



Auction Pack

Land at 524 Halifax Road
Bradford
BD6 2LP



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of 524 Halifax Road Bradford BD6 2LP

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

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

CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

Important Notice

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

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

Glossary

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

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

Wherever it makes sense:

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

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

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

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

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE As specified in the CONTRACT.

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

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

ONLINE On our website.

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

RESERVATION AGREEMENT

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

RESERVATION FEE

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

SALE CONDITIONS

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY Schedule

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

TRANSFER

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

We (and Us and Our)

The AUCTIONEERS.

You (and Your) Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.

A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

A2.1 As agents for each SELLER we have authority to

- (a)** prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b)** offer each LOT for sale by conditional AUCTION;
- (c)** receive and hold deposits (if applicable);
- (d)** sign each RESERVATION AGREEMENT; and

(e) treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

Payment of Reservation Fee

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

Grant of exclusivity for Reservation Period and Seller’s obligations

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

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

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

Buyer's Obligations

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

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

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

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

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

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

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

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

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

Termination

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

Incorporation of Conditional Auction Terms and Conditions

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

Auctioneer's Position

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

Waiver

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

Assignment and other dealings prohibited.

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

Costs

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

General

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

Notices

- 1 Any notice or other communication required to be given to either the BUYER or SELLER under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the

other Party's address as noted on page 1 of the RESERVATION AGREEMENT (or such other address as may be notified in writing by one Party to the other from time to time).

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

Third Party Rights

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

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

3.3 Governing Law

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

Jurisdiction .

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

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

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address ("the Property") _____

_____ **Postcode** _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

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

Seller (the legal owner of the Property) _____

Buyer(s) Details

Name(s) of the Buyer(s) _____

Address _____

_____ **Postcode** _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer's Solicitors Details **Solicitor Name** _____

Contact Name _____ **Telephone** _____

Address _____

_____ **Postcode** _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

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

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

IT IS AGREED

1. Payment of Reservation Fee

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

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

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

On Behalf of the Buyer(s):

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

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

3. Buyer's Obligations

1. In consideration of the undertakings given by the Seller in this Agreement, the Buyer(s) agrees:

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

4. Termination

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of Conditional Auction Terms and Conditions

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

6. Auctioneer's Position

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

7. Waiver

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

8. Assignment and other dealings prohibited

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

9. Costs

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

10. General

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

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

14. Governing Law

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

15. Jurisdiction

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

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

On Behalf of the Buyer:

