Charges & Regulations Summary

Local Land Charges	Planning Regulations	Building Regulations
See "Local Land Charges"	See "Planning Regulations"	See "Building Regulations"
1	4	–

1. Planning & Building Regulations

1.1 Planning And Building Decisions And Pending Applications See section 1.1	0	Identified –
1.2 Planning Designations & Proposals See section 1.2	0	Identified –

2. Roads & Public Rights of Way

2.1 Roadways, Footways And Footpaths See section 2.1	0	Identified –
2.2 / 2.3 / 2.4 / 2.5 Public Rights of Way See sections 2.2 / 2.3 / 2.4 / 2.5	1	Identified ⚠

3. Other Matters

3.1 Land required for public purposes See section 3.1	0	Identified –
3.2 Land to be acquired for road works See section 3.2	0	Identified –
3.3 Drainage Matters See section 3.3	0	Identified –
3.4 / 3.5 / 3.6 Roadway, Railway & Traffic Schemes See sections 3.4 / 3.5 / 3.6	0	Identified –
3.7 Outstanding Notices See section 3.7	0	Identified –
3.8 Contravention of Building Regulations See section 3.8	0	Identified –
3.9 Notices, Orders, Directions & Proceedings under Planning Acts See section 3.9	0	Identified –
3.10 Community Infrastructure Levy (CIL) See section 3.10	0	Identified –
3.11 Conservation Area See section 3.11	0	Identified –
3.12 Compulsory Purchase See section 3.12	0	Identified –
3.13 Contaminated Land See section 3.13	0	Identified –
3.14 Radon Gas See section 3.14	0	Identified –
3.15 Assets of Community Value See section 3.15	0	Identified –

Quality control performed by Jane Stanton.

Search compiled by
PSG - Hereford,

Property Address
Land at, Staunton on Wye
Hereford,
Herefordshire,
HR4 7LR

Reference Numbers
Case: 2378126
Reference: DC/39269-9/Jenkins

Search Date
26 May 2021

Registering Authority(ies)
Herefordshire Council

Requested By
22 Prior Street, Hereford,
Herefordshire, HR4 9LB,

Contact details

Search supplied by and all queries to:

PSG - Hereford,

22 Prior Street, Hereford
Herefordshire,
HR4 9LB

01989 564909

or by Email at:

janestanton@propertysearchgroup.co.uk

Charges & Regulations Summary

Local Land Charge Register Entries

↑ TOP

1

1. TOWN & COUNTRY PLANNING ACT 1962 - TOWN & COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS 1960
THE COUNTY OF HEREFORD (AREA OF SPECIAL CONTROL OF ADVERTISEMENTS) ORDER 1965.
DATED 27/08/1980 83

Planning Register Entries

↑ TOP

4

The local authority makes Planning information records readily available from 01 January 1977 only. The records have been searched back to that date.

1. 77/00073/O RESIDENTIAL DEVELOPMENT
REFUSED 21/03/1977, DISMISSED ON APPEAL 06/09/1978

2. P132304/F PROPOSED DEMOLITION OF EXISTING METAL CLAD STORAGE BUILDING AND ERECTION OF TWO NEW DWELLINGS WITH ASSOCIATED GARAGING, CYCLE STORAGE AND LANDSCAPING.
APPROVED WITH CONDITIONS 11/12/2013
APPLIES TO THE ACCESS ONLY

3. P140284/AM NON-MATERIAL AMENDMENT TO 132304/F.
APPROVED 12/02/2014
APPLIES TO THE ACCESS ONLY

4. P152055/F PROPOSED REMOVAL OF CONDITION 10 OF PLANNING PERMISSION 132304/F (PROPOSED DEMOLITION OF EXISTING METAL CLAD STORAGE BUILDING AND ERECTION OF TWO NEW DWELLINGS WITH ASSOCIATED GARAGING, CYCLE STORAGE AND LANDSCAPING) - TO ALLOW CONNECTION TO THE MAINS SEWERAGE SYSTEM.
APPROVED WITH CONDITIONS 08/09/2015
APPLIES TO THE ACCESS ONLY

Building Regulations

↑ TOP

The local authority makes Building regulation information records readily available from 01 July 2002 only. The records have been searched back to that date.

