



Auction Pack

Land at Simms Dene
Sandy Lane
Bradford
BD15 9LQ



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers Land at Simms Dene Sandy Lane Bradford BD15 9LQ

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:



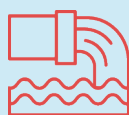
Property	Land at, Simms Dene, Bradford, BD15 9LQ
Date of report	08-Aug-2025
Our reference	CAS-394304-B7N5R5
Prepared for	OneSearch Direct
Your reference	OSDD03407299



DRAINAGE + WATER
SEARCHES NETWORK
DWSN | SUPPORTING MEMBERS SINCE 2014



Maps



Drainage

2.1 Foul connected?
2.2 Surface Water
Connected?
2.3 Surface Water Charge
2.9 Sewerage treatment
Works?



Water

3.5 What is the
classification of the water
supply for the property?
3.1 Connection To Mains
Water?



Charging

4.2 Sewerage bills
4.3 Water bills
3.6 Is there a meter
installed at this property?

At a glance

- No build over consultation is recorded.
- No S104 agreement is recorded.
- The property is not connected for any services.
- There are no sewers within the boundary.

Risk Summary Table

Question	Status	Answer
1.1 Where relevant, please include a copy of an extract from the public sewer map	Green	Included
1.2 Where relevant, please include a copy of an extract from the map of waterworks	Green	Included
2.1 Does foul water from the property drain to a public sewer?	Red	No
2.2 Does surface water from the property drain to a public sewer?	Red	No
2.3 Is a surface water drainage charge payable?	Red	No
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Green	No
2.4.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	Green	No
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Green	yes
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	Green	No
2.6 Are any sewers or lateral drains serving or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	Green	No
2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	Green	No
2.8 Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Green	No
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	Amber	See report
3.1 Is the property connected to mains water supply?	Red	No
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Green	No
3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	Green	No
3.4 Is the property at risk of receiving low water pressure or flow?	Green	No
3.5 What is the classification of the water supply for the property?	Amber	See report
3.6 Is there a meter installed at this property?	Amber	No
3.7 Please include details of the location of any water meter serving the property.	Green	See report
4.1.1 Who is responsible for providing the sewerage services for the property?	Green	Yorkshire Water
4.1.2 Who is responsible for providing the water services for the property?	Green	Yorkshire Water
4.2 Who bills the property for sewerage services?	Amber	See report
4.3 Who bills the property for water services?	Amber	See report
5.1 Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewer system?	Green	No
6.1 Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	Green	No

6.2	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	Green	Included
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As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes. For further details visit www.yorkshirewater.com/the-big-transfer.aspx

SafeMove Complaints Procedure

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

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

Our contact details are:

SafeMove
PO Box 99
Bradford
BD3 7YB

Free phone: 0333 220 6664

Email: safemove@yorkshirewater.com

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

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

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

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

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

meet the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

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





Home



Maps



Drainage



Water



Charging



Maps

Question 1.1

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



Answer

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

1. Public Sewers are those which Yorkshire Water Services has responsibility for.

Question 1.2

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



Answer

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

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

Question 6.2

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.



Answer

On the copy extract from the public sewer map the manhole cover, depth and invert levels are shown where available.



Home



Maps



Drainage



Water



Charging



Drainage

Question 2.1

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



Answer

Records indicate that foul water from the property does not drain to a public sewer and the householder will therefore not be charged for this service. This may be as a result of one of the following being present at the property - Private septic tank, cesspit, leachfield, reed beds or other type of treatment plant.

Question 2.2

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



Answer

Records indicate that surface water from the property does not drain to a public sewer and the householder will therefore not be charged for this service. This may be as a result of one of the following being present at the property - Soakaway or watercourse; for example river, stream, beck or culvert. If the property was constructed after 6th April 2015 the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the Local Authority.

Question 2.3

Is a surface water drainage charge payable?



Answer

Records confirm that a surface water drainage charge is not payable for the property. If the property was constructed after 6th April 2015 the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the Local Authority.

1. If surface water does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.



Home



Maps



Drainage



Water



Charging

Question 2.4

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



Answer

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

1. Yorkshire Water Services has a statutory right of access to carry out work on its assets. Employees of Yorkshire Water Services or its contractors may, therefore, need to enter the property to carry out work.

Question 2.4.1

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



Answer

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

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

Question 2.5

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



Answer

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

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water



Home



Maps



Drainage



Water



Charging

Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

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

Question 2.5.1

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



Answer

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

Question 2.6

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



Answer

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

Question 2.7

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



Answer

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

1. Buildings or extensions erected over a sewer in



Home



Maps



Drainage



Water



Charging

contravention of building controls may have to be removed or altered.