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

These are the notes referred to on the following official copy

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

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

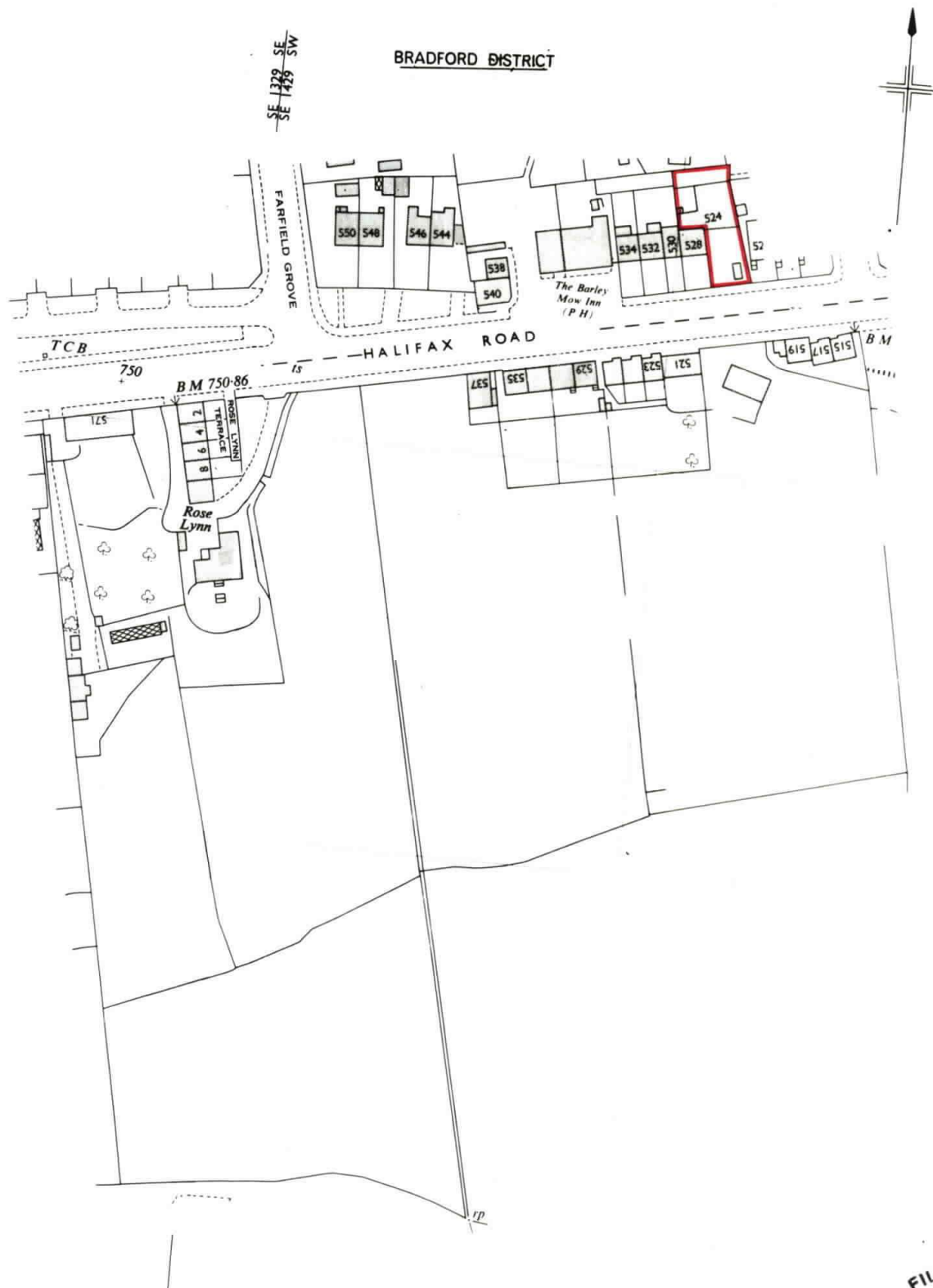
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 10 September 2025 shows the state of this title plan on 10 September 2025 at 12:20:53. 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 268399	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 1429
			SECTION
			C
Scale: 1/1250			© Crown copyright 1970.



The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WYK268399

Edition date 18.09.2018

- This official copy shows the entries on the register of title on 10 SEP 2025 at 12:20:53.
- 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 : BRADFORD

- 1 (08.10.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 524 Halifax Road, Bradford (BD6 2LP).
- 2 The Conveyance dated 9 March 1908 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the walls separating the said dwellinghouses hereby conveyed from the adjoining dwellinghouse belonging to the Vendors and shewn on the said plan being marked thereon party walls are mesne or party walls and shall at all times hereafter be enjoyed as such and maintained and repaired accordingly."

B: Proprietorship Register

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

Title absolute

- 1 (18.09.2018) PROPRIETOR: BODILL 1850 LIMITED (Co. Regn. No. 09748209) of The Loft, 24 Grouse Moor Lane, Queensbury, Bradford BD13 1NS and of 1st Floor Unit 5, Arabesque House, Monks Cross Drive, Huntington, York YO32 9GZ.
- 2 (18.09.2018) The price stated to have been paid on 24 August 2018 was £57,000.
- 3 (18.09.2018) 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.

Title number WYK268399

- 1 A Conveyance of the land in this title dated 9 March 1908 made between (1) Susie Pyrah and Susannah Pyrah (the Vendors) and (2) William Pyrah (the Purchaser) contains the following covenants:-

"The Purchaser hereby covenants with the Vendors their respective heirs executors administrators and assigns that the Purchaser his heirs executors administrators and assigns will at all times hereafter maintain a good and sufficient fence or wall dividing the hereditaments hereby conveyed from the adjoining hereditaments the Vendors on the West side thereof and running from the position marked A to the point marked B on the said plan such fence not to be of greater altitude than is shown by the elevation sketch thereof on the said plan and thereon coloured yellow AND also that the Purchaser his heirs executors administrators or assigns will not erect or cause to be erected except in substitution for those already erected thereon any buildings other than bay windows porches verandahs or ornamental dressings nearer to Halifax Road aforesaid than the building line shewn on the said plan."

