



Auction Pack

**13 Ashfield
Avenue , Morley
Leeds
LS27 0QD**



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of 13 Ashfield Avenue Morley Leeds LS27 0QD

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:

The electronic official copy of the register follows this message.

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

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



Official copy of register of title

Title number WYK404016

Edition date 10.03.2025

- This official copy shows the entries on the register of title on 21 MAR 2025 at 09:26:30.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 Sep 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (08.12.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 13 Ashfield Avenue, Morley, Leeds (LS27 0QD).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 9 November 1987 referred to in the Charges Register.
- 3 The Conveyance dated 9 November 1987 referred to above contains provisions as to light or air and boundary structures.

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 (13.11.2017) PROPRIETOR: NEIL CHRISTOPHER BENTLEY and SONIA HELEN BENTLEY of 6 West End, Leeds LS12 5DR.
- 2 (29.10.2012) The price stated to have been paid on 28 September 2012 was £130,000.
- 3 (13.11.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 16 November 1960 made between (1) Pawson Brothers Limited (Company) (2) Midland Bank Limited (Bank) and (3) Vincent Parker and Colin Bellwood (Purchasers) contains covenants details of which are set out in the

C: Charges Register continued

schedule of restrictive covenants hereto.

- 2 A Conveyance of the land in this title dated 9 November 1987 made between (1) Vincent Parker and Marilyn Parker and (2) Bernard Matthew Radley and Dawn Radley contains restrictive covenants.

NOTE: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 16 November 1960 referred to in the Charges Register:-

Joint and several covenant by Purchasers with Company and so that covenant should be binding upon and run with the property thereby conveyed into whosoever hands the same might come for the benefit of the owners or occupiers for the time being of the adjoining or neighbouring estate of the Company but so that the Purchasers as regarded any covenant restrictive of the user of the said land should not be personally liable for any breach thereof taking place after they should have parted with the same

(a) That no building or erection should be set upon the said property thereby conveyed nearer to the road in front thereof than the Building Line to be prescribed by the Local Authority

(b) That no building or erection of any kind other than one pair of semi-detached private dwellinghouses or bungalows with appropriate offices and outbuildings (including a private motor garage to each such dwellinghouse or bungalow) to be appurtenant thereto and occupied therewith should be erected on any part of the said land and no caravan or house on wheels should at any time be permitted to be or remain on the property or any part thereof

(c) That neither the land thereby conveyed nor any building thereafter to be erected thereon should be used for any noisy offensive or dangerous purpose nor for the purpose of keeping fowls or other livestock other than the domestic dog or cat nor so as to create a nuisance nor for advertising purposes nor for the sale of intoxicating liquors and no trade or business or club of any kind should be carried on upon any part thereof

(d) That the Purchasers would not build or commence to build any erection upon the said land or any part thereof until the plans and elevations and specifications thereof had been submitted to the Company or their Surveyor for approval and had been approved by them in writing.

End of register

These are the notes referred to on the following official copy

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

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

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

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

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

This official copy is issued on 10 September 2025 shows the state of this title plan on 21 March 2025 at 09:26:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

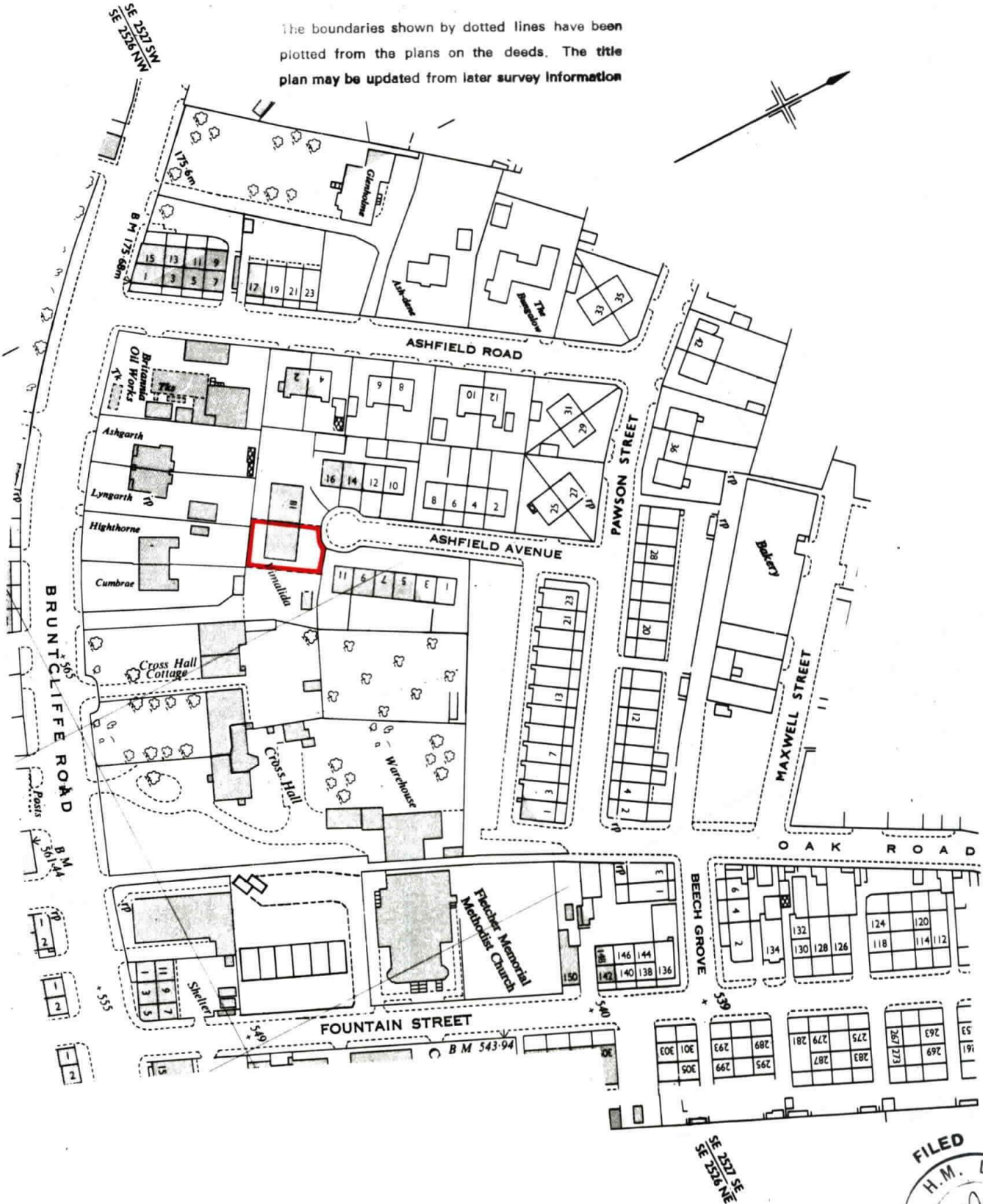
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 404016	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 2526
			SECTION B
Scale: 1/1250		LEEDS DISTRICT	
		© Crown copyright 1977	

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information





SearchesUK

Please find attached your:
OneSearch Express

This report has been arranged by Searches UK Limited, 1430 Montagu Court Kettering Parkway, Kettering Venture Park, Kettering, Northamptonshire, NN15 6XR. Telephone No: 0800 043 1815, Email: enquiries@searchesuk.co.uk and is subject to Searches UK's terms and conditions. Full details of Searches UK's terms and conditions can be sent on request.