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

Question 2.8

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



Answer

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

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



Home



Maps



Drainage



Water



Charging

private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

Question 2.9

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



Answer

The nearest Sewage Treatment Works is SHAY GRANGE/STW which is 2.1 kilometres E and is the responsibility of Yorkshire Water Services Ltd.

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

Question 5.1

Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewer system?



Answer

The Company's records indicate that the property does not have a consent to discharge trade effluent under S118 of the Water Services Industry Act 1991 into the public sewerage system.

Question 6.1

Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?



Answer

Records indicate there is no Wayleave/Easement relating to any public sewer or vested water main located within the boundary of the property/site. However, as records may be incomplete we recommend that verification is always sought from the vendor.



Home



Maps



Drainage



Water



Charging

Water

Question 3.1

Is the property connected to mains water supply?



Answer

Records indicate that the property is not connected to mains water supply and water is therefore likely to be provided by virtue of a private supply.

1. The water hardness data provided in Question 3.5 is for information purposes only.

Question 3.2

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



Answer

The map of waterworks does not indicate any public water mains, resource mains or discharge pipes within the boundaries of the property.

Question 3.3

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



Answer

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

Question 3.4

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



Answer

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



Home



Maps



Drainage



Water



Charging

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

Question 3.5

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



Answer

The water supplied to the property is classified as being moderately soft to slightly hard water, which is river/reservoir derived and has an average water hardness of 35.1625mg/l calcium and magnesium. As we have a grid system in place whereby, we can move water around the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.

Hardness Category	Calcium (mg/l)	Calcium Carbonate (mg/l)	English Clark Degrees	French Degrees	German Degrees
Soft	0-20	0-50	<3.5	<5	<2.8
Moderately Soft	20-40	50-100	3.5-7	5-10	2.8-5.6
Slightly Hard	40-60	100-150	7-10.5	10-15	5.6-8.4
Moderately Hard	60-80	150-200	10.5-14	15-20	8.4-11.2
Hard	80 - 120	200-300	14-21	20-30	11.2-16.8
Very Hard	Over 120	Over 300	>21	>30	>16.8



Home



Maps



Drainage



Water



Charging

Charging

Question 3.6 Is there a meter installed at this property?



Answer This enquiry relates to an area of land and, therefore, there is no meter information to provide.

Question 3.7 Please include details of the location of any water meter serving the property.



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

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

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



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

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



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

Question 4.2 Who bills the property for sewerage services?





Home



Maps



Drainage



Water



Charging

Answer

If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for this property please visit www.open-water.org.uk

Question 4.3

Who bills the property for water services?



Answer

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of water services for this property please visit www.open-water.org.uk

Appendix 1

General Interpretation

(1) In this Schedule—

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

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

“lateral drain” means—

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

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

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

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

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

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

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

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

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

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

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

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

(d) otherwise;

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

COMMERCIAL DRAINAGE & WATER ENQUIRY TERMS AND CONDITIONS

Customer and Clients are asked to note these terms, which govern the basis on which this drainage and water report is supplied.

1. Definition

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

2. Agreement

- 2.1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in clause 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.
- 2.2. The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

3. The Report

- 3.1. The Report is produced only for use in relation to property transactions where the intended use of the property is not as a single residential domestic property or not land and buildings being or to be developed as a single residential domestic property and cannot be used for circumstances outside this remit. SafeMove shall have no liability should the Report be used otherwise than for its intended purpose.
- 3.2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-
 - 3.2.1. The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer and/or the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Customer and / or the Client.

- 3.2.2. The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 3.2.3. The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
- 3.3. The Report may contain opinions or general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4. The position and depth of apparatus shown on any maps attached to the Report are approximate and are furnished as a general guide only. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus. Without prejudice to all other Terms, SafeMove accepts responsibility for the inaccuracy of location, or missing apparatus contained in the Maps within the Report that arise as a result of negligence.

4. Liability

- 4.1. Safemove shall not be liable to the Customer and/or Client for any failure defect or non-performance of its obligations arising from any failure caused by circumstances beyond the reasonable control of SafeMove.
- 4.2. Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.
- 4.3. The Report is produced for use as defined in clause 3. If used for any other purpose SafeMove shall have no liability for any loss suffered. When the Report is used for the purpose described in clause 3, SafeMove's entire liability in respect of all losses arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to 10,000,000 (ten million pounds). SafeMove shall not be liable for any losses in relation to the Report if it is used for non land-only transactions or residential searches.
- 4.4. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:
- 4.4.1. death or personal injury resulting from negligence;
 - 4.4.2. fraud or fraudulent misrepresentation; or
 - 4.4.3. any other losses which cannot be excluded by law.