NONE IDENTIFIED

Additional Information

PLEASE NOTE THE FOLLOWING INFORMATION: PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS DO NOT FALL WITHIN THE SCOPE OF THIS REPORT

SEE APPENDIX 1

1. Planning & Building Regulations

Section 1.1 - Planning And Building Decisions And Pending Applications

↑ TOP

0 Identified

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
SEE CHARGES & REGULATIONS SUMMARY

1.1(B) A Listed Building Consent
NONE SINCE 01/01/1977

1.1(C) A Conservation Area Consent
NONE SINCE 01/01/1977

1.1(D) A Certificate Of Lawfulness Of Existing Use Or Development
NONE SINCE 01/01/1977

1.1(E) A Certificate Of Lawfulness Of Proposed Use Or Development
NONE SINCE 01/01/1977

1.1(F) A Certificate Of Lawfulness Of Proposed Works For Listed Buildings
NONE SINCE 01/01/1977

1.1(G) A Heritage Partnership Agreement
NONE SINCE 01/01/1977

1.1(H) A Listed Building Consent Order
NONE SINCE 01/01/1977

1.1(I) A Local Listed Building Consent Order
NONE SINCE 01/01/1977

1.1(J) Building Regulations Approval
NONE SINCE 01/07/2002

1.1(K) A Building Regulation Completion Certificate And
NONE SINCE 01/07/2002

1.1(L) Any Building Regulations Certificate Or Notice Issued In Respect Of Work Carried Out Under A Competent Person Self-Certification Scheme?
NONE SINCE 01/07/2002

How Can Copies Be Obtained?
PLEASE CONTACT PSG

Informative

- 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.
- 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.
- The owner or developer should always be asked for evidence of building control compliance.

Section 1.2 - Planning Designations & Proposals

↑ TOP

0 Identified

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?
HEREFORDSHIRE COUNCIL HAS PREPARED A LOCAL PLAN - CORE STRATEGY FOR THE COUNTY TO COVER THE PERIOD 2011 - 2031. THIS DOCUMENT INCLUDES A RANGE OF COUNTY WIDE POLICIES WHICH PROVIDE THE FRAMEWORK FOR DEVELOPMENT IN THE COUNTY. THE CORE STRATEGY POLICIES REPLACE MOST OF THE UNITARY DEVELOPMENT PLAN (UDP) 2007 POLICIES
HEREFORDSHIRE CORE STRATEGY ADOPTED OCTOBER 2015
HOUSING MARKET AREA

2. Roads & Public Rights of Way

Section 2.1 - Roadways, Footways And Footpaths

↑ TOP | 0 Identified

Which of the roads, footways and footpaths named in the application for this search are:

2.1(A) Highways Maintainable At Public Expense
C1090 FRONTING

2.1(B) Subject To Adoption And, Supported By A Bond Or Bond Waiver
NONE

2.1(C) To Be Made Up By A Local Authority Who Will Reclaim The Cost From The Frontagers
NONE

2.1(D) To Be Adopted By A Local Authority Without Reclaiming The Cost From The Frontagers
NONE

Sections 2.2 / 2.3 / 2.4 / 2.5 - Public Rights of Way

↑ TOP | 1 Identified

2.2 Is Any Public Right Of Way Which Abuts On, Or Crosses The Property, Shown On A Definitive Map Or Revised Definitive Map?
FOOTPATH SY6 RUNS ALONG THE WESTERN BOUNDARY OF THE LAND

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.

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

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?

Section 3.1 - Land required for public purposes

↑ TOP | 0 Identified

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.

Section 3.2 - Land to be acquired for road works

↑ TOP 0 Identified

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.

Section 3.3 - Drainage Matters

↑ TOP 0 Identified

3.3(A) Is The Property Served By A Sustainable Urban Drainage System (SuDS)?
NO

3.3(B) Are There SuDS Features Within The Boundary Of The Property? If Yes, Is The Owner Responsible For Maintenance?
NO

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 APPLICABLE

How Can Copies Of Relevant Documentation Be Obtained?
NO

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.

Sections 3.4 / 3.5 / 3.6 - Roadway, Railway & Traffic Schemes

↑ TOP 0 Identified

Section 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
NO

3.4(B) The Centre Line Of A Proposed Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway
NO

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
NO

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, (Iii) Construction Of A Roundabout (Other Than A Mini Roundabout) Or Widening By Construction Of One Or More Additional Traffic Lanes
NO

3.4(E) The Centre Line Of The Proposed Route Of A New Road Under Proposals Published For Public Consultation
NO

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) (Iii) Widening By Construction Of One Or More Additional Traffic Lanes, Under Proposals Published For Public Consultation
NO

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.

