

## Regulated Search of Local Land Charges

## Regulated Local Authority Search

**Date of Order:** 19/07/2016  
**Land Charges Date:** 27/07/2016  
**Date of Completion:** 27/07/2016  
**Case Number:** 1064753 / 100143222  
**Your Reference:** R4216.001

### PROPERTY MADE SUBJECT TO SEARCH

24 SAMPLE ROAD  
CAERPHILLY  
XX12 1XX

### CLIENT DETAILS

LegalinX-7Side  
14-18 City Road  
Cardiff  
South Glamorgan CF24 3DL  
Tel: 02920 451444  
Fax: 02920 465872  
admin@pie-x.com  
www.7side.co.uk

### LOCAL AUTHORITY

Caerphilly County Borough Council  
Pontllanfraith House Blackwood Road  
Pontllanfraith, Blackwood  
Gwent NP12 2YW

### Customer:

**Agent:** Unknown

### COMPILED BY & ENQUIRIES TO

LegalinX-7Side  
14-18 City Road  
Cardiff  
South Glamorgan CF24 3DL  
Tel: 0800 975 8080  
Property.inbox@legalinx.co.uk  
www.legalinx.co.uk  
LegalinX-7Side  
are registered with the PCCB

### SEARCH RESULTS

It is hereby confirmed that the search requested above revealed 0 subsisting registrations described in the schedule hereto up to and including the date of this report.

### Signed to confirm report completed:



on behalf of LegalinX-7Side



## Local Land Charges Register

### LOCAL LAND CHARGES REGISTER SUMMARY

	Land Charges Date	None revealed
Part One	General Finance Charge	None revealed
Part Two	Specific Finance Charge	None revealed
Part Three	Planning Charge	None revealed
Part Four	Miscellaneous Charges	None revealed
Part Five	Fenland Ways Maintenance Charge	None revealed
Part Six	Land Compensation Entries	None revealed
Part Seven	New Towns Charges	None revealed
Part Eight	Civil Aviation Charges	None revealed
Part Nine	Open Cast Coal Charges	None revealed
Part Ten	Listed Building Entries	None revealed
Part Eleven	Light Obstruction Notices	None revealed
Part Twelve	Land Drainage Schemes	None revealed

## 1 PLANNING AND BUILDING REGULATIONS

### 1.1 Planning & Building Regulation Decisions & 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 or agreements-

1.1(a)	A Planning Permission	None
1.1(b)	A Listed Building Consent	None
1.1(c)	A Conservation Area Consent	None
1.1(d)	A Certificate of Lawfulness of existing use or Development	None
1.1(e)	A Certificate of Lawfulness of proposed use or Development	None
1.1(f)	A Certificate of Lawfulness of proposed works for listed buildings	None
1.1(g)	A Heritage Partnership Agreement	None
1.1(h)	A Listed Building Consent Order	None
1.1(i)	A Local Listed Building Consent Order	None
1.1(j)	Building Regulations Approval	None
1.1(k)	A Building Regulation Completion Certificate and	Refer to 1.1(l)
1.1(l)	Any Building Regulations Certificate or Notice Issued in respect of work carried out under a competent person self-certification scheme?	

NICEIC/14/1273 - NICEIC record for rewire of all Circuits. Completed 01/07/14.

How can copies be obtained? See attached supporting notes

Does the local authority apply a 'cut-off date' in providing its own searches of planning and building control information? If so what is that date?

Yes Planning  
from 1990 onwards  
Building Regulations from 2002 onwards

Informative: (1) This reply does not cover planning data relating to properties in the immediate vicinity of the subject property. Should planning information be required for a 'vicinity property', this can be obtained by commissioning a separate local authority search on said property.

(2) Where the local authority applies a 'cut-off date' in providing its own searches of planning and building control information, prior historic records may be searched but this may incur additional fees/time element.

## Con.29 (2016)

## Part I Standard Enquiries

(3) The result of planning data may not be specific to address searched and may not always include full planning list for a site, this can occur when a property has previously been known by a different name.

(4) The owner or developer should always be asked for evidence of building control compliance.

### 1.2 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?

Caerphilly LDP  
Within Settlement Boundary  
No Policies

## 2 ROADS AND PUBLIC RIGHTS OF WAY

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

2.1(a) Highways maintainable at public expense

Sample Road and the rear are adopted as shown coloured on the attached plan.

2.1(b) Subject to adoption and, supported by a bond or bond waiver Not applicable

2.1(c) To be made up by a local authority who will reclaim the cost from the frontagers Not applicable

2.1(d) To be adopted by a local authority without reclaiming the cost from the frontagers Not applicable

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map? No

2.3 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? No

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map? No

2.5 If so, please attach a plan showing the approximate route Not applicable

Informative: Where a definitive map has been published. A survey of all paths may not have been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt please contact the local authority for further information.

Informative: Additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map. If in doubt please contact the local authority for further information.

