



Auction Pack

34a Park Drive ,
Bradford BD9 4DT



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of 34a PArk Drive Bradford BD9 4DT

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.

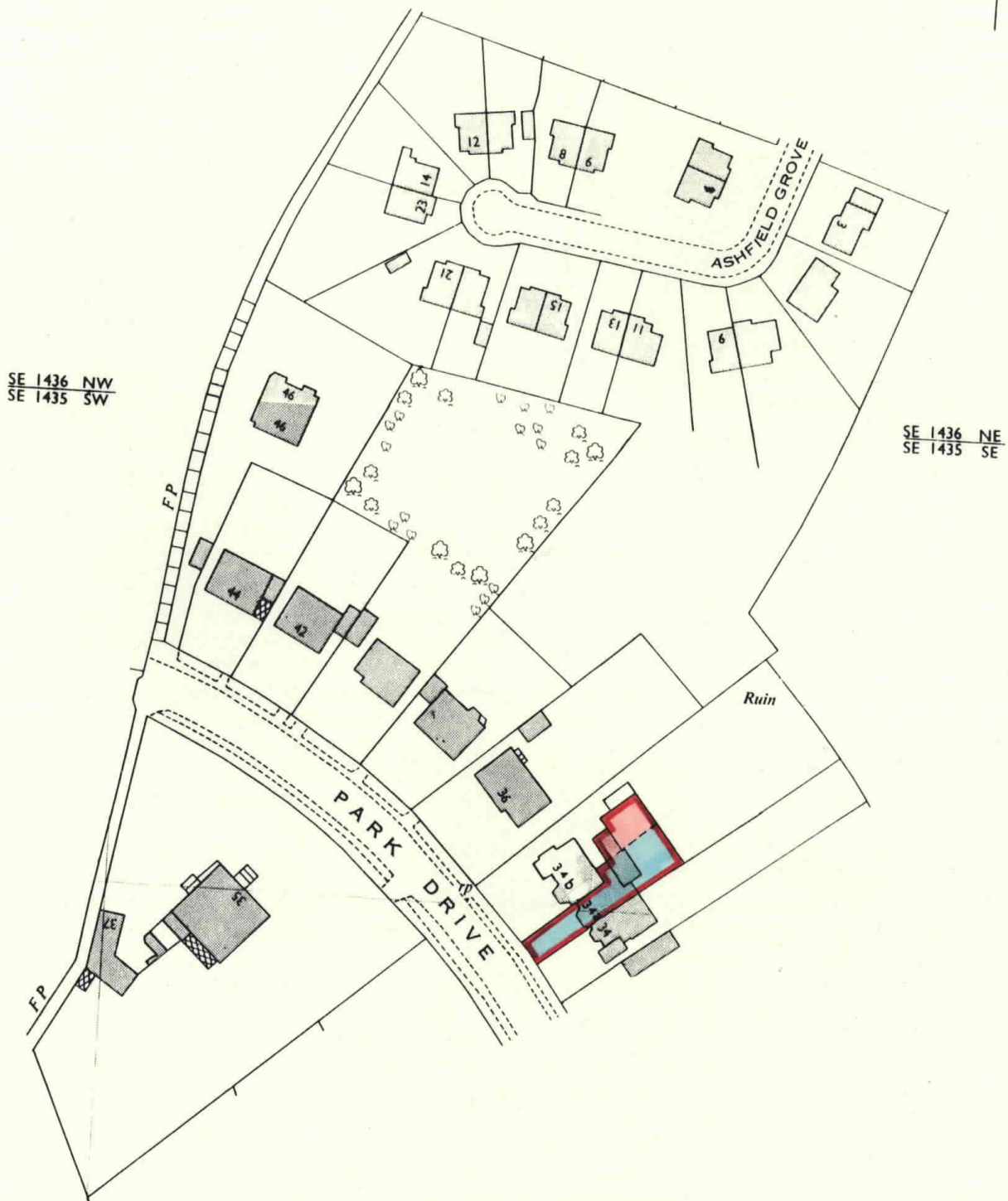
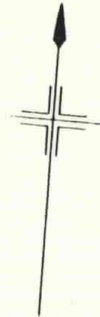
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 06 March 2024 shows the state of this title plan on 06 March 2024 at 12:11:02. 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 .