Section 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 Are 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.

Section 3.6 - Traffic schemes
Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named at Q2.1 and are within 200 metres of the boundaries of the property?

3.6(A) Permanent Stopping Up Or Diversion
NO

3.6(B) Waiting Or Loading Restrictions
NO

3.6(C) One Way Driving
NO

3.6(D) Prohibition Of Driving
NO

3.6(E) Pedestrianisation
NO

3.6(F) Vehicle Width Or Weight Restriction
NO

3.6(G) Traffic Calming Works Including Road Humps
NO

3.6(H) Residents Parking Controls
NO

3.6(I) Minor Road Widening Or Improvement
NO

3.6(J) Pedestrian Crossings
NO

3.6(K) Cycle Tracks
NO

3.6(L) Bridge Building
NO

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 Local Authority.
- 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 been, or are currently being implemented will not be referred to in answer to this enquiry.
- If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.
- Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

Section 3.7 - Outstanding notices ↑ TOP 0 Identified

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?

3.7(A) Building Works
NO

3.7(B) Environment
NO

3.7(C) Health And Safety
NO

3.7(D) Housing
NO

3.7(E) Highways
NO

3.7(F) Public Health
NO

3.7(G) Flood And Coastal Erosion Risk Management
PLEASE REFER TO THE ENVIRONMENT AGENCY: ENQUIRIES@ENVIRONMENTAGENCY.GOV.UK

Informative

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

Section 3.8 - Contravention of building regulations

↑ TOP 0 Identified

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

Section 3.9 - Notices, orders, directions and proceedings under Planning Acts

↑ TOP 0 Identified

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
NO

3.9(B) A Stop Notice
NO

3.9(C) A Listed Building Enforcement Notice
NOT APPLICABLE

3.9(D) A Breach Of Condition Notice
NO

3.9(E) A Planning Contravention Notice
NO

3.9(F) Another Notice Relating To Breach Of Planning Control
NO

3.9(G) A Listed Building Repairs Notice
NOT APPLICABLE

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
NOT APPLICABLE

3.9(I) A Building Preservation Notice
NO

3.9(J) A Direction Restricting Permitted Development
NO

3.9(K) An Order Revoking Or Modifying Planning Permission
NO

3.9(L) An Order Requiring Discontinuance Of Use Or Alteration Or Removal Of Building Or Works
NO

3.9(M) A Tree Preservation Order
NO

3.9(N) Proceedings To Enforce A Planning Agreement Or Planning Contribution
NOT APPLICABLE

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

Section 3.10 - Community Infrastructure Levy (CIL)

↑ TOP

0 Identified

3.10(A) Is There A CIL Charging Schedule?
PRELIMINARY DRAFT CHARGING SCHEDULE IN PREPARATION

3.10 (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:-:

3.10(B)(I) A Liability Notice?
NO

3.10(B)(II) A Notice Of Chargeable Development?
NO

3.10(B)(III) A Demand Notice?
NO

3.10(B)(IV) 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.

Section 3.11 - Conservation area

↑ TOP 0 Identified

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

Section 3.12 - Compulsory purchase

↑ TOP 0 Identified

3.12 Has Any Enforceable Order Or Decision Been Made To Compulsorily Purchase Or Acquire The Property?
NO

Informative

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

Section 3.13 - Contaminated land

↑ TOP 0 Identified

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
NO

3.13(B)(I) A Decision To Make An Entry
NO

3.13(B)(II) An Entry
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.

Section 3.14 - Radon gas

↑ TOP 0 Identified

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

3.14(A) Do Records Indicate That The Property Is In A "Radon Affected Area" As Identified By Public Health England Or Public Health Wales?
NO

3.14(B) Further Report Details
WAS OBTAINED FROM A DATASET PROVIDED BY LANDMARK

Section 3.15 - Assets of Community Value

↑ TOP

0 Identified

3.15(A) Has The Property Been Nominated As An Asset Of Community Value? If So :-
NOT APPLICABLE

If so:-

3.15(A)(I) Is It Listed As An Asset Of Community Value?
3.15 (A)(I) - (B)(III) NOT APPLICABLE

3.15(A)(II) Was It Excluded And Placed On The "Nominated But Not Listed" List?
NOT APPLICABLE

3.15(A)(III) Has The Listing Expired?
NOT APPLICABLE

3.15(A)(IV) Is The Local Authority Reviewing Or Proposing To Review The Listing?
NOT APPLICABLE