## 3 OTHER MATTERS

## Con.29 (2016)

## Part I Standard Enquiries

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

### 3.1 Land required for Public Purpose

3.1 Is the property included in land required for public purposes? No

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.2 Land to be acquired for Road Works

3.2 Is the property included in land to be acquired for road works? No

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.3 Drainage Matters

Is the property

3.3(a) Is the property served by a Sustainable Urban Drainage System (SuDS)? Not yet implemented

3.3(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? Not yet implemented

3.3(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge? Not yet implemented

How can copies of relevant documentation be obtained? Not yet implemented

Informative: Many Local Authority records do not allow for the provision of comprehensive answers to 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.

### 3.4 Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following -

3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; None revealed

3.4(b) The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; None revealed

3.4(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; None revealed

## Con.29 (2016)

## Part I Standard Enquiries

3.4(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; None revealed

3.4(e) The centre line of the proposed route of a new road under proposals published for public consultation; or None revealed

3.4(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? None revealed

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

### 3.5 Nearby Railway Schemes

3.5(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? No

3.5(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary? No

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

### 3.6 Traffic Schemes

Has the LA approved but not yet implemented any of the following for the roads and footpaths which are named in Boxes B and C and are within 200m of the boundary of the property?

3.6(a) Permanent stopping up or diversion; None

3.6(b) Waiting or loading restrictions; None

3.6(c) One way driving; None

3.6(d) Prohibition of driving; None

3.6(e) Pedestrianisation; None

3.6(f) Vehicle width or weight restriction None

3.6(g) Traffic calming works including road humps; None

3.6(h) Residents parking controls; None

3.6(i) Minor road widening or improvement; None

3.6(j) Pedestrian crossings; None

3.6(k) Cycle tracks; or None

## Con.29 (2016)

## Part I Standard Enquiries

3.6(l) Bridge building? None

Informative: In some circumstances, road closures can be obtained by third parties from Magistrate Courts or can be made by the Secretary of State for Transport, without involving the Council.

Informative: This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.7 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 -

3.7(a) Building works; None

3.7(b) Environment; None

3.7(c) Health and safety; None

3.7(d) Housing; None

3.7(e) Highways; None

3.7(f) Public health; None

3.7(g) Flood and coastal erosion risk management? None

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.8 Contravention of Building Regulations

3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations No

### 3.9 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 -

3.9(a) An enforcement notice; None

3.9(b) A stop notice; None

3.9(c) A listed building enforcement notice; None

3.9(d) A breach of condition notice; None

3.9(e) A planning contravention notice; None

## Con.29 (2016)

## Part I Standard Enquiries

3.9(f)	Another notice relating to breach of planning control;	None
3.9(g)	A listed buildings repairs notice;	None
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
3.9(i)	A building preservation notice;	None
3.9(j)	A direction restricting permitted development;	None
3.9(k)	An order revoking or modifying planning permission;	None
3.9(l)	An order requiring discontinuance of use or alteration or removal of building or works;	None
3.9(m)	A tree preservation order; or	None
3.9(n)	Proceedings to enforce a planning agreement or planning contributions?	None

Informative (where relevant): National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.

Informative (where relevant): Cadw (meaning "to keep" or "to protect") is the Welsh Government's historic environment service working for an accessible and well protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Cardiff, CF15 7QQ.

Informative (in the case of London Boroughs): The Historic Buildings and Monuments Commission (English Heritage) also had the power to issue building preservation notices for listed buildings in London Boroughs. For further information contact the relevant local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.10 Community infrastructure levy (CIL)

3.10(a)	Is there a CIL charging schedule?	Yes
3.10(b)	if yes, do any of the following subsist in relation to the property or has the LA decided to issue, serve, make or commence any of the following?:-	
3.10(b)(i)	a liability notice?	No
3.10(b)(i)	a notice of chargeable development?	No
3.10(b)(i)	a demand notice?	No



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## Part I Standard Enquiries

3.10(b)(i v)	a default liability notice?	No
3.10(b)( v)	an assumption of liability notice?	No
3.10(b)( vi)	a commencement notice?	No
3.10(c)	Has any demand notice been suspended?	No
3.10(d)	Has the Local Authority received full or part payment of any CIL liability?	No
3.10(e)	Has the Local Authority received any appeal against any of the above?	No
3.10(f)	Has a decision been taken to apply for a liability order?	No
3.10(g)	Has a liability order been granted?	No
3.10(h)	Have any other enforcement measures been taken	No

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

### 3.11 Conservation Area

Do the following apply in relation to the property?

3.11(a)	The making of the area a Conservation Area before 31 August 1974	No
3.11(b)	An unimplemented resolution to designate the area a Conservation Area?	No

### 3.12 Compulsory Purchases

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

### 3.13 Contaminated Land

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)?

3.13(a)	A contaminated land notice;	No
3.13(b)	In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or	No
3.13(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?	No

Informative: 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 local authority in whose area adjacent or adjoining land is situated.

