

## Enquiries of The Local Authority (2016 Edition) Search Details

Prepared for: Arch Law Limited  
Matter: 30931  
Client address: Beehive Lofts, Jersey Street, Manchester, M4 6JG

Property:  
Land On The North East Side of, Kilpin Hill Lane, Batley

**Local Authority:**  
Kirklees Metropolitan Council  
Civic Centre I (and III), High Street, Huddersfield, HD1 2PQ

Date Returned: 17/04/2025	Property type: Residential
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## Summary for Conveyancers

At InfoTrack Ltd we believe in adding value to our search products. This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.

We have included recommendations for further actions at the end of the summary. We hope you find it helpful.

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### Local Land Charges

The property is subject to:

Planning Charge(s) [Part Three]

Miscellaneous Charge(s) [Part Four]

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### Planning

This report reveals planning entries since 1 January 1990

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### Building Regulations

This report reveals no building regulation entries since 1 January 1980

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### Development Plan Designations

The report reveals the following:

Within:

- Kirklees Boundary
- Mineral Safeguarding Area - SCR with Sandstone and /or Clay and Shale.
- Biodiversity Opportunity Zones – Built Up Areas

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### Road Adoption & Public Rights of Way

Name	USRN	Type	Number/Code	Status
KILPIN HILL LANE	19409134	Road	N/A	HMPE
GRESSWELL LANE	19408819	Road	N/A	HMPE
ACCESS FROM 47 GRESSWELL LANE TO 21 LYNDALE MEWS	19416461	Road	N/A	HMPE

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### Road, Rail and Traffic Schemes

The property is within a Local Authority that is affected by the proposed Trans -Penine Route Upgrade, that includes a proposal to double the tracks between Huddersfield and Westtown. Further information can be located at the following : <https://www.networkrail.co.uk/running-the-railway/railway-upgrade-plan/key-projects/transpennine-route-upgrade/>

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### Radon Gas

The property is within a Radon affected area



## Road Adoption & Public Rights of Way

The plan below shows roads, footpaths and footways included under enquiry 2.1a by way of centre line only, and any Public Rights of Way which cross or abut the property boundary. For further information see the responses to enquiries 2.1 to 2.5 of this search.

**Please note that the plan is for indicative purposes only and cannot be used to comment on the extent of adopted highway, width of a highway, or whether or not any existing highway directly abuts the boundary of the property.**

If you require any further clarification on any information revealed please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) to order a Highways Search.



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Key:

-  Highway Maintainable at Public Expense (HMPE)
-  Not Highway Maintainable at Public Expense (Not HMPE)
-  Highway Part Maintainable at Public Expense (Part HMPE)
-  Public Footpath
-  Public Right of Way
-  Public Bridleway
-  Public Byway
-  Public Restricted Byway



## Recommendations

In light of the above entries, we would recommend the following items which can be ordered through our website:

### Planning

- **Planning Report:** as a Local Search does not consider planning applications or permissions relating to other properties nearby
- Full copies of the Planning Permissions
- **Indemnity insurance quotation:** if Planning Permission has not been revealed for alterations carried out to the property

### Building Control and Restrictions on Land or Development Use

- **Indemnity insurance quotation:** if Completion Certificates have not been revealed for all alterations carried out to the property

### Environmental Issues

- **Environment Report:** this Local Search result does not show any records of contamination held by the Local Authority. However, these records only indicate land that has been fully investigated and designated as Contaminated Land, and does not confirm that a site will not be investigated in the future. As most councils have not yet completed their contamination records, you should consider an Environment Report.

## Next Steps

For more information or to order any of the recommended documents or additional searches, copies of entries or charges, or to obtain a quote for insurance please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk)



## Report of Entries in the Local Land Charges, Planning & Building Regulation Registers

### Local Land Charges as at 10 April 2025

Part	Reference	Description	Date of Registration
3	2010/93362	Extension to time limit to previous permission 2007/94815 for erection of one dwelling	29.11.2010
3	2015/90699	Erection of one detached dwelling	10.03.2015
3	2007/62/94815/E1	Conditional Consent Granted on the 4 January 2008 for erection of detached dwelling	21.01.2008
4	SCO	Smoke Control Area Covers the whole Kirklees area Clean Air Act 1993 Section 18	01.04.1993

### Other Planning History from 1 January 1990

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.

Reference	Description	Decision	Date of Decision
2007/90257	ERECTION OF DETACHED DWELLING WITH INTEGRAL GARAGE	R	26.03.2007
90/04903	OUTLINE APPLICATION FOR ERECTION OF 1 NO. DWELLING	R	26.04.1991
2020/93700	Erection of 2 detached dwellings	WD	10.03.2021



## Building Regulations from 1 January 1980

Reference	Description	Decision	Date of Decision	Date of Completion Certificate (if issued)
	There are no entries relating to this property			

### Decision Key

ACC Accepted	CPS Competent Persons Scheme	PA Plans Approved
ACK Acknowledged	DA Demolition Accepted	PAC Plans Approved Conditionally
AD Appeal Dismissed	DN Demolition Notice	PANR Prior Approval Not Required
AND Application not requiring a decision	DO Disposed Of Undetermined	PCL Certificate of Lawfulness Permitted
AOA Allowed on Appeal	EBR App exempt Building Regulations	PD Permitted Development
AR Appeal Refused	ENR EIA Not Required	PEN Pending
ARPP Amendment Requires Planning Permission	ER EIA Required	PPU Pass plans unconditionally, all types
AU Appeal Upheld	IN Referred to Approved Inspector	PU Proposed use/development is Lawful
AW Appeal Withdrawn	INA Initial Notice Accepted	R Refusal
BN Building Notice	IVN Investigation Needed	RG Regularisation
BOA BN ONLY – Accepted	LBC Listed Building Consent	RPA Refuse Prior Approval
CAC Conservation Area Consent	N/A Not Available (CPS Entries N/A Not Applicable)	TWP Permitted (Only for Tree Works)
COL Certificate of Lawfulness	NOBJ No Objections	WD Withdrawn
CP Conditional Permission	NPW Not proceeded with	
CPFP Approve with conditions - Full Plans	P Permission	



## Enquiries of the Local Authority (2016 Edition)

### Additional Information

Planning history prior to our advertised 'Other Planning History from' date is available on request and we will endeavour to return all the data held by this local authority. However, there could be delays in obtaining this information due to the way historical records can be stored.