3.15(A)(V) Are There Any Subsisting Appeals Against The Listing?
NOT APPLICABLE

3.15 (B) If the property is listed:

3.15(B)(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?
NOT APPLICABLE

3.15(B)(II) Has The Local Authority Received A Notice Of Disposal?
NOT APPLICABLE

3.15(B)(III) Has Any Community Interest Group Requested To Be Treated As A Bidder?
NOT APPLICABLE

Informative

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

INFORMATION SOURCES USED TO COMPLETE THIS REPORT

INFORMATION SOURCES USED TO COMPLETE THIS REPORT	
A Written Response From The Local Authority	YES
A Verbal Response From The Local Authority	NO
Examining Public Records	YES

searchcode IPSA Association of Independent Personal Search Agents COPSO EXECUTIVE MEMBER The Property Ombudsman Consumer Redress

Informative

- 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.

INSURANCE DOCUMENTATION

FirstTitle

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18
***Policy Issuer:* PSG Client Services Ltd (Insurance)**
Policy Number: SRIP(E&W)60-106-2378126

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:
    - 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
    - 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;
- any losses arising from loss or breach of any licences or other permissions necessary for continuation of the use of the ***Property*** as at the ***Policy Date*** or ***Your*** business conducted from it.

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, surveyor and/or valuer to act and ***We*** will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

We may pursue any litigation (including appeals) to final determination by a court and reserve the right at ***Our*** 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. See Key Facts document for further information. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice has been updated to reflect how ***We*** use ***Your*** personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if ***You*** wish to view the privacy notice on ***Our*** website at www.firsttitle.co.uk/privacy.

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*** 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 complaints@firsttitle.co.uk.

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 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 Claims Department; and/or
- by e-mail, to claims@firsttitle.co.uk.

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:

Appropriate Body
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).

Authorised Expenses
any costs, legal fees and expenses that ***We*** are obliged to pay under this policy and have approved in writing.

Known
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.

Market Value
the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by ***You*** and ***Us***.

Official Local Authority Search Result
direct responses from an ***Appropriate Body*** to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

Order
a final order of a court of competent jurisdiction, local authority or other public body made in respect of an ***Adverse Entry***.

Policy Date
the date the ***Search Report*** is dated.

Purchase, Purchasing
buying the freehold or leasehold estate in the ***Property***.

Purchased
bought the freehold or leasehold estate in the ***Property***.

Property
either:

- the residential property that is in or will be in multiple occupation or consists of more than one residential unit, block of flats/maisonettes, the property used for mixed purposes, the commercial property or the agricultural field specified in the ***Search Report***, that is located in England or Wales, that is in existence as at the ***Policy Date*** and which shall be used/continue to be used as used or developed at the ***Policy Date***; or
- the building plot or existing estate/property specified in the ***Search Report***, that is located in England or Wales and that is either: 1. being developed or to be developed as a commercial or residential estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.

Search Report
the report that has been issued by the ***Policy Issuer*** 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

Authorised Signatory
© First Title Insurance plc 2018

POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 02/18

keyfacts®

1. 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 and places obligations on the Insured. See the ***In the event of a claim, Limitation and reduction of Our Liability*** and ***Subrogation*** sections of the policy which details these obligations.

2. 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.

3. Type of insurance

The insurance given under the policy protects against ***Actual Loss*** up to the ***Maximum Limit of Indemnity*** suffered as a result of an ***Adverse Entry*** which affected the ***Property*** and would or should have been disclosed in an ***Official Local Authority Search Result*** had one been carried out at the time a ***Search Report*** was compiled but was not fully disclosed in the ***Search Report***. See the ***What this policy covers*** and ***What this policy excludes*** sections of the policy.

4. 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.

5. 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.

6. Cancellation Terms

Because the interests of a number of persons/parties may all be protected at the same time by the insurance given under the policy in relation to each individual ***Property***, no person/party insured under the policy will have the right to cancel the insurance. No refund of premium will be payable. See ***Cancelling this policy*** section of the policy.

7. Term of the policy

Cover under insurance given under the policy starts on the ***Policy Date*** as defined within the Search Report Insurance Policy and protects only the persons/parties specified in the ***Who this policy covers*** section of the policy and does not continue to protect any other person or party. Each person/party 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.

8. 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*** and ***Subrogation*** sections of the policy.

9. 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.

10. 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.

11. 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.