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Part I Standard Enquiries

**3.14 Radon Gas**

3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales? **No**

Further information about Radon Gas can be obtained from <http://www.ukradon.org/>

**3.15 Assets of Community Value**

3.15(a) Has the property been nominated as an ACV? If so:-

- |          |  |                     |
|----------|--|---------------------|
| (a)(i)   | is it listed as an ACV?  | Not yet implemented |
| (a)(ii)  | was it excluded and placed on the nominated but not listed list? | Not yet implemented |
| (a)(iii) | has the listing expired?   | Not yet implemented |
| (a)(iv)  | is the LA reviewing or proposing to review the listing?          | Not yet implemented |
| (a)(v)   | are there any subsisting appeals against the listing?            | Not yet implemented |

3.15(b) If the property is listed:-

- |          |  |                     |
|----------|--|---------------------|
| (b)(i)   | has the LA decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? | Not yet implemented |
| (b)(ii)  | Has the LA received notice of disposal?  | Not yet implemented |
| (b)(iii) | has any community interest group requested to be treated as a bidder?  | Not yet implemented |

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

## Sources

### **SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT**

Inspection of the Local Land Charges Register.

Inspection of the Planning Register.

Inspection of the Local or Unitary Development Plans.

Inspection of the Register of Adopted Highways.

Inspection of the Local and/or County Council websites.

## Additional Information

### ADDITIONAL INFORMATION

Additional Attachment

See attached

These notes are for guidance purposes and should be used in conjunction with replies identified by the following reference numbers:

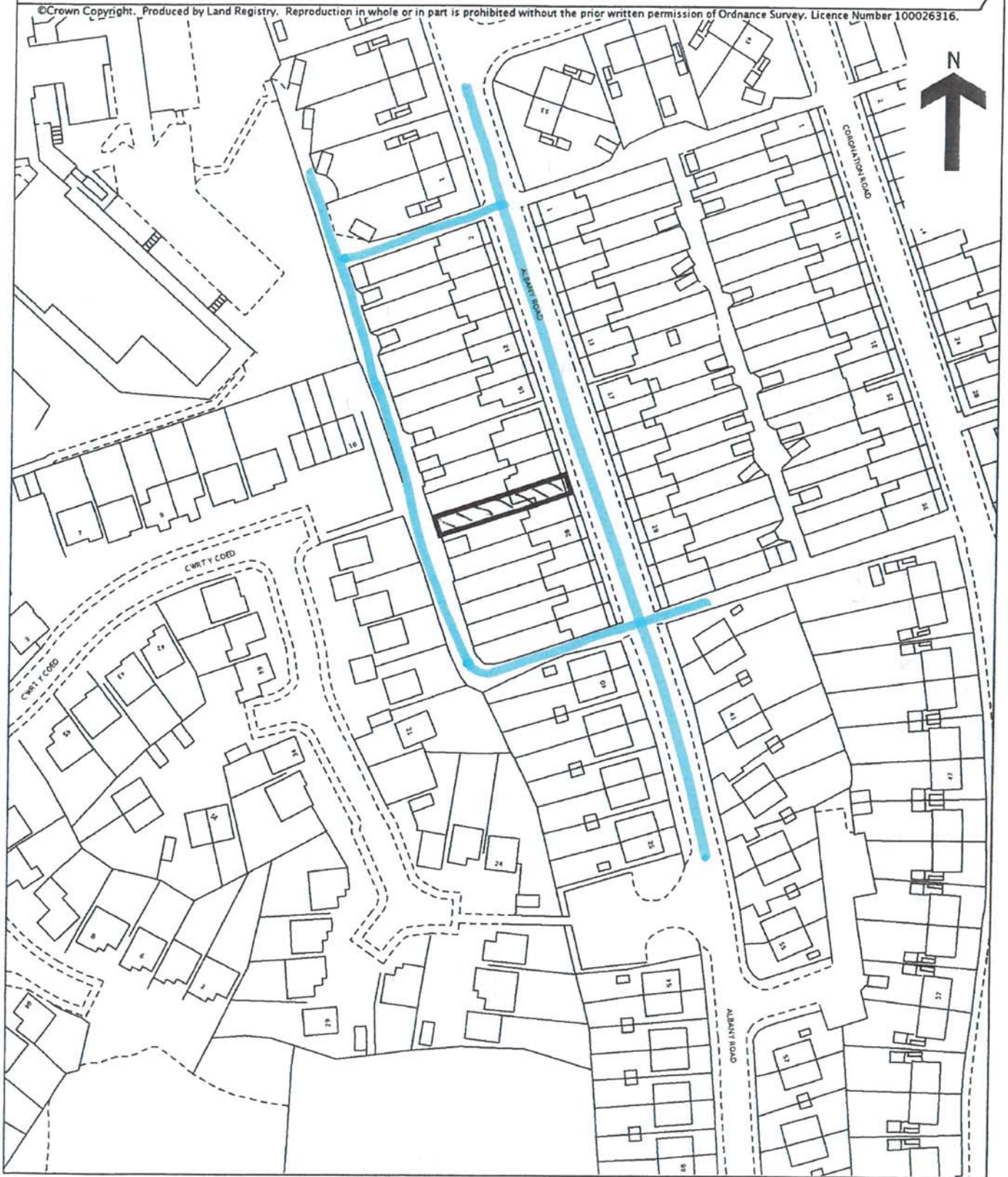
<p><b>1.1. Planning and Building decisions and pending applications (a) – (i)</b></p>	<p>Planning records inspected from 1980 in accordance with Council standards for the provision of information. This reply does not cover other properties in the vicinity of the property.</p>										
<p><b>1.1. Planning and Building decisions and pending applications (j) - (l)</b></p>	<p>Building Control records inspected from 2002 in accordance with Council standards for the provision of information. This reply does not cover other properties in the vicinity of the property. Competent Person Self Certification Schemes include but are not limited to: replacement windows and glass doors; heat producing gas appliances; solid fuel or oil fired combustion devices and storage tanks; plumbing, heating and hot water systems; air conditioning or ventilation systems; lighting systems; electrical heating systems; certain electrical installations; sanitary ware or washing facilities. Copies of any of the above can be obtained by writing to the Planning or Building Control Department at the relevant address (see end of report). The seller or developer should also be asked to supply details of any planning and building regulation applications.</p>										
<p><b>1.2. Planning designations and proposals</b></p>	<p>This reply reflects specific policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes. You are advised to also refer to the written statement of any development plan to identify further relevant policies. Copies may be inspected at the Planning Department.</p>										
<p><b>2. Roads and Public Rights of Way</b></p>	<p>If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.</p>										
<p><b>3.3. Drainage Matters</b></p>	<p>Enquiries about drainage should also be made of the local sewerage undertaker.</p>										
<p><b>3.4. Nearby road schemes</b></p>	<p>Local Authorities can only provide information on proposals of which they are aware. Replies to this question are taken from the relevant Local Plan</p>										
<p><b>3.5. Railway schemes</b></p>	<p>Local Authorities can only provide information on proposals of which they are aware. Replies to this question are taken from the relevant Local Plan.</p>										
<p><b>3.6. Traffic Schemes</b></p>	<p>This information is currently only available on written application to the Council which would result in a delay. This reply is consequently covered by insurance.</p>										
<p><b>3.13. Contaminated land</b></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><b>3.14. Radon Gas</b></p>	<p>The existence of a Radon affected area does not indicate the presence of Radon Gas in any particular property          Note: '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 the Health Protection Agency 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 the Health Protection Agency or its predecessor the National Radiation Protection Board. 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 on the Health Protection Agency (HPA) website (<a href="http://www.hpa.org.uk">http://www.hpa.org.uk</a>). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ</p>										
<p><b>Copies of Documents and details of fees payable for their supply can be obtained by contacting the appropriate departments listed below:</b></p> <table border="0"> <tr> <td>Land Charges Department</td> <td>Penallta House, Tredomen Park, Ystrad Mynach, CF82 7PG</td> </tr> <tr> <td>Planning Department</td> <td>Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW</td> </tr> <tr> <td>Building Control Department</td> <td>Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW</td> </tr> <tr> <td>Highways Department</td> <td>Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW</td> </tr> <tr> <td>Environmental Health Department</td> <td>Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW</td> </tr> </table> <p><b>This search has been compiled by the inspection of publicly available local authority records and documents together with separate enquiries to local authority departments and officers. Radon Gas enquiries have been sourced from a commercial database.</b></p> <p><b>There is no known connection which may lead to a conflict of interest between any person involved in the preparation of this report and any other person involved in the sale of the property.</b></p>		Land Charges Department	Penallta House, Tredomen Park, Ystrad Mynach, CF82 7PG	Planning Department	Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW	Building Control Department	Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW	Highways Department	Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW	Environmental Health Department	Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW
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Environmental Health Department	Civic Centre, Blackwood Road, Pontllanfraith, Blackwood, NP12 2YW										

