

**HOPE FIELD, HANWAY, RICHARDS CASTLE, LUDLOW, SY8 4EB**

**Your Reference:** JO/HOPE FIELDS

**Report No:** 5237551

**Report Date:** 28th March 2019

**Prepared for:** T A Matthews (Leominster), 13A BROAD STREET, , LEOMINSTER, HR6 8TZ

**SUMMARY**

1. Who are the sewerage undertakers for this area?	<b>SEVERN TRENT WATER</b>
2. Is a plan showing the approximate location of public sewers included?	<b>YES</b>
3. Do the records inspected indicate that foul water from the property drain to a public sewer?	<b>NO</b>
4. Do the records inspected indicate that surface water from the property drains to a public sewer?	<b>NO</b>
5. Does the Public Sewer Map indicate that sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	<b>NO</b>
6. Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>NO</b>
7. Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>NO</b>
8. How can the drinking water quality for the area be checked?	<b>REFER TO REPORT</b>

Prepared by and all enquiries to: Hereford House East Street, HEREFORD, HR1 2LU

Tel: 01432 355335 Email: enquiries.psg@gmail.co.uk



## REPORT DETAILS

**1. Who are the sewerage undertakers for this area?**

SEVERN TRENT WATER, P O BOX 10155,  
NOTTINGHAM, NG1 9HQ

**2. Is a plan showing the approximate location of public sewers included?**

i. Sewers will be shown on the plan where applicable.ii. The Water Industry Act 1991 defines Public Sewers as those which SEVERN TRENT WATER have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.iii. Any private sewers or lateral drains which are indicated on the plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

YES - A PLAN IS INCLUDED

**3. Do the records inspected indicate that foul water from the property drain to a public sewer?**

i. Water Companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public.ii. A plan is included in this report. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.iii. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.iv. The answer provided is indicative only.

NO - THE RECORDS INSPECTED DO NOT INDICATE THAT FOUL WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

**4. Do the records inspected indicate that surface water from the property drains to a public sewer?**

i. Water Companies are not responsible for private drains that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public.ii. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.iii. In some cases, Water Company records do not distinguish between foul and surface water connections to the public sewerage system.iv. IF ON INSPECTION THE BUYER FINDS THAT THE PROPERTY IS NOT CONNECTED FOR SURFACE WATER DRAINAGE, THE PROPERTY MAY BE ELIGIBLE FOR A REBATE OF THE SURFACE WATER DRAINAGE CHARGE. DETAILS CAN BE OBTAINED FROM THE SEWERAGE UNDERTAKER.v. A plan showing the approximate location of public sewers is included in this report. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.vi. The answer provided is indicative only.

NO - THE RECORDS INSPECTED DO NOT INDICATE THAT SURFACE WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

**5. Does the Public Sewer Map indicate that sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

i. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.ii. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.iii. The answer provided is indicative only.

NO - THE PUBLIC SEWER MAP INDICATES THAT SEWERS OR LATERAL DRAINS SERVING OR WHICH ARE PROPOSED TO SERVE THE PROPERTY ARE NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR AN APPLICATION FOR SUCH AN AGREEMENT.

**6. Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

i. From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the Public Sewer Map but are also within 30.48 metres (100 feet) of a building within the property.ii. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.iii. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER WITHIN 30.48 METRES (100 FEET) OF ANY BUILDINGS WITHIN THE PROPERTY

**7. Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

i. SEVERN TRENT WATER has a statutory right of access to carry out work on its assets. Employees of SEVERN TRENT WATER or its contractors may, therefore, need to enter the property to carry out work.ii. The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.iii. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.iv. The answer provided is indicative only.

NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER, DISPOSAL MAIN OR LATERAL DRAIN WITHIN THE BOUNDARIES OF THE PROPERTY

**8. How can the drinking water quality for the area be checked?**

THE DRINKING WATER INSPECTORATE PRODUCES AN ANNUAL REPORT ON DRINKING WATER QUALITY FOR 7 REGIONS IN ENGLAND AND WALES. IT IS PUBLISHED END OF JUNE/EARLY JULY COVERING THE PREVIOUS CALENDAR YEAR. REPORTS CAN BE INSPECTED BY GOING TO:  
[www.dwi.defra.gov.uk/about/annual-report](http://www.dwi.defra.gov.uk/about/annual-report) .