<b>PLANNING AND BUILDING REGULATIONS</b>	
Planning and Building Decisions and Pending Applications	
1.1 Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	1.1
<ul style="list-style-type: none"> <li>(a) a planning permission;</li> <li>(b) a listed building consent;</li> <li>(c) a conservation area consent;</li> <li>(d) a certificate of lawfulness of existing use or development;</li> <li>(e) a certificate of lawfulness of proposed use or development;</li> <li>(f) certificate of lawfulness of proposed works for listed buildings;</li> <li>(g) a heritage partnership agreement;</li> <li>(h) a listed building consent order;</li> <li>(i) a local listed building consent order;</li> <li>(j) building regulations approval;</li> <li>(k) a building regulation completion certificate; and</li> <li>(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?</li> </ul>	<ul style="list-style-type: none"> <li>(a) Any entries are listed in our report</li> <li>(b) Any entries are listed in our report</li> <li>(c) Any entries are listed in our report</li> <li>(d) Any entries are listed in our report</li>   <li>(e) Any entries are listed in our report</li>   <li>(f) Any entries are listed in our report</li>   <li>(g) Any entries are listed in our report</li> <li>(h) Any entries are listed in our report</li> <li>(i) Any entries are listed in our report</li> <li>(j) Any entries are listed in our report</li> <li>(k) Any entries are listed in our report</li> <li>(l) Refer to vendor, please see Informatives (2) and (3)</li> </ul>
<u>Informative</u>	
(1) This reply does not cover other properties in the vicinity of the property.	
(2) As from 1 April 2002 the installation of a replacement window, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.	
(3) Question 'l'. Competent Persons Scheme. These records are not routinely held by the Local Authority. Information is available from the appropriate Scheme Managers direct. This includes - heat producing gas appliances; oil-fired combustion devices, oil storage tanks and heating and hot water services systems connected to them; certain solid fuel burning appliances and heating and hot water service systems connected to them; air conditioning or ventilation systems; lighting or electric heating systems; certain electrical installations; sanitary ware or washing facilities and cavity wall insulation. The client is advised to apply to the vendor for details of any works or completions issued under Competent Persons Schemes.	
Please note: when included, the Application Completion Date is indicative of the date the works were completed on site.	



Planning Designations and Proposals

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

1.2 Kirklees Local Plan, adopted on 27.02.2019

Within:

- Kirklees Boundary
- Mineral Safeguarding Area - SCR with Sandstone and /or Clay and Shale.
- Biodiversity Opportunity Zones – Built Up Areas

Informative

This reply reflects policies or proposals in any existing adopted 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's Planning and Highways Department. Information regarding flooding is not provided as standard in answer to this enquiry and should be sought directly from the local authority and:

Environment Agency:

<https://www.gov.uk/government/organisations/environment-agency>

Resources Wales:

English <https://naturalresources.wales/?lang=en>

Cymraeg <https://naturalresources.wales/?lang=cy>



<p><b>ROADS AND PUBLIC RIGHTS OF WAY</b></p> <p>Roads, footways and footpaths</p> <p>2.1 Which of the roads, footways and footpaths named in the application for this search are:</p> <p>(a) highways maintainable at public expense;</p> <p>(b) subject to adoption and, supported by a bond or bond waiver;</p> <p>(c) to be made up by a local authority who will reclaim the cost from the frontagers; or</p> <p>(d) to be adopted by a local authority without reclaiming the cost from the frontagers?</p> <p><u>Informative</u> If a road, footpath or footway is not a highway, there may be no right to use it. Please note that if a plan is included in response to Q2.1 the full extent, for example with regard to verges, of the adoption status of the roads, footways and footpaths indicated may not be revealed. Information as to the full extent of publicly maintained highways can be obtained through our Highways Search service.</p>		<p>2.1</p> <p>(a) KILPIN HILL LANE</p> <ul style="list-style-type: none"> <li>• Highway maintainable at public expense</li> </ul> <p>CRESSWELL LANE</p> <ul style="list-style-type: none"> <li>• Highway maintainable at public expense</li> </ul> <p>ACCESS FROM 47 CRESSWELL LANE TO 21 LYNDAL MEWS</p> <ul style="list-style-type: none"> <li>• Highway maintainable at public expense</li> </ul> <p>(b) No</p> <p>(c) No</p> <p>(d) No</p>
<p><b>Public Rights of Way</b></p> <p>2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?</p> <p>2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?</p> <p>2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?</p> <p>2.5 If so, please attach a plan showing the approximate route.</p> <p><u>Informative</u> Please note that additional Public Rights of Way may exist other than those shown on the definitive map.</p>		<p>2.2 No</p> <p>2.3 No</p> <p>2.4 No</p> <p>2.5 Not applicable</p>



<b>OTHER MATTERS</b>	
Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?	
Land required for Public Purposes	
3.1 Is the property included in land required for public purposes?	3.1 No
Land to be acquired for Road Works	
3.2 Is the property included in land to be acquired for road works?	3.2 No
Drainage Matters	
3.3	3.3
(a) Is the property served by means of a sustainable urban drainage system (SuDS)?	(a) Information not available, please see Informative
(b) Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	(b) Information not available, please see Informative
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	(c) Information not available, please see Informative
<b>Informative</b>	
Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.	