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H.M. LAND REGISTRY		TITLE NUMBER	
		WYK452702	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 1435
			SECTION
			K
Scale: 1/1250			© Crown copyright 1970.

BRADFORD, DISTRICT



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.



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 : BRADFORD

1 (09.10.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 34a Park Drive, Bradford (BD9 4DT).

2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 29 March 1960 made between (1) The Barnsley Permanent Building Society (2) Piccadilly Properties (Bradford) Limited (Purchasers) and (3) Eleanora Lockey Nellist:-

TOGETHER with a right to and for the Purchasers and their successors and assigns (in common with the owners and occupiers for the time being of the adjoining property No. 34 Park Drive Heaton aforesaid) of access to and right to drain into the water tank at the rear of the said adjoining property

SUBJECT to the rights of the owners or occupiers for the time being of the said adjoining property No. 34 Park Drive aforesaid (in common with the Purchasers and their successors and assigns) of drainage in and under the property thereby conveyed as at present enjoyed.

3 The Conveyance dated 29 March 1960 referred to above contains the following provision:-

DECLARATION that the walls and fences separating the property thereby conveyed from the adjoining property No. 34 Park Drive Heaton aforesaid should be deemed to be joint and party walls and fences to which Section 38 of the Law of Property Act 1925 shall apply.

4 A Conveyance of the land in this title dated 6 February 1961 made between (1) Piccadilly Properties (Bradford) Limited (Vendors) and (2) Kenneth Bland and Vera Helene Bland contains the following provision:-

"IT is hereby agreed and declared that the walls and fences separating the property hereby conveyed from the adjoining property Number 34B Park Drive aforesaid shall be deemed to be joint and party walls and fences And further that all gullies drains sewers gas and water pipes and electric cables purporting to serve the land in connection with the property hereby conveyed and the said adjoining property shall continue

A: Property Register continued

to be so used and enjoyed and shall be maintained and repaired at the joint and equal expense of the Vendors and other the owner or owners for the time being of the dwellinghouse."

- 5 The land has the benefit of the following rights granted by a Conveyance of the land in this title dated 6 March 1963 made between (1) Kenneth Bland and Vera Helene Bland and (2) William McWeeny and Mary Teresa McWeeny (Purchasers):-

"TOGETHER with rights of foot horse and carriageway over and along the drive leading from Park Drive aforesaid to the said garage comprised in the property hereby conveyed and coloured yellow on the said plan in order to obtain access to and egress from the said garage SUBJECT to the Purchasers or other the owner or owners for the time being of the property hereby conveyed bearing one half of the cost of maintaining and keeping in good repair the said drive."

NOTE: Copy plan filed.

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 (05.07.2006) PROPRIETOR: WILLIAM RICHARDSON of 34a Park Drive, Bradford, West Yorkshire BD9 4DT.
- 2 (05.07.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21 June 2006 in favour of Southern Pacific Mortgage Limited referred to in the Charges Register.
- 3 (05.04.2011) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Jayne Barnes (also known as Jayne Adamson) at Newsham Cottage, Newsham Hall, Aislaby, Eagescliffe, TS16 0XS, being the person with the benefit of a Final charging order on the beneficial interest of Ian Hields made by the Middlesbrough County Court on 26 January 2011 (Court reference 6MB05083).