12. Price

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

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Version December 2020

PROPERTY INFORMATION EXCHANGE GROUP - Supply Terms

Definitions

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

Adverse Entry	in respect of a Regulated Local Authority Search- means any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission In respect of a Regulated Drainage Search means a matter affecting the land (*) which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search (*) see the SRIP appended to the relevant Regulated Search for the definition of "property" and "land"
Appropriate Body	means either the 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 CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time
Customer	means a seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Services or any person who has an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php as updated from time to time
Group	means (i) the Property Information Exchange Group comprising of, for the purpose of these Terms, Property Information Exchange Limited (CRN:6029390), registered office at 1 London Street, Reading, RG1 4PN. VAT number GB897 4817 53, (ii) PSG Client Services Limited (CRN:04762434) registered office at 1 London Street, Reading, RG1 4PN. VAT number GB 734 5741 26 and (iii) the PSG franchise office Your account is connected to being one of those offices listed at https://www.psgconnect.co.uk/offices/
Business	means a company, partnership or trader acting in for purposes of their trade, business or profession in respect of which We have been instructed to provide Services
Consumer	means any person who order Services from Us directly acting for purposes (i.e. not as a Business)
Contract	has the meaning given in clause 2.1
Data Protection Laws	means any legislation relating to privacy and data protection as applicable in England and Wales at the time of the Contract including electronic communications
Insurance Product(s)	means an insurance product which either (i) We order for You (and include in our invoice to You) which We are able to do as We are an Appointed Representative of UKGlobal Broking Group OR (ii) You order via the relevant Ordering Platform or by any other means directly from PSG Client Services Limited. In both instances PSG Client Services Limited is a Third Party Supplier and the PSG Client Services Limited (Insurance) TOBA https://www.psgconnect.co.uk/psg-cs-insurance-terms-of-business/ apply
Insured	in the context of a Regulated Local Authority Search SRIP means a buyer and/or lender

Intellectual Property Rights	means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media We make available to You from time to time in respect of the Services
Official Search	means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS)
Optional Services	means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third Party Supplier
Order	means any request for Services made by You or on Your behalf in respect of the same Property
Ordering Platform	means one of the ordering platforms made available to You as relevant to the Group party supplying Services to You
Privacy Notice	means the privacy notice (which includes Our data processing notice) at https://poweredbypie.co.uk/content/downloads/Privacy_Notice.pdf or, if You place an Order as Consumer, this refers to the consumer privacy notice at clause 9.4.
Property	means an address or location to which the Services relate
Regulated Search(es); Regulated Drainage Search/ Regulated Local Authority Search	means a Property search being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a **Regulated Drainage Search**) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a **Regulated Local Authority Search**)
Third Party Product(s)	means any part of the Services which We source from a Third Party Supplier and Includes Insurance Products
Search Pack	A pre-determined combination of Regulated Searches and Third Party Product.
Services	means the supply of Regulated Searches, Optional Services or Third Party Products to You in accordance with your Order
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
SRIP	means a Regulated Local Authority search report insurance policy and further details are provided in clause 6.6
Third Party Supplier Terms	means the terms and conditions of Third Party Suppliers which (i) can be found at https://poweredbypie.co.uk/documents/third-party-terms.pdf or (ii) which You have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.
Terms	means these terms and conditions of business which apply to the Services
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	refers the entity within the definition of Group which invoiced You for Services
You and **Your**	are references to the Customer or individual, company, partnership or organisation who accesses the Ordering Platform or otherwise places an Order with Us

Property Information Exchange Ltd and PSG Client Services Limited are each an appointed representative of UKGlobal Broking

Group Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 840855). Property Information Exchange Ltd is also an Introducer Appointed Representative of Dual Corporate Risks Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 312593)

1. Contract

1.1 The contract between You and Us shall come into existence when We accept your completed Order by either sending You written confirmation or providing You with the relevant Services ("**Contract**"). Please read and check the Order before it is submitted so that any errors can be identified and corrected.

1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.

1.3 You accept responsibility for ensuring that Order details relating to the Service entered Into the Ordering Platform are sufficient and correct for Us to deliver the Service

1.4 These Terms may be varied from time to time. The Terms in force at the time of the Contract, in conjunction with any relevant Third Party Supplier Terms, the Order and the Privacy Notice (**Provisions**), shall govern the Contract to the exclusion of all other terms and conditions. You agree to be bound by the Provisions when You place any Order. You should print a copy of the Provisions for future reference.

1.5 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 the Provisions 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 the Provisions.