<p>Nearby Road Schemes</p> <p>3.4 Is the property ( or will it be ) within 200 metres of any of the following:-</p> <ul style="list-style-type: none"><li>(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;</li><li>(b) the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</li><li>(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes;</li><li>(d) the outer limits of: (i) construction of a new road to be built by local authority; (ii) an approved alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;- or (iii) construction a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes;</li><li>(e) the centre line of the possible route of a new road under proposals published for public consultation; or;</li><li>(f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving the 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 the construction of one or more additional traffic lanes, under proposals published for public consultation</li></ul>	<p>3.4</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li></ul>
<p><u>Informative</u> Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	



Nearby Railway Schemes

3.5

- (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- (b) Are there any proposals for a railway, tramway, light railway or monorail within the local authority's boundary?

Informative

This answer includes all proposals within the Local Authority boundary. This answer may differ from a Council Search as some Local Authorities may not include all proposals.

Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.

3.5

- (a) No
- (b) The property is within a Local Authority that is affected by the proposed Trans - Penine Route Upgrade, that includes a proposal to double the tracks between Huddersfield and Westtown. Further information can be located at the following :  
<https://www.networkrail.co.uk/running-the-railway/railway-upgrade-plan/key-projects/transpennine-route-upgrade/>



<p><b>Traffic Schemes</b></p> <p>3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in the application for this search and are within 200m of the boundaries of the property?</p> <ul style="list-style-type: none"><li>(a) permanent stopping up or diversion;</li><li>(b) waiting or loading restrictions;</li><li>(c) one way driving;</li><li>(d) prohibition of driving;</li><li>(e) pedestrianisation;</li><li>(f) vehicle width or weight restriction;</li><li>(g) traffic calming works including road humps;</li><li>(h) residential parking controls;</li><li>(i) minor road widening or improvement;</li><li>(j) pedestrian crossings;</li><li>(k) cycle tracks;</li><li>(l) bridge building?</li></ul> <p><u>Informative</u></p> <p>(1) In some circumstances, road closure 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</p> <p>(2) This enquiry is designed to reveal matters that are yet to be implemented and could therefore not be ascertained by a visual inspection. Schemes that have been, or are currently implemented will not be referred to in answer to this enquiry.</p> <p>(3) Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	<p>3.6</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li><li>(h) No</li><li>(i) No</li><li>(j) No</li><li>(k) No</li><li>(l) No</li></ul>
<p><b>Outstanding Notices</b></p> <p>3.7 Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?</p> <ul style="list-style-type: none"><li>(a) building works;</li><li>(b) environment;</li><li>(c) health and safety;</li><li>(d) housing;</li><li>(e) highways; or</li><li>(f) public health; or</li><li>(g) flood and coastal erosion risk management?</li></ul>	<p>3.7</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li></ul>



## Land On The North East Side of, Kilpin Hill Lane, Batley

<p>Contravention of Building Regulations</p> <p>3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?</p>	<p>3.8 No</p>
<p>Notices, Orders, Directions and Proceedings under Planning Acts</p> <p>3.9 Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:</p> <ul style="list-style-type: none"><li>(a) an enforcement notice;</li><li>(b) a stop notice;</li><li>(c) a listed building enforcement notice;</li><li>(d) a breach of condition notice;</li><li>(e) a planning contravention notice;</li><li>(f) another notice relating to breach of planning control;</li><li>(g) a listed building repairs notice;</li><li>(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;</li><li>(i) a building preservation notice;</li><li>(j) a direction restricting permitted development;</li><li>(k) an order revoking or modifying planning permission;</li><li>(l) an order requiring discontinuance of use or alteration or removal of building or works;</li><li>(m) a tree preservation order; or</li><li>(n) proceedings to enforce a planning agreement or planning contribution?</li></ul>	<p>3.9</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li><li>(h) No</li><li>(i) No</li><li>(j) No</li><li>(k) No</li><li>(l) No</li><li>(m) No</li><li>(n) No</li></ul>



<p>Community Infrastructure Levy (CIL)</p> <p>3.10</p> <ul style="list-style-type: none"><li>(a) Is there a CIL charging schedule</li><li>(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-<ul style="list-style-type: none"><li>(i) a liability notice?</li><li>(ii) a notice of chargeable development?</li><li>(iii) a demand notice?</li><li>(iv) a default liability notice?</li><li>(v) an assumption of liability notice?</li><li>(vi) a commencement notice?</li></ul></li><li>(c) Has any demand notice been suspended?</li><li>(d) Has the Local Authority received full or part payment of any CIL liability?</li><li>(e) Has the Local Authority received any appeal against any of the above?</li><li>(f) Has a decision been taken to apply for a liability order?</li><li>(g) Has a liability order been granted?</li><li>(h) Have any other enforcement measures been taken?</li></ul> <p><u>Informative</u></p> <p>When information is shown as "Not available" we recommend you contact the Local Authority direct.</p> <p>In addition to our given answer, we recommend checking planning approvals, Section 106 Agreements and referring to the developer.</p>	<p>3.10</p> <ul style="list-style-type: none"><li>(a) No<ul style="list-style-type: none"><li>(i) Not applicable</li><li>(ii) Not applicable</li><li>(iii) Not applicable</li><li>(iv) Not applicable</li><li>(v) Not applicable</li><li>(vi) Not applicable</li></ul></li><li>(c) Not applicable</li><li>(d) Not applicable</li><li>(e) Not applicable</li><li>(f) Not applicable</li><li>(g) Not applicable</li><li>(h) Not applicable</li></ul>
<p>Conservation Area</p> <p>3.11 Do the following apply in relation to the property:</p> <ul style="list-style-type: none"><li>(a) the making of the area a Conservation Area before 31 August 1974; or</li><li>(b) an unimplemented resolution to designate the area a Conservation Area?</li></ul>	<p>3.11</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li></ul>
<p>Compulsory Purchase</p> <p>3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</p>	<p>3.12 No</p>