C: Charges Register

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

- 1 A Conveyance of the land tinted blue dated 21 May 1891 made between (1) The Honourable Lawrence Parsons and John Gilbert King (2) The Right Honourable Earl of Rosse and (3) James Ledingham contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the filed plan and other land dated 21 December 1905 made between (1) The Right Honourable Lawrence Earl of Rosse (2) The Honourable and Reverend Randal Parsons and The Honourable Charles Algernon Parsons and (3) Robert Thomson Heselton (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (05.07.2006) REGISTERED CHARGE dated 21 June 2006.
- 4 (05.07.2006) Proprietor: SOUTHERN PACIFIC MORTGAGE LIMITED (Co. Regn. No. 3266119) of Ascot House, Maidenhead Office Park, Maidenhead SL6 3QQ.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 21 May 1891 referred to in the Charges Register:-

And the Purchaser for himself his heirs and assigns doth hereby covenant and agree with the present Trustees and other the Trustees or Trustee for the time being of the powers of sale and exchange in the said Indenture of Settlement and also separately with the said present Earl and his successors in manner following that is to say That the Purchaser his heirs or assigns will forthwith appropriate from the said plot of land the portions coloured brown upon the said plan within the boundary lines of the said land towards Park Drive aforesaid and the said Back Road and shall pay to the said Trustees or trustee for the time being a proportionate share to be ascertained by the Certificate of the Surveyor or Agent hereinbefore mentioned (which Certificate shall be final and conclusive) of the costs hereinafter to be incurred (if any) in constructing and forming and in paving and flagging as the case may be the said sewers and Park Drive aforesaid the said Back Road and the said Planting under the power hereby given (which proportionate share until payment shall be a first charge upon the said plot of land) and also a proportionate share to be ascertained as aforesaid and paid on demand of afterwards cleansing maintaining renewing and repairing the same until they shall become repairable by the public And will not erect or fix any steps or other obstruction or encroachment whatever upon Park Drive aforesaid and the said Back Road and will pay to the said present Earl or his successors for any damage or injury caused by or during the erection of any building upon the said plot of land or any works connected therewith to Park Drive aforesaid and the said planting or the said Back Road or adjoining Roads or to any of the said sewers drains or pipes such an amount as shall be assessed in respect thereof by the Certificate of the said Surveyor or Agent And will not without the consent in writing of the said Trustees or Trustee for the time being and of the said present Earl or his successors build or erect any buildings or erection so as to project into or overhang the portion of the said plot of land hereby assured lying between the Building Line shown on the said plan and Park Drive aforesaid Save only porches windows and other usual architectural ornaments or dressings and will not use any erection or building to be erected on the said plot of land for any other purpose than as a private dwellinghouse and the outbuildings and offices necessary to be used therewith and shall not erect more than one dwellinghouse with the necessary outbuildings on the said plot of land And will not make any such dwellinghouse more than two storeys in height exclusive of cellars and attics and that any such dwellinghouse and outbuildings as aforesaid shall at the date of the completion thereof be of the annual value of Sixty pounds at least And also will not put out or make any openings light or windows in any building or wall to be erected upon the said plot of land so as to look or open immediately upon the adjoining property of the said present Earl or his successors or within a distance of twelve feet thereof without the consent in writing of the said Trustees or Trustee for the time being and of the said present Earl and his successors and will not erect or cause to be erected within the same distance from the adjoining property of the said present Earl or his successors any manure heap or privy without the like consent And will on or before the first day of July next make or erect a substantial wall or iron fence along the North West and South sides of the said plot of land such wall or fence to be of one uniform height from the surface of the ground whereof the same shall be erected and to be not less than four feet or more than eight feet high except upon the South West side of the said plot of land and so much of the North west side thereof as is to the South West of the Building Line shown upon the said plan and in such excepted cases shall not be more than six feet high and in such excepted cases also the wall or fence shall be either a wall or a dwarf wall with palisades or a substantial iron fence And also that the purchaser will at all times hereafter keep such wall or fence in good repair and if he shall fail or neglect to erect any such wall or fence within the time aforesaid or to repair the same within ten days after a written notice signed by the said Surveyor Agent requiring him so to do shall have been given to him or left on the said plot of land the said Trustees or Trustee for the time being or the said present Earl or his successors shall be at liberty to erect replace repair or maintain such wall or fence and the Purchaser his heirs or assigns will on demand pay to the said Trustee or Trustees for the time being or to the said present Earl or his successors the cost incurred by them or him in so