5. Copyright and Confidentiality

- 5.1. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred

or licensed to the Customer or the Client except to the extent expressly provided.

- 5.2. The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 5.3. The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 5.4. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 5.5. The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.
- 5.6. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London EC2A 1PL and must not be used for any purpose outside the context of the Report.
- 5.7. We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products. For more information please visit www.dwsn.org.uk. The DWSN Standards we comply with are: -
- Promotion of best practice and quality.
 - Maintain adequate insurance.
 - Display the appropriate logos to signify high standards.
 - Respond to complaints in a timely fashion and provide an appropriate escalation procedure
 - Comply with all applicable UK legislation, regulations and industry standards.
 - Act in a professional and honest manner and provide a service with due care and skill.



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

5.8. The Property Ombudsman scheme (TPOs)

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

- a small business (or group of companies) with an annual turnover of less than £3 million.
- a charity with an annual income of less than £3 million.
- a Trust with a net asset value of less than £3 million.

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



6. Payment

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

7. General

- 7.1. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2. These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3. Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.
- 7.4. In the provision of the services, SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 2018/General Data Protection Regulation and other applicable laws.
- 7.5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.

Property Identifier



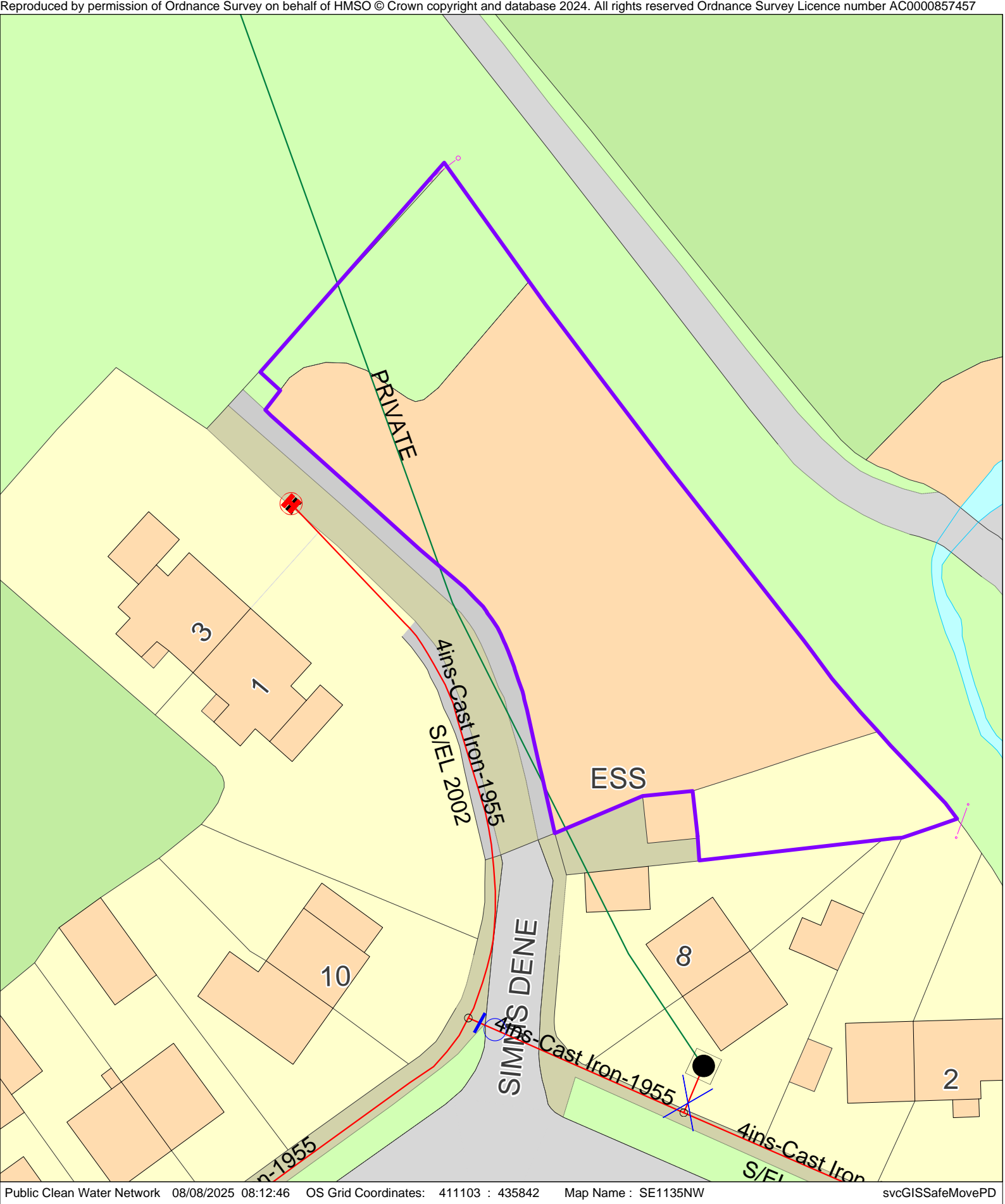
Sewer Legend

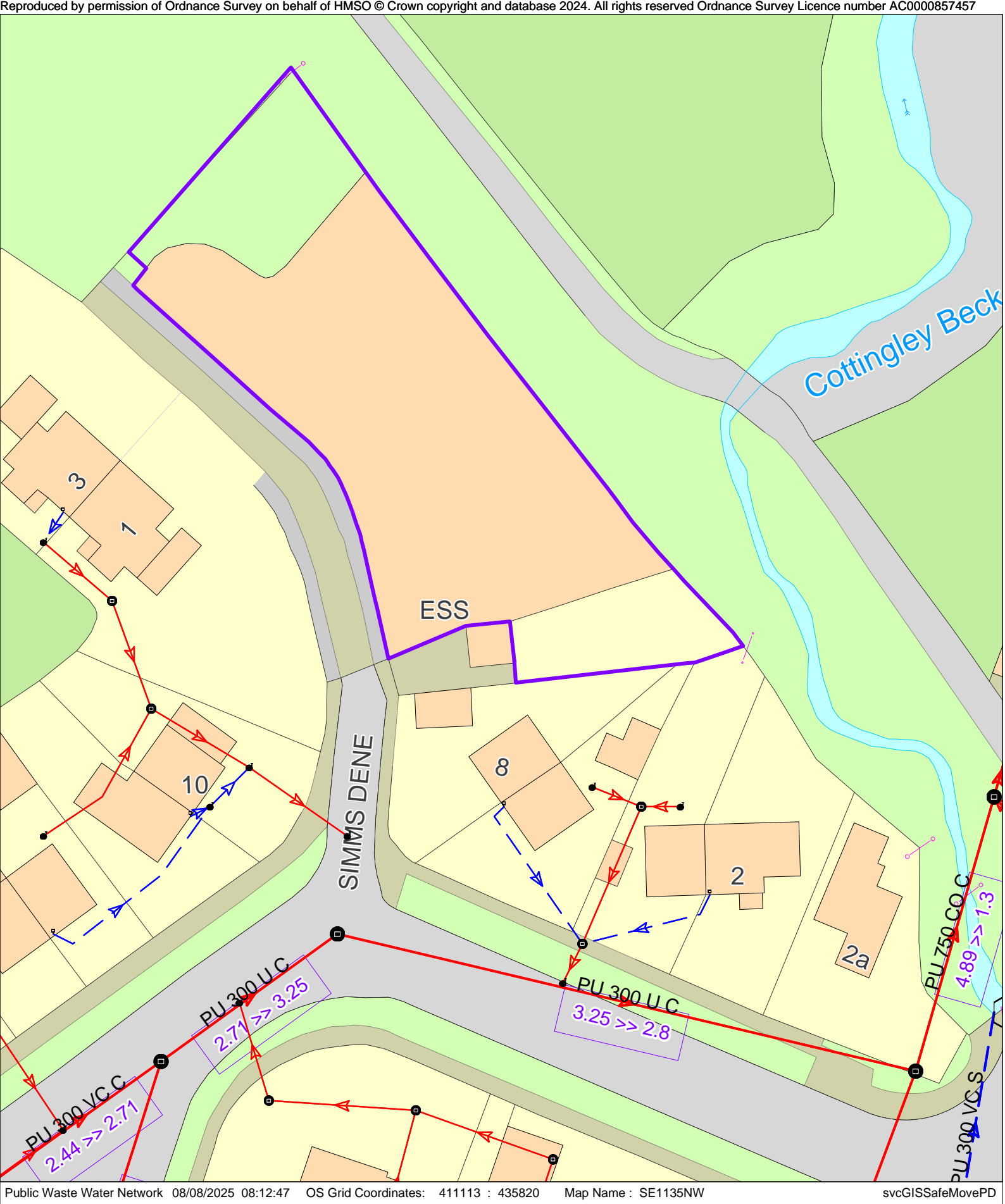
	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Rising Main
	Overflow Sewer		Abandoned Sewer
	Syphone Sewer & Vacuum Sewer		Pumping Station
	Manhole		Sewage Treatment Works

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

Water Legend

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





Public Waste Water Network 08/08/2025 08:12:47 OS Grid Coordinates: 411113 : 435820 Map Name : SE1135NW svcGISSafeMovePD