## ADDITIONAL PROTECTION

The Regulated PSG Drainage Report includes a bespoke Insurance Policy which provides protection for adverse entries which would have been revealed in a CON29DW sourced directly from the Sewerage and/or Water undertaker up to £1 million.

## SOURCES OF INFORMATION

In response to the enquiry for drainage and water information, this search has been prepared following examination of the following data sets:  
The Public Sewer Map  
The Public Map of Water Works (Where available)

## COMMON DRAINAGE AND SUPPLY TERMS

### Adoption of Sewers

Transfers to the Sewerage Undertaker the ownership of sewers and the legal obligation for meeting the cost of their maintenance and improvement to meet increasingly stringent environmental standards.

### Sewerage Undertaker

Is a limited company succeeding the former Water Authority and appointed by the Secretary of State to carry out the duties assigned to it by statute. These include the provision, maintenance and improvement of a system of sewers and sewage treatment works.

### Combined Sewer

A sewer carrying both foul water as well as surface water.

### Foul Sewer

A sewer used to transport mainly foul sewerage to a treatment works.

### Private Drain

A sewer in private ownership draining only one property. If there is no cesspool or private treatment work, the drain usually connects with a private or public sewer.

### Private Water Supplies

Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the Local Environmental Health Officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available.

### Public Sewer

A sewer vested in and maintained by the Sewerage Undertaker. Members of the public generally have the statutory right to connect into and use the public sewer on offering payment of sewerage charges.

### Section 104 Agreement

An agreement made between a housing developer and the Sewerage Undertaker under Section 104 of the Water Industry Act 1991, for the adoption of sewers the developer intends to build to serve the new houses.

### Septic Tank

A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field or occasionally to a sewer. Septic tanks are un-powered. Properties operating them are responsible for the operation, maintenance and occasional emptying of the chamber.

### Surface Water Sewer

A sewer used only for the transport of uncontaminated surface water or rain water in an area where separate sewerage systems have been provided.

### Water Company

A provider of sewerage and possibly water services in an area.