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<p><b>Contaminated Land</b></p> <p>3.13 Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):</p> <ul style="list-style-type: none"><li>(a) a contaminated land notice;</li><li>(b) in relation to a register maintained under (b) section 78R of the Environmental Protection Act 1990:<ul style="list-style-type: none"><li>(i) a decision to make an entry; or</li><li>(ii) an entry; or</li></ul></li><li>(c) consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?</li></ul> <p><u>Informative</u></p> <p>A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.</p>	<p>3.13</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b)</li><li>(i) No</li><li>(ii) No</li><li>(c) No</li></ul>
<p><b>Radon Gas</b></p> <p>3.14 Do records indicate that the property is in a “Radon Affected Area” as identified by the Public Health England or Public Health Wales?</p> <p><u>Informative</u></p> <p>This does not necessarily indicate the presence of Radon Gas in any particular property in this area. Radon is a natural radioactive gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit <a href="http://www.ukradon.org">www.ukradon.org</a></p> <p>Replies to this question may differ from those given on an Environmental report, the RLAS is based on the highest potential for a 1km square, whereas Environmental reports use property specific datasets.</p>	<p>3.14 Yes - Reply based on a 1km grid square, some parts of this area have a maximum potential of 5-10%</p> <p>Data Source: UK Radon</p>



Assets of Community Value

3.15

- (a) Has the property been nominated as an (a) No asset of community value? If so:-
  - (i) Is it listed as an asset of community value?
  - (ii) Was it excluded and placed on the "nominated but not listed" list?
  - (iii) Has the listing expired?
  - (iv) Is the Local Authority reviewing or proposing to review the listing?
  - (v) Are there any subsisting appeals against the listing?
- (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?
  - (ii) Has the Local Authority received a notice of disposal?
  - (iii) Has any community interest group requested to be treated as a bidder?

3.15

- (a) No
  - (i) Not Applicable
  - (ii) Not Applicable
  - (iii) Not Applicable
  - (iv) Not Applicable
  - (v) Not Applicable
- (b)
  - (i) Not Applicable
  - (ii) Not Applicable
  - (iii) Not Applicable



## Information for Buyers

This section is a guide to the content of the local authority search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer and/or surveyor if you have any concerns about the search results.

If you would like to know more about the issues raised, there is a wealth of information available using the keyword search facilities at [www.gov.uk](http://www.gov.uk)

### Local Land Charge Entries

#### The Property is subject to Local Land Charge Entries

#### What is a Local Land Charge?

Local Land Charges are generally any financial charges (which usually relate to work carried out on the property or land by the Local Authority or an appointed/approved body), or certain restrictions or prohibitions on the use of the property or land. They affect whoever owns the land and will be binding and enforceable against the new owner.

Common types of Local Land Charges include, but are not limited to:

- planning permissions
- listed buildings
- conservation areas
- tree preservation orders
- improvement and renovation grants

Your conveyancer will provide further advice.



## Planning

This report reveals planning entries since 1 January 1990.

### **What is a planning entry?**

The report shows any planning applications approved, refused or withdrawn for the property. Your Conveyancer will advise whether they need to see full copies of any planning permissions revealed.

### **When do I need planning permission?**

You will probably need Planning Permission to build something new or make changes to your building, for example building an extension or changing the use of the building. Some building projects do not require Planning Permission; this is known as Permitted Development Rights. Please let your Conveyancer and your Surveyor know if you are aware of any other alterations which do not appear on this list. Permission may not have been required, but your Conveyancer will advise you if there are any concerns.

Do not approach the Council direct without first speaking with your Conveyancer, as it could limit your options.

If Planning Permission had been required but was not obtained, you may wish to obtain insurance against enforcement by the Local Authority. Your Conveyancer will confirm whether insurance is an option.

### **What about planning applications for nearby properties?**

Please note that this report does not consider planning applications or permissions relating to other properties nearby. You can obtain this information via a Planning report which may also include information about the neighbourhood such as rights of way, local amenities, average house prices and council tax bands, local schools, colleges and performance tables, theft insurance claims and more.



## Building Regulations

This report reveals no building regulation entries since 1 January 1980.

### What does this mean?

The report shows no Building Regulations entries. Please let your Conveyancer and your Surveyor know if there are any alterations which do not appear to have consent.

Do not approach the Council direct without first checking with your Conveyancer, as it will limit your options.

Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### What are Building Regulations?

Building Regulations apply to building work in England and Wales. They set standards for the design and construction of buildings to ensure the safety and health for people in or about those buildings. They also include requirements to ensure that fuel and power is conserved and facilities are provided for people, including those with disabilities, to access and move around inside buildings. Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### Is Building Regulations approval the same as planning permission?

Building Regulations approval is a completely separate matter from obtaining planning permission for any proposed work. Similarly, receiving planning permission is not the same as taking action to ensure it complies with the Building Regulations. The responsibility for checking that Buildings Regulations have been met usually falls to a Local Authority Building Inspector.

## Local Area Land Use

The report reveals the following

Within:

- Kirklees Boundary
- Mineral Safeguarding Area - SCR with Sandstone and /or Clay and Shale.
- Biodiversity Opportunity Zones – Built Up Areas

### What does this mean?

Land Use Designations indicate the primary use for the area as decided by the Local Authority. If this will affect your intended use of the property, please contact your Conveyancer. Further information about land use can be obtained from the Local Authority shown on the front of this report.

### What is a Development Plan/Local Plan?

Development plans set out the local planning authority's policies and proposals for the development and use of land in their area. The development plan guides and informs on day-to-day decisions as to whether or not planning permission would be granted.