Land Registry  
Official copy of  
title plan

Title number **CYM374837**  
Ordnance Survey map reference **ST1796NW**  
Scale **1:1250**  
Administrative area **Caerphilly / Caerffili**



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This official copy is incomplete without the preceding notes page.  
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

# LegalinX-7Side Terms & Conditions

## 1. GENERAL

**1.1** Save as expressly varied by Legalinx Limited (hereinafter called the Company) these conditions shall be deemed to be incorporated into all contracts made by the Company in respect of goods supplied and services provided by the Company and to override any terms and conditions which are inconsistent with them.

**1.2** The Company's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Company to guarantee. The Company's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Company is therefore not able to accept any liability, for:

**1.2.1** any inaccuracy, incompleteness or other error in the Company data which arises as a result of data provided to the Company by the customer or any third party;

**1.2.2** any failure of the services to achieve any particular result for the customer.

## 2. AGENCY

**2.1** Orders and instructions are only accepted on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

**2.2** Instructions for Energy Performance Certificates will be accepted from agents of the vendor, however no work will be commenced by the Company until payment has been received or otherwise assured by the agent.

## 3. COMPLIANCE AND AUDIT

**3.1** Each customer shall in connection with the provision or use of the services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that customer.

**3.2** The Company shall (in circumstances where it is a data processor) process any personal data contained within the customer data only in accordance with the instructions of the customer. The customer shall be deemed to have instructed the Company to process any such personal data to the extent reasonably necessary for the provision of the services.

**3.3** Each customer warrants that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data.

**3.4** In order to protect the integrity of the data used in connection with the services, the customer shall not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Company.