NOTE: Copy plan filed.

- 2 The land is subject to the following rights reserved by the Conveyance dated 9 March 1908 referred to above:-

"RESERVING NEVERTHELESS unto the Vendors their respective heirs executors administrators and assigns as appurtenant to the cottage or dwellinghouse and premises belonging to the Vendors and situated immediately adjoining to the hereditaments and premises hereby conveyed a full and free right of drainage along and user of the drains channels or courses coloured blue on the said plan and extending from the said adjoining property of the Vendors through and under the hereditaments and premises hereby conveyed into the said Halifax Road in the direction shown on the said plan AND ALSO RESERVING the right to the use of the water and gas pipes lying under the hereditaments hereby conveyed and also shown on the said plan and thereon coloured red and green respectively AND ALSO RESERVING the right to make communications therewith and together with full right and liberty at all reasonable times to enter upon the hereditaments and premises hereby conveyed for the purpose of repairing cleansing or renewing the said drains channels courses and pipes or any of them or any part or parts thereof respectively that they the Vendors making good all damage done thereby and restoring the surface AND ALSO RESERVING the sole right and exclusive user with the full and unrestricted right of passing across the hereditaments hereby conveyed from Halifax Road aforesaid for that purpose) of the water closet or privy standing on the hereditaments hereby conveyed and marked "H" on the said plan they the Vendors keeping the said water closet or privy and in good and sanitary repair and condition AND ALSO RESERVING (in common with the Purchaser his heirs executors administrators and assigns) the right to use the ashes place adjoining the said privy and shown and marked "F" on the said plan they the Vendors paying one half of the cost of cleaning emptying and repairing the said ashes place AND ALSO RESERVING the full and free right and liberty for the Vendors their respective heirs executors administrators and assigns (but only as appurtenant to the said adjoining property as aforesaid) to enter upon the hereditaments hereby conveyed for the purpose of executing any alterations to or repairing the northern and eastern walls of the said adjoining dwellinghouse and premises belonging to the Vendors and shewn on the said plan they the Vendors making good all damage done to the property of the Purchaser thereby AND ALSO RESERVING and this Conveyance is hereby made expressly subject to the right of the Vendors their respective heirs executors administrators grantees and assigns to have an unimpeded access of light and air as at present enjoyed to the windows marked C D and E in the said plan which are set in the said adjoining dwellinghouse of the Vendors and overlook the hereditaments hereby conveyed AND SUBJECT ALSO to the right of eaves drop from the said adjoining dwellinghouse of the Vendors and to the projection of the said eaves over the hereditaments hereby conveyed or of such parts of the adjoining dwellinghouse of the Vendors as now overhang the hereditaments hereby conveyed in the positions marked on the said plan the Vendors keeping the said eaves in repair."

End of register

OneSearch Express (New Build Plot)

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

**Covered Property
Address:** 524 Halifax Road
Bradford
BD6 2LP

Date: 19/09/2025
Your Ref: Searches/BD62LP/WYK268399
Report No: 06853760
Client Ref: Searches/BD62LP/WYK268399
Policy No: 24/62084374ALI

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.

