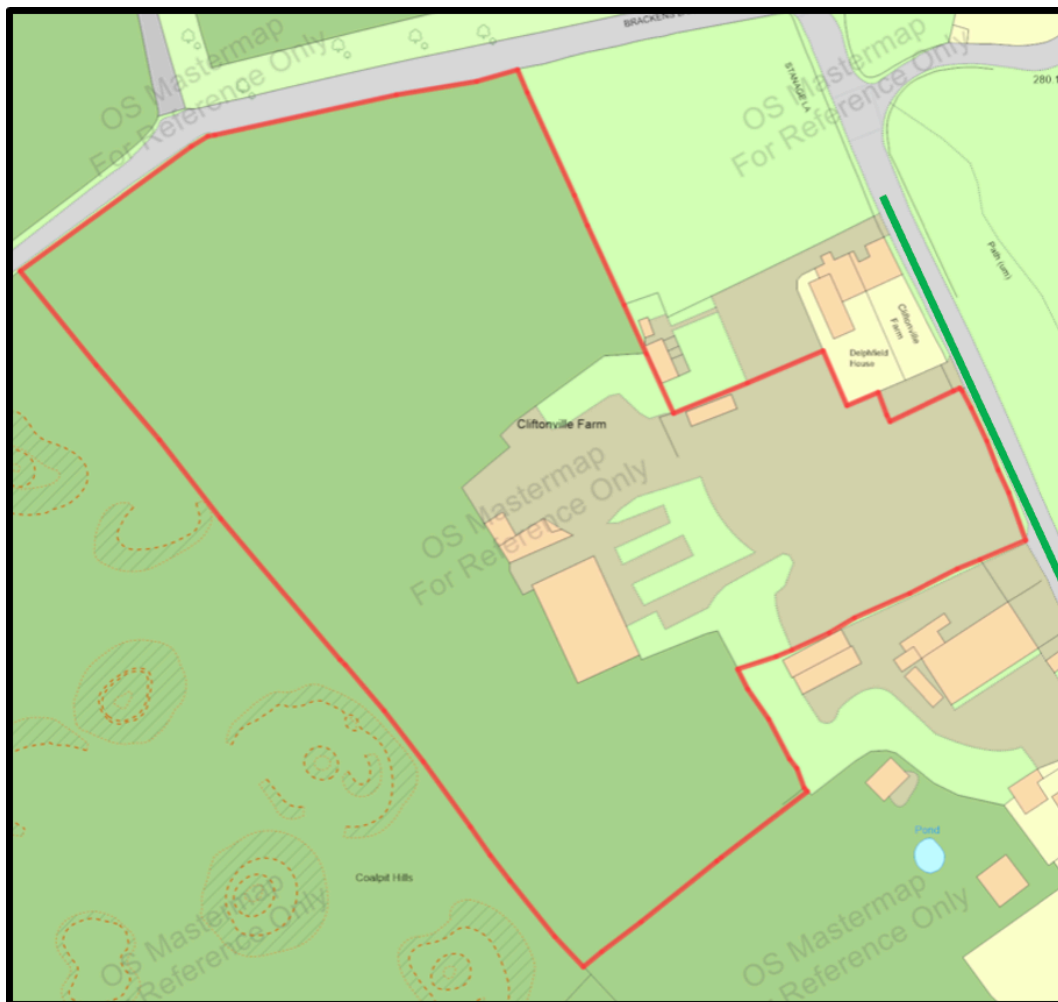
Answer: Records do not indicate that there are any water mains, resource mains or discharge pipes within the boundaries of the property.

Informatives

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



Clean water map extract



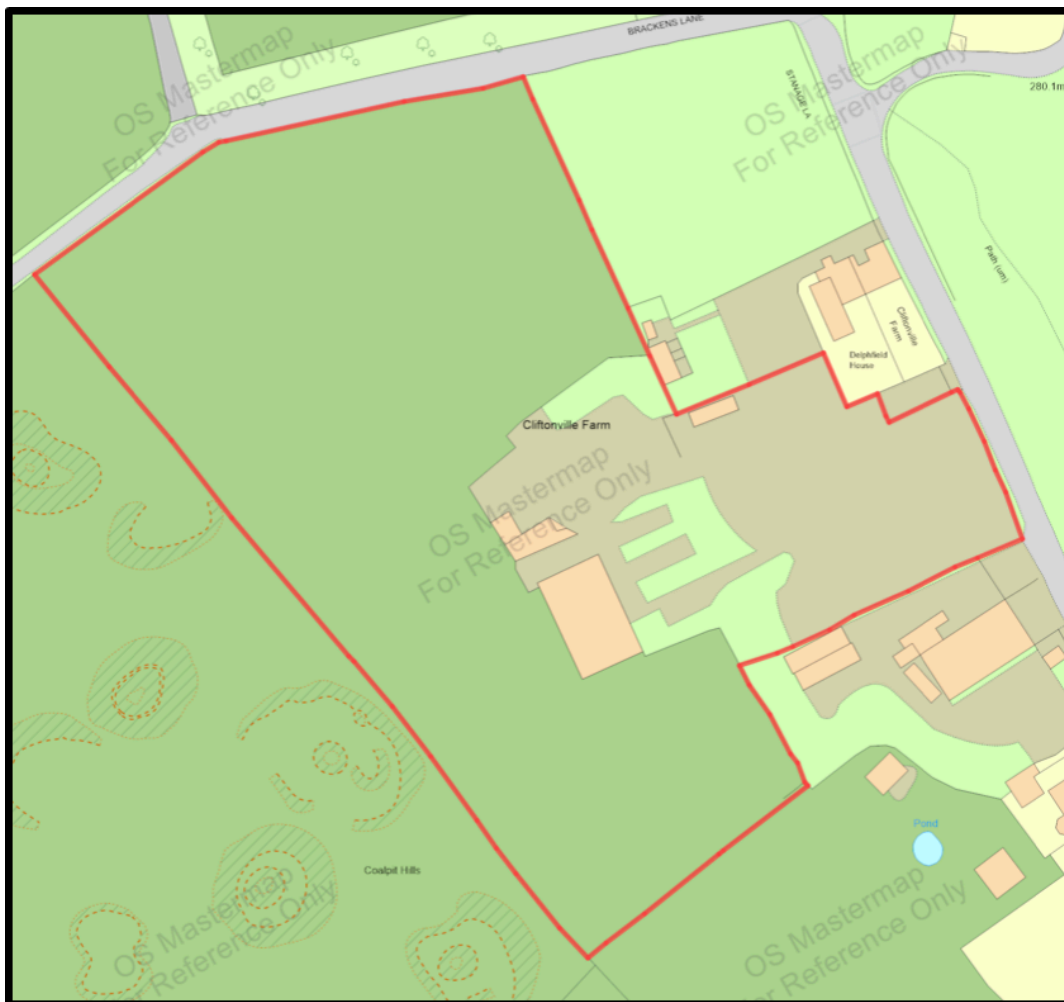
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Key for clean water plan extract

- Mains Water 4 inch and above
- Mains Water 4 inch or below
- Private Water Mains



Waste water map extract



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Key for waster water plan extract

- Public Combined Sewer *
- Public Surface Water Drain *
- Public Foul Sewer *
- S.104 Sewer
- Approx. location of manhole

*Please note a broken line indicates a s.24 sewer



Terms and Conditions

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

"We", "us" and "our" are references to X-Press Legal Services "XLS"

"Report" means report prepared by us in respect of the Property.

"PWD" means personal water and drainage report prepared by us in respect of the Property.

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"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

"Title" means ownership by XLS.

"XLS" means X-Press Legal Services Limited (Registered Company Number 04255164) or XPress Legal Services (Franchising) Limited (Registered Company Number 04627736) as a "Franchisee" under franchise agreement as regulated by The British Franchise Association as, X-Press Legal Services.

"Franchisee" means a contractual agreement to use the We, us and our.

Agreement

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

Customer and or Client warranty

3. Customer and or Client warrant that;

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

The PWD

4. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following;

4.1 The information in the Report reflects that available to us on the date the Report was produced.

4.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

4.3 The Report is produced for use in relation to individual property transactions only and is for the Property supplied in the Order.

4.4 The Report is intended for the personal use of the Client.

Liability and Insurance

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5.1 XLS assumes that the value of residential/commercial property/land does not exceed £2,000,000 and that it is the responsibility of the customer/client to advise us at the time of requesting the report where the value of the residential/commercial property/land exceeds the stated amount. Premiums for additional cover are available upon request.

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5.4 Our underwriters are Dual Corporate Risks Limited

Price and Payment

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6.1 Unless the Customer and/or Client has an agreed credit account with us for payment for the Reports, we must receive payments for Reports in full before the Report is produced.

6.2 Until such time as payment has been received in full, title of this report remains with the search provider.

Disclosure

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8. The copyright and intellectual property rights in the Report shall remain our property.

8.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on or in the Report.

8.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 8 and 8.1.