## PSG Terms and Conditions of Sale (Terms)

### 1. Definitions and Interpretation

1.1 In these Terms the following words shall have the meanings as given below:

<b>Adverse Entry</b>	Means – in respect of a PSG Regulated Local Authority Search- 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 Search Report but was not disclosed on 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 date of the Search Report due to the Appropriate Body's error or omission OR means – in respect of a PSG Regulated Drainage Search – 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 Search Report. (* ) see the SRIP appended to the relevant Search Report for the definition of "property" and "land".
<b>Applicable Data Protection Law</b>	Means the data protection laws applicable in England and Wales at the point of Contract.
<b>Appropriate Body</b>	Means a local authority, water undertaker 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 or CON29DW (Law Society Copyright, as amended).
<b>Charges</b>	Means Our charges for providing the Services, which will be notified to You when You submit Your Order.
<b>Client</b>	Means a person or persons (including a company or partnership) who have / has bought an interest in the Property relying on the Reports prepared in relation to the Property or a person or body making a loan to such persons secured on the Property.
<b>Contract</b>	Has the meaning given in clause 3.7.
<b>Data</b>	Means any data regarding You or Your Client You provide Us with when placing an Order and which may include personal data.
<b>Intellectual Property Rights</b>	Means any enforceable intellectual property right (whether registered or unregistered) including without limitation copyright, know-how, database right, service or trade mark, patent, trade secret or design right.
<b>Order</b>	Means Your request to Us to provide the Services, which You place through the online Ordering Platform (or by agreement, another acceptable means) on Your own behalf or on behalf of Your Client.
<b>Ordering Platform</b>	Means the online ordering platform made available to clients.
<b>Privacy Notice</b>	Our notice as found at <a href="http://www.psgconnect.co.uk/privacy/">www.psgconnect.co.uk/privacy/</a> .
<b>Property</b>	Means the parcel or parcels of land identified in the Order.
<b>PSG Regulated Drainage Report</b>	Means the report providing some of the information contained in a Form CON29DW (Law Society Copyright, as amended) obtained by PSG and not directly from the Appropriate Body.
<b>PSG Regulated Local Authority Search</b>	Means the report providing responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) obtained by PSG and not directly from the Appropriate Body.
<b>Report</b>	Means any report, document or product that We supply You excluding Supplier Reports.
<b>Required Information</b>	Means all information We require about You or your Client to provide the Services and which includes Data.
<b>Search Code</b>	Means the Code of Practice for Search Compilers and Retailers as updated from time to time by the Council of Property Search Organisations (CoPSO).
<b>Search Report</b>	Means a PSG Regulated Drainage Report and/or a PSG Regulated Local Authority Search.
<b>Services</b>	Means Our compilation and/or delivery of Reports and Supplier Reports provided to You in respect of Your Order.
<b>SRIP</b>	Means the search report insurance policy appended to each Search Report and further defined in clause 8.4.
<b>Supplier</b>	Means any third party supplier We use to provide a Supplier Report as part of the Services.
<b>Supplier Report</b>	Means any report, document or other product including insurance or indemnity policies we have procured from a Supplier on Your behalf and which is provided to You in accordance with the Supplier Terms.
<b>Supplier Terms</b>	Means the terms and conditions of Suppliers in respect of Supplier Reports incorporated by reference to these Terms and available at <a href="http://www.psgconnect.co.uk/third-party-terms/">www.psgconnect.co.uk/third-party-terms/</a>
<b>Us/We/Our/PSG</b>	Means PSG Connect Limited, PSG Financial Services Limited or one of Our franchised businesses, together The Property Search Group or PSG.
<b>Working Day</b>	Means Mondays to Fridays except bank and public holidays (London)
<b>You/Your</b>	Means either (i) your professional firm or company who instructs Us to provide the Services to you either on your own behalf or as an agent of the Client or (ii) an individual dealing directly with us as a consumer.

Where You are an individual dealing directly with Us as a consumer Your attention is expressly drawn to clauses 2.2 (use of Data), 6.1 (cancellation rights) and 8 (limitation of liability). All individuals should obtain independent legal advice on the Search Report and SRIP (see clause 8.4) to ensure that they meet their needs in respect of any property transaction.

### 2. Data, Privacy and Security

- 2.1 You are responsible for obtaining the Required Information from your Client in accordance with Applicable Data Protection Laws. We will process the Required Information to provide the Services to You in accordance with Applicable Data Protection Laws and as further set out in the Privacy Notice. You agree to indemnify Us against any claim, loss, damages, penalty or other liability arising from a breach of your responsibilities under the Applicable Data Protection Laws.
- 2.2 CONSUMERS ONLY: If You are an individual dealing directly with PSG, you acknowledge that We will use the Required Information for the purposes of providing the Services or otherwise in accordance with the Privacy Policy.
- 2.3 We will retain Reports we have supplied to You in an electronic format available for inspection upon reasonable notice for 6 years from the date of Order.