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

2. Services

2.1 We shall use reasonable care and skill in providing the Services and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code or who adopt standards of practice and consumer protection which are comparable with the Code.

2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.

2.3 Regulated Local Authority Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Local Authority Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared.

2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.

2.5 In placing the Order and formation of the Contract, You agree that We may take steps to performing the Services immediately. See clause 5 for limited provisions relating to cancellation.

2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.

3. Price and Payment

3.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Order. We reserve the right to express the price exclusive of VAT, but we shall show the VAT separately and include it in the total price.

3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.

3.3 Payment is due in full from You within 30 days from date of invoice unless varied on the invoice.

3.4 We reserve the right to amend prices from time to time however, Services will be charged at the price applicable at the date on which an Order is submitted.

3.5 If You fail to pay an invoice by the due date, We 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 sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.

3.6 Any discount, rebate or commission must be agreed in writing. You are responsible for advising your Customer of this arrangement.

3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. Cancellation of Services / Refunds

4.1 If you are a Consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 4.3.

4.2 This cancellation right may not apply to You as We are not obliged to cancel an Order where;

4.2.1 Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or

4.2.2 where We have started work on the Services with Your agreement (given in Clause 2.5).

4.3 If you are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 4.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 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 Contract.

4.4 To cancel the Contract You must email Us on support@poweredbypie.co.uk without delay. We will advise You what we may be able to do to cancel the Order but You should be aware that as the Services are procured without delay, cancellation may not be possible where fulfilment of the Services has already started.

4.5 Following cancellation of the Contract (save for cancellation in accordance with Clause 4.3) 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 Clause 3.3.

4.6 Any refund We may make is at Our discretion.

4.7 Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled services. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You In respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.

4.8 INSURANCE PRODUCTS: The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 01226 978264 or email Us at insuranceservices@propertysearchgroup.co.uk to discuss such cancellation.

5. Events Beyond Our Control

5.1 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.

6. Warranties and liability limits

6.1 Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.

6.2 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.

6.3 Subject to Clause 6.2 We are not liable to You;

6.3.1 in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;

6.3.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;

6.3.3 in respect of liability arising from supply of Third Party Products included in the Services and You are referred to the Third Party Supplier Terms;

6.3.4 in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.

6.4 Where an error is found in respect of the Services or should, have been identified by You (acting with reasonable care and skill), before the contract for the legal transaction relating to the Property has been exchanged and such error is solely due to Our negligence in preparing, collating and providing the Service We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Services free of charge and shall have no further liability to You / the Customer even if the supply of the replacement may cause delay or abortive transaction.

6.5 Subject always to the above, where an error is found in respect of the Services after the completion of the legal transaction relating to the Property, provided that the error should not have been determinable under clause 6.4, Our liability to You / the Customer in respect of Our negligence in relation to the supply of Services is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.

6.6 **Regulated Local Authority Search.** In respect of each Regulated Local Authority Search the Insured has the benefit of a SRIP. The SRIP is provided by First Title Insurance PLC and the policy is appended to each Regulated Local Authority Search. The SRIP provides cover against an Adverse Entry to the level of £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to this level of cover.

6.7 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Third Party Supplier Terms) do not apply to the Services.

7. Intellectual Property Rights

7.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Third Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

7.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to 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 breach of this Clause 8.

8. Complaints

8.1 See the information at the end of these Terms.

9. Data Protection

9.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.

9.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.

9.3 We will process data concerning You and your employees in accordance with the Privacy Notice.

9.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

10. General

10.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.

10.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

10.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.

10.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

10.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.

10.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.

10.7 If any provision or part of a provision 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.

10.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.

10.9 In providing the Services We will comply with the Code as applicable.

10.10 These Terms and each Contract 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.

Important Consumer Protection Information

The Property Codes Compliance Board (“**PCCB**”) independently monitors how registered search firms maintain compliance with the Code.

The 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.

Version December 2020

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 site: www.tpos.co.uk
E-mail: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

The Group complaints procedure is as follows:

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 The Code Compliance Officer, PSG, Ground Floor, One Capitol Court, Barnsley, S75 3TZ or email support@poweredbypie.co.uk.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

Landmark INFORMATION

Map Legend

Site Boundary

Business Use Only

Map data

Search Details:

Search Address: Land at
Staunton on Wye
Hereford
HR4 7LR

Grid Reference: 336560,245300

Date of Report: 07 May 2021

Full Terms and Conditions can be found on the following link:
http://www.landmarkinfo.co.uk/Terms/Show/534