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

Independent Dispute Resolution

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

General

10. If any of these terms are held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

10.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

10.2 In providing reports and Services XLS will comply with the Search Code www.propertycodes.org.uk

10.3 Full business terms and conditions are available at www.xpresslegal.co.uk



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by

T&C Property Search Limited
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HX5 9DP
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which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints Procedure

Independent Dispute Resolution

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

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

TPOs Contact Details:

The Property Ombudsman Scheme
Unit 159756
PO Box 7169
Poole
BH15 9EL

Tel: 01722 333306

Fax: 01722 332296

Web site: www.tpos.co.uk

Email: admin@tpos.co.uk

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

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



If you want to make a complaint, we will:

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

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

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

Complaints should be sent to:

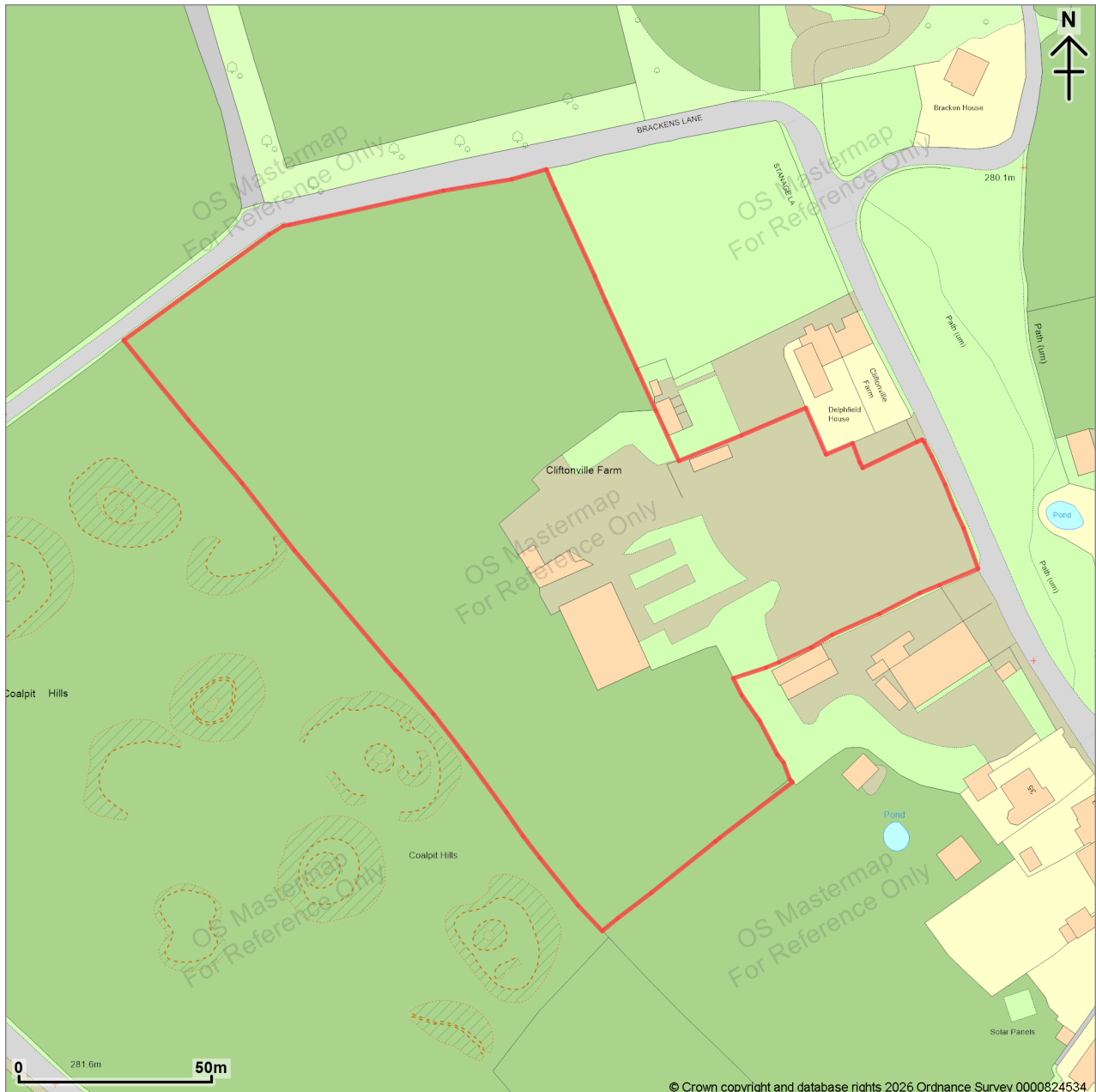
Code Compliance Officer
12 Webster Court
Carina Park
Westbrook
Warrington
WA5 8WD

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

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

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

Property Location Plan



Centre Location: **412066, 429393**

Address: **CLIFTONVILLE POULTRY
FARM, STANGE LANE,
SHELF, HALIFAX,
CALDERDALE, HX3 7TP**

Date: **25 September 2026**

Reference: **868896**

Commercial Property Standard Enquiries

CPSE.1 (version 4.1) General pre-contract enquiries for all commercial property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries* (www.practicallaw.com/3-628-1672).

Particulars

Seller: Stephen Rhubin Beck

Buyer:

Property: Cliftonville Poultry Farm

Development (if appropriate):

Transaction:

Seller's solicitors: Stachios Bashir Green

Buyer's solicitors:

Date: 24.9.26

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Seller:** includes landlord and prospective landlord.

- **Stamp Duty Land Tax or SDLT** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence, and to supply all details, that are in each case relevant to the replies, whether or not specifically requested to do so.
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and
- (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

[Insert answer to question here] **No**

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

[Insert answer to question here] **Belong to us.**

1.3 In relation to each of the Boundary Features:

- (a) have you maintained it or regarded it as your responsibility;
- (b) has someone else maintained it or regarded it as their responsibility;
or
- (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

[Insert answer to question here] **No**

1.4 Please supply details or a copy of any agreement for the maintenance of any of the Boundary Features or for the demarcation of any boundary.

[Insert answer to question here] **N/A**

1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.

[Insert answer to question here] **N/A**

1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

[Insert answer to question here] **NO**

1.7 If the answer to enquiry 1.6 is "yes", please:

- (a) provide a plan showing the area occupied;
- (b) provide evidence of the basis of such occupation; and
- (c) state when such occupation commenced.

[Insert answer to question here] **/**

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
- (b) supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
- (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

[Insert answer to question here] **N/A**

3. RIGHTS BENEFITING THE PROPERTY

3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)?

[Insert answer to question here] **NO**

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

- (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
- (b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
- (c) state to what extent any Rights are exercised, whether they are shared and if so by whom;

- (d) state whether they can be terminated and, if so, by whom;
- (e) state who owns and/or occupies the land over which any Rights are exercisable;
- (f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
- (g) give details of any interference with any Rights, whether past, current or threatened; and
- (h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

[Insert answer to question here] **NO**

3.3 Have you (or, to your knowledge, has any predecessor in title):

- (a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or
- (b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

[Insert answer to question here] **NO**

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)?

[Insert answer to question here] **No**

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and

- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

[Insert answer to question here] N/A

- 4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

[Insert answer to question here] No

- 4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

[Insert answer to question here] No

- 4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

[Insert answer to question here] No.

- 4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

- (a) is the Property "access land" within the meaning of section 1(1) of that Act;
- (b) if the answer to 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and
- (c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

[Insert answer to question here] No

- 4.7 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

[Insert answer to question here] No

5. TITLE POLICIES

- 5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

[Insert answer to question here] N/A

- 5.2 If insurance cover has been obtained, please:

- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and
- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

[Insert answer to question here] N/A

- 5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

[Insert answer to question here]

6. ACCESS TO NEIGHBOURING LAND

- 6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (1992 Act).

[Insert answer to question here] NO

- 6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

[Insert answer to question here] NO

7. ACCESS TO AND FROM THE PROPERTY

- 7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

[Insert answer to question here] **No**

- 7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

[Insert answer to question here] **No**

8. PHYSICAL CONDITION

- 8.1 If the Property has been affected by any of the following, please supply details:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding.

[Insert answer to question here] **N/A LAND**

- 8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

[Insert answer to question here] **No**

- 8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?

[Insert answer to question here] **No**

- 8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the

purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

[Insert answer to question here] NO

- 8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

[Insert answer to question here] N/A

- 8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

[Insert answer to question here] N/A

- 8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

[Insert answer to question here] N/A

- 8.8 Please identify:

- (a) any buildings
- (b) any extensions or major alterations to existing buildings, and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

[Insert answer to question here] N/A

- 8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies.

[Insert answer to question here] N/A

- 8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;
- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;
- (c) please supply a copy of the most recent maintenance report relating to each of them;
- (d) please supply copies of any subsisting guarantees, warranties and insurance policies.

[Insert answer to question here] N/A

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

- (a) all the terms have been complied with;
- (b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
- (c) there are no apparent defects in respect of which a claim might arise under them.

[Insert answer to question here] N/A

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

[Insert answer to question here] N/A

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

[Insert answer to question here] N/A

9.3 In respect of each item listed in reply to enquiry 9.2, please:

- (a) confirm that the item is included in the purchase price agreed for the Transaction;
- (b) confirm that the item belongs to you free from any claim by any other party; and
- (c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

[Insert answer to question here] N/A

- 9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

[Insert answer to question here] N/A

10. UTILITIES AND SERVICES

- 10.1 Please provide details of the utilities and other services connected to or serving the Property.

[Insert answer to question here] N/A

- 10.2 In respect of each utility or service listed in reply to enquiry 10.1, please state:

- (a) whether the connection is direct to a mains supply;
- (b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;
- (c) who makes the supply; and
- (d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

[Insert answer to question here] N/A

- 10.3 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

[Insert answer to question here] N/A

- 10.4 Please provide details of any supply contracts and any other relevant documents.

[Insert answer to question here] N/A

- 10.5 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

[Insert answer to question here] N/A

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

- 11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

[Insert answer to question here] N/A

- 11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.

[Insert answer to question here] N/A

- 11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.

[Insert answer to question here] N/A

- 11.4 What are the current means of escape from the Property in case of emergency?

[Insert answer to question here] N/A

- 11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

- (a) provide copies of any agreements that authorise such use;
- (b) confirm that all conditions in any such agreements have been complied with; and
- (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

[Insert answer to question here] N/A

12. PLANNING AND BUILDING REGULATIONS

- 12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion

certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

[Insert answer to question here] N/A

12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

[Insert answer to question here] N/A

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

[Insert answer to question here] N/A

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

[Insert answer to question here] N/A

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

[Insert answer to question here] N/A

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

[Insert answer to question here] N/A

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works,

demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

[Insert answer to question here]

N/A

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

- (a) a copy of the listing particulars where available; and
- (b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

[Insert answer to question here]

N/A

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

[Insert answer to question here]

N/A

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

[Insert answer to question here]

N/A

12.11 Please provide details of any application for a Consent or a Certificate which:

- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.