Schedule of restrictive covenants continued

doing And also that the Purchaser will not quarry stone or make any bricks or erect any temporary buildings on the said plot of land except a temporary paling and such sheds or workshops as shall be required and be exclusively used for the works incidental to the erection of the buildings hereby authorised to be built on the said plot of land And also that all buildings and walls to be erected on the said plot of land shall be faced in front thereof with newly quarried stone And also that the Purchaser will indemnify the said Trustees or Trustee for the time being and the said present Earl against all claims and demands by the said Corporation in respect of anything to be done by the purchaser on the said plot of land And also it is hereby declared and agreed that the said Trustees or Trustee for the time being and the said present Earl or his successors shall not be bound to make or lay out more of Park Drive aforesaid or the said Back Road that they or he shall think fit

NOTE: copy plan filed.

- 2 The following are details of the covenants contained in the Conveyance dated 21 December 1905 referred to in the Charges Register:-

That he the Purchaser his heirs executors administrators or assigns would forthwith at his or their own expense appropriate from the said plot of land the portions coloured brown and brown overlaid with purple upon the said plan within the boundary lines of the said land towards the said Drive and Back Road or such extended width as the Bradford Corporation might require in which case the extended width should be deemed to be substituted for the width shown of the said plan And would pay to the said present Earl or his successors in title or as he or they should direct the sum of £13.11.2. in respect of Road and Drainage Expenses already incurred and a proportionate share (to be ascertained by the Certificate of the Surveyor or Agent thereinbefore mentioned which Certificate should be final and conclusive) of the costs to be thereafter incurred by the said present Earl or his successors in title in constructing and forming and in paving and flagging as the case may be the said sewers and the said Drive and Back Road under the power thereby given (which proportionate share until payment should be a first charge upon the said plot of land and should carry interest at the rate of £5. p.c. p.a. from the date when demand for payment should be made until the actual payment thereof) and also a proportionate share (to be ascertained as aforesaid and paid on demand) of henceforth cleansing maintaining and repairing the said Drive and Back Road until they should become repairable by the Public AND would not erect or fix any steps or other obstruction or encroachment whatever upon the said Drive or Back Road AND would pay to the said present Earl or his successors in title for any damage or injury caused by or during the erection of any building upon the said plot of land or any works connected therewith to the said Drive or Back Road or to any of the said sewers drains or pipes such an amount as should be assessed in respect thereof by the Certificate of the said Surveyor or Agent AND would not without the consent in writing of the said present Earl or his successors in title build or erect any building or erection so as to project into or overhang the portion of the said plot of land thereby assured lying between the amended building line shown on the said plan and the said Drive save only porches porticoes bay windows and other usual architectural ornaments or dressings And would not use any erection or building to be erected on the said plot of land for any other purpose than as a private dwellinghouse and the outbuildings and offices necessary to be used therewith or as an addition to the adjoining dwellinghouse of the Purchaser and would not erect more than one dwellinghouse with the necessary outbuildings on the said plot of land And would not make any such dwellinghouse more than two storeys in height exclusive of cellars and attics And that the rental value of any such dwellinghouse including the outbuildings and offices in connection therewith should not be less than £60. p.a. And that the level of the ground floor along the amended building line marked on the said plan should not extend 5 feet in height above the surface of the portion of Park Drive opposite thereto AND ALSO would not put out or make any openings lights or windows in any building or wall to be erected upon the said plot of land so as to look or open immediately upon the adjoining property of the said present Earl or his successors or within a distance of 12 feet thereof without the consent in writing of the said present Earl or his successors in title or erect or cause to be