**3.5** If the Company considers in its reasonable opinion that it is no longer desirable or commercially viable for the Company to continue to provide the services at all or in accordance with this agreement, or if any third party data or software becomes unavailable to the Company, the Company shall be entitled to do one of the following on giving one month's prior notice to the customer:

**3.5.1** terminate this agreement (without liability) in respect of those services which are affected by such changes or unavailability.

**3.6** In exercising its rights under Clause 3.5, the Company will consult with the customer, and endeavour to act reasonably and in a way which is consistent with its treatment of its other customers.

3.7 As subscribers to the Property Code Compliance Board we are subject to [The Property Ombudsman Scheme](#)

#### 4. LIMITS ON LIABILITY

4.1 The Company does not exclude or limit its liability for any of the following (and nothing in this agreement shall be construed as excluding or limiting such liability):

4.1.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

4.1.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

4.1.3 for a breach of clause 5;

4.1.4 (in the case of the customer) any breach of clause 15.6.3;

4.1.5 for any matter which it would be illegal for the Company that customer to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

4.1.6 for the Company's fraud.

4.2 Notwithstanding any other provision the liability of the Company (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for damage or loss arising from credit reports and / or for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £10 million per claim or series of claims arising from any one incident.

4.3 The limitations in clause 4.2:

4.3.1 shall not apply to any indemnities given by the Company;

4.3.2 shall be in addition to the obligation of the customer to pay fees and charges under this agreement.

4.4 Subject to clause 4.1, the Company shall not be liable (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

4.4.1 any indirect or consequential loss;

4.4.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that customer had notice of the possibility of incurring such losses;

4.4.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if the Company had notice of the possibility of incurring such losses.

4.5 The Company has professional indemnity insurance of £10 million to cover local authority searches, energy performance certificates, company searches, conveyancing searches, natural person searches and company formations. The customer acknowledges and agrees this amount of insurance cover constitutes adequate cover for the type of services the Company provides.

#### 5. CONFIDENTIALITY

5.1 To the extent permitted by law, it is our policy to observe confidentiality with regard to the identity and affairs of our customers, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.



## 6. THIRD PARTY AGENTS/CONTRACTORS

**6.1** If you instruct us in relation to work which will be carried out in United Kingdom or abroad we may, as your agent, directly or through an intermediary request another agent to carry out some or all of this work for you. In such circumstances we have no control over the activities of those providing the service to you ("Third Party Agents"). We take all reasonable care to choose Third Party Contractors with good reputations when instructing them. We accept no responsibility however for the services Third Party Contractors provide to you or for any errors or omissions in their work product. If a mistake is made by Third Party Agent that causes you loss, we will investigate this matter on your behalf and on being properly secured by you as to costs, co-operate with you in bringing proceedings against the agent concerned. We shall pay the charges of Third Party Agents on your behalf and recharge them to you with our own agency fees.

## 7. SEARCHES AND REPORTS

**7.1** The Company will use all reasonable care in acquiring information to be provided to the customer. However such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report. We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.

**7.2** When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

**7.3** In providing property search reports and services the Company will comply with the Search Code.

## 8. FINANCIAL REPORTS

**8.1** The Company may from time to time provide reports containing financial information and/or credit ratings. The Company does not warrant any financial information or credit ratings and accepts no responsibility for the accuracy of such financial information or credit rating or any opinion provided by the Company based upon these.

## 9. INSTRUCTIONS

**9.1** Services will only be provided on the basis that those instructing us give all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed.

**9.2** Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

## 10. THIRD PARTY RELIANCE

**10.1** Our services, including search reports and information services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent (and to this extent no term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999).

## 11. PAYMENT

**11.1** The customer shall be liable to discharge all sums due under invoices raised by the Company in respect of services rendered and any disbursements within 30 days of such invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

**11.2** Notwithstanding clause 2.2 in the event that any work carried out for customers requires more than nominal disbursements, the Company may require an on account payment in respect of such disbursements and until such sums are deposited shall not be obliged to undertake the contract.

## 12. DATA PROTECTION NOTICE/PRIVACY POLICY

**12.1** Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:- Obtaining Credit Insurance Making credit reference agency searches Credit Control Assessment and analysis (including credit scoring, product and statistical analysis) Securitisation Protecting our interests We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

## 13. STATUTORY COMPLIANCE

**13.1** Both the Company and the customer undertake to each other that in respect of their obligations under these conditions they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974 and the Data Protection Acts 1984 and 1998 (and the Data Protection principles thereunder) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.

**13.2** Without prejudice to the generality of clause 13.1 above the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the client.

## 14. WEBSITE

**14.1** The Company's web server may collect the domain names and e-mail address of visitors to the Company's website ("the Site"). This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, etc. The Company uses this information to measure the use of the Site and to improve the content of the Site.

**14.2** The Company's Site contains "links" to other sites, and every effort is made to link only to sites that share the Company's high standards, however, the Company is not responsible for the standard of any site linked to the Site.

**14.3** The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to the Company (as outlined above) and for the same purposes. By using the Site you are agreeing to the use of cookies which you can prevent by adjusting the settings on your internet browser. Any prevention of cookies may affect the functionality of the Site.

**14.4** The Site is provided on an "as available" basis. The Company gives no warranty (express or implied) for the services provided and it is acknowledged that the Company shall not be liable for losses of income due to disruption of the Site caused as a result of server or provider disruption.