[Insert answer to question here]

N/A

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

[Insert answer to question here]

N/A

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

[Insert answer to question here] n/a

- 12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

[Insert answer to question here] N/A

- 12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?

[Insert answer to question here] No

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

- (a) please supply details;
- (b) confirm that there are no breaches of any of their terms; and
- (c) confirm that there are no outstanding obligations under them.

[Insert answer to question here] No

- 13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

[Insert answer to question here] No

- 13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

[Insert answer to question here] No

- 13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

[Insert answer to question here] No

- 13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

[Insert answer to question here] No

- 13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

[Insert answer to question here] No

- 13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

[Insert answer to question here] No

14. STATUTORY AND OTHER REQUIREMENTS

- 14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

[Insert answer to question here] No

- 14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

[Insert answer to question here] No

- 14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

[Insert answer to question here] N/A

- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

[Insert answer to question here] No

- 14.5 Has a Health and Safety file been prepared for the Property? If so, please:

- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);
- (b) advise when and where it can be inspected; and
- (c) confirm that the original will be handed over on completion.

[Insert answer to question here] N/A

- 14.6 Have you supplied a valid Energy Performance Certificate (EPC) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom?

[Insert answer to question here] N/A

- 14.7 If you have not supplied a valid EPC for the Property, please:

- (a) tell us where a valid EPC for the Property can be inspected; or
- (b) explain why no EPC is needed.

[Insert answer to question here] N/A

- 14.8 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence which has been or could be used to support any registration in the PRS Exemptions Register.

[Insert answer to question here] N/A

- 14.9 If the Property contains any air-conditioning, please:

- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and
- (b) confirm that the original of that inspection report will be handed over on completion.

[Insert answer to question here] N/A

- 14.10 If the Seller is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022:

- (a) Has it received a notice under section 1092A of the Companies Act 2006?
- (b) Has it complied with the duty to provide information in response to that notice?

[Insert answer to question here] N/A

15. BUILDING SAFETY ACT 2022

In this enquiry 15 –

"BSA" means the Building Safety Act 2022;

"Building" means the Property (where it comprises an entire building) or the building of which the Property forms part;

"common parts" has the meaning set out in section 72(6) of the BSA; and

other terms shall have the same meanings as in the BSA.

- 15.1 Is the Building (or will it be, when fully built and occupied) a "higher-risk" building as defined by section 65 of the BSA?

If the answer is yes, then please answer enquiries 15.2 to 15.7. If the answer is no, then please go to enquiry 16.1 below.

[Insert answer to question here] **NIA**

- 15.2 Who is or are accountable person(s) in relation to the common parts of the Building? Which one of them is the principal accountable person?

[Insert answer to question here] **NIA**

- 15.3 Are you aware of any breach of, alleged breach of or any claim under the BSA, or any regulations made under it, in relation to the Building?

[Insert answer to question here] **NO**

- 15.4 Please provide a copy of the entry relating to the Building in the register kept under section 78 of the BSA.

[Insert answer to question here] **NIA**

- 15.5 Please provide a copy of the most recent building assessment certificate (if any) relating to the Building.

[Insert answer to question here] **NIA**

- 15.6 Please (a) confirm that the following documents have been compiled and kept up to date; (b) advise where and when they can be inspected; and (c) (where the Buyer will become an accountable person in respect of the Building) confirm that the originals will be handed over on completion:

- (i) all safety case reports (section 85)
- (ii) all prescribed information (section 88(1))
- (iii) all prescribed documents (section 88(2))
- (iv) the residents' engagement strategy (section 91)
- (v) any request made under section 92, and any information provided in response to such request
- (vi) any relevant complaints (section 93)
- (vii) any contravention notices (section 96)
- (viii) any outstanding requests to enter (section 97).

Note: section references above are to the BSA.

[Insert answer to question here] N/A

- 15.7 Please give the name and contact details of a senior individual within the Seller who deals with BSA issues in relation to the Building; and confirm that the Buyer may make contact with that person in order to obtain information about BSA issues in relation to the Building.

[Insert answer to question here] N/A

16. ENVIRONMENTAL

- 16.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

[Insert answer to question here] N/A

- 16.2 Please supply:

- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.

[Insert answer to question here] N/A

- 16.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

[Insert answer to question here]

N/A

16.4 Please give details (so far as the Seller is aware) of:

- (a) past and present uses of the Property and of activities carried out there; and
- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

[Insert answer to question here]

N/A

16.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

[Insert answer to question here]

NO

16.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

[Insert answer to question here]

N/A

16.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

- (a) the Property; or
- (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

[Insert answer to question here]

N/A

16.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the

Property. If such insurance cover has at any time been applied for and refused, please provide full details.

[Insert answer to question here]

N/A

17. OCCUPIERS AND EMPLOYEES

- 17.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

[Insert answer to question here]

N/A

- 17.2 Except where apparent from the title deeds or revealed in reply to enquiry 17.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

[Insert answer to question here]

NO

- 17.3 If the Property is vacant, when did it become vacant?

[Insert answer to question here]

N/A

- 17.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

[Insert answer to question here]

N/A

- 17.5 In respect of each person identified in reply to enquiry 17.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

[Insert answer to question here]

N/A

18. INSURANCE

- 18.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

[Insert answer to question here] NO

- 18.2 Please give details of the claims history and any outstanding claims.

[Insert answer to question here] N/A

- 18.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 16.8 (environmental insurance)?

[Insert answer to question here] NO

- 18.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

[Insert answer to question here] N/A

- 18.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 18.4 up to the next renewal date following the date of the Seller's replies to these enquiries.

[Insert answer to question here]

N/A

- 18.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 18.4 void or voidable.

[Insert answer to question here]

N/A

19. RATES AND OTHER OUTGOINGS

- 19.1 What is the rateable value of the Property?

[Insert answer to question here]

N/A

- 19.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

[Insert answer to question here]

NO

- 19.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

[Insert answer to question here]

N/A

- 19.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.

[Insert answer to question here]

N/A

- 19.5 In the current year what is payable in respect of the Property for:

- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?

[Insert answer to question here]

N/A

- 19.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

[Insert answer to question here]

N/A

- 19.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

[Insert answer to question here]

NO

- 19.8 Except where apparent from the title deeds, please give details of all outgoing (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

[Insert answer to question here]

N/A

- 19.9 Is the Property situated within an area subject to a Business Improvement District (BID) arrangement?

[Insert answer to question here]

NO

- 19.10 If the Property is within an area subject to a BID arrangement, please provide the following:

- (a) the name and address of the BID body;
- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

[Insert answer to question here]

NO

- 19.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

[Insert answer to question here]

/

20. NOTICES

- 20.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

[Insert answer to question here]

N/A

- 20.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

[Insert answer to question here]

No

21. DISPUTES

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or
- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

[Insert answer to question here]

None.

22. COMMUNITY INFRASTRUCTURE LEVY (CIL)

- 22.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")?

[Insert answer to question here]

No

- 22.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)?

[Insert answer to question here]

No

- 22.3 Are you aware of any existing or future CIL liability relating to the Property?

[Insert answer to question here]

No

- 22.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence.

[Insert answer to question here]

No

- 22.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications?

[Insert answer to question here]

No

- 22.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so?

[Insert answer to question here]

No

- 22.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place

- (a) to prevent that person withdrawing their assumption of liability?
- (b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?
- (c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?

[Insert answer to question here]

No

- 22.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use.

[Insert answer to question here]

No

- 22.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details.

[Insert answer to question here]

No

- 22.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please

provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced.

[Insert answer to question here]

NO

23. COMMONHOLD

- 23.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

[Insert answer to question here]

NO

- 23.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

[Insert answer to question here]

NO

24. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE

*In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").*

- 24.1 If the grant of the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,
- (a) what was the date of the grant of the lease or substantial performance (or later transaction) for SDLT purposes?
 - (b) was the transaction notifiable?
 - (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;
 - (d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease or substantial performance.

[Insert answer to question here]

NO

- 24.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to enquiry 24.1(a):

- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or
- (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to enquiry 24.1(a).

[Insert answer to question here]

N/A

24.3 If a premium was paid for the grant of the lease or any assignment of the lease to you

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and
- (c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

[Insert answer to question here]

N/A

24.4 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you, that would result in the assignment of the Lease by you being deemed to be the grant of a new Lease?

[Insert answer to question here]

N/A

25. DEFERRED PAYMENT OF SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

- (a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;
- (c) what is the amount of SDLT on which payment has been deferred;
- (d) when does the period of deferral end; and
- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

[Insert answer to question here] N/A

26. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

26.1 Are you registered for VAT?

[Insert answer to question here] NO

26.2 If so, please provide details of your VAT registration number.

[Insert answer to question here] N/A

26.3 If you are registered as part of a VAT group, please provide the name of the representative member.

[Insert answer to question here] N/A

27. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

27.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 28 below; otherwise please answer enquiries 27.2–27.5 below.

[Insert answer to question here] NO

27.2 Why do you think TOGC treatment will apply?

[Insert answer to question here] NO

27.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

[Insert answer to question here] NO

27.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here] N/A

- 27.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:
- (a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
 - (b) the original deductible percentage;
 - (c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
 - (d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

[Insert answer to question here] NO

28. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

- (a) standard-rated (*if yes, please go to enquiry 29 below*);
- (b) exempt (*if yes, please go to enquiry 30 below*);
- (c) zero-rated (*if yes, please go to enquiry 31 below*); or
- (d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 32 below*).