Schedule of restrictive covenants continued

erected any ashplace manure heap or privy within the same distance AND would forthwith (if not already done) make or erect a substantial wall or fence along the North West side of the said plot of land such wall or fence to be of one unbiform height form the surface of the ground whereon the same should be erected and to be not less than 5 feet high except upon so much of the North West side of the said plot of land as is to be the South West of the building line shown upon the said plan and in such excepted case also the substantial fence should be either a wall or a dwarf wall with palisades or a substantial iron fence AND ALSO that the Purchaser would at all times thereafter keep such wall or fence in good repair and that if he should fail or neglect to erect any such wall or fence within the time aforesaid or to repair the same within 10 days after a written notice signed by the said Surveyor or Agent requiring him so to do shall have been given to him or left on the said plot of land the said present Earl or his successors in title should be at liberty to erect replace repair or maintain such wall or fence and that the Purchaser his heirs executors administrators or assigns would on demand pay to the said present Earl or his successors or as he or they should direct the cost incurred by him or them in so doing AND ALSO that the Purchaser would not quarry stone or make or burn any bricks or erect any temporary building on the said plot of land except such sheds or workshops as should be required and be exclusively used for the works incidental to the erection of the buildings thereby authorised to be built on the said plot of land And also that all buildings and walls fronting to Park Drive and the said Back Road should be faced with newly quarried stone And also that no obnoxious or offensive trade or business should be carried on in or upon the plot of land or in or upon any building which might be erected thereon.

NOTE: copy plan filed.

End of register

Energy performance certificate (EPC)

34a Park Drive
BRADFORD
BD9 4DT

Energy rating

F

Valid until:

8 March 2034

Certificate
number:

0489-3035-8207-4264-
7204

Property type

Mid-terrace house

Total floor area

143 square metres

Rules on letting this property

! You may not be able to let this property

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

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

Energy rating and score

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

[See how to improve this property's energy efficiency](#).

The graph shows this property's current and potential energy rating.

Properties get a rating from A (best) to G (worst) and a score. The better the rating and score, the lower your energy bills are likely to be.

For properties in England and Wales:

the average energy rating is D
the average energy score is 60

Score	Energy rating	Current	Potential
92+	A		
81-91	B		
69-80	C		79 C
55-68	D		
39-54	E		
21-38	F	38 F	
1-20	G		

Breakdown of property's energy performance

Features in this property

Features get a rating from very good to very poor, based on how energy efficient they are. Ratings are not based on how well features work or their condition.

Assumed ratings are based on the property's age and type. They are used for features the assessor could not inspect.

Feature	Description	Rating
Wall	Sandstone or limestone, as built, no insulation (assumed)	Very poor
Wall	Cavity wall, as built, insulated (assumed)	Good
Roof	Pitched, no insulation (assumed)	Very poor
Roof	Flat, insulated	Average
Roof	Roof room(s), no insulation (assumed)	Very poor
Window	Single glazed	Very poor
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system, no cylinder thermostat	Poor
Lighting	Low energy lighting in 73% of fixed outlets	Very good
Floor	Suspended, no insulation (assumed)	N/A
Secondary heating	None	N/A

Primary energy use

The primary energy use for this property per year is 461 kilowatt hours per square metre (kWh/m²).

Additional information

Additional information about this property:

- Stone walls present, not insulated
-

How this affects your energy bills

An average household would need to spend **£4,299 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £2,440 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2024** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

Heating this property

Estimated energy needed in this property is:

- 27,296 kWh per year for heating
- 4,162 kWh per year for hot water

Impact on the environment

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

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

Carbon emissions

An average household produces 6 tonnes of CO2

This property produces 12.0 tonnes of CO2

This property's potential production 3.8 tonnes of CO2

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

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

Changes you could make

Step	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£540
2. Internal or external wall insulation	£4,000 - £14,000	£303
3. Floor insulation (suspended floor)	£800 - £1,200	£180
4. Add additional 80 mm jacket to hot water cylinder	£15 - £30	£64
5. Draught proofing	£80 - £120	£115