**14.5** The Company may disclose and transfer your information to a third party who acquires all or a substantial portion of our business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

## **15. INTERNET PROTOCOL ('IP') ADDRESS AUTHENTICATION**

**15.1** If you choose the option of ordering our services through the Site by way of IP Address Authentication rather than using our Site with a user name and password, you acknowledge that:-

**15.1.1** the Company has no right, title or interest in the IP Address you use to access our Site;

**15.1.2** it is your responsibility to inform the Company should you wish to cease accessing our Site by way of IP Address Authentication;

**15.1.3** you have exclusive responsibility for the security of your IP Address and the use of such IP Address to access our Site and that the Company has no control over your IP Address;

**15.1.4** you indemnify the Company for any damage to our Site or business caused by any connection from your IP Address to the Site.

**15.2** If you have not asked us to terminate the IP Address Authentication then you are liable for all orders and instructions for our services received through our Site by way of the IP Address Authentication process. The Company is not liable for any services that are ordered by way of error, breach of your security or otherwise on your behalf or by any third party using your IP Address.

**15.3** All orders for services made through the IP Address Authentication method is classed as an offer by you to purchase our services and such orders will be governed by these terms including that of payment in accordance with clause 11.

## **16. INTELLECTUAL PROPERTY**

**16.1** All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service, search or software provided to you by the Company shall be and remain the sole property of the Company.

**16.2** In the event that new inventions, designs or processes evolve in the performance of or as a result of our services, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

**16.3** All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

**16.4** All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

**16.5** Each customer:

**16.5.1** acknowledges and agrees that it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under this agreement or through its use of such intellectual property rights;

**16.5.2** agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

**16.5.3** agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

**16.6** Any licence that the Company obtains from third parties (licensors) in connection with the provision of the services may be granted to the customer if necessary for the use of the services but on the following terms only: -

**16.6.1** the Customer may use such third party or licensor materials and data as provided to the Customer as part of the services, within the territory, solely for the customer permitted purpose in accordance with any documentation;

**16.6.2** the customer shall comply with the obligations set out in clauses 15.6.3 to 15.6.6;

**16.6.3** (subject to clause 15.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the services, third party data and/or third party materials;

**16.6.4** Not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

**16.6.5** Only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with this agreement;

**16.6.6** In the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

## 17. FORCE MAJURE

**17.1** The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these terms and conditions, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the company shall be entitled to a reasonable extension of time for the performing of such obligations.

## 18. MISCELLANEOUS

**18.1** If any of the provisions of these terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms shall continue to be valid.

**18.2** Nothing in these terms shall affect the statutory rights of a consumer.

## 19. JURISDICTION

**19.1** Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

### INDEPENDENT DISPUTE RESOLUTION

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk) , email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)).



## **CONSUMER INFORMATION WITH COMPLAINTS PROCEDURE**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or

email [helpdesk@legalinx.co.uk](mailto:helpdesk@legalinx.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 Search 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 products and services comply with industry registration rules and standards and relevant laws
- 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](mailto:admin@tpos.co.uk)  
Website: [www.tpos.co.uk](http://www.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**

#### **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

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

Complaints should be sent to: Mark Allwood, General Manager, Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or email [mark.allwood@legalinx.co.uk](mailto:mark.allwood@legalinx.co.uk) .

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

## SEARCH REPORT INSURANCE POLICY

**Form No.:** SRIP 04/14  
**Policy Issuer:** Property Information Exchange Ltd  
**Policy Number:** SRIP (E&W) 60-070-00245441

### This policy

This policy has been issued by the **Policy Issuer**, on **Our** behalf when issuing the **Search Report**.

This policy consists of 4 pages, is the entire contract between **You** and **Us**, and is effective from the **Policy Date**.

The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.

The words in bold italics have the meanings set out within this policy.

**Our**, **Us** and **We** mean First Title Insurance plc, company registration number 01112603.

### What this policy covers

**We** indemnify **You**, subject to the terms and conditions of this policy against **Actual Loss**, not exceeding the **Maximum Limit of Indemnity**, that **You** suffer as a result of an **Adverse Entry**.

An **Adverse Entry** means any matter(s) having a detrimental effect on the market value of the **Property**, that would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out in relation to the **Property** on the **Policy Date**, but was not disclosed in the **Search Report**. This includes where the **Appropriate Body's** registers and information and/or the answers provided by the **Appropriate Body** for the purposes of the **Search Report** were incorrect as at the **Policy Date** due to the **Appropriate Body's** error or omission.

**Actual Loss** means:

- where **You** are the **Buyer**:
  - the difference between:
    - i. the price **You** actually paid for the **Property** or the **Market Value** of the **Property** as at the **Policy Date** assuming there is no **Adverse Entry**, whichever is the lesser; and
    - ii. the **Market Value** of the **Property** at the **Policy Date** as reduced by the **Adverse Entry**; and/or
  - the cost of demolishing, altering or reinstating any part of the **Property** to comply with an **Order**; and/or
  - the shortfall in the repayment of any loan or other financial liabilities that are secured against the **Property** when **You** sell the **Property**, such shortfall being a direct result of an **Adverse Entry**; and/or
  - where the **Adverse Entry** relates to a financial charge or liability, the amount of that charge or liability.
- where **You** are the **Lender**:
  - a shortfall in the repayment of the outstanding loan amount upon sale of the **Property** by **You**, which arises directly as a result of an **Adverse Entry**.