The search was compiled by OneSearch Direct and is subject to OneSearch Direct's terms and conditions. Full details of OneSearch Direct's terms and conditions can be viewed at <https://onesearch.direct/termsandconditions/>, or sent upon request.

Both Searches UK and OneSearch Direct are registered with the Property Codes Compliance Board ('PCCB') as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code, for more information please go to: www.propertycodes.org.uk.

If you have any questions regarding the contents of this search or would like to find out more about the products that Searches UK provides, please contact our Customer Services Team on 0800 043 1815 or enquiries@searchesuk.co.uk.

**Covered Property
Address:**

Date:

Your Ref:

Report No:

Client Ref:

Policy No:

Insured Persons:

Lender:

Your Express policy has now been instructed.

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

How to claim

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



2nd Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP



@OneSearchDirect



OneSearch Direct Ltd



<http://onesearch.direct>

Registered in Scotland under No. SC230285.

OneSearch Direct Limited is an appointed representative of Northcott Beaton and CLS Property Insight Limited, which are both authorised and regulated by the Financial Conduct Authority.



SearchesUK

web: www.searchesuk.co.uk

email: enquiries@searchesuk.co.uk

phone: 0800 043 1815



Important Note

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

About This Report

Purpose

Policy Number

Property:

Your Reference:

Prepared by:
ptoner

Invoice Number:

Date:



Planning Designations and Proposals



Planning Permissions



Nearby Road Schemes



Nearby Railway Schemes



Traffic Schemes

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:



OneSearch●



2nd Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP



@OneSearchDirect



OneSearch Direct Ltd



www.onesearchdirect.co.uk

Registered in Scotland under No. SC230285.

OneSearch Direct Limited is an appointed representative of Northcott Beaton and CLS Property Insight Limited, which are both authorised and regulated by the Financial Conduct Authority.

Notes

The Search Company

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

Terms for Preparation of Report

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

Scope of Area Searched

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

Legal Issues

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

Queries

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

Liability and Insurance

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

NO SEARCH INDEMNITY (BLOCK) FOR USE AT AUCTION

ISSUED BY
STEWART TITLE LIMITED

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

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

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

WHAT IS THIS TYPE OF INSURANCE?

No Search Indemnity (Block) for use at Auction



WHAT IS INSURED?

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



WHAT IS NOT INSURED?

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



ARE THERE ANY RESTRICTIONS ON COVER?

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



WHERE AM I COVERED?

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



WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
 - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - admission, promise of payment or indemnity
 - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

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



WHEN DOES THE COVER START AND END?

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



HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to Quotes@stewart.com.

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

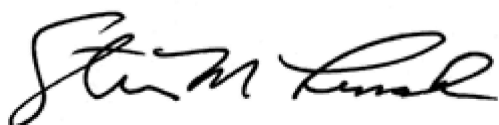
Any refund of premium will be made to the party who paid the premium.

BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited



Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 401811	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

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

THE DEFECT

Up to date searches namely:

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

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

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

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

ADDITIONAL POLICY CLAUSE(S)

WARRANTY

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

ASSUMPTIONS

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

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

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

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

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

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

LIMIT OF INDEMNITY

(Up to £ per Property)

£1,500,000.00

PREMIUM

(£ inclusive of I.P.T)

£54.00

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

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Searches not having been requested on the Policy Date which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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

- a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
 - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - d. take a similar proportionate action.
The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 401811

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
-

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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Last Revised: *August, 2018*

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By email:	Europe: PrivacyEU@stewart.com UK: PrivacyUK@stewart.com
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

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

Law Society Property Information Form (5th edition) (2024)

Note: Please read the *Explanatory Notes for Sellers and Buyers* before completing this form

Full names of the seller(s)

Please supply full names of the seller(s) of the property.

Individual seller(s) complete (a) and (b). If the seller is a company, complete (c).

(a) Name of seller(s) if individual(s)

These are the person or persons named as the owner on the HM Land Registry title or on the deeds by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation.

1	First name Neil	2	First name
	Middle name(s) Christopher		Middle name(s)
	Last name Bentley		Last name
3	First name 	4	First name
	Middle name(s) 		Middle name(s)
	Last name 		Last name

(b) Please provide details of the capacity in which you are providing information for the sale.

Please tick one:

- ☒ Seller(s)
☐ Seller's personal representative
☐ Attorney(s)
☐ Trustee(s)

(c) Name of seller if a company

Company name	
Company number	
Director/authorised person	
Country of incorporation	

When did you become the owner of, or get authority to sell, the property? (DD/MM/YYYY)

2012

Property being sold

Enter the full address

Address line 1	13 Ashfield Avenue
Address line 2	
Address line 3	
Town / City	Morley Leeds
Postcode	Ls27 0QD

What is the UPRN (Unique Property Reference Number) of the property?

To find the UPRN go to: <https://www.findmyaddress.co.uk/search>

Seller's solicitor

Enter the details of your solicitor's firm:

Name of solicitor's firm	TBC
Address line 1	
Address line 2	
Address line 3	
Town / City	
Postcode	
Contact name	
Email	
Reference number	FT/

About this form

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

Part 1 provides the material information needed by estate agents to start marketing your property.

Material information is explained in the National Trading Standards Estate and Letting Agency Team's guidance to estate agents, [Material Information in Property Listings \(Sales\)](#), so that property listings comply with the Consumer Protection from Unfair Trading Regulations 2008.

Some of the information in Part 1 will also be needed by your solicitor for the conveyancing process.

Part 2 asks supplementary questions, providing additional information which may be relevant for your property and is needed for the conveyancing process.