Step	Typical installation cost	Typical yearly saving
6. Low energy lighting	£15	£35
7. Hot water cylinder thermostat	£200 - £400	£252
8. Condensing boiler	£2,200 - £3,000	£688
9. Solar water heating	£4,000 - £6,000	£77
10. Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£186
11. Solar photovoltaic panels	£3,500 - £5,500	£518

Help paying for energy improvements

You might be able to get a grant from the [Boiler Upgrade Scheme \(https://www.gov.uk/apply-boiler-upgrade-scheme\)](https://www.gov.uk/apply-boiler-upgrade-scheme). This will help you buy a more efficient, low carbon heating system for this property.

More ways to save energy

Find ways to save energy in your home by visiting www.gov.uk/improve-energy-efficiency

Who to contact about this certificate

Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

Assessor's name	Mark Rowland
Telephone	07795443393
Email	mark@ypmuk.co.uk

Contacting the accreditation scheme

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

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/018908
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

Assessor's declaration	No related party
Date of assessment	8 March 2024
Date of certificate	9 March 2024
Type of assessment	RdSAP

Regulated Local Authority Search

Land Charges Summary

This search reveals 2 registration(s) as described in the schedule hereto.



Planning Permissions

Sections 1.1a-1.1i

Yes



Building Regulations Approval

Sections 1.1j-1.1l

Yes



Planning Designations and Proposals

Section 1.2

Identified



Roads

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

Public

Other Matters



Nearby Road Schemes

Section 3.4

No



Nearby Railway Schemes

Section 3.5

Identified



Traffic Schemes

Section 3.6

Identified

About Your Search

Search Type:

**Land Charges Register and Local
Search Enquiries**

Property:

34a Park Drive
Bradford
BD9 4DT

Local Authority:

Bradford City Metro District Council
City Hall, Bradford, West Yorkshire,
BD1 1HY.

Our Reference:

XX/4352387

Your Reference:

Searches/BD94DT/WYK452702

Prepared by:

Mlnnes

Invoice Number:

E25612717

Date:

14/03/2024

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



0800 052 0117



cs@onesearchdirect.co.uk



Contents

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

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

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

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

Search of Local Land Charges Register

Subjects: 34a, Park Drive, Bradford, West Yorkshire, BD9 4DT.
Date of Search Report: 14/03/2024
Search Report No: 06189220
Search Report Prepared By: Minnes

Charges on Register

03 - Planning Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
The Heaton Estates Conservation Area. Designated by virtue of Planning (Listed Buildings and Conservation Areas) Act 1990. Conservation Area made 12/01/1981- and extended on the 08/06/1981 made by the City of Bradford Metropolitan District Council. TLC Ref. CA284783.	Bradford City Metro District Council	City Hall, Bradford, West Yorkshire, BD1 1HY.	10/9/1981

04 - Miscellaneous Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Northwest Smoke Control Order No. 07/00234/SMKCON Clean Air Act 1956 Section 11. Ref: 07/00234/SMKCON.	Bradford City Metro District Council	City Hall, Bradford, West Yorkshire, BD1 1HY.	1/5/1972

Local Search Enquiries

Subjects: **34a, Park Drive, Bradford, West Yorkshire, BD9 4DT.**
 Date of Search Report: **14/03/2024**
 Search Report No: **06189220**
 Search Report Prepared By: **Minnes**