Express Data Report

Important Note

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

About This Report

Purpose

Express Data Report

Property:

524 Halifax Road
Bradford
BD6 2LP

Bradford City Metro District Council
Local Authority Code: 4705

Policy Number

24/62084374ALI

Your Reference:

Searches/BD62LP/WYK268399

Prepared by:

mdocherty

Invoice Number:

E26277257

Date:

19/09/2025



Planning Designations and Proposals

Identified



Planning Permissions

Yes



Nearby Road Schemes

No



Nearby Railway Schemes

Identified



Traffic Schemes

Identified

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

0800 052 0117

cs@onesearchdirect.co.uk

Planning Designations and Proposals

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

See details below

Borough Boundary	-	-
Local Plans	Borough Boundary	
Bradford District Replacement Udp Adopted	Adopted	31/10/2005
Local Plan Policy	Borough Boundary	
Local Plan Policy	Constituency Boundaries	
Core Strategy	Submission Draft	12/12/2014
Local Plans	Waste Management Core Strategy - Area of Search	
Local Plans	Regional City	
Local Plans	Aerodrome Safeguarding Area	
Local Plans	Coal MSA	

Informative

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

Planning Decisions and Pending Applications

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

(a) Planning Permissions			Yes
	Decision	Date	Application Type
14/03736/HOU Proposal Loft conversion with ridge raised and removal of existing roof, window amendments and construction of front dormer windows	Granted with Conditions	17-Nov-2014	Planning
14/03736/SUB0 1 Proposal Submission of details to comply with condition 2 of planning permission 14/03736/HOU dated 17.11.2014: Loft conversion with ridge raised and removal of existing roof, window amendments and construction of front dormer windows	Granted	10-Oct-2017	Planning
19/00492/FUL Proposal Two semi detached dwellings with off road parking	Withdrawn	12-Mar-2019	Planning
20/02223/FUL Proposal Detached dwelling with associated parking and landscaping	Granted with Conditions	6-Oct-2020	Planning
24/02708/FUL Proposal Construction of 1 detached 3/4 bedroom detached new dwelling, parking and landscaping	Granted with Conditions	4-Oct-2024	Planning
Section 1.1 (b) Listed Building Consents			None
Section 1.1 (c) Conservation Area Consents			None
Section 1.1 (d) Certificate of Lawfulness of Existing Use or Development			None
Section 1.1 (e) Certificate of Lawfulness of Proposed Use or Development			None
Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings			None
Section 1.1 (g) A Heritage Partnership Agreement			None
Section 1.1 (h) A Listed Building Consent Order			None
Section 1.1 (i) a local listed building consent order			None
Informative <i>The Local Authority's computerised records of planning documents do not extend back before 01/04/1974 and replies will only cover the period since that date. If earlier history is required, please contact the Planning Department - refer to search information sheet for contact details</i>			

Land Required for Public Purposes

Is the property included in land required for public purposes?

No

Land to be Acquired for Road Works

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

No

Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following?		No
(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; (b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving- i) Construction of a roundabout (other than a mini-roundabout); or ii) Widening by construction of one or more additional traffic lanes; (d) The outer limits of- i) Construction of a new road to be built by a local authority ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes (e) The centre line of the proposed route of a new road under proposals published for public consultation; or (f) The outer limits of- i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; ii) Construction of a roundabout (other than a mini-roundabout); or iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?		
Informative <i>A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.</i>		

Nearby Railway Schemes

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

Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?		Yes
Scheme Type	Proposal	
Proposed Tram - Train Route	Proposed Tram - Train Route	
Informative <i>Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.</i>		

Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:			Yes
(a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building?			
Scheme Type	Proposal	Subject	
Waiting or Loading restrictions	Bradford Metropolitan District Council (Waiting Loading and Parking)(Consolidation)(Amendment No.14) Order 2023 105334 Various Locations in the Bradford South Area 22/23	Halifax Road, Bradford	
Waiting or Loading restrictions	Bradford MDC (Bradford South) (Waiting Loading & Parking) (Consolidation) (Amendment No) Order - Various Schools, Bradford South Area		
Informative <i>In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.</i>			
Informative <i>This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i>			

Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-	No
(a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management	

Contravention of Building Regulations

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

Notices, Orders, Directions and Proceedings under Planning Acts

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

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

Community Infrastructure Levy (CIL)

Is there a CIL charging schedule?

Yes

Type of Development - Charging Schedule CIL Charging Rates (per sq. m)

Residential - Zone 1 (C3)1 £100

Residential - Zone 2 (C3)1 £50

Residential - Zone 3 (C3)1 £20

Residential - Zone 4 (C3) £0

Retail warehousing2 - Central Bradford £85

Large Supermarket (>2000 sq m) £50

All other uses not cited above £0

1 Excludes specialist older persons' housing (also known as Sheltered/Retirement/Extra Care) defined as residential units which are sold with an age restriction typically to the over 50s/55s with design features, communal facilities and support available to enable self-care and independent living.