[Insert answer to question here] N/A

29. STANDARD-RATED SUPPLIES

- 29.1 Why do you think that the Transaction (or any part of it) is standard-rated?

[Insert answer to question here] N/A

- 29.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and

- (c) whether the Property (or any part of it) is not yet completed.

[Insert answer to question here]

- 29.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disappplied or rendered ineffective for any reason and cannot and will not be revoked.

[Insert answer to question here]

N/A

- 29.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

[Insert answer to question here]

N/A

30. EXEMPT SUPPLIES

- 30.1 Why do you think the Transaction (or any part of it) will be exempt?

[Insert answer to question here]

N/A

- 30.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

N/A

31. ZERO-RATED SUPPLIES

- 31.1 Why do you think that the Transaction (or any part of it) is zero-rated?

[Insert answer to question here]

N/A

- 31.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

N/A

32. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs)

- 32.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

[Insert answer to question here]

N/A

- 32.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

[Insert answer to question here]

✓

33. CAPITAL ALLOWANCES

NOTE: In this enquiry 33:

"CAA" means the Capital Allowances Act 2001;

"plant and machinery fixtures" means plant and machinery fixtures at the Property;

"capital allowances" has the same meaning as in the CAA, and includes (without limitation):

- (a) super-deductions and SR allowances as defined by section 9 of the Finance Act 2021,
- (b) (where the Property is located or part-located within a freeport tax site) allowances for qualifying expenditure on plant and machinery for use in freeport tax sites as set out in section 45O of the CAA, and
- (c) any similar or analogous allowances for qualifying capital expenditure on plant and machinery under any legislation supplementing or replacing the CAA from time to time.

- 33.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which.

[Insert answer to question here]

owner.

- 33.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 33.9 in respect of that expenditure.

[Insert answer to question here]

NO

- 33.3 If there is any expenditure on plant and machinery fixtures that you have not pooled:

- (a) will you do so if the Buyer asks you to?
- (b) if so, by when?
- (c) if not, why not?

[Insert answer to question here]

NO

- 33.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:

- (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
- (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 33.9 in respect of that previous owner's expenditure.

[Insert answer to question here]

NIA

- 33.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

[Insert answer to question here]

NIA

- 33.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

[Insert answer to question here]

NIA

- 33.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a CAA section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes?

[Insert answer to question here]

NIA

- 33.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

[Insert answer to question here]

N/A

Supplementary enquiries

- 33.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:
- (a) provide a description of that fixture;
 - (b) state when that fixture was acquired;
 - (c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
 - (d) state the amount of expenditure pooled in respect of that fixture; and
 - (e) (where enquiry 33.2 applies) confirm that you will enter into a CAA section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.

OR

- (f) (where enquiry 33.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a CAA section 198 election and, if so, in what amount.

[Insert answer to question here]

N/A

- 33.10 In relation to capital allowances on structures and buildings (SBAs):
- (a) does the Property qualify for SBAs?
 - (b) if the answer to (a) is yes, then please state: the total qualifying expenditure for SBAs; the dates when such expenditure was incurred and by whom; the amounts of SBAs that have been claimed to date, by whom and when; the current residue of qualifying expenditure; together with all supporting evidence as required by the relevant legislation; and please provide an "allowance statement" as mentioned in section 270IA of the CAA.

[Insert answer to question here]

N/A

- 33.11 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 33.

[Insert answer to question here]

N/A.

Commercial Property Standard Enquiries

CPSE.7 (version 1.3.3) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Stephen Rhubin Beck.

Buyer:

Property: Cliftonville Poultry Farm.

Transaction:

Seller's solicitors: Stachio Bashir Green

Buyer's solicitors:

Date: 24.9.26.

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).

- **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
 - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

Practical Law

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ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

[Insert answer to question here]

No

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

[Insert answer to question here]

No

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance or for the demarcation of any boundary?
- (e) Are any of them subject to a party wall award or agreement?

[Insert answer to question here]

Boundary maintained ourselves

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

[Insert answer to question here]

No

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

[Insert answer to question here]

No

2. RIGHTS BENEFITING THE PROPERTY

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

[Insert answer to question here] *None*

- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

[Insert answer to question here] *No*

- 2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

[Insert answer to question here] *No*

- 2.4 What are the pedestrian and vehicular access routes to and from the Property?

[Insert answer to question here] *Road*

- 2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

[Insert answer to question here] *No*

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

[Insert answer to question here] *None*

- 3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

[Insert answer to question here] *None*

- 3.3 Are there any overriding interests to which the Property is subject?

[Insert answer to question here] *No*

- 3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

[Insert answer to question here] No

- 3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

[Insert answer to question here] No

4. PHYSICAL CONDITION

- 4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

[Insert answer to question here] No

- 4.2 Is there any Green Deal Plan affecting the Property?

[Insert answer to question here] No

- 4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

[Insert answer to question here] No

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

[Insert answer to question here] N/A

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

[Insert answer to question here]

N/A

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

[Insert answer to question here]

N/A

5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

[Insert answer to question here]

N/A

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

[Insert answer to question here]

N/A

6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

[Insert answer to question here]

✓ National Grid, Water.

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

[Insert answer to question here]

no

- 6.3 Does the Property have a communal heating, cooling or hot water system?

[Insert answer to question here]

No

- 6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

[Insert answer to question here]

N/A

7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

[Insert answer to question here]

N/A

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

[Insert answer to question here]

N/A

7.3 Has there been any fire risk recommendation that has not been implemented?

[Insert answer to question here]

N/A

8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

[Insert answer to question here]

N/A

8.2 Is any building or structure on the Property listed under planning law?

[Insert answer to question here]

No

8.3 What works have been carried out at the Property during the last 10 years?

[Insert answer to question here]

N/A

8.4 What changes of use have taken place at the Property during the last 10 years?

[Insert answer to question here]

N/A

- 8.5 What is the existing use of the Property and how is it authorised under planning legislation?

[Insert answer to question here] N/A

- 8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

[Insert answer to question here] Emailed

- 8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

[Insert answer to question here] No

- 8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

[Insert answer to question here] None

- 8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

[Insert answer to question here] No

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

[Insert answer to question here] No

- 9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

[Insert answer to question here] No

- 9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

[Insert answer to question here] No

10. STATUTORY AND OTHER REQUIREMENTS

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

[Insert answer to question here]

N/A

10.2 Do you have a health and safety file for the Property?

[Insert answer to question here]

N/A

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

[Insert answer to question here]

N/A

10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

[Insert answer to question here]

N/A

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

[Insert answer to question here]

N/A

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

[Insert answer to question here]

N/A

10.7 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

[Insert answer to question here]

N/A

10.8 If the Seller is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022:

(a) Has it received a notice under section 1092A of the Companies Act 2006?

- (b) Has it complied with the duty to provide information in response to that notice?

[Insert answer to question here] N/A

11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

[Insert answer to question here] N/A

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

[Insert answer to question here] N/A

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

[Insert answer to question here] No

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

[Insert answer to question here] N/A

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

[Insert answer to question here] N/A

12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

[Insert answer to question here] No

- 12.2 If the Property is vacant, when and why did it become vacant?

[Insert answer to question here]

N/A

13. INSURANCE

- 13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

[Insert answer to question here]

N/A

- 13.2 Please give details of any outstanding insurance claims in relation to the Property.

[Insert answer to question here]

N/A

- 13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

[Insert answer to question here]

N/A

- 13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

[Insert answer to question here]

N/A

- 13.5 Please provide details of any breaches of any insurance policies relating to the Property.

[Insert answer to question here]

N/A

14. RATES AND OTHER OUTGOINGS

- 14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

[Insert answer to question here]

N/A

- 14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

[Insert answer to question here]

N/A

- 14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

[Insert answer to question here]

N/A

- 14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

[Insert answer to question here]

Emailed Water bill

- 14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

[Insert answer to question here]

N/A

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

[Insert answer to question here]

N/A

16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

[Insert answer to question here]

N/A

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

[Insert answer to question here]

N/A

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

[Insert answer to question here]

NO.

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

[Insert answer to question here]

N/A

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

[Insert answer to question here]

N/A

19. VAT

- 19.1 If you are registered for VAT, please supply your VAT registration number.

[Insert answer to question here]

N/A

- 19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

[Insert answer to question here]

N/A

- 19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

[Insert answer to question here]

N/A

- 19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or

- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

[Insert answer to question here] N/A

- 19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

[Insert answer to question here] N/A

20. CAPITAL ALLOWANCES

- 20.1 Is there anything in the Property upon which a capital allowances claim can be based?

[Insert answer to question here] N/A

- 20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

[Insert answer to question here] N/A



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

Address of the
property

Cliftonville Poultry Farm
Stonage Lane
Halifax

Postcode

H X 3 7 T P

Full names of
the seller

Stephen Rhubin Beck

Seller's solicitor
Name of solicitor's firm

Stachiw Bashir Green.

Address

656, Great Horton Rd
Bradford
BD7 4AA.

Email

Janet@sbglaw.co.uk.

Reference number

About this form

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

Definitions

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

Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

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

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

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

Reference to Plan

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No
☐ Enclosed ☐ To follow

2. Disputes and complaints

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

☐ Yes ☒ No

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

☐ Yes ☒ No

3. Notices and proposals

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

☐ Yes ☒ No

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

If Yes, please give details:

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

4. Alterations, planning and building control

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

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

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

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

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

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

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

☐ Yes	☒ No
	Year

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

☐ Yes	☒ No
	Year

(d) Addition of a conservatory

☐ Yes	☒ No
	Year

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

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

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

Further information about permitted development can be found at:
<https://www.planningportal.co.uk/info/200126/applications>

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

4.6 Have solar panels been installed?

☐ Yes ☒ No

If Yes:

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

Year

(b) Are the solar panels owned outright?