## Road Maintenance

### KILPIN HILL LANE

- Highway maintainable at public expense

### CRESSWELL LANE

- Highway maintainable at public expense

### ACCESS FROM 47 CRESSWELL LANE TO 21 LYNDAL MEWS

- Highway maintainable at public expense

### What does this mean?

If a highway is classed as "highway maintainable at public expense" it will be maintained by the Highways Authority (Local Authority, County Council, Transport for London or Highways England). Some highways will be maintained by the Local Authority Housing Department/Housing Association. If the highway is not maintained by any of the above, then maintenance responsibility usually falls to the owners of the property fronting that part of the road. If a highway is classed as "To Follow" that means some data is still outstanding from the Local Authority, therefore, in the meantime your solicitor has requested a copy of the incomplete search so they can begin their own enquiries. As soon as the missing information is received the completed RLAS will be returned.

## Road, Rail and Traffic Schemes

### The report reveals the following

The property is within a Local Authority that is affected by the proposed Trans -Penine Route Upgrade, that includes a proposal to double the tracks between Huddersfield and Westtown. Further information can be located at the following :

<https://www.networkrail.co.uk/running-the-railway/railway-upgrade-plan/key-projects/transpennine-route-upgrade/>

### What does this mean?

There are proposed transport schemes near to the land.



## Contaminated Land

The report has not revealed any records of contamination held by the Local Authority

### What should I do?

The Local Authority is obliged to identify contaminated land sites and issue 'remediation' or clean up notices to the homeowner or developer of the land. Land is usually contaminated due to past industrial use. However, not all contaminated land has been identified by the Local Authority. It is for this reason that your Conveyancer may have ordered an Environment Report - which is recommended for all properties - or insurance.

## Radon Gas

The property is within a Radon affected area

### What is Radon Gas?

This is a naturally occurring gas which, if allowed to build up to high concentrations in occupied properties, has been linked to an increased risk of lung cancer. If you would like more information, please use the search term 'Radon' at the Public Health for England website - [www.hpa.org.uk](http://www.hpa.org.uk)



## Other Information

### Search Insurance

As part of our commitment to providing a high quality service and the highest levels of consumer protection, InfoTrack Ltd carries £10 million Professional Indemnity Insurance. This exceeds the £2 million minimum requirement under the Search Code and includes cover for errors and omissions in local authority data and records used to compile our search reports, as well as six years' run-off cover. Providing cover for these risks ensures a complete liability chain.

If you need to make a claim, please contact InfoTrack Ltd in the first instance. If, however, InfoTrack Ltd were to cease trading and there is an error or omission in the local authority data, please contact the insurers directly via:

Chubb Insurance Australia Limited  
Grosvenor Place, Level 38  
225 George Street  
Sydney  
NSW 2000  
Australia

### Data Sources

#### Planning Records

The planning authority makes planning records readily available from 01 August 1977. InfoTrack Ltd has searched the records going back to 01 January 1990.

#### Building Control Records

The local authority makes building control records readily available from 01 January 1980 only. InfoTrack Ltd has searched the records going back to 01 January 1980.

#### Other Data Sources

The information in this report has been compiled from Local Authority (as stated on the front of this report) records via either ordering a Con29, via an Environmental Information Regulation request, or via a physical inspection of the Local Land Charges Register, the Planning Register, Enforcement Notices and other publicly available Notices, Building Control records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, other published Local Plans including Local Development Frameworks (as stated within the report), the Register of Adopted Highways, the Local Authority and / or County Council (as stated within the report) Highway and Traffic schemes website, policies and documents, the Highways Agency website, roadworks.org website and UK Radon data as supplied by UK Radon.

## Next Steps

For more information or to order any of the recommended searches, documents or insurance, please call 0207 186 8090 or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) or email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)

# Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.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 UK
- 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 compensation of up to £5,000 to you if he 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

Web: [www.tpos.co.uk](http://www.tpos.co.uk) / Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

Please ask your search provider if you would like a copy of the Search Code.



## Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk), [www.infotrack.co.uk](http://www.infotrack.co.uk))

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

# Terms and Conditions

## 1. Definitions

In these Terms the following words shall have the following meanings:

**"Beta Service(s)"** means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.

**"Client"** means the seller, buyer, potential buyer, or lender in respect of the Property who is the intended recipient of the Report.

**"Code"** means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.

**"Consumer"** means any person acting for purposes other than their trade, business, or profession.

**"Data Protection Legislation"** means the Data Protection Act 2018, the UK GDPR, the General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable regulations relating to the processing of personal data and privacy (and any successor legislation,), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in the UK .

**"Data Providers"** means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing Services.

**"InfoTrack App"** means any mobile application owned or developed by InfoTrack which InfoTrack makes available to You to assist with your receipt of the Services. or to be accessed by Clients.

**"Intellectual Property Rights"** means copyright, patent, design right (registered or unregistered), service or trademark (registered or unregistered), rights in computer software database right, or other data right, moral right or know how or any other intellectual property right and all similar or equivalent rights or forms of protection in any part of the world.

**"Literature"** means InfoTrack's brochures, charges and price lists and advertisements in any type of media, including the content of the Website or InfoTrack App.

**"Materials"** means any materials or documentation (including any Report) supplied by InfoTrack in connection with the Services.

**"Order"** means the request for Services by You.

**"Privacy Policy"** means our Privacy Policy located on our website and relevant privacy notices as applicable to the Services.

**"Property"** means an address or location for which InfoTrack provides a Service.

**"Reasonable Inspection"** means a due and careful review and examination being undertaken by a competent professional.

**"Report"** means the report prepared by InfoTrack in respect of the Property or the Order.

**"Service(s)"** means the supply of services by InfoTrack to You as set out in the Order which may include but is not limited to the production of a Report, property searches/reports/photographs, electronic client onboarding, anti-money laundering reports, indemnity policies, company

searches, post completion tasks, trademarks and domain name searches and other services from time to time, usage of the Website and the InfoTrack App and includes our instructions to Data Providers, on Your behalf and the dissemination of the information subsequently provided by the Data Providers.