2 Retail warehouses are usually large stores specialising in the sale of household goods (such as carpets, furniture and electrical goods), DIY items and other ranges of goods. They can be stand-alone units, but are also often developed as part of retail parks. In either case, they are usually located outside of existing town centres and cater mainly for car-borne customers. As such, they usually have large adjacent, dedicated surface parking.

Conservation Areas

Do the following apply in relation to the property:-

No

- a) The making of the area a Conservation Area before 31st August 1974; or
- b) An unimplemented resolution to designate the area a Conservation Area?

Compulsory Purchase

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

No

Radon Gas

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

No

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

Informative

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

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

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

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

Assets of Community Value

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

Service Contact Details

Bradford City Metro District Council

City Hall
Bradford
BD1 1HY



Bradford Planning Department

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



01274 754605



UK Health Security Agency

UK Health Security Agency
10 South Colonnade
London
E14 4PU



020 7654 8000



enquiries@ukhsa.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF



020 7944 4908



HS2enquiries@hs2.org.uk

Yorkshire Water

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



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 UK. 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 **Bradford City Metro District Council at City Hall, Bradford, West Yorkshire, BD1 1HY**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. 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.

Your Aviva Legal Indemnity Policy

No Search - new build/plots with planning

Policy Number 24/62084374ALI

Produced on 23 August 2024

This policy has been arranged for you on the recommendation of your legal adviser. It provides evidence of your insurance and may be required in the event of a claim.

Important. If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible.

You are

- the owner(s) at the Effective Date of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution holding a mortgage or charge on the Property.

We are

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your Premium

The premium applicable to each Property covered by this policy is indicated below

Min value per property	Max value per property	Premium including IPT*
£0	£1,500,000	£44.00

*Insurance Premium Tax (IPT) at the appropriate rate (where applicable).

Your Property

Please refer to the attached Schedule of Properties.

Your Insured Use

Your continued use of the Property as a single, private dwelling or as a building plot for construction and subsequent use as a single residential dwelling in accordance with planning permission granted before the Effective Date.

Your Cover Limit

You are covered for any claim(s) made against you in respect of your Property insured under this Policy for Insured Losses which you incur up to a total value of **£1,500,000.00**

No Search - new build/plots with planning

Your Period of Cover

Start Date: 1 August 2024

This policy is effective from the Start Date. In respect of each Property insured under this policy, your cover begins on the Effective Date shown against each Property in the attached Schedule of Properties and continues until:

- if you are the owner of the Property at the Effective Date, for your single period of ownership, or
- if you are a bank, building society or other lending institution holding a mortgage or charge on the Property, for the full term of any mortgage or charge created during the owner's Period of Cover or until such mortgage or charge is repaid, if later.

Your Covered Risk

OneSearch has supplied the attached data report in connection with the purchase of the Property but one or more of the following enquiries relating to the Property have not been raised, either officially or personally, within 3 months before the Effective Date:

if the Property is located in **England or Wales**

- a search of the Local Land Charges Register on form LLC1 (or any other official form replacing this); and/or
- a search of the local authority's records on form(s) Con29R and/or Con29O (or any other official form(s) replacing these); and/or
- a search of water and drainage records on form Con29DW (or any other official form replacing this); and/or
- a search of the Coal Authority's records on form Con29M (or any other official form replacing this); and/or
- an environmental risk assessment to determine if the Property may be affected by contamination; and/or
- a full Chancel Repair Liability search of the Records of Ascertainment undertaken at the National Archives

if the Property is located in **Scotland**

- a search in the records of the Local Authority Department of Planning Building Control Environmental Health Housing or Roads in which the property is situated; and/or
- an enquiry to sewerage or water undertakers in whose area the Property is situated relating to water sewerage or drainage matters; and/or
- either a standard or special enquiry of the appropriate Authority or any official form in substitution which are in existence on or before Effective Date and which materially affect the value of the Property

if the Property is located in **Northern Ireland**

- Department of Environment Property Certificate; and/or
- Local Council Property Certificate; and/or
- Northern Ireland Housing Executive Search; and/or
- Statutory Charges Search against a Property

Operation of Cover

In return for the payment of your Premium, we will provide the Cover to you throughout your Period of Cover, provided that

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy.