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

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

Planning and Building Regulation Decisions and Pending Applications

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

1.1

Section 1.1 (a) Planning Permissions				Yes
	Decision	Date	Application Type	
07/04113/CPN	Granted	22-May-2007	Planning	
Proposal				
T1 Ash - Dead - Fell and grind out stump. T2 Sycamore - Severe dieback and damage, Fell grind out stump and replace. 34B Park Drive Bradford West Yorkshire BD9 4DT				
Section 1.1 (b)	Listed Building Consents			None
Section 1.1 (c)	Conservation Area Consents			None
Section 1.1 (d)	Certificate of Lawfulness of Existing Use or Development			None
Section 1.1 (e)	Certificate of Lawfulness of Proposed Use or Development			None
Section 1.1 (f)	A Certificate of Lawfulness of Proposed Works for Listed Buildings			None
Section 1.1 (g)	A Heritage Partnership Agreement			None
Section 1.1 (h)	A Listed Building Consent Order			None
Section 1.1 (i)	A Local Listed Building Consent Order			None
Section 1.1 (j)	Building Regulations Approvals			None
Section 1.1 (k)	Building Regulations Completion Certificate			None
Section 1.1 (l)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?			Yes
	Decision	Date	Application Type	
18/04327/FENSA	Registered	30-Jan-2018	Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification	
Proposal				
Install replacement windows in a dwelling				
19/01094/NICEIC	Registered	9-Dec-2018	Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification	
Proposal				
Install one or more new circuits				
19/18554/FENSA	Registered	12-Aug-2019	Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification	

Proposal

Install replacement windows in a dwelling

21/06494/FENSA

Registered

3-Mar-2021

Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification

Proposal

Install replacement window in a dwelling

Install replacement door in a dwelling

Informative

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

Informative

The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/04/1974 - and building control - 01/01/1983 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details

Informative

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

Planning Designations and Proposals

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

See details below

1.2

Borough Boundary	-	-
Local Plans	Borough Boundary	
Bradford District Replacement Udp Adopted	Adopted	31/10/2005
Local Plan Policy	Borough Boundary	
Local Plan Policy	Constituency Boundaries	
Local Plan Policy	Conservation Areas	
Core Strategy	Submission Draft	12/12/2014
Local Plans	Waste Management Core Strategy - Area of Search	
Local Plans	Regional City	
Local Plans	Coal MSA	
Local Plans	ZONE Bii 7km boundary - mitigation zone	
Local Plans	Aerodrome Safeguarding Area	

Informative

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

Roads

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

2.1

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

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

No

2.2**Informative**

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

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

No

2.3**Informative**

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

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

No

2.4**Informative**

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

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

No

2.5

Other Matters

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

Land Required for Public Purposes

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

No

3.1

Land to be Acquired for Road Works

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

No

3.2

Drainage Matters

3.3

3.3. Is the property:-	
(a)Served by a sustainable urban drainage sustem (SuDS)?	Not Available
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	Not Available
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	Not Available
Informative <i>Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.</i>	

Nearby Road Schemes

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

No

3.4

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

Informative

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

Nearby Railway Schemes

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

No

3.5

Informative

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

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

Yes

3.5

Scheme Type**Proposal**

Proposed Tram - Train Route

Proposed Tram - Train Route

Informative

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

Traffic Schemes

3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:			Yes	3.6
(a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building?				
Scheme Type	Proposal	Subject		
Waiting or Loading restrictions	Bradford Metropolitan District Council (Waiting Loading and Parking) (Consolidation) (Amendment No 15) Order 2023 105335 Bradford West Area 22/23	Park Drive, Bradford		
Informative <i>In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.</i>				
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>				
Informative <i>This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i>				

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-			No	3.7
(a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management				
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>				

Contravention of Building Regulations

3.8. Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations			No	3.8
---	--	--	----	-----

Notices, Orders, Directions and Proceedings under Planning Acts

3.9

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

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

Informative

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

Community Infrastructure Levy (CIL)