Instructions to the seller

- The answers should be prepared by the person or persons named as owner on the deeds or HM Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together, or if only one seller prepares the form, the other(s) should check the answers given, and all sellers should then sign the form.

- You should answer the questions as accurately as you can from your own knowledge (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters or matters that occurred prior to your ownership of the property, or information that can only be obtained by carrying out surveys, local authority searches or other enquiries.
- It is very important that your answers are truthful. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), a prospective buyer may make a claim for compensation from you or refuse to complete the purchase.
- If you become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. You should not change any arrangements concerning the property (such as with a tenant or neighbour) and affecting the information you have given without consulting your solicitor first.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delays in providing information may affect the sale.
- Please give your solicitor any letters, agreements, or other papers which help answer the questions. The buyer will want the originals, where you have them, in due course, for example, guarantees. If you are aware of any material or information which you are unable to supply with the answers, tell your solicitor. If some of the documentation is lost, you may need to obtain copies at your own expense. You should also pass on promptly to your solicitor any notices or other information you have received concerning the property, and any that arrive at any time before completion of the sale. If you are not sure if a notice is relevant to the sale, ask your solicitor.

Instructions to the buyer

- If, separately from this form, you receive any information about the property (in writing or in conversation, whether direct from the seller or through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- The seller will only be able to tell you about matters they know. They may not have knowledge of legal or technical matters or the contents of reports. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property. To obtain up-to-date information about these matters you must make your own enquiries and investigations or arrange for them to be carried out for you. Your solicitor will help you decide which searches you need when buying the property to provide you with the most up-to-date information.
- If you are obtaining a mortgage, please remember that the inspection carried out on behalf of your lender is not a survey but only a valuation for the lender's purposes. To satisfy yourself as to the physical and structural condition of the property, you should instruct a surveyor to carry out a survey for you. Even if the seller has guarantees or other documents relating to these aspects of the property, the seller is not giving any warranty of the condition of the property, and this is not included in the conveyancing work by your solicitor.

Definitions

'Access roads' means any private road(s) giving access from the property to a public highway.

'Alterations' means work intended to change the function or appearance of a place or property.

'Building work' means any work listed in [Regulation 3\(1\)](#) of the [Building Regulations 2010](#) and as amended in Wales since 2014.

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

'Commonhold' is a form of ownership for multi-occupancy developments. Each unit-holder owns the freehold of their home, and a commonhold or residents' association owns and manages the common parts of the property.

'Commonhold community statement' means a document which makes provision in relation to specified land for (a) the rights and duties of the commonhold association, and (b) the rights and duties of the unit-holders.

'Commonhold unit' means a commonhold unit specified in a commonhold community statement.

'Consent' means approval for matters affecting [freehold](#) title (for example a restrictive covenant) or leasehold title (such as for alterations).

'Freehold' means you own the property and the land it sits on.

'Flooding' means any case where land not normally covered by water becomes covered by water.

'Leasehold' means you do not own the land the property stands on. A lease is an agreement between you and the owner of the freehold or of another lease. The lease sets out what you can and cannot do as a leaseholder.

'Listed property' means a property of special architectural or historic interest as "listed" in the [National Heritage List for England](#) and the [National Historic Assets of Wales](#).

'Planning documents' means any planning permissions, building regulations approvals and completion certificates or planning orders or documents.

'Property' includes all buildings and land within its boundaries.

'Restrictive covenant' means clause(s) in deed(s) or lease(s) that limits what the owner of the land or lease can do with the property.

'Sale contract' means the legal contract between the buyer and seller for the purchase/sale of the property. It is a legal document and once the contract is exchanged it is legally binding on all parties.

'Searches' includes reports in relation to a variety of matters covering topics such as local, planning and environmental.

'Seller' means all sellers together where the property is owned by more than one person.

'Shared ownership' means you buy a share in a property with an organisation such as a housing association, to whom you will pay rent on the part you don't own. Most homes purchased through shared ownership are leasehold.

'Solicitor' includes, for the purposes of this form, 'conveyancer' as defined by HM Land Registry Practice Guide 67.

1. Council Tax

What Council Tax band is the property in?

Band

2. Asking price

What is the asking price of the property you are selling?

£ 220,000

3. Tenure, ownership and charges

3.1 Is your property freehold, leasehold, shared ownership or commonhold?

Please tick all that apply.

Note: Some freehold properties may have land or property that is also leased.

If you have a combination of tenures, please speak to your solicitor.

☒

Freehold

☐

Leasehold

☐

Shared ownership

☐

Commonhold

If 'Freehold', please go to question 3.17 and do not answer questions 3.2-3.16.

If 'Leasehold', please go to question 3.4 and do not answer questions 3.2-3.3.

If 'Commonhold', please go to question 3.13 and do not answer questions 3.2-3.12.

Shared ownership

Note: Information about shared ownership is available at: <https://www.gov.uk/shared-ownership-scheme>

3.2 What share of the property do you own?

100 %

3.3 How much rent do you pay each year for the remaining share of the property?

£

/ year

Leasehold / Shared ownership

Note: Information about leasehold property is available at: <https://www.gov.uk/leasehold-property>. You will need a copy of your lease to answer these questions. If you do not have a copy of your lease, ask your solicitor for help.

3.4 What is the end date of your lease? (DD/MM/YYYY)

3.5 Have you applied to the landlord:

(a) for an extension of the lease?

☐ Yes ☐ No

(b) to buy the freehold?

☐ Yes ☐ No

(c) to vary the terms of the lease?

☐ Yes ☐ No

If Yes to any questions in 3.5(a) - (c), please provide details of when you applied and whether the application has been accepted:

Ground rent

3.6 How much **ground rent is due each year?**

£ / year

3.7 Does your lease say that the ground rent increases?

☐ Yes ☐ No

If Yes, please give details of the next increase (date, frequency, amount):
If you don't have your lease, then your solicitor will be able to obtain a copy.

(a) Date of next increase: (DD/MM/YYYY)

(b) Frequency of increase:

(c) Amount you will pay after the increase (if known):

£

(d) How is the increase calculated?

Service charges

Note: Your lease should set out the way the service charge is organised and what can be charged. Service charges are usually for the maintenance and upkeep of the property, including common areas and gardens. Further information is available at: <https://www.gov.uk/leasehold-property/service-charges-and-other-expenses>

3.8 Does the lease require you to pay service charges?

☐ Yes ☐ No

(a) Have you paid service charges?