☐ Yes ☐ No

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

☐ Yes ☐ No
☐ Enclosed ☐ To follow

4.7 Is the property or any part of it:

(a) a listed building?

☐ Yes	☒ No
☐ Not known	

(b) in a conservation area?

☐ Yes	☒ No
☐ Not known	

If Yes, please supply copies of any relevant documents.

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

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

If Yes:

☐ Yes	☒ No
☐ Not known	

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

☐ Yes	☐ No
☐ Not known	

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

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

5. Guarantees and warranties

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

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

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

If Yes, please supply a copy.

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

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(b) Damp proofing

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(c) Timber treatment

☐ Yes	☒ No
☐ Enclosed	☐ To follow

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

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(e) Electrical work

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(f) Roofing

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(g) Central heating

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(h) Underpinning

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(i) Other (please state):

☐ Yes	☒ No
☐ Enclosed	☐ To follow

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

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

6. Insurance

6.1 Does the seller insure the property?

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

6.2 If not, why not?

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

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

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

(a) subject to an abnormal rise in premiums?

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

(b) subject to high excesses?

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

(c) subject to unusual conditions?

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

(d) refused?

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

If Yes, please give details:

6.5 Has the seller made any buildings insurance claims?
If Yes, please give details:

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

7. Environmental matters

Flooding

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

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

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

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

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded?
If Yes, please state when the flooding occurred and identify the parts that flooded:

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

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

7.2 What type of flooding occurred?

(a) Ground water

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

(b) Sewer flooding

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

(c) Surface water

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

(d) Coastal flooding

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

(e) River flooding

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

(f) Other (please state):

7.3 Has a Flood Risk Report been prepared?
If Yes, please supply a copy.

☐ Yes	☒ No
☐ Enclosed	☐ To follow

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

Radon

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

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

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

If Yes:

(a) please supply a copy of the report

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

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

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

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

☐ Yes	☒ No
☐ Not known	

Energy efficiency

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

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

☐ Enclosed	☐ To follow
☐ Already supplied	

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

☐ Yes	☒ No
☐ Enclosed	☐ To follow

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

Japanese knotweed

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

7.8 Is the property affected by Japanese knotweed?

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

☐ Yes	☒ No
☐ Not known	

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

8. Rights and informal arrangements

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

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

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

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

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

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

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

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

(a) Rights of light

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

(b) Rights of support from adjoining properties

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

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

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

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

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

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

(b) Chancel repair liability

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

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

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

If Yes, please give details:

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

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

Services crossing the property or neighbouring property

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

☐ Yes	☒ No
☐ Not known	

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

☒ Yes	☐ No
☐ Not known	

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

☐ Yes	☒ No
☐ Not known	

If Yes, please supply a copy or give details:

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

overflow from existing property which we no longer own.

9. Parking

9.1 What are the parking arrangements at the property?

None

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

☐ Yes	☒ No
☐ Not known	

10. Other charges

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

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

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

11. Occupiers

11.1 Does the seller live at the property?

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

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

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

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

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

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

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

11.5 Is the property being sold with vacant possession?

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

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

(a) agreed to leave prior to completion?

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

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

☐ Yes	☒ No
☐ Enclosed	☐ To follow

12. Services

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

Electricity

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

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

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

	Year
☐ Enclosed	☐ To follow

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

☐ Yes	☒ No
☐ Not known	

If Yes, please supply one of the following:

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

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

(b) the installer's Building Regulations Compliance Certificate

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

(c) the Building Control Completion Certificate

☐ Enclosed	☐ To follow
-----------------------------------	------------------------------------

Central heating

12.3 Does the property have a central heating system?

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

If Yes:

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

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

	Date
☐ Not known	
☐ Enclosed	☐ To follow

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

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

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

	Year
☐ Not known	
☐ Enclosed	☐ To follow
☐ Not available	

Drainage and sewerage

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

12.4 Is the property connected to mains:

(a) foul water drainage?

☐ Yes	☒ No	☐ Not known
------------------------------	--	------------------------------------

(b) surface water drainage?

☐ Yes	☒ No	☐ Not known
------------------------------	--	------------------------------------

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

12.5 Is sewerage for the property provided by:

(a) a septic tank?

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

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

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

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

12.5.1 When was the septic tank last replaced or upgraded?

	Month
	Year

(b) a sewage treatment plant?

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

(c) cesspool?

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

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

☐ Yes	☒ No
Properties share	

12.7 When was the system last emptied?

Year

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

Year

12.9 When was the system installed?

Year

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

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

☐ Yes	☒ No
☐ Enclosed	☐ To follow

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

13. Connection to utilities and services

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

Mains electricity

☒ Yes ☐ No

Provider's name

National Grid

Location of meter

But not connected
as it's land.

Mains gas

☐ Yes ☒ No

Provider's name

Location of meter

Mains water

☒ Yes ☐ No

Provider's name

Scottish Business
Stream

Location of stopcock

on site

Location of meter, if any

No meter

Mains sewerage

☐ Yes ☒ No

Provider's name

Telephone

☐ Yes ☒ No

Provider's name

Cable

☐ Yes ☒ No

Provider's name

14. Transaction information

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☐ No
☒ No mortgage

14.4 Will the seller ensure that:

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Signed: S R Bell

Dated: 24-9-26

Signed: _____

Dated: _____

Each seller should sign this form.