### 3. The Services

- 3.1 The Services are available for all Property in England and Wales.
- 3.2 When You use the Ordering Platform or otherwise order Services from us by any other method You are deemed to have accepted the Terms of Use at (see [www.psgconnect.co.uk/terms-of-use/](http://www.psgconnect.co.uk/terms-of-use/)) which are expressly incorporated by reference to these Terms.
- 3.3 When You (including Your employees, agents or consultants) place an Order You accept that these Terms apply to the exclusion of your own terms of purchase and You accept that You and the Client are bound by them.
- 3.4 You agree that these Terms set out Our sole responsibility and liability to You in respect of the supply of Search Reports.
- 3.5 Where the Services include Supplier Reports these Suppliers are required by their regulatory bodies to have appropriate professional indemnity insurance or to be covered by statutory compensation arrangements. We do not accept liability for any loss or consequence of the act or omission of a Supplier except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client of Yours against a Supplier and shall, where possible, assign to You (or a Client at Your direction) at Your cost the benefit of any warranty, guarantee or indemnity given to Us by such Supplier of which We have the benefit. Supplier Terms will apply to all Supplier Reports to the exclusion of any other terms and conditions.
- 3.6 In respect of clauses 3.3 to 3.5 above, You agree to indemnify PSG in respect of any claim or allegation from the Client or other third party that the Terms do not apply in accordance with clause 3.3 and 3.4 or that the Supplier Terms do not apply in accordance with clause 3.5.
- 3.7 The Order will not be binding on PSG until PSG has accepted your Order (Contract) by either sending You a written confirmation (including by email or through the Ordering Platform) or providing You with the Services. Each Order if accepted by Us, will constitute a separate and severable contract.
- 3.8 These Terms and Supplier Terms may be varied from time to time. The Terms in force at the date of the Contract, in conjunction with the relevant Supplier Terms shall govern the Contract to the exclusion of all other terms and conditions. You are advised to print a copy of all relevant terms for Your future reference.
- 3.9 In providing Search Reports We will comply with the Search Code and We will use reasonable care and skill to ensure that Suppliers comply with the Search Code where this is relevant to the Supplier Reports. All other warranties, conditions, or representations, whether express, implied, written or oral are hereby excluded to the fullest extent permitted by law.