☐ Yes ☐ No

If No to both question 3.8 and 3.8(a), please continue to question 3.17 and do not answer questions 3.9-3.16

3.9 Please give the dates of your last annual service charge (DD/MM/YYYY)

From: To:

3.10 How much was your last annual service charge?

£

3.11 Is there a budget or known amount for the service charge this year?

☐ Yes ☐ No

If Yes, please provide any relevant documents, such as a service charge bill.

☐ Attached ☐ To follow

3.12 How frequently are the payments due?

Please tick the appropriate box:

☐ Monthly ☐ Six monthly
☐ Quarterly ☐ Annually

Commonhold

3.13 Please provide a copy of the commonhold community statement.

☐ Attached ☐ To follow

3.14 How many units are there in the commonhold?

3.15 How much does your unit pay annually under the commonhold assessment?

£

3.16 Does the commonhold have a reserve fund?

☐ Yes ☐ No

How much does your unit pay annually into the reserve fund?

£

Other charges

Note: Question 3.17 refers to charges other than those payable under a lease. If the property is freehold, there can be additional charges, for example, payments to a management company or other person for the use of a private drainage system.

3.17 Do you have to pay any additional charges relating to the property (apart from council tax, utility charges, etc.), for example, payments to a management company or other person?

☐ Yes ☒ No

If Yes, please give details:

3.18 How much is due annually for these other charges?

£

Access roads and footpaths

3.19 Do you have to pay anything towards the costs of maintaining access roads or footpaths?

☐ Yes ☒ No

If Yes, please give details of who payments are made to:

3.20 How much is due annually towards these costs?

£

4. Physical characteristics of the property

4.1 Is the property a house, bungalow, flat or maisonette?

☐ House	☒ Bungalow
☐ Flat	☐ Maisonette

4.2 If a house or bungalow, is it detached, semi-detached, terraced or end of terrace?

☐ Detached	☒ Semi-detached
☐ Terraced	☐ End of terrace

4.3 What construction type or materials have been used in the property?

Note: This list is not exhaustive but may include, for example, brick and block, steel framed, timber framed, thatched, prefabricated. If you are unsure about the construction type or materials used, please say 'not known'.

4.4 How many rooms does the property have?

Bedrooms	3
Bathrooms	1
Reception rooms	3
Other	

If Other, please specify:

5. Utilities and services

5.1 Which of the following services are connected to the property?

Electricity: ☒ Mains ☒ Solar panels ☐ Wind turbine ☐ Other

If Other, please specify:

Water: ☒ Mains (metered) ☒ Mains (unmetered) ☐ Private water supply

If private water supply, please give details:

Sewerage: ☒ Mains sewerage ☐ Septic tank ☐ Cesspool
☐ Small sewage treatment plant

Heating: ☒ Mains gas ☐ Electric ☐ Oil ☐ LPG ☐ Biofuel
☐ Ground source heat pump ☐ Air source heat pump ☐ Other

If Other, please specify:

5.2 Which of the following services are available at the property?

Broadband: ☒ Yes ☐ No

Broadband type is available here: <https://www.openreach.com/fibre-checker>

Broadband coverage is available here: <https://checker.ofcom.org.uk/en-gb/broadband-coverage>

Mobile signal: ☒ Yes ☐ No

Mobile signal coverage is available here: <https://checker.ofcom.org.uk/en-gb/mobile-coverage>

Are there any known issues or areas of restricted coverage with the mobile signal?

☐ Yes ☒ No

If Yes, please give details:

6. Parking

6.1 Is off-road parking available?

For example, is there a garage, allocated space or driveway?

☒ Yes ☐ No

Please specify the type of parking available

driveway 2

6.2 Is a permit required for on-road parking?

For example, is the property in a controlled parking zone or within a local authority residents' parking scheme?

☐ Yes ☒ No

6.3 If a permit is required, what is the current annual charge?

£ na

6.4 Does the property have an electric vehicle (EV) charging point?

☐ Yes ☒ No

If Yes, please specify the make and its location:

7. Building Safety

7.1 Are you aware of any defects or hazards at the property that might lead to a fire or a structural failure?

☐ Yes ☒ No

Note: This could include, for example, integrity of building materials used in construction of the property (e.g. asbestos, cladding), structural hazards (damaged roofs, balconies), or non-operative fire/smoke alarm systems.

If Yes, please give details:

7.2 If Yes, have urgent or essential works been recommended?

☐ Yes ☒ No

(a) Are there any proposals for these works to be carried out?

☐ Yes ☒ No

(b) Have these works been carried out?

☐ Yes ☒ No

If Yes, please provide further details and/or relevant documents.

☐ Attached ☐ To follow

8. Restrictions

Conservation area

8.1 Is the property (or any part of it) in a conservation area?

☐ Yes ☒ No
☐ Not sure

If Yes, please supply a copy of any relevant documents:

☐ Attached ☐ To follow

Listed buildings

8.2 Is the property (or any part of it) listed?

To check the list, go to:

England: <https://historicengland.org.uk/listing/the-list/>

Wales: <https://cadw.gov.wales/advice-support/cof-cymru/search-cadw-records>

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

8.3 If Yes, what grade is the listing?

☐ Grade I	☐ Grade II*	☐ Grade II
----------------------------------	------------------------------------	-----------------------------------

If Yes, please provide a copy of any relevant documents, e.g. notice of listing, letter from local authority confirming listing

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

Restrictive covenants

Note: To answer this question, you will need a copy of your registered title document (if your title is registered at HM Land Registry) or your deeds (if it is not registered). If you don't have them, ask your solicitor.

8.4 Does your title contain any restrictive covenants affecting the use of the property?

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

Please provide a copy of your title and any other relevant documents

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

Tree preservation orders

8.5 Are any trees on your property subject to a Tree Preservation Order?

Information about tree preservation orders is available at:

<https://www.gov.uk/guidance/tree-preservation-orders-and-trees-in-conservation-areas>

☐ Yes	☒ No
☐ Not sure	

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

☐ Yes	☐ No
☐ Not sure	

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

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

9. Rights and informal arrangements

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

- 9.1 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)?**

☐	Yes	☐	No
☒	Not known		

If Yes, please give details:

--

- 9.2 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a shared driveway, a boundary or drain?**

☐	Yes	☐	No
☒	Not known		

If Yes, please give details:

--

- 9.3 Has anyone taken steps to prevent access to the property or complained about or demanded payment for access to the property?**

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

If Yes, please give details:

--

- 9.4 Do you know if any of the following rights benefit the property:**

(a) Rights of light?