Your Cover

In the event that any response(s) which would be given on the Effective Date of the policy to the enquiries under Your Covered Risk prevent or restrict your use of the Property or reduce its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses up to your Cover Limit

Your Insured Losses

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this section of your policy are

- whichever is the lesser of

i) any reduction in the open market value of the Property, caused solely and directly by information which would be obtained on the Effective Date in response to the enquiries under Your Covered Risk, where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is subject to the response(s) and second that the Property is not subject to the response(s)

ii) the amount outstanding under any financial charge registered against the Property in the Register of Local Land Charges on the Effective Date

- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

As lender: If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are insured under this policy are

- whichever is the lesser of:

i) any shortfall in the repayment of your mortgage secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground rent and service charges (if applicable), following the exercise of your power of sale; and

ii) the amount outstanding under any financial charge registered against the Property in the Register of Local Land Charges on the Effective Date

- the cost of rectifying a Covered Risk, which may include the issue by us of a policy or policies to the purchaser(s) of the Property from you, covering the purchaser(s) and any subsequent mortgage-lender(s) in the event of the occurrence of a Covered Risk. Any such policy or policies would be in accordance with the standard policy terms and conditions in general use by us at the time
- all sums which you are liable to pay in accordance with any order, injunction or judgment from a court of law in respect of a chancel repair liability, or with our prior written agreement
- the costs and expenses of taking or defending any action at law or otherwise, subject to our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

Your Uninsured Losses

As owner: If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are **not** insured under this section of your policy are any losses, costs or expenses which result from

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed before the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed after the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- you not being the legal owner(s) of the Property at the Effective Date
- chancel repair liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused

- after the Effective Date; and/or

- by leakage of any tanks situated at the Property; and/or

- by radioactive substances or materials

- the Property being located in

- an area of coastal erosion; and/or

- an area potentially at risk from flood

- the Property being located anywhere other than

- England or Wales

- Scotland

- Northern Ireland

As lender: If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are not insured under this policy are any costs or expenses which result from

- information likely to give rise to a claim under this policy about which you or your legal adviser(s) were already aware at the Effective Date (other than notice or knowledge imputed to you by statute solely by reason of the existence of an entry on the Register of Local Land Charges)
- information likely to give rise to a claim under this policy revealed by searches or enquiries made by you or on your behalf before the Effective Date
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed before the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- any alterations, additions, extensions, changes of use or other development at the Property begun or completed after the Effective Date for which planning permission and/or building regulations approval, if required, was not obtained
- your borrower(s) (the owner(s)) not being the legal owner(s) of the Property at the Effective Date
- Chancel Repair Liability registered against the Property at HM Land Registry on the Effective Date or, where title is unregistered, known to be reserved in the title deeds on the Effective Date
- contamination caused

- after the Effective Date; and/or

- by leakage of any tanks situated at the Property; and/or

- by radioactive substances or materials

- the Property being located in

- an area of coastal erosion; and/or

- an area potentially at risk from flood

- the Property being located anywhere other than

- England or Wales

- Scotland

- Northern Ireland

Your Aviva Legal Indemnity Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

General

Consent

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of the Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- knowingly allow the Property to be used otherwise than in accordance with your Insured Use.

Cancellation

The policy can be cancelled by

- us giving you 30 days notice in writing; or
- you giving us 30 days notice in writing at our last known address

Cover for properties declared to us before cancellation will be unaffected.

Amendments to Policy

We are entitled to revise the terms provisions or conditions of the policy by giving 30 days notice in writing to you but any revision will only apply to transactions completed after the date of notice.

Premium Payment

Premium payment in respect of all new transactions completed during each calendar month will be submitted to us within 14 days of the end of each calendar month.

Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion to conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

Choice of Law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
 - at the Start Date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.
-

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

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.

Please be aware of the General and Claims Terms and Conditions of this policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk or you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

Complaints

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service if you are eligible to do so (see www.financial-ombudsman.org.uk for further details)

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<http://ec.europa.eu/odr>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

IMPORTANT INFORMATION

Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

Data Protection - Privacy Notice

Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of risks situated within the UK and other countries excluding the EEA and Aviva Insurance Ireland Designated Activity Company as the insurer of risks situated within EEA countries. Additional controllers include your intermediary, who is responsible for the sale and distribution of the product, any applicable insurers, reinsurers or brokers we use.

Personal information we collect and how we use it

We will use personal information collected from you and obtained from other sources:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: We need this to:
 - manage arrangements we have with our insurers, reinsurers and brokers we use, and for the detection and prevention of fraud,
 - help us better understand our customers and improve our customer engagement. This includes profiling and customer analytics which allows us to make certain predictions and assumptions about your interests, make correlations about our customers to improve our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

We may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. **If you are providing information about another person we expect you to ensure that they know you are doing so. You might find it helpful to show them this privacy notice.**

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

There may be times when we need your consent to use personal information for a specific reason. If this happens we will make this clear to you at the time. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is

withdrawn we will not be able to continue to process the information you gave us for this/these purpose(s). This would not affect our use of information where consent is not required.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we use as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

Automated decision making

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with our brokers who arrange and manage such reinsurance and insurance arrangements. They will use your data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

Our Regulatory Status

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom. We are registered as Aviva Insurance Limited. (Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website www.fca.org.uk

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3GG, quoting your policy number or telephone 0800 158 2236.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Statement of Fact for Your Aviva Legal Indemnity Policy



Produced on 23 August 2024

This is an important document and you must read it in full

Policy Details

Policy number

24/62084374ALI

Start Date

1 August 2024

The following information has been provided to us by or on behalf of the owner/occupier of the Properties or some other person with recent, first-hand knowledge of the Property, immediately before the Start Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

No Search - new build/plots with planning

- The Property is a single residential dwelling, suitable now for occupation without any outstanding or incomplete building works or is a building plot with planning permission granted for a single residential dwelling to be constructed within 12 months after the Effective Date.
- You have agreed to purchase the Property for use in the same way as described above .
- The owner(s) are the legal owner(s) of the Property on the Effective Date.
- You are not aware of any fact, matter or circumstance which would be likely to affect the use of the Property or its value, or give rise to a claim under this policy
- Access to the Property is or will be gained directly from a highway or adequate express rights exist for vehicular access over estate roads or other private land.
- Drainage and water provision for the Property comes or will come directly from the mains without passing under or through private land or adequate express rights exist for the running and use of drainage and water pipes through private land.
- On the Effective Date, the amount secured by any mortgages or charges on the Property do not in the aggregate exceed 95% of the value of the Property.
- On the Effective Date there is no chancel repair liability registered against the Property at HM Land Registry or, where title is unregistered, known to be reserved in the title deeds.
- Except for the searches described above, all usual enquiries before contract have been completed.

Drainage and Water Search

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



Property Address

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.



Mains Water



See main report



Foul Water



See main report



Surface Water Sewer



See main report



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:

D03430769

Your Reference:

Searches/BD62LP/WYK268399

Report Prepared by:

Hannah Bruce

Invoice Number:

E26277256

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

Report Reference D03430769

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

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

 See Detail

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

This report relates to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer where appropriate.

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

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

This report relates to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer where appropriate.

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.

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

- 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.

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

 No

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 does not show 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

 See Detail

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?

This report relates to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer where appropriate.

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.

Drainage and Water Search

Report Reference D03430769

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

- 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.

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

 See Detail

3.1 Is the property connected to mains water supply?

This report relates to a plot of land or a recently built property. It is recommended that water supply proposals are checked with the developer where appropriate.

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

 See Detail

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?

Please refer to developer.

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

Report Reference D03430769

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

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 D03430769

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

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

524, Halifax Road, Bradford, West Yorkshire, BD6 2LP.