**The Law
Society**

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

BRACKENS LANE

00549

16 MAR 1993

Cess Pool

Coalpit Hills

DEMOLISHED
TO BE DEMOLISHED

RED LINE

BLUE LINE

BLUE LINE

Cliftonville Farm

Cliftonville Farm
Dolphfield Farm

280.1m

Path

Pond

Standage Farm

BM 280.96m

281.8m

Garage

278.1m

CROWN COPYRIGHT
RESERVED
LA. 076147

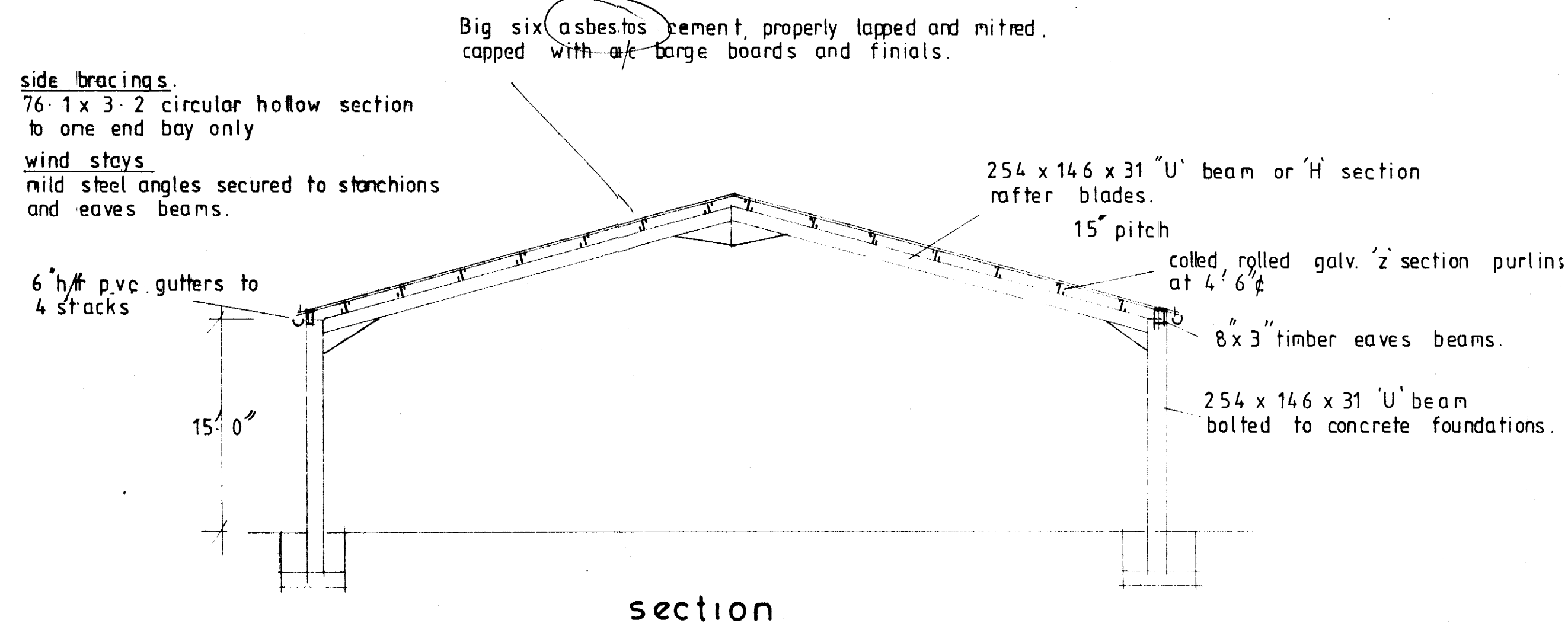
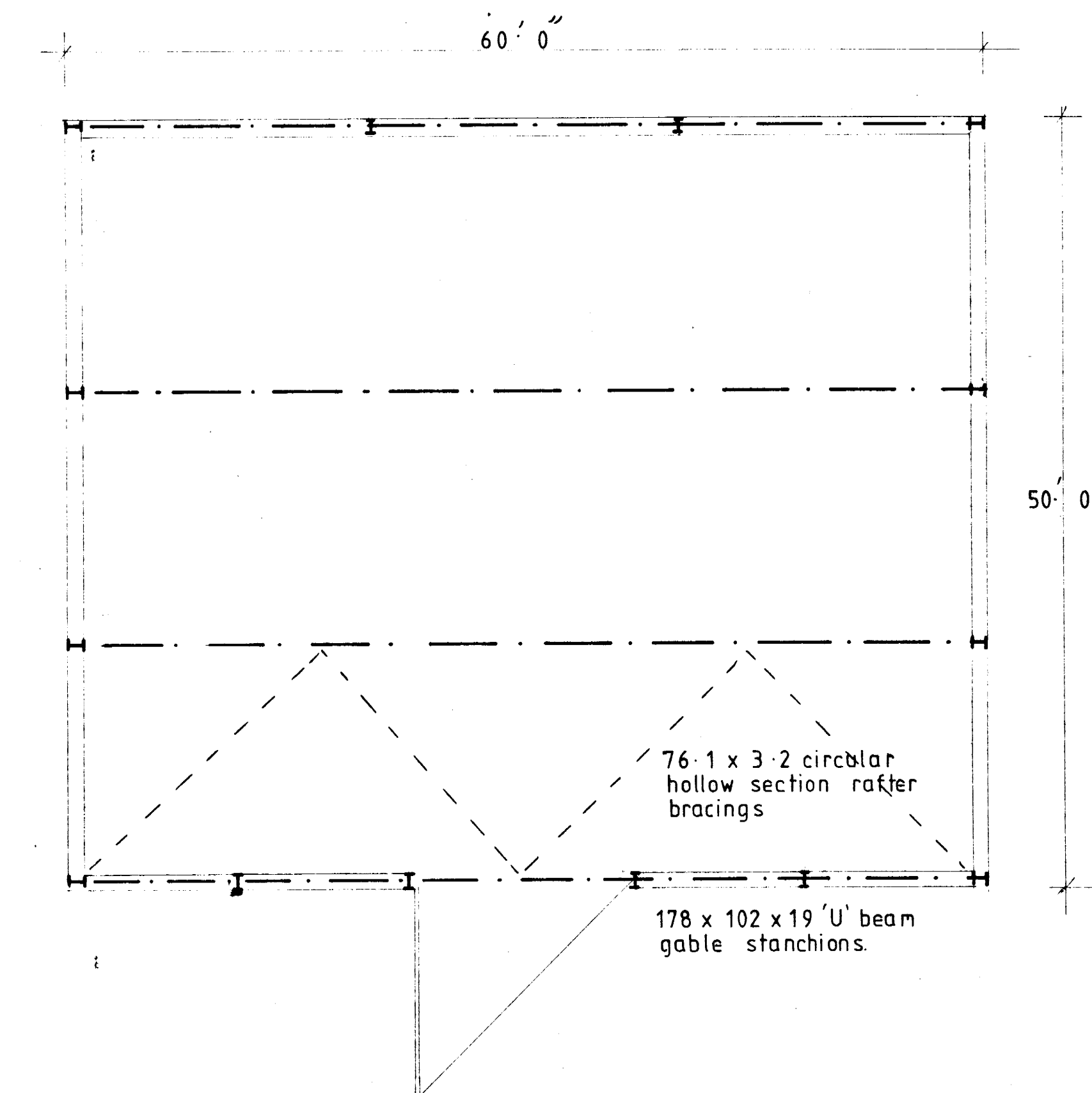
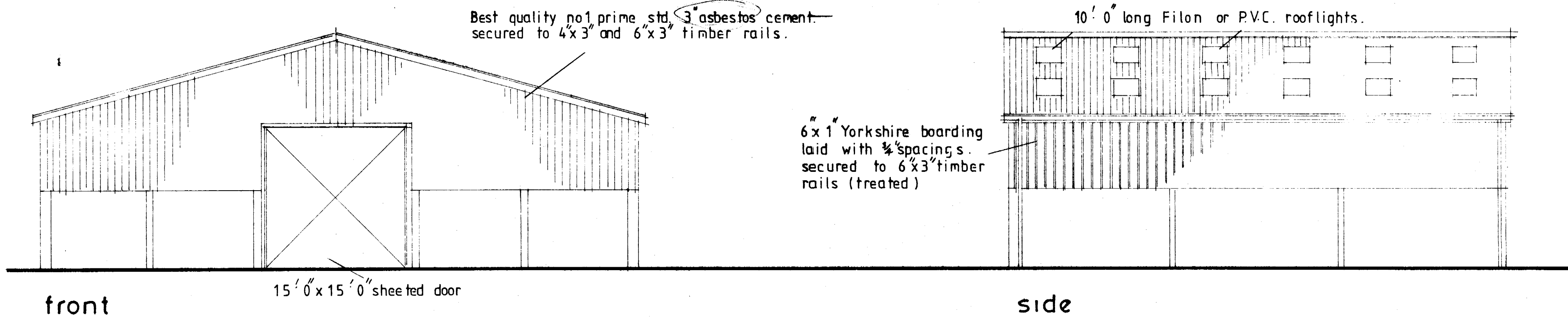
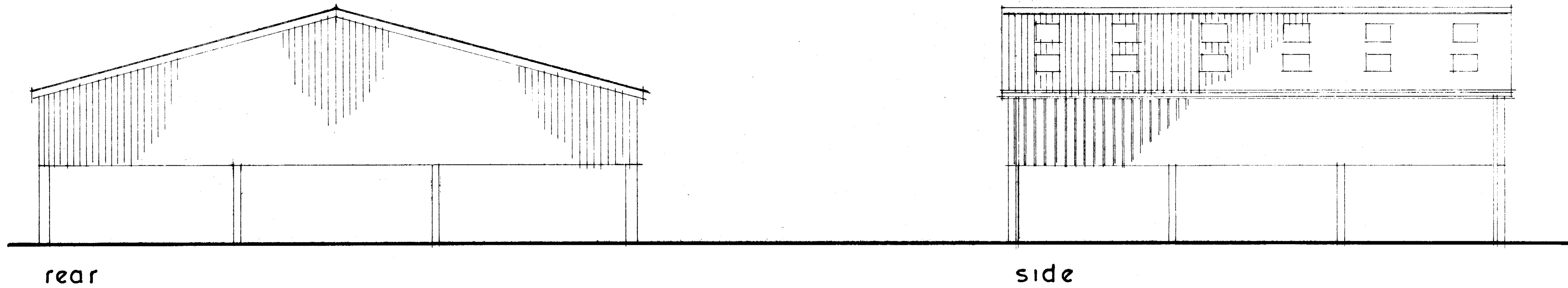
93/00549

Metropolitan Borough of Calderdale
TOWN AND COUNTRY PLANNING ACTS
DECISION DOCUMENT
To be read in conjunction with the
decision issued on application no.

AGENT: Re P. Beck.
E. P. MITCHELL
4 SHERBURN GROVE
BRICKENSHAW,
BRADFORD BD11 2JH
Telephone: (0274) 681439

00549

16 MAR 1993



Metropolitan Borough of Calderdale
TOWN AND COUNTRY PLANNING ACTS
DECISION DOCUMENT
To be read in conjunction with the decision issued on application no.
93/00549