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

(b) Rights of support from adjoining properties?

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

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

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

9.5 Do you know if any of the following arrangements affect the property:

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

☐ Yes ☒ No

(b) Chancel repair liability?

☐ Yes ☒ No

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

☐ Yes ☒ No

If Yes, please give details:

9.6 Do you know if there are any other rights or arrangements affecting the property? This includes any rights of way.

☐ Yes ☒ No

If Yes, please give details:

Services crossing the property or neighbouring property

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

☐ Yes ☐ No
☒ Not known

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

☐ Yes ☐ No
☒ Not known

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

☐ Yes ☐ No
☒ Not known

If Yes, please supply a copy or give details:

☐ Attached ☐ To follow

10. Flood risk

Note: Flooding may take a variety of forms: it may be seasonal, irregular or simply a one-off event. The property does not need to be near a river or coast for flooding to occur.

10.1 What is the flood risk for the area around the property?

Information about the long-term flood risk for the area around the property is available at:

<https://www.gov.uk/check-long-term-flood-risk>

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

☐ Yes ☒ No

(a) When did the flooding take place? (MM/YYYY)

(b) Which parts flooded?

(c) What type of flooding took place?

Ground water	☐ Yes	☐ No
Sewer flooding	☐ Yes	☐ No
Surface water	☐ Yes	☐ No
Coastal flooding	☐ Yes	☐ No
River flooding	☐ Yes	☐ No
Other	☐ Yes	☐ No

If Yes, please give details:

10.3 Are there any defences to prevent flooding installed at the property?

☐ Yes ☒ No

If Yes, please give details:

Coastal erosion

Note: Information about how coastal erosion is being managed in an area is available at:
<https://www.gov.uk/check-coastal-erosion-management-in-your-area>

10.4 If the property is near the coast, is there any known risk of coastal erosion affecting the property?

☐	Yes	☐	No
☒	Not applicable		

Please give details:

--

11. Outstanding building work or approvals

11.1 Are you aware of any breaches of planning permission conditions or building regulations consent conditions, unfinished work or work that does not have all necessary consents?

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

If Yes, please give details:

--

11.2 Are there any planning or building control issues to resolve?

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

If Yes, please give details:

--

12. Notices and proposals

12.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby?

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

If Yes, please give details:

--

12.2 Are you aware of any plans or proposals to develop property or land nearby?

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

If Yes, please give details:

12.3 Are you aware of any proposals to make alterations to or change the use of buildings nearby?

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

If Yes, please give details:

13. Accessibility

Does the property have:

(a) Step free access from the street to inside the property (e.g. ramps / lifts)?

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

(b) Wet room / level access shower?

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

(c) Lateral living (entrance level living accommodation)?

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

(d) Other accessibility adaptations?

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

If Yes to 13(a)-(d) please give details:

14. Coalfield or mining area

Note: Information about finding out if a property is affected by coal mining is available at: <https://www.gov.uk/check-if-property-is-affected-by-coal-mining> Your solicitor will also be able to help you with this information.

Are you aware of the property being on a past or present coalfield or directly impacted by the effect of other mining activity?

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

TA6 PART 2

Note: The *Leasehold Information Form (TA7)* has additional questions for leasehold properties that will need to be completed.

15. Boundaries

Note: If the property is leasehold, section 15 or parts of it (questions 15.1 and 15.2) may not apply.

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

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

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

☐ Attached ☐ To follow

15.3 Are you aware of any boundary feature having been moved in the last 10 years or during your period of ownership if longer?

☐ Yes ☒ No

If Yes, please give details:

15.4 During your ownership, has any adjacent land or property been purchased by you?

☐ Yes ☒ No

If Yes, please give details:

15.5 Does any part of the property or any building on the property overhang or project under the boundary of the neighbouring property or road, for example, cellars under the pavement, overhanging eaves or covered walkways?

☐ Yes ☒ No

If Yes, please give details:

15.6 Has any notice been received under the Party Wall etc. Act 1996 in respect to any shared/party boundaries?

☐ Yes ☒ No

If Yes, please supply a copy and give details of any works carried out or agreed:

☐ Attached ☐ To follow

16. Disputes and complaints

16.1 Have there been any disputes or complaints about your property or a property nearby

☐ Yes ☒ No

If Yes, please give details such as when this took place and who was involved:

16.2 Are you aware of anything that might lead to a dispute about your property or a property nearby?

☐ Yes ☒ No

If Yes, please give details:

16.3 Do any neighbours or members of the public have the right to enter your property?

☐ Yes ☒ No

If Yes, please give details:

17. Alterations, planning and building work

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

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

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

17.1 Have you made or are you aware that any of the following changes have been or are being made to the property (including the garden)?

Please provide plans and details of any consents that were granted. If you are unsure, please ask or consult your solicitor.

(a) Installing replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

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

(b) Adding an extension

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

(c) Adding a conservatory

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

(d) Loft conversion

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

(e) Garage conversion

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

(f) Removal of internal walls

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

(g) Adding insulation

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

(h) Other building works or changes to the property

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

17.2 If Yes to any of the questions in 17.1(a)-(h), please give details of the work and the date it was carried out, or state not known:

(a) Is this work completed?

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

If No, please give details:

If Yes to any of the questions in 17.1(a)-(h) and if the work was undertaken during your ownership of the property:

(b) Did you get planning permissions, building regulations approvals and completion certificates?

☐ Yes ☐ No

(c) Please supply copies of the planning permissions, building regulations approvals and completion certificates.

☐ Attached ☐ To follow

If you are not sure which documents are relevant, ask your solicitor for help.

(d) If planning permissions, building regulations approvals and completion certificates were not required, explain why:

For instance, if the work was exempt from building regulations or permitted development rights applied.

Information about permitted development is available at:

<https://www.gov.uk/guidance/when-is-permission-required>

Information about building regulations is available at:

<https://www.gov.uk/building-regulations-approval/when-you-dont-need-approval>

17.3 Is any part of the property used exclusively for non-residential purposes?

☐ Yes ☒ No

If Yes, please give details and supply a copy of any relevant documents:

☐ Attached ☐ To follow

17.4 Have solar panels been installed at the property?

Solar panels include any solar photovoltaic (PV) system

☐ Yes ☒ No

If No to question 17.4, please continue to question 18 and do not answer questions 17.4(a)-(l)

(a) Which year were the solar panels installed? (YYYY)

(b) Do you own the solar panels outright?