3.10 (a) Is there a CIL charging schedule?	Yes	3.10
<p>Type of Development - Charging Schedule CIL Charging Rates (per sq. m)</p> <p>Residential - Zone 1 (C3)1 £100</p> <p>Residential - Zone 2 (C3)1 £50</p> <p>Residential - Zone 3 (C3)1 £20</p> <p>Residential - Zone 4 (C3) £0</p> <p>Retail warehousing2 - Central Bradford £85</p> <p>Large Supermarket (>2000 sq m) £50</p> <p>All other uses not cited above £0</p> <p>1 Excludes specialist older persons' housing (also known as Sheltered/Retirement/Extra Care) defined as residential units which are sold with an age restriction typically to the over 50s/55s with design features, communal facilities and support available to enable self-care and independent living.</p> <p>2 Retail warehouses are usually large stores specialising in the sale of household goods (such as carpets, furniture and electrical goods), DIY items and other ranges of goods. They can be stand-alone units, but are also often developed as part of retail parks. In either case, they are usually located outside of existing town centres and cater mainly for car-borne customers. As such, they usually have large adjacent, dedicated surface parking.</p>		
<p>(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:-</p>		
(i) a liability notice?	No	
(ii) a notice of chargeable development	No	
(iii) a demand notice	No	
(iv) a default liability notice?	No	
(v) an assumption of liability notice?	No	
(vi) a commencement notice?	No	
(c) Has any demand notice been suspended?	No	
(d) Has the Local Authority received full or part payment of any CIL liability?	No	
(e) Has the Local Authority received any appeal against any of the above?	No	
(f) Has a decision been taken to apply for a liability order?	No	
(g) Has a liability order been granted?	No	
(h) Have any other enforcement measures been taken?	No	
<p>Informative</p> <p><i>Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3.10 (b)(i), (b)(iii), (d), and (f-h).</i></p>		

Conservation Areas

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

Compulsory Purchase

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

Contaminated Land

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

No

3.13

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

Informative

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

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

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

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

Radon Gas

3.14. Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?	Yes 3.14
<p>Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report. The cost of a Landmark Radon Report is currently £1.20 including VAT.</p> <p>Informative</p> <p><i>“Radon Affected Area” means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by Public Health England which also advises Government on the numerical value of the “Radon Action Level” (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).</i></p> <p><i>The areas are identified from radiological evidence and are periodically reviewed by Public Health England. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.</i></p> <p><i>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.</i></p> <p><i>Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from Public Health England Radon Survey Centre of Radiation website (http://ukradon.org/). Alternatively information can be requested from Public Health England on 01235 822622 or by writing to Radon Survey, Centre for Radiation, Chemical and Environmental Hazards, Chilton, Didcot, Oxon, OX11 0RQ.</i></p>	

Assets of Community Value

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

Search Information Sheet

Service Contact Details

Bradford City Metro District Council

City Hall
Bradford
BD1 1HY



Bradford Planning Department

Bradford City Metropolitan District Council
Transportation & Planning Department 3rd Floor
Jacobs Well
Bradford
BD1 5RW
01274 754605



Public Health England

Public Health England
Wellington House
133-155 Waterloo Road
London
SE1 8UG
020 7654 8000



enquiries@phe.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF



020 7944 4908



HS2enquiries@hs2.org.uk

Yorkshire Water

West Yorkshire Water
552 Halifax Road
Buttershaw
Bradford
BD6 2NA
01294 542 635



Terms and Conditions

The Search Company

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

Terms for Preparation of Search

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

Scope of Area Searched

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

Definition of Search Terms

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

Legal Issues

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

Cancellations

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

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

Cancellations

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

Queries

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

Liability and Insurance

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

Complaints Procedure

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

If you want to make a complaint, we will:

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

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

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

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

or

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

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

LEAS Division - Landmark Information Group Limited

Fact Sheet for Homebuyers



Why do I need this search?

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

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

Local Land Charges

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

Planning Decisions

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

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

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

Building Regulations

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

Planning Designations and Proposals

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

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

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

Roads

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

Fact Sheet for Homebuyers



Important! Please note...

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

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

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

Roads, Railway and Traffic Schemes

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

Notices and Orders

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

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

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

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

No

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

Contaminated Land

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

What does this search NOT include?

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

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



Important Consumer Protection Information

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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

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

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

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