**"Terms"** means these terms and conditions of business.

**"UK GDPR"** shall have the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

**"Website"** means our website located at [www.infotrack.co.uk](http://www.infotrack.co.uk).

**"We," "Us," "Our" and "InfoTrack"** are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.

**"You" and "Your"** are references to the individual, company, partnership, or organisation on whose behalf InfoTrack has been instructed to provide a Service, who accesses the Website, or places an Order.

1.2 Term, Schedule, and paragraph headings shall not affect the interpretation of these Terms.

1.3 Words in the singular shall include the plural and vice versa. A reference to writing or written includes e-mail.

1.4 Any words following the terms including, include, in

1.5 particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

## 2. Agreement

2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts Your completed Order by either sending You written confirmation or providing you with the relevant Services ("Agreement"). Each accepted Order constitutes a separate contract between You and InfoTrack. Please read and check Your Order before it is submitted so that any errors can be identified and corrected.

2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Data Provider terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.

2.3 By submitting an Order and using the Website and/or InfoTrack App, You shall be deemed to have accepted these Terms and the Privacy Policy and You agree to be bound by them.

2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack to the exclusion of other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

# Terms and Conditions

## 3. Services and access

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted Data Providers when obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate at our sole discretion.
- 3.3 Our Services are provided solely for:
- 3.3.1 Your use; and
  - 3.3.2 the use by a Client, whom You intend to be able to rely on the Services.
- 3.4 In the event that You want the Services to be used or relied upon by another party that is not a Client, you do not need to obtain our written consent to pass such Services on however, you acknowledge that You and such third-party release Us of all liability in connection with the Services carried out on the relevant Property.
- 3.5 The Reports that form part of the Services will remain valid for a period of six (6) months from the date of issue, thereafter the Reports must be reobtained on the Website or InfoTrack App at Your own expense.
- 3.6 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the fourteen day period set out in Term 5.3.
- 3.7 InfoTrack shall issue You with a user Identification and password allowing access to the Services ("InfoTrack Account"). You are responsible for the acts of Your own employees and contractors and, without limitation must ensure that You protect the secrecy of any passwords issued to You and control the use of the Services by Your employees and contractors. You are responsible for all charges incurred on Your InfoTrack Account (and will pay such amounts as invoiced by InfoTrack as if such amounts were incurred by You).
- 3.8 Where You request in writing that InfoTrack cancel a particular password or account, InfoTrack will use its reasonable endeavours to cancel that password or account as soon as practicable in normal business hours following receipt of that request.
- 3.9 You are responsible for providing current, complete, and accurate information when registering for your InfoTrack Account You should update InfoTrack with any changes to such information where appropriate.
- 3.10 You are responsible for making all arrangements necessary for access to the Website and/or the InfoTrack App (including without limitation configuring Your computer systems, mobile and maintaining appropriate internet connectivity). Where you require a bespoke mobile application to assist with your receipt of the Services this may be available subject to Our agreement with You of the terms of that mobile application development. InfoTrack shall however have no responsibility to provide any additional mobile applications or hardware to You.
  - 3.11 In consideration of Your compliance with these Terms, InfoTrack grants You a non-exclusive, non-transferable, royalty-free licence to access the Website and to use any InfoTrack App, subject to the restrictions set out in these Terms. Consumers of the InfoTrack App will also be required to accept the InfoTrack App terms of use once they have downloaded the InfoTrack App.
- 3.12 You shall be responsible for maintaining the confidentiality of any password or any other security information relating to Your InfoTrack Account. Such information must not be disclosed to any third party, nor must any third party be permitted access to the Website using Your InfoTrack Account. You must notify InfoTrack of any actual or suspected loss, theft or unauthorised use of the Service or passwords. InfoTrack is not liable for any activity or any unlawful or unauthorised access to the Service.
- 3.13 You will not (i) commercialise the Services (ii) use the Services to store or transmit illegal materials or malicious code (iii) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third- parties (iv) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer (v) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to Your origin (except to the extent that InfoTrack permits the use of a pseudonym, moniker, or Your name)
- 3.14 You shall not use the Services, including the use of the Website and/or the InfoTrack App, for any purposes beyond the scope of the access granted by these Terms. You shall not at any time, directly or indirectly, and shall not permit any third-party to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any component of the Services, in whole or in part; or (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise breaches any intellectual property right or other right of any person, or that otherwise breaches any law, regulation, or other legal requirement.
- 3.15 If either You become aware of any misuse of Your InfoTrack Account, any Report, the Website, I InfoTrack App and/or any security breach in connection with these Terms that could compromise the security or integrity of Your InfoTrack Account, any Report, the Website, InfoTrack App or otherwise adversely affect them You must promptly notify InfoTrack and fully co-operate to remedy the issue as soon as reasonably practicable.
- 3.16 From time-to-time InfoTrack may automatically update the Website and/or the InfoTrack App and change the Services available to improve performance, enhance functionality, reflect changes to the operating system or app store rules and policies, or address security issues. Alternatively, InfoTrack may ask You to update the InfoTrack App for these reasons and it is your duty to inform the Consumer.

# Terms and Conditions

- 3.17 If You choose not to install such updates or if You opt out of automatic updates, You may not be able to continue using the InfoTrack App. You acknowledge that the warranties given in Term 8 shall not apply if You choose not to install such updates or if you opt out of automatic updates.
- 3.18 The ways in which You can use the InfoTrack App may also be controlled by the app store from which You download it and its rules and policies. Those rules and policies will apply instead of these terms where there are differences between the two.

## 4. Charges and Payment

- 4.1 The charges payable for the Services ("Charges") shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full, from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its Charges from time to time and the Services will be charged at the Charges or price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to place You on credit hold in respect of any overdue and unpaid invoices. Once issued, the credit hold will remain in force until Our invoice is settled in full.
- 4.6 InfoTrack reserves the right to retain payment for Services where a search result is cancelled, or the search result is NIL. Each refund is assessed based on its own merits, at Our sole discretion and is conditional upon the relevant Data Provider refunding the applicable charges.