☐ Yes ☐ No

(c) Has a long lease of the roof / air space been granted to a solar panel provider? *A typical long lease may last 20 to 25 years.*

☐ Yes ☐ No

If Yes, please supply a copy of the lease agreement.

☐ Attached ☐ To follow

(d) Do you have a maintenance agreement in place for the solar panels?

☐ Yes ☐ No

If Yes, please supply a copy of the agreement.

☐ Attached ☐ To follow

(e) Is there a battery for storing solar power?

☐ Yes ☐ No

If Yes, please provide the make, model and storage capacity in kWh of the battery:

(f) Do the solar photovoltaic (PV) cells feed into the National Grid?

☐ Yes ☐ No

(g) Is there a Feed-in Tariff (FIT) or Smart Export Guarantee (SEG) in place?

☐ Yes ☐ No

If Yes, please supply a copy of the agreement.

☐ Attached ☐ To follow

(h) Please provide a copy of the electricity bill showing the credit paid for the generation

☐ Attached ☐ To follow

(i) Please provide details of the procedure for assigning the benefit of the FIT or SEG agreement on completion of the purchase to the purchaser.

☐ Attached ☐ To follow

(j) Are the panels installed so they are not above the highest part of the roof (excluding the chimney) and project no more than 200mm from the roof slope or wall surface?

☐ Yes ☐ No

(k) Please provide a copy of the building regulations completions certificate or compliance certificate for the installation of the panels and generator.

☐ Attached ☐ To follow

(l) Is the roof of the property sufficient to meet the requirements of the additional weight of the PV cells installed?

☐ Yes ☐ No

If Yes, please provide us with the surveyor's calculations showing the structural adequacy of the roof frame.

☐ Attached ☐ To follow

18. Consent

Do you have consent for any matters that need permission in your deeds?

[Check with your solicitor that all necessary consents in your deeds have been received. If you are not sure if permission is needed, ask your solicitor as soon as it is practical.](#)

☐ Yes ☐ No
☐ Not sure

Please give details:

--

19. Guarantees and warranties

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

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

19.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

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

☐ Yes	☒ No
☐ Attached	☐ To follow

(b) Damp proofing

☐ Yes	☒ No
☐ Attached	☐ To follow

(c) Timber treatment

☐ Yes	☒ No
☐ Attached	☐ To follow

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

☐ Yes	☒ No
☐ Attached	☐ To follow

(e) Electrical work

☐ Yes	☒ No
☐ Attached	☐ To follow

(f) Roofing

☐ Yes	☒ No
☐ Attached	☐ To follow

(g) Heating system

☐ Yes	☒ No
☐ Attached	☐ To follow

(h) Underpinning

☐ Yes	☒ No
☐ Attached	☐ To follow

(i) Insulation

☐ Yes	☒ No
☐ Attached	☐ To follow

(j) Other (please state):

☐ Yes	☐ No
☐ Attached	☐ To follow

--

19.2 Have any claims been made under any of these guarantees or warranties?

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

If Yes, please give details:

--

20. Insurance

20.1 Do you insure the property?

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

If No, who insures the property?

--

20.2 Have you ever had difficulty obtaining insurance for the property?

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

If Yes, please give details:

--

20.3 Has your property insurance ever been subject to special conditions?

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

If Yes, please give details:

--

20.4 Have you made any buildings insurance claims?

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

If Yes, please give details:

21. Occupiers

21.1 Do you live at the property?

☐ Yes ☒ No

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

☐ Yes ☒ No

(a) Please state the full names of any occupiers (other than yourself) aged 17 or over.

1	First name 	2	First name
	Middle name(s) 		Middle name(s)
	Last name 		Last name
3	First name 	4	First name
	Middle name(s) 		Middle name(s)
	Last name 		Last name

(b) Are any of the occupiers who are aged 17 or over (other than yourself) tenants or lodgers?

☐ Yes ☐ No

21.3 Is the property being sold with vacant possession?

When buying or selling a property, 'vacant possession' means it will be empty of all occupiers and emptied of anything not contracted to remain on the day of completion
e.g. all possessions, furniture and rubbish.

☒ Yes ☐ No

21.4 Have all the occupiers aged 17 or over agreed to sign the sale contract?

☐ Yes ☐ No

21.5 If the property is not being sold with vacant possession, please provide details of all occupiers and copies of their tenancy agreements.

☐ Attached ☐ To follow

22. Connection to services

22.1 Please give details for each of the services that are connected to the property:

Mains electricity

Provider's name	Not known
Location of meter	
MPAN number	

Mains gas

Provider's name	Not known
Location of meter	
MPRN number	

Mains water

Provider's name	ot known
Location of stopcock	
Location of meter (if any)	

Mains sewerage

Provider's name	
-----------------	----------------------

Small sewage treatment plant

Provider's name	
Make / model	
Service provider's name	

Telephone

Provider's name	
-----------------	----------------------

Broadband

Provider's name	
-----------------	----------------------

Ground and air source heat pumps

Provider's name

Make / model

Service provider's name

If there are any 'Other' services listed in question 5.1, please give details

Electricity

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

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

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

☐ Yes ☒ No

Year
☐ Attached ☐ To follow

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

If Yes, please supply one of the following:

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

☐ Yes ☒ No
☐ Not known

☐ Attached ☐ To follow

(b) the installer's Building Regulations Compliance Certificate

☐ Attached ☐ To follow

(c) the Building Control Completion Certificate

☐ Attached ☐ To follow

Heating

22.4 How is the property heated?

Please tick all that apply

☒ Mains gas	☐ Oil	☐ Heat pumps
☐ Liquid gas	☐ Electricity	☐ Underfloor
☐ Woodburning / multi-fuel stove	☐ Other	

(a) When was the boiler installed? (DD/MM/YYYY)

2021	Date	☐ Not known
-----------------------------------	------	------------------------------------

(b) When was the heating system installed?
(DD/MM/YYYY)

	Date	☒ Not known
----------------------	------	---

(c) Please supply the installation documentation
e.g. Gas Safe Register or CORGI certificates for gas
boilers and compliance certificates (e.g. HETAS) for other appliances.

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

(d) Is the boiler/heating system in good working order?

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

(e) In what year was the boiler/heating system last serviced/maintained?

2025	Year	☐ Not known
-----------------------------------	------	------------------------------------

(f) Please supply a copy of the inspection report.