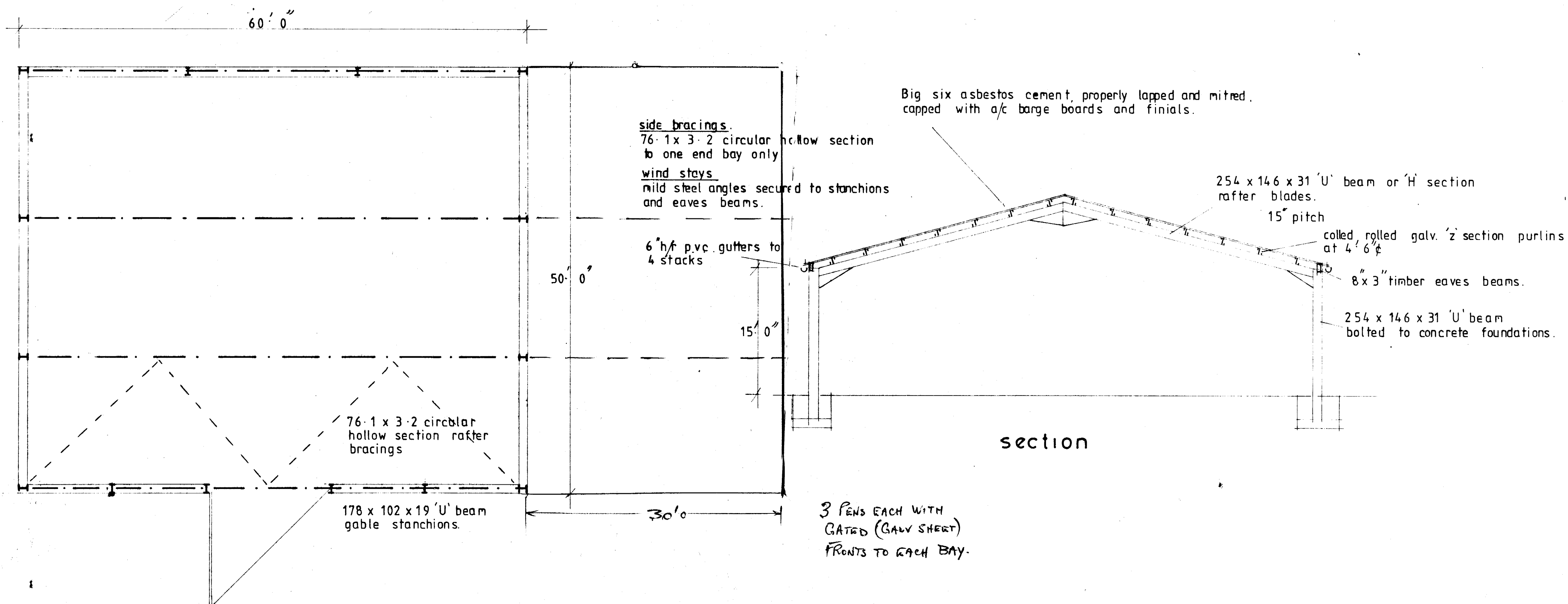
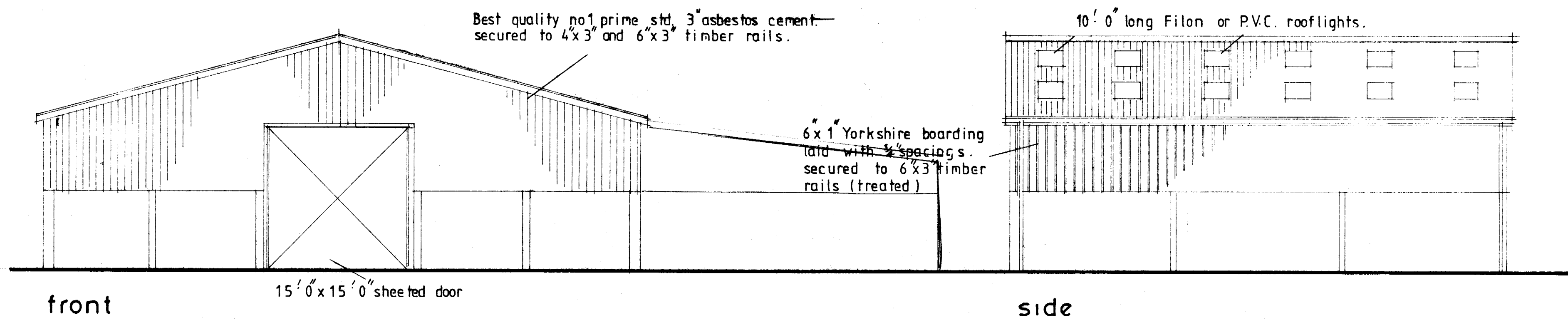
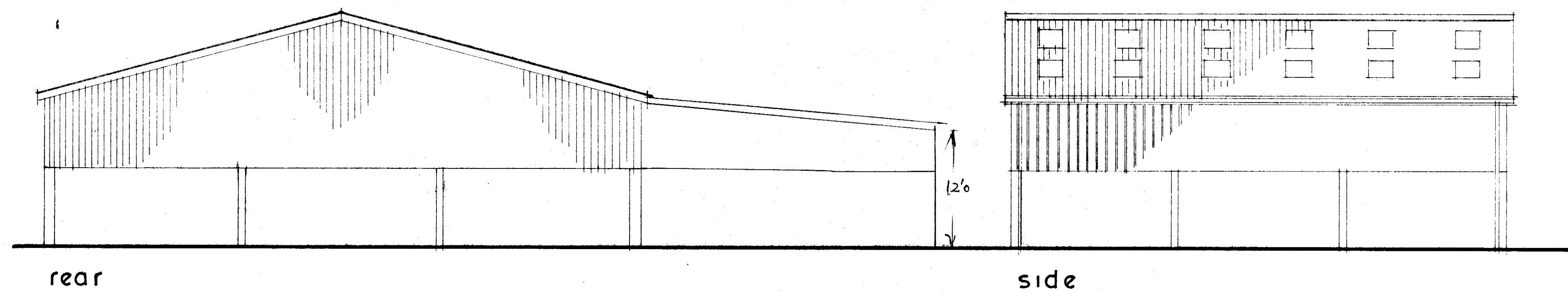
AGENT:
E. P. MITCHELL
4 SHERBURN GROVE
BIRKENSHAW
BRADFORD BD11 2JH
Telephone: (0274) 681439

GRAHAM W. EVANS a.m.i.b.c.
G.W.E. Architectural Design Service.
ARRANDALE, NANT LANE, MORDA,
OSWESTRY, SHROPSHIRE, SY10 9BX.
Tel. Oswestry. (0691) 654925

Project
PORTAL FRAMED BUILDING
CLIFTONVILLE FR, STONAGE LANE,
SHELF, BRADFORD, YORKSHIRE.
for Mr P. BECK.
I.L. ARNOLD

Drawn Scales Ref. No.
1 inch reps 8 feet

This drawing is copyright.
Contractor must check all dimensions on site. Any discrepancies to be reported to the Agent before work commences.
Written dimensions to take preference over scaled.
Any work underground is provisionally shown and inspection of ground conditions is essential prior to work commencing.



TOWN PLANNING DEPT.	
CALDERDALE	
- 6 DEC 1993	
No.	To
File	B/F
Ack'd.	Ans'd
File Ref.	

E. P. MITCHELL

SHERBURN GROVE
BIRKENSIAW
BRADFORD BD11 2JH
Telephone: (0274) 681439

PLANNING APPLICATION
93/00549
REF MR. FINCH.

GRAHAM W. EVANS a.m.i.b.c.

G.W.E.

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I.L. ARNOLD

Drawn	Scales 1 inch reps 8 feet	Ref. No.
-------	------------------------------	----------

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Contractor must check all dimensions on site. Any discrepancies to be reported to the Agent before work commences.
Written dimensions to take preference over scaled.
Any work underground is provisionally shown and inspection of ground conditions is essential prior to work commencing.



Planning Application

FOR OFFICE USE ONLY 00549

Application No. 93/53/00549

Fee Received £22.00

Receipt No. 30335

Date Received 15-3-93
16 MAR 1993

1. TYPE OF APPLICATION (see notes for guidance)

- A. Full Application (including building works) ☒
- B. Full Application (change of use) ☐
- C. Full Application (other development) ☐
- D. Outline Application ☐
- E. Reserved Matters Application ☐
- F. Renewal of previous Application ☐

- G. Application for Removal of Conditions ☐
- H. Application submitted because "Permitted Development rights" have been removed ☐

If your application is for E, F, G or H please give the application number of the previous permission.

2. MATTERS TO BE CONSIDERED (see notes for guidance)

If your application is for D or E above, please tick one or more boxes to show those matters for which you are now seeking approval.

Siting ☐ Access ☐ Design ☐ External appearance ☐ Landscaping ☐

3. BRIEF DESCRIPTION OF PROPOSAL

STEEL PORTAL FRAME BUILDING
FOR AGRICULTURAL PURPOSES.

Area of site (hectares) / Floorspace (m²) 280m²

No. of dwellings —

4. FULL POSTAL ADDRESS / SITE LOCATION

CLIFTONVILLE FARM,
STANAGE LANE
SHELF
HALIFAX

5. FULL NAME, ADDRESS AND POSTCODE

APPLICANT: P. BECK
Address: CLIFTONVILLE FARM
STANAGE LANE
SHELF
HALIFAX HX3 7TP
Telephone No. (Daytime): 0274 677153

E. P. MITCHELL

AGENT: E. P. MITCHELL
Address: 4 SHERBURN GROVE
BIRKENSHAW
BRADFORD BD11 2JH
Telephone: (0274) 631439
Telephone No. (Daytime):
Personal Contact:

6. OTHER APPLICATIONS

If the proposal is also the subject of a previous or current application for any other consent shown below, please tick box and give the relevant application number/s where known.

Building Regulations

☐

Listed Building Consent

☐

Conservation Area Consent

☐

Consent to display an advertisement

☐

Consent to remove or cut back any tree protected by a preservation order / conservation area

☐

7. EXISTING USE

Please state the existing or last known use(s) of the site/building

POULTRY FARM.

If not currently used, when was the last date of occupancy ?

8. ACCESS, ROADS AND RIGHTS OF WAY

Is a new or altered vehicular access proposed to or from the public highway ?

☒ YES/NO

Are there any new public roads to be provided within the site ?

☐ YES/NO

Are there any public rights of way within or adjacent to the site ?

☒ YES/NO

9. MATERIALS

Please state the materials to be used for :-

Roofs: BIG 6 ASBESTOS FREE SHEETS
STANDARD GREY

External Walls: SPACE BOARDS ABOVE
CONCRETE BLOCK WALLS.

Site Boundaries: —

10. TREES

Will the proposal result in the removal or cutting back of any trees (including any roots) within or adjacent to the site ?

☒ YES/NO

11. PARKING

How many existing parking spaces are there ?

How many spaces will there be within the site ?

12. WATER SUPPLY / DRAINAGE

Please state the means of water supply.*

Mains

☒

Private piped

☐

Spring

☐

Please state the means of rainwater disposal.*

Mains

☐

River, stream

☐

Soakaway

☒

Other

☐

Please state the means of sewage disposal.*

Mains

☐

Septic Tank

☐

Cesspit

☐

Other

☐

* (tick one box in each section).

PLEASE COMPLETE THIS PAGE FOR ANY DEVELOPMENT OTHER THAN DOMESTIC RESIDENTIAL.

13. TYPE OF BUSINESS

Please describe the nature of the industrial process, business or other activity to be carried out in the building / on the site.

LIVESTOCK BUILDING.

14. FLOORSPACE

If the proposal involves additional, or changes of use to, floorspace, please give details of the different uses in the following

	Existing m ²	Proposed m ²		Existing m ²	Proposed m ²
Industrial			Leisure		
Warehousing			Residential		
Office			Other (please specify)		280
Retail			AGRICULTURAL		

15. TRAFFIC MOVEMENTS

Please estimate the number of commercial vehicle movements to and from the site.

Daily / Weekly *

ONE

Max. vehicle weight

Is provision to be made for vehicle movements within the site ?

YES/NO

* (delete as appropriate)

16. JOBS

Please state the number of jobs that :-

a) the existing business provides :-

Full-time

Part time

b) the proposal will create (new or additional) :-

Full-time

Part-time

17. HOURS OF OPERATION

What are the intended days / hours of opening / operation ?