## 5. Cancellation of Services

- This Term 5 only applies if you are a Consumer
- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
- 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
- 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.6).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any Charges paid by You. The refund will be processed as soon as possible, and in any case within 14 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement, You must contact Us in writing by sending an email to [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) and detailing the reason for cancellation.
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

## 6. Termination

- 6.1 InfoTrack may suspend or terminate any Agreement with You without any liability to You with immediate effect if at any time if:
- 6.2 You fail to make any payment due in accordance with Term 4;
- 6.3 You repeatedly breach or commit or cause to be committed a material breach of the Agreement; or
- 6.4 You commit a breach of the Agreement and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.5 If an Agreement is terminated under this Term 6 and You have made an advance payment, We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

## 7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

## 8. Warranties and acknowledgements

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8. All other warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.3 In providing the Services You acknowledge and accept that:
- 8.3.1 it is Your responsibility to determine whether the Services and any requested Reports (as applicable) are relevant and applicable to Your requirements;
- 8.3.2 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code;
- 8.3.3 the Services do not include any information relating to the value or worth of the Property;
- 8.3.4 InfoTrack does not provide any legal advice or legal services, accounting, or other professional services advice by providing You access to the Services.
- 8.3.5 InfoTrack does not warrant the accuracy or timeliness of searches provided by any Data Provider, including but not limited to any local authorities, government departments or agencies. InfoTrack are not liable for any loss or damage caused by any acts or omissions of a Data Provider or inaccuracies in or omissions from any responses provided by a Data Provider;
- 8.3.6 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website or the InfoTrack App will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet

# Terms and Conditions

- service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, mobile, software, data or other property resulting from Your access to, use of or browsing of the Website or the InfoTrack App; or as a result of downloading any material, data, text, images, video or audio from the Website or the InfoTrack App; or by the contents of or Your access to, any website linked to the Website or the InfoTrack App; or for inaccuracies or typographical errors of information on the Website or the InfoTrack App.
- 8.3.7 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature, but such delivery dates are estimates only; and
- 8.3.8 any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any third-party services which You may use as a result of our recommendation or otherwise. Any such third-party services may be subject to the terms and conditions of the relevant third-party service provider.
- 8.4 In connection with the Report, You undertake to make a Reasonable Inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.5 You acknowledge that InfoTrack provides Services to You on behalf of various Data Providers and in order to access and use certain Services, the applicable Data Provider may require that You and a Client agree to terms and conditions and require additional consents that You need to agree with such Data Provider. It is Your responsibility to ensure that the terms and conditions of the applicable Data Providers provide reliance to You and any Client and is within sufficient scope of Your purposes.
- 8.6 Any claim relating to data or information obtained from a Data Provider shall in the first instance be made against the Data Provider (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Data Provider will You make a claim against InfoTrack.
- 9. Data Protection Obligations**
- For the purposes of this Term 9, the terms “controller”, “processor”, “processing”, “data subject”, “personal data”, “personal data breach” and “appropriate technical and organisational measures” shall have the meanings given under the Data Protection Legislation.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and InfoTrack is the processor with the provision of the Services from InfoTrack to You. For the avoidance of doubt, any reference to personal data under the Agreement shall mean any personal data which InfoTrack processes in connection with this Agreement, in the capacity of a processor on Your behalf, and the scope, nature and purpose of such processing by InfoTrack, the duration of that processing and the types of personal data and categories of data subject are as set out in the Privacy Policy and which is provided by You to InfoTrack or to which You grant InfoTrack access in connection with the performance of the Services or which is provided to InfoTrack direct by the Client.
- 9.2 You warrant that all personal data that You provide to InfoTrack has been lawfully obtained and that the receipt, possession, or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third-party rights or Intellectual Property Rights.
- 9.3 You shall ensure You obtain informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 You shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by You to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 as data controller, You shall ensure that all data subjects to which any personal data relates are provided with a copy of the Privacy Policy and any relevant privacy notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 You shall maintain such documentation as is required under the Data Protection Legislation in respect of Your obligations as controller of personal data;
- 9.3.4 You shall ensure that a data protection officer is designated at all times for the duration of the Agreement where required by the Data Protection Legislation; and
- 9.3.5 You shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 You shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction, or unauthorised disclosure of or unauthorised access to or use of personal data as a result of: (i) You failing to comply with Your obligations under this Term 9 or (ii) any breach by You of any Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by You from time to time unless we are required to do otherwise by applicable law. In such a case, we shall tell you before processing, unless applicable law prevents us from doing so. We shall also inform you promptly if we believe your instruction does not align with Data Protection Legislation;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