☐ Attached	☒ To follow
☐ Not available	

(g) If there is more than one heating system, please attach answers to 22.4(a)-(f) separately

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

Drainage and sewerage

Note: General information about discharges to surface water and groundwater and environmental permits can be found at: <https://www.gov.uk/guidance/discharges-to-surface-water-and-groundwater-environmental-permits>

Note: Information about planning permission, building regulations, general binding rules, and permits governing septic tanks, sewage treatment plants, and cesspools can be found at: <https://www.gov.uk/permits-you-need-for-septic-tanks>

22.5 Is the property connected to mains:

(a) foul water drainage?

☒ Yes	☐ No	☐ Not known
---	-----------------------------	------------------------------------

(b) surface water drainage?

☒ Yes	☐ No	☐ Not known
---	-----------------------------	------------------------------------

22.6 Is sewerage for any part of the property provided by:

(a) a septic tank?

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

(b) a sewage treatment plant?

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

(c) cesspool?

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

If your answer is Yes to any question in 22.6(a)-(c), please answer questions 22.7-22.14 below. Otherwise continue to question 23.

22.7 When was the system installed? (MM/YYYY)

	Month/Year
----------------------	------------

22.8 When was the sewerage system last replaced or upgraded? (MM/YYYY)

	Month/Year
----------------------	------------

22.9 If a cesspool, when was the container last emptied? (MM/YYYY)

	Month/Year
----------------------	------------

22.10 If the property is served by a sewage treatment plant, when was the treatment plant last serviced? (MM/YYYY)

	Month/Year
----------------------	------------

22.11 Does the sewerage system discharge to the ground or to surface water?

☐ Ground	☐ Surface water
---------------------------------	--

22.12 If the sewerage system discharges to the ground, does it have an infiltration system?

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

22.13 Is the use of the sewerage system shared with other properties? If Yes, how many properties share the system?

☐ Yes	☐ No
	Properties share

22.14 Is any part of the sewerage system, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the system and how access is obtained.

☐ Yes	☐ No
☐ Attached	☐ To follow

23. Environmental matters

Energy efficiency

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

23.1 Please supply a copy of the EPC for the property

☐ Attached	☒ To follow
-----------------------------------	---

23.2 Have any installations in the property been financed under the Green Deal scheme?

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

If Yes, please give details of all installations and supply a copy of your last electricity bill.

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

Japanese knotweed

Note: Please see the *Explanatory Notes for Sellers and Buyers* for further information about Japanese knotweed.

23.3 Is the property, or an area adjacent to or abutting the boundary, affected by Japanese knotweed?

☐ Yes	☐ No
☒ Not known	

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

☐ Yes	☐ No
☐ Not known	
☐ Attached	☐ To follow

Radon

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

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

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

If Yes:

(a) please supply a copy of the report

☐ Attached	☐ To follow
-----------------------------------	------------------------------------

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

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

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

☐ Yes	☐ No
☐ Not known	

24. Transaction information

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

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

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

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

--

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

☒ Yes	☐ No
☐ No mortgage	

24.4 Will the seller ensure that:

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

25. Additional information

If there is any further information about any of your answers on this form, please provide them below and/or supply additional documents.

☐ Attached ☐ To follow

Please tick to confirm:

☒ **I/We have considered the answers given on this form carefully and understand they will be relied upon by the buyer.**

Each seller should sign this form.

Signed:

Dated:

Signed:

Dated:

Signed:

Dated:

Signed:

Dated:

Law Society Fittings and Contents Form (3rd edition)

Address of the property

13 Ashfield Avenue
Morley
Leeds

Postcode LS27 0QD

Full names of the seller

Neil Christopher Bentley

Seller's solicitor

Name of solicitor's firm

Ison Harrison

Address

Email

Reference number

About this form

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

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

Definitions

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

Instructions to the seller and the buyer

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

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

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

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

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

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

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

1 Basic fittings

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

1 Basic fittings (continued)

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

2 Kitchen

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

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

3 Bathroom

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

4 Carpets

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

5 Curtains and curtain rails

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

6 Light fittings

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

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

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☐	☐	☒		
Living room	☐	☐	☒		
Dining room	☐	☐	☒		
Kitchen	☐	☐	☒		
Bedroom 1	☒	☐	☐		
Bedroom 2	☐	☐	☒		
Bedroom 3	☐	☐	☒		

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

8 Outdoor area

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

9 Television and telephone

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

10 Stock of fuel

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

11 Other items

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

Signed: _____

Dated: _____

Signed: _____

Dated: _____

Each seller should sign this form.

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

Drainage and Water Search

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



Property Address

13, Ashfield Avenue, Morley, Leeds, LS27 0QD.



Mains Water

Connected



Foul Water

Connected



Surface Water Sewer

Connected



Sewer Pipe Within Boundary

No



Water Pipe Within Boundary

No

About Your Search

Date:

22/09/2025

Search Type:

Drainage and Water Search

Sewer Undertaker

Yorkshire Water Services Ltd

Our Reference:

D03431032

Your Reference:

Searches/LS270QD/WYK404016

Report Prepared by:

Christopher McAllister

Invoice Number:

E26277632

Legend

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

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

Telephone 0800 052 0117

Email cs@onesearchdirect.co.uk

Drainage and Water Search

13, Ashfield Avenue, Morley, Leeds, LS27 0QD.

Report Reference D03431032

Drainage Map

 Enclosed

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

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

Map of Waterworks

 Enclosed

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

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

Foul Water

 Connected

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

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

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

Surface Water

 Connected

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

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

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

Surface Water

 See Detail

2.3 Is a surface water drainage charge payable?

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

Drainage Assets within Boundary

 No

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

The map indicates there are no public sewers, disposal mains or lateral drains within the boundaries of the property.

Notes

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

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Surface Water

 Insured

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

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

Public Sewer

 Yes

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

The public sewer map shows a public sewer within 30.48 metres (100 feet) of the property. It is possible for private sewers to exist within this radius which would not be shown on the public map.

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

Public Sewer

 Insured

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

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

Adoption

 No

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

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

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

Building Over Agreements

 See Detail

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

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

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

Drainage and Water Search

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Internal Flooding

 Insured

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

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

Sewage Treatment Works

 Insured

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

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

Mains Water

 Connected

3.1 Is the property connected to mains water supply?

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

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

Water Assets within Boundary

 No

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

The map indicates there are no water mains, resource mains or discharge pipes within the boundaries of the property.