18. POLLUTION CONTROL (see notes for guidance)

Please state the nature, volume and means of disposal of Trade Effluent / Waste. NONE

Please give details (with quantities) of any hazardous materials to be used or stored within the site. NONE

19. CERTIFICATE OF OWNERSHIP (see notes for guidance)

I certify that (Delete where inappropriate*):

EITHER *on the day 21 days before the date of the application nobody, except the applicant, was the owner of any part of the land to which the application relates.

OR *I have given the requisite notice to every person listed below who, on the day 21 days before the date of the application was an owner of all or any part of the land to which the application relates.

Name and address of owner(s): P. BECK
CHIFTONVILLE FARM, STANAGE LANE,
SHELF. Date Notice Served:

(If necessary continue on a separate sheet).

Signed: [Signature] for P. BECK Date: 15/3/93.

20. AGRICULTURAL HOLDINGS CERTIFICATE (see notes for guidance)

I certify that (Delete where inappropriate*):

EITHER *~~none of the land to which the application relates is, or is part of, an agricultural holding.~~

OR *the land forms part of an agricultural unit and I have given the requisite notice to every person listed below who, on the day 21 days before the date of the application was a tenant of an agricultural holding on all or part of the land to which the application relates. (If the applicant is the sole agricultural tenant, insert "not applicable" in the space below).

Name and address of tenant(s): N. A.
..... Date Notice Served:

(If necessary continue on a separate sheet).

Signed: [Signature] for P. BECK Date: 15/3/93

21. FEES (Please Complete either A or B)

A I enclose a fee of £ 22.00 in accordance with the fee regulations for this application.

B I claim exemption from fee payment on the following grounds (please mark as appropriate).

The application relates to works to improve the access, safety, health or comfort of a disabled person. ☐

Application required because "Permitted Development" rights have been removed. ☐

A similar previous application has been made by the same applicant on the same site within the period specified in the fee regulations. Please give the number of the previous application

22. GENERAL STATEMENT

I have read the Council's 'Notes for guidance'. I understand that any false declaration may result in prosecution and any omission in the application form may result in the application being either delayed or not determined.

I attach the necessary plans and documents.

Signed: [Signature]

(On behalf of): P. BECK

Date: 15/3/93.

Applications should be submitted to :
The Town Planning Department,
Northgate House, Northgate,
HALIFAX, HX1 1UN.

PLANNING PERMISSION

Town and Country Planning Act 1990

Town and Country Planning General Development Order 1988

THIS PERMISSION DOES **NOT** CONSTITUTE APPROVAL UNDER THE BUILDING REGULATIONS

(Please see notes at end of this letter)

To
P Beck
c/o Agent

This Council hereby grants planning permission for

**Steel portal frame building for
agricultural purposes**

on land situate at

**Cliftonville Farm
Delph Field House, Stanage Lane
Shelf, Halifax
West Yorkshire**

in accordance with the plans approved by the Council on 10/05/93 subject to the following condition under section 91 of the Act

The development to which this permission relates must be begun not later than the expiration of FIVE YEARS beginning with the date on which this permission is granted

and subject to the following conditions specified hereunder:

1. Before the development commences the existing buildings coloured orange on the approved plan shall be permanently removed.
2. No roofing/cladding operations shall begin until details of the roof/cladding sheets and any edge trims, which shall be of a dark colour, have been submitted to and approved in writing by the Local Planning Authority. Before occupation of any part of the development the roofing/cladding sheets and any edge trims shall be carried out in accordance with the details so approved and shall be retained thereafter.
3. The proposed door shall be painted a dark colour to be first agreed in writing by the Local Planning Authority and shall be retained so thereafter.

4. Notwithstanding any details shown on the permitted plans the plinth walls of the development shall not begin until details and/or samples of the external facing material which shall be of regularly coursed local natural stone or pitched-faced artificial stone (sympathetic in colour, coursing and texture with the local natural stone used in the immediate vicinity) have been submitted to and approved in writing by the Local Planning Authority. Furthermore, the pointing shall be flush with the facing of the stone or slightly recessed. The facings of the development shall thereafter be constructed in accordance with the details and samples so approved.

The reasons for the Councils decision to grant a permission for the development subject to the above additional conditions are:

1. In the interests of the visual amenity and appearance of this Green Belt area.
2. To ensure the use of appropriate materials in the interests of visual amenity.
3. In the interests of visual amenity.
4. To ensure the use of appropriate materials in the interests of visual amenity.

DATED: 10.05.1993

.....
Chief Town Planning Officer

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within six months of the date of this notice, using a form which you can get from the Department of the Environment at Tollgate House, Houlton Street, Bristol, BS2 9DJ. A copy of the completed appeal form should be sent to the Chief Executive, Calderdale MBC, Town Hall, Halifax, West Yorkshire, HX1 1UJ.
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Purchase Notice

- * If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

 **P. MITCHELL**

4 SHERBURN GROVE
BIRKENSHAW
BRADFORD BD11 2JH

Tel: 0274 681439

ALTERNATIVE FEEDS AND SUPPLEMENTS

BIONAGRO NATURAL HEALTH IMPROVERS

V.A.T. Reg. No. 566 8734 88

The Information Unit,
Metropolitan Borough of Calderdale,
Town Planning Dept.,
Northgate House,
HALIFAX HX1 1UN.

3rd. December 1993.

For the attention of Mr. Finch.

Dear Sirs,

Ref: Planning Application 93/00549 - Cliftonville Farm, Shelf.

Further to my conversation with Mr. Finch, I enclose a plan of the agricultural building erected for Mr. P. Beck, at the above address.

I have added to the plan, in red, a proposed extension on one side (north) of a lean-to 30 ft. wide, constructed and finished in similar materials to the main building. This would be used for cattle housing on straw, containing three pens with gated fronts. Would this be admissible without further application? ①.

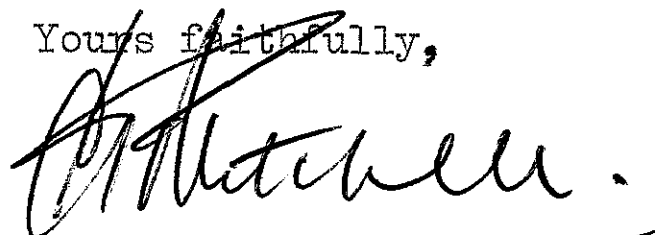
Concerning your condition that the new building walls should be faced in natural or artificial stone, we propose to use Marshalls 'Cromwell' 18" x 6" x 4" stone blocks on the face, supported behind by same size concrete blocks, both inset into the stanchions (10") for added strength. Please confirm quickly if this is acceptable, as cattle now need to be housed as soon as possible. ②.

If the lean-to is allowed, we propose to use the normal 18" x 9" x 9" concrete blocks to wall the interior stanchion line between the main building and the proposed lean-to. The ends would be faced as above using 'Cromwell' blocks, which incidentally, are supplied in colours buff or grey. ③.

Finally, there is a proposal to erect a further cattle building, opposite the new building, but smaller and lower in construction. The size would probably be 50' x 30' x 12' high to eaves, and would complete a viable beef rearing holding. What is the procedure in this case? ④.

Thanking you in anticipation of an early reply, I remain,

Yours faithfully,



E.P. MITCHELL.

TOWN PLANNING DEPT. CALDERDALE	
- 6 DEC 1993	
No. booked 5	To GF
File	B/F
Ackd. 6/12	
File Ref.	

① Does it need p.p.?

② P+C matter - Council accepted

③.

④ Does it need p.p.?

 **P. MITCHELL**

4 SHERBURN GROVE
BIRKENSHAW
BRADFORD BD11 2JH

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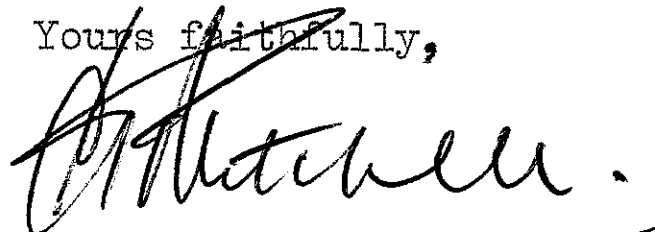
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① Does it need p.p.?

② P+C matter - Council accepted

③.

④ Does it need p.p.?

E P Mitchell
4 Sherburn Grove
Birkenshaw
BRADFORD
BD11 2JH

file
GF/93/53/00549/08

Mr G Finch

2228

29 July 1993

Dear Sir

AGRICULTURAL BUILDING AT CLIFTONVILLE FARM, STANAGE LANE, SHELF

Reference is made to the above proposal which was granted planning permission on 10th May 1993 subject to four conditions.

It is confirmed that the Eternit cladding sheets specified in the submitted brochure will be acceptable. Provided the sheets are finished in the indicated Dark Brown (BS 08-B-29) and retained so thereafter, Condition 2 attached to the above referenced planning permission will be discharged. Similarly the painting of the doors in the same colour will discharge Condition 3.

Yours faithfully

C Ferneyhough
SENIOR MANAGER
PLANNING AND BUILDING CONTROL DIVISION

E P Mitchell
4 Sherburn Grove
Birkenshaw
BRADFORD BD11 2JH

GF/93/53/00549/GR

Mr G Finch

2228

17 January 1994

Dear Sir

PLANNING PERMISSION FOR A NEW AGRICULTURAL BUILDING
AT CLIFTONVILLE FARM, STANAGE LANE, SHELF

Further to the telephone conversation between Messrs Finch and Mitchell on 22 December 1993, it is confirmed that the use of Marshall's Cromwell artificial stone to face the plinth of the above building will be acceptable within the terms of condition 4.

It is further confirmed that Mr Beck's proposal for a lean-to addition to the building, and a further detached building, will require planning permission due to the proximity to dwellings on Stanage Lane.

Yours faithfully

C Ferneyhough
SENIOR MANAGER, PLANNING AND CONTROL DIVISION

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