The **Maximum Limit of Indemnity** under this policy is £2,000,000.

### Who this policy covers

This policy only insures **You**, meaning:

- the **Buyer**: the person or persons who has/have **Purchased** the **Property** in reliance upon the **Search Report**; and/or
- the **Lender**: the person or body who has loaned the **Buyer** money, in return for the loan being secured against the **Property**;

as applicable in the context, and **Your** has a similar meaning.

Apart from **Us**, only **You** may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest. This means that this policy does not insure any person **Purchasing** the **Property** from **You** or their lender.

**Your** rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

## What this policy excludes

**We** do not insure **You**, and will have no obligation to indemnify **You** for **Actual Loss**, in relation to any and/or all of the following risks, including but not limited to an **Adverse Entry**, that:

- **You** create, allow or agree to at any time;
- are **Known** to **You** but not to **Us** on or before the **Policy Date**;
- do not cause **You** any **Actual Loss**;
- occur or come into existence after the **Policy Date**;
- are created by an error or omission of the **Policy Issuer** or the private search provider who obtained the information for the **Search Report** for the **Policy Issuer**, if applicable;
- are disclosed to **You** during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the **Property** which has been carried out prior to **You** being legally obliged to **Purchase** the **Property** or, in relation to the **Lender**, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy.

## In the event of a claim

**You** must notify **Us** in writing, using either of the methods set out below in the **Contacting Us** section, as soon as possible, and in any event within 10 days, after **You** become aware of any claim, or circumstance or matter which might entitle **You** to make a claim under this policy. For the avoidance of doubt, notification must be sent even if **Actual Loss** has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

**We** will require a copy of the **Search Report** together with evidence to show that the **Adverse Entry** would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out on the **Policy Date**.

**You** must co-operate with **Us** fully in relation to this policy, and not do anything or fail to do anything that adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

**You** must, within 90 days of notifying **Us** of the claim, circumstance or matter, provide **Us** with a written statement detailing the amount of **Your Actual Loss** and the method that **You** used to compute that amount.

## Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle **You** to make a claim under this policy or if **We** become aware of an **Adverse Entry**, **We** will, if **We** accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of **Your Actual Loss**, not to exceed the **Maximum Limit of Indemnity**, that **You** have incurred as a result of the **Adverse Entry**, and any **Authorised Expenses**, if applicable;
- in relation to the **Lender**, **We** may purchase the debt from **You** by paying to **You** the amount of the loan that is outstanding together with any interest and **Authorised Expenses**, if applicable. In these circumstances, **You** must transfer or assign the loan and charge that is secured against the **Property** together with any collateral securities and credit enhancements to **Us** on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in **Your** name together with any **Authorised Expenses**, if applicable;
- at **Our** absolute discretion, defend **You**, including but not limited to in litigation, in relation to the **Adverse Entry**. **We** will pay any and all costs that **We** incur in that defence and shall act without unreasonable delay. **We** can end this duty to defend at any time. **We** will be entitled to select the lawyer to act and **We** will not be liable for and will not pay the fees of any other lawyer.

**We** may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order.

**We** will keep **You** up to date on all matters arising under a claim.

When the extent of **Your Actual Loss** and **Our** liability under this policy have been finally determined, **We** will pay that amount within 30 days of its determination.



## Limitation and reduction of *Our* liability

We will not be liable to indemnify *You*:

- if *We* remove any matter giving rise to *Your* claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if *We* have taken any of the actions set out in the *Our obligations in the event of a claim* section; and/or
- until litigation, including appeals, in relation to a claim conducted by *Us* (or by *You* with *Our* authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by *You* in negotiating or settling any claim or litigation without *Our* prior written consent.

*Our* obligations to *You* under this policy may be reduced in part or in whole if *You* refuse to co-operate with *Us* and any of *Your* actions or omissions adversely affects *Our* ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. *We* reserve the right to recover any sums that *We* have paid out under this policy from *You* in such an event.

*You* must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in *Us* rejecting or withdrawing from a claim made by *You* under it.

The amount of indemnity cover payable by *Us* under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- all payments under this policy, except for *Authorised Expenses*;
- the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the *Property* or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which *Your* acts or omissions have increased *Our* liability or reduced *Our* ability to recover amounts from third parties.

## Subrogation

If *We* agree to indemnify or defend *You* under this policy in respect of any claim then, regardless of whether or not actual payment has been made, *We* will immediately be subrogated to any rights, contractual or otherwise, which *You* may have in connection with that claim, the mortgage or the *Property*. If *We* ask, *You* must transfer to *Us* all of *Your* rights and remedies against any person or property that, in *Our* opinion, might be necessary to perfect this right of subrogation.

## Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales

## Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

## Data Protection Act 1998

Any information provided to *Us* by *You* or the *Policy Issuer* will be processed by *Us* and, if applicable, *Our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties, including those located outside of the European Economic Area.