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

Adoption

 No

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

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

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

Drainage and Water Search

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Water Pressure

 Insured

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

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

Water Supply Classification

 See Detail

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

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

Water Meter

 See Detail

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

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

Sewerage Undertaker

 See Answer

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

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

Telephone: 0845 1 24 24 24

Web: www.yorkshirewater.com

Water Undertaker

 See Answer

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

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

Telephone: 0845 1 24 24 24

Web: www.yorkshirewater.com

Sewerage Service Billing

 See Detail

4.2 Who bills the property for sewerage services?

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

Water Service Billing

 See Detail

4.3 Who bills the property for water services?

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

Charging Basis

 See Detail

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

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

Drainage and Water Search

Report Reference D03431032

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Public Sewer 4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	 Insured
Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.	

Drainage and Water Search

13, Ashfield Avenue, Morley, Leeds, LS27 0QD.

Report Reference D03431032

Terms and Conditions

The Search Company

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

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

(Referred to as "OneSearch").

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

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

Terms for Preparation of Search

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

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

Legal Issues

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

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

8. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.

9. 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 Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

10. This search is protected by Professional Indemnity Insurance arranged by Tokio Marine HCC, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

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

Complaints Procedure

12. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Ombudsman can award up to £5000 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.

If you 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 email, as you prefer, if we need more time;
- Provide a final response, in writing, at the latest within 40 working days of receipt;
- Liaise, at your request, with anyone acting formally on your behalf.

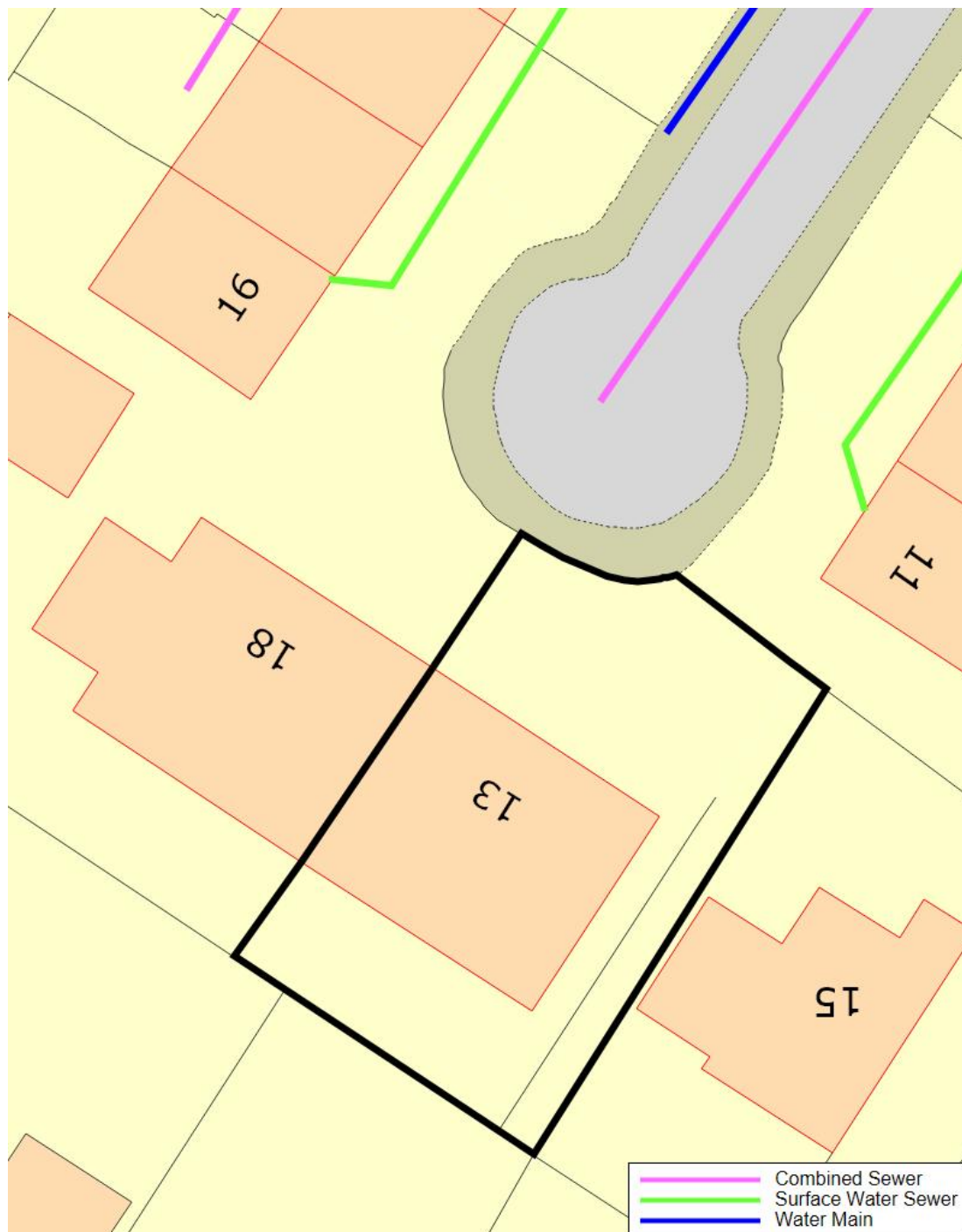
Complaints should be addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone.

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

Tel 01722 333306
Email admin@tpos.co.uk
Web <http://www.tpos.co.uk/>

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

Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

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Land Registry under delegated authority from the Controller of HMSO.

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NOTES

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

4. On 1st October 2011 some private assets transferred to water company ownership, including private sewers and lateral drains. These assets will be indicated where they have been added to the statutory sewer maps, but may not be shown due to the historical nature of private sewers (See note 2).
5. The presence of service pipes should be anticipated and the actual position of mains should be verified and established on site prior to commencing any work



PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY
STEWART TITLE LIMITED

stewart title®

POLICY SUMMARY

keyfacts

POLICY TYPE

Personal Search (DW Errors and Omissions and Missing Answers)

THE INSURER

Stewart Title Limited

POLICY TERM

In Perpetuity from the Policy Date

INSURER'S ADDRESS

6 Henrietta Street, London, WC2E 8PS

TO THE POLICYHOLDER

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

TO THE INTERMEDIARY

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

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

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

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

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

UPDATING THE COVER

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

RIGHTS TO CANCEL POLICY

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

HOW TO CLAIM

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

COMPLAINTS

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

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

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited

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

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 160482	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

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

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

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

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

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

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

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

Organisation - One Search Direct

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

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

PREMIUM
(£ inclusive of I.P.T)
£1.15

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

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

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

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

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

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

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

Seller Cover

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

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

Exclusions

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

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

Conditions

All conditions referred to in the Policy shall apply

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

COVER

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

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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

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

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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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