Report Reference D03430769

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:

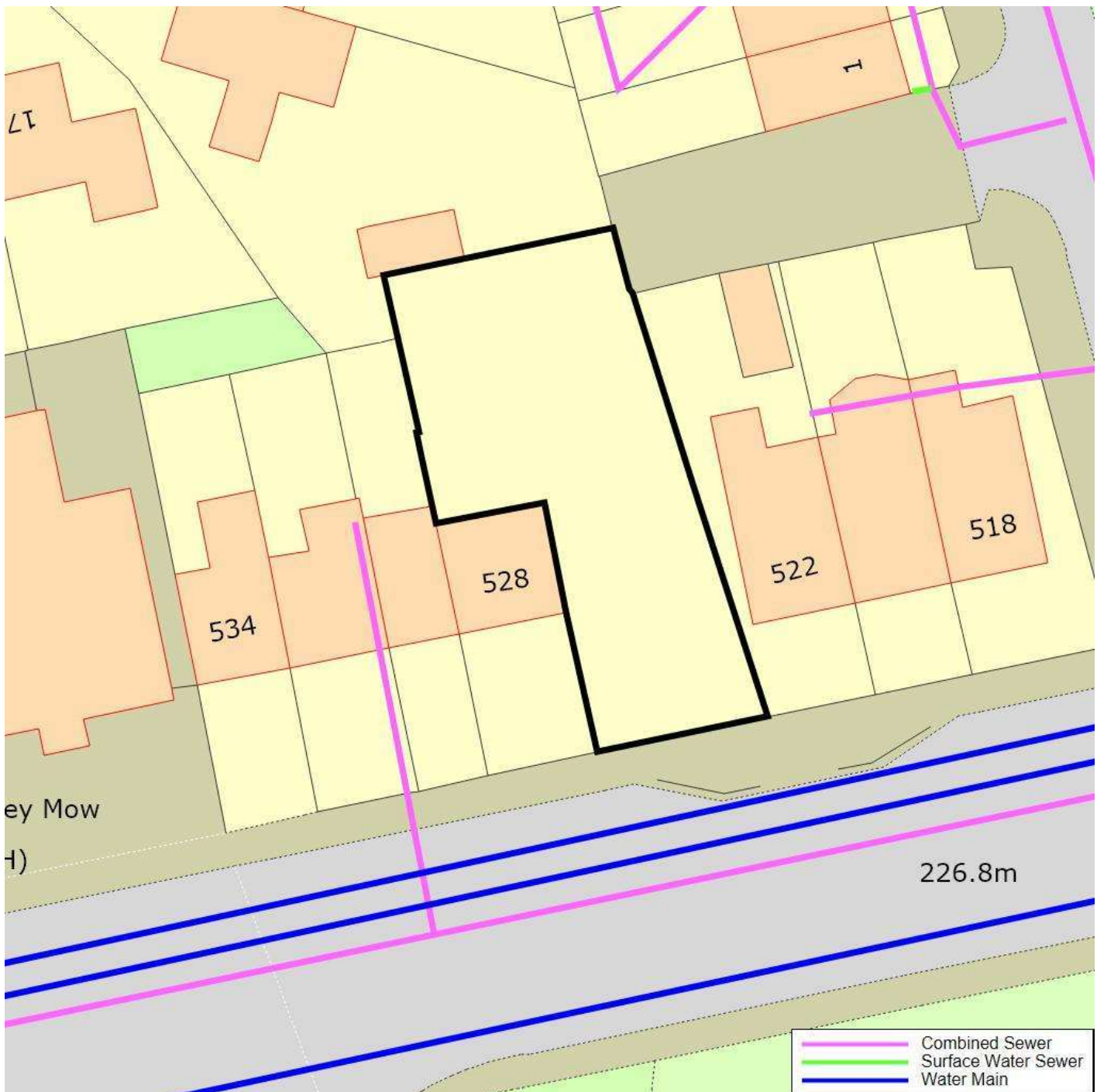
Tel 01722 333306

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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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.

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 6 Henrietta Street, London, UK, WC2E 8PS.



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