## Complaints

*We* intend to give *You* the best possible service but if *You* do have any questions or concerns about this policy or the handling of a claim, *You* should, in the first instance, contact *Our* Risk and Compliance Department:

- by post, to *Our* registered office (which as at the *Policy Date* is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU); and/or
- by e-mail, to [riskandcompliance@firsttitle.eu](mailto:riskandcompliance@firsttitle.eu).

To assist a quick and efficient response, please ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the *Policy Date*, the name of the *Policy Issuer* and the *Property* address.

Details of *Our* internal complaint-handling procedures are available on request.

*You* have the right, in the event that it is not possible to reach an agreement, to make an appeal to the Financial Ombudsman Service, whose current contact details are: Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights please contact the relevant local authority Trading Standards Service or the Citizens Advice Bureau.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet Our financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0800 678 1100 or 020 7741 4100.

## Contacting Us

**We** can be contacted via the following methods:

- by post, to Our registered office (which as at the **Policy Date** is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU). Please mark the letter for the attention of the Legal & Claims Department; and/or
- by e-mail, to [legal&claims@firsttitle.eu](mailto:legal&claims@firsttitle.eu).

**You** must ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address.

## Regulation

**We** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

## Definitions and interpretation

In addition to the definitions set out above, the words in bold and italics have the meanings set out below:

<b>Appropriate Body</b>	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
<b>Authorised Expenses</b>	any costs, legal fees and expenses that <b>We</b> are obliged to pay under this policy and have approved in writing.
<b>Known</b>	having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy.
<b>Market Value</b>	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by <b>You</b> and <b>Us</b> .
<b>Official Local Authority Search Result</b>	direct responses from an <b>Appropriate Body</b> to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
<b>Order</b>	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an <b>Adverse Entry</b> .
<b>Policy Date</b>	the date the <b>Search Report</b> is dated.
<b>Purchase, Purchasing</b>	buying the freehold or leasehold estate in the <b>Property</b> .
<b>Purchased</b>	bought the freehold or leasehold estate in the <b>Property</b> .
<b>Property</b>	the single private residential property specified in the <b>Search Report</b> , that is located in England or Wales and in existence as at the <b>Policy Date</b> and which shall continue to be used for residential purposes.
<b>Search Report</b>	the report that has been issued by the <b>Policy Issuer</b> and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of

**First Title Insurance plc**

By



Authorised Signatory

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# POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 04/14

## keyfacts<sup>®</sup>

### This summary

This document provides a summary of the key features of the Search Report Insurance Policy (“policy”) under which insurance will be given to individual **Buyers** and **Lenders**. This document does not contain the full terms and conditions of the policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that **You** read the policy itself. The policy is a legally binding contract between each **Buyer** and **Lender** and First Title Insurance plc.

### The Insurer

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc provides general insurance products.

### Type of insurance

The insurance given under the policy protects against actual loss suffered because of an **Adverse Entry** which existed, or should have existed, in the records of an Appropriate Body and affected the **Property** at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the *What this policy covers* section of the policy.

### What does the policy not cover?

All of the matters which are excluded from cover are detailed in the *What this policy excludes* section of the policy. Please read this part of the policy carefully.

### Limitations of the policy

The insurance given under the Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the *Maximum Limit of Indemnity*, as defined in the *What this policy covers* section of the policy, which should be referred to.

### Cancellation terms

Because the interests of a number of persons may all be protected at the same time by the insurance given under the policy in relation to each individual **Property**, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See *Cancelling this policy* section of the policy.

### Term of the policy

Cover under insurance given under the policy protects only the persons specified in the *Who this policy covers* section of the policy and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to the *What this policy covers* section of the policy.

### Claims

Anyone wishing to claim under the insurance given under the policy must advise First Title Insurance plc in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see the *In the event of a claim* section of the policy.

### Queries

If **You** require further information or have any queries regarding the policy **You** should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

### Complaints

If **You** wish to complain about any aspect of the service **You** have received regarding the policy, please contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU. Please quote the the form number and policy number (both of which are located at the top of the policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address,

If your complaint is not dealt with to **Your** satisfaction **You** may complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

### Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation **You** can receive under the Scheme. **You** will normally be covered for at least 90% of the payment due under your policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Price**

The policy is provided at no cost to the Insured by the **Policy Issuer** as part of its service.

**Property Information Exchange Ltd**

Wyvols Court,  
Swallowfield,  
Reading, RG7 1WY

**1 The Financial Conduct Authority ("FCA").** The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas such as Treating Customers Fairly (TCF) is embedded within all firms.

The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

**2 Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.

**3 Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.

**4 What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.

**5 Who regulates us? Property Information Exchange Ltd** is an appointed representative of First Title Insurance plc which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Property Information Exchange Ltd** Registration number is **465656**. You can check this on the FCA's Register by visiting the FCA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.

**Search Report Insurance Policy****Demands & Needs Statement and Suitability**

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Conduct Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon First Title Insurance plc being an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and a subsidiary of The First American Financial Corporation. First American Financial Corporation is a leading global provider of title insurance for residential and commercial real estate transactions.

*Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.*