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- 9.5.4 not transfer any personal data outside of the UK or the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred and only in line with the Privacy Policy;
- 9.5.5 assist You (at Your reasonable cost) in responding to any request from a data subject and ensuring compliance with InfoTrack's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and, in particular, InfoTrack shall within a reasonable timescale notify You if it receives any complaint, notice or communication (whether from the commissioner, any data subject, supervisory authority or other third party) which relates to processing of personal data;
- 9.5.6 notify You without undue delay on becoming aware of a personal data breach;
- 9.5.7 maintain complete and accurate records to demonstrate its compliance with this Term 9.5;
- 9.5.8 at Your written direction, delete or return personal data and copies thereof to You as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Data Protection Legislation to store the personal data; and
- 9.5.9 subject to Term 9.6, not appoint any new third-party processors of personal data without providing You with an opportunity to object to the appointment of each subcontractor.
- 9.6 You consent to InfoTrack appointing the third-party processors as set out in the Privacy Policy as third-party processors of personal data under the Agreement. You shall ensure that You obtain informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with Term 9.3, as may be required by such third-party processors.
- 9.7 You acknowledge that:
- 9.8 InfoTrack may monitor its usage of the Website and the InfoTrack App to assist InfoTrack in improving the Services. Any information collected will exclude personal data and document viewing sessions ("Information"). The Information shall be used internally by InfoTrack; and
- 9.9 InfoTrack may disclose the Information to its affiliated organisations for the purposes of training or providing the Services only.
- 10. Our Liability if you are a Business**  
This Term only applies if you are a Business and is subject to Term 12 below:
- 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes. You are entitled to pass the searches on to a third party in accordance with Term 3.4 but in doing so, You acknowledge that You have released Us of all liability to You and Your Clients in connection with the Services carried out and Reports received. We shall be excluded from liability to the fullest extent permitted by law.
- 10.2 Nothing in these Terms limits or excludes Our liability for:
- 10.2.1 death or personal injury caused by Our negligence;
- 10.2.2 fraud or fraudulent misrepresentation;
- 10.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.2.4 defective products under the Consumer Protection Act 1987.
- 10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 10.3.1 any loss of profits;
- 10.3.2 loss of sales, business, or revenue;
- 10.3.3 loss or corruption of data, information, or software;
- 10.3.4 loss of business opportunity;
- 10.3.5 loss of anticipated savings;
- 10.3.6 loss of or damage to goodwill; or
- 10.3.7 any indirect or consequential loss.
- 10.4 InfoTrack's exclusion in Term 10.3.3, means InfoTrack will have no responsibility for any data loss or other damage, or loss suffered in connection with Your use of the Services, including any failure to provide adequate security or backup devices or services.
- 10.5 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.
- 11. Our Liability if you are a Consumer**  
This Term 11 only applies if you are a Consumer.
- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the UK or European Economic Area (subject to the Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the Information Commissioner's Office or European Commission is utilised.
- 11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not in any way exclude or limit Our liability for:
- 11.3.1 death or personal injury caused by Our negligence;
- 11.3.2 fraud and fraudulent misrepresentation;
- 11.3.3 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession) or;
- 11.3.4 any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 11.3.5 defective products under the Consumer Protection Act 1987.

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- 11.4 We have obtained insurance cover in respect of Our own liability for individual claims and. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making Your own arrangements for the insurance of any excess loss.
- 12. Beta Services**
- 12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).
- 12.2 Subject to Term 12.3 below:
- 12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors, or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);
- 12.2.2 without prejudice to the generality of Your obligations under Term 8.4, You must carry out a reasonable inspection of the Beta Services (and any Reports or other outcomes derived from them); and
- 12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.
- 12.3 Nothing in this Term 12 limits or excludes Our liability for the matters set out in Term 11.3.
- 13. Intellectual Property Rights**
- 13.1 You acknowledge that all Intellectual Property Rights in the Materials and the Literature are and shall remain owned by either InfoTrack or our Data Providers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of those Intellectual Property Rights save solely to the extent set out at Term 13.3 below.
- 13.2 You shall indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with (a) a breach of this Term 13 and (b) any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.
- 13.3 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software (including the Website and the InfoTrack App) or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ( but not to modify any Materials or Literature) in accordance with all applicable laws ("Licence") on the following terms:
- 13.3.1 the Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
- 13.3.2 nothing in these Terms assigns any such Intellectual Property Rights to You or Your Clients and You shall have no rights in or to the Materials or Literature other than the right to use them in accordance with these Terms;
- 13.3.3 the Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
- 13.3.4 We have the right to terminate the Licence at any time at our sole discretion.
- 13.4 You agree that You will not and will procure that Your Clients, on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter, or modify: (a) the Materials or Literature provided by InfoTrack; or (b) any trademark, logo, or proprietary marking included in any Materials or Literature.
- 13.5 If the Agreement expires or is terminated for any reason, then the Licence granted above shall automatically terminate.
- 13.6 If a third-party claims, or InfoTrack believes a third party may bring a claim that the Services, Materials or Literature infringe any third-party Intellectual Property Rights, then InfoTrack may at its sole discretion:
- 13.6.1 replace all or part of the Website or InfoTrack App with functionally equivalent software without any charge to the Client;
- 13.6.2 modify the Services, Materials or Literature as necessary to avoid such infringement;
- 13.6.3 procure for the Client a licence from the relevant third party to continue using the Website or InfoTrack App; and
- 13.6.4 terminate this Agreement immediately on written notice to the Client.
- 13.7 Term 13.6 sets out the Client's sole remedy in the event of a claim by a third party that the Website or InfoTrack App does or potentially infringes third party's Intellectual Property Rights.
- 14. Insurance**
- 14.1 InfoTrack, at its own expense, maintains Professional Indemnity Insurance and the level of cover provided for by Our insurers is £10 million. InfoTrack shall promptly provide You with copies of the corresponding broker's confirmation letter on reasonable request.
- 14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports.
- 14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 15. Complaints**
- 15.1 Full details of Our complaints procedure are set out on Our Website ("Complaints Procedure"). We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer Your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is [www.tpos.co.uk](http://www.tpos.co.uk) and email address is [admin@tpos.co.uk](mailto:admin@tpos.co.uk)
- 15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

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## 16. General

- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm, or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.
- 16.4 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Agreement or a permitted assignee.
- 16.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.6 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 16.7 If any provision or part of a provision of the Agreement is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.8 In the delivery of our Services to You, where there is a conflict between the provisions of these Terms and any other terms and conditions of the applicable Data Providers, the provisions of these Terms shall take precedence.

- 16.9 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.1 (or as updated from time to time) or Your address as stipulated in the Order.

- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## 17. Entire Agreement

- 17.1 These Terms and the Order constitute 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.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.
- 17.3 Nothing in this Term 17 shall limit or exclude any liability for fraud.