- 3.10 The Services are provided solely for Your use or the use of Your Clients and shall not be used or relied upon by any other party, without Our written consent.
- 3.11 Whilst every effort will be made to deliver the Services as soon as possible after Your Order has been accepted We are not liable to You (or Your Client) for any loss or damage suffered as result of delay or failing to meet any time estimate that may have been given.
- 4. Charges and Payment**
- 4.1 The Charge for the Services that You wish to Order will be as shown when you place Your Order. If an error is identified with a Charge before we acknowledge the Contract (as set out in clause 3.6) We will inform You as soon as possible so that You can decide whether you wish to replace or cancel the Order.
- 4.2 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate and delivery and communication costs.
- 4.3 Save where otherwise agreed in writing, invoices shall be paid within 30 days of the date of issue save that invoices for insurance policies provided through PSG Financial Services Ltd shall be paid within 14 days of the date of issue. If you fail to pay Our invoice on or before the due date, We reserve the right to charge interest and compensation on outstanding sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and to recoup costs associated with recovery of the same. Where you are an individual dealing directly with PSG the statutory rate of interest shall apply.
- 5. Your Obligations**
- 5.1 You warrant that the Required Information provided when placing the Order is true, accurate and complete.
- 5.2 You will notify Us immediately where You become aware of any inaccuracy contained within the Order or Required Information supplied and We will use reasonable endeavours to alter the Order to reflect the revised Required Information. However, You acknowledge that this may not be possible due to the progress of the Services. You will remain liable to pay any charges associated with the original Order and may be required to place a revised Order at Your extra cost.
- 5.3 You will ensure that the Client is aware of the Terms and Supplier Terms as appropriate.
- 6. Cancellation**
- 6.1 Where You are an individual dealing directly with PSG you have a right to cancel the Order under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. Under the Regulations you have the right to cancel orders for services within 14 days of your Order or to cancel goods included in your Order within 14 days of receipt of the goods. However, this right to cancel does not apply to goods (i.e. reports or policies) which have been made or supplied to Your specifications or to services whose performance of those already started with Your approval. You acknowledge that any services will commence when We have provided you with a confirmation of the Order and that reports and policies are made to your specification (being in line with Your Required Information). Your right to cancel under these Terms therefore ceases at that time.
- 6.2 Notwithstanding clause 6.1 any insurance product in your Order may be cancelled within 14 days of the order date.
- 6.3 If You do wish to cancel all or part of Your Order prior to commencement of the Services You will remain liable to pay any charges, costs and expenses that have been reasonably incurred up to the date of cancellation and which We are unable to mitigate. These charges, costs and expenses shall be invoiced and payable in accordance with clause 4.3.
- 6.4 Any cancellation request must be made promptly to PSG (being the office managing Your Order) giving details of the Order reference number and Property.
- 7. Intellectual Property Rights and Proprietorship**
- 7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in Us or the Supplier where appropriate and nothing in these Terms purports to transfer, assign or grant any rights to You or Your Client in respect of these Intellectual Property Rights.
- 7.2 Title to the Services shall not pass to You until the Charges have been paid in full.
- 7.3 You agree that You will not, and shall procure that Your Client will neither (i) change, amend, remove, alter or modify the Services or any proprietary mark nor (ii) use the Services other than in relation to the Property and for benefit of any party other than the Client.
- 7.4 You agree to indemnify Us and hold Us harmless in respect of all claims, costs, demands, actions or other liability (including professional fees) arising out of a breach of this clause 7.
- 8. Limitation of Liability**
- 8.1 When You receive the Services You will make a reasonable inspection of the results provided promptly and You will notify Us of any defect as soon as possible after its discovery as a delay may limit any potential recompense to You / Your Client.
- 8.2 We acknowledge that You may make Search Reports available to Clients in the normal course of your business and agree that where You do so then any such Client shall have the benefit of and may enforce Your rights under this agreement as if the Client were a party to these Terms.
- 8.3 Any claim relating to a Supplier Report must be made against the Supplier and in accordance with the Supplier Terms. Subject to clause 3.5 and to the maximum extent permitted by law, We make no representations, warranties or conditions of any kind, either express or implied, with respect to Supplier Reports and We are not liable in contract, tort, negligence, statutory duty or otherwise for any loss or damage whatsoever or howsoever caused by a Supplier Report.
- 8.4 All Search Reports have the benefit of a "Search Report Insurance Policy" (SRIP) provided by First Title Insurance Plc, whose current registered office address is ECA Court, 24 to 26 South Park, Sevenoaks, Kent, TN13 1DU ("First Title"). The SRIP policy is appended in full to each Search Report and samples are available at [www.psgconnect.co.uk/third-party-terms/](http://www.psgconnect.co.uk/third-party-terms/). Our liability to Your Client in respect of an Adverse Entry in a Search Report is limited to the extent of the indemnity coverage for Actual Loss (as defined and determined in the relevant SRIP) provided by First Title under the SRIP and You are advised to make Your Client aware of the policy details, scope of cover, time scales for making a claim and liability limits. The current liability limit under the SRIP is (a) £2 million in respect of a PSG Regulated Local Search or (b) £1 million in respect of a PSG Regulated Drainage Report.
- 8.5 PSG Connect Limited has in place professional indemnity insurance of £20 million in respect of each and every claim in respect of its work in preparing, collating and providing a Search Report. The name and address of the primary insurer is HCC International Insurance Company PLC, 1 Aldgate, London, EC3N 1RE. Subject to clause 8.7 Our liability to You in respect of all losses arising under or in connection with a claim or a series of related claims whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed £20 million.
- 8.6 PSG Financial Services Limited has in place professional indemnity insurance of £1.2 million in respect of each and every claim in respect of its work in preparing, collating and providing an insurance product. The name and address of the primary insurer is HCC International Insurance Company PLC, 1 Aldgate, London, EC3N 1RE. Subject to clause 8.7 Our liability to You in respect of all losses arising under or in connection with a claim or a series of related claims whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed £1.2 million.
- 8.7 We exclude liability (save as a result of Our negligence) in respect of (i) an Adverse Entry (see clause 8.4) as this covered by the SRIP, (ii) Supplier Reports (see clause 8.3); and (iii) any loss of profits (whether direct or indirect), indirect or consequential loss.
- 8.8 We are not liable for loss or liability attributable to any accuracy or errors in the Services as a result of untrue, inaccurate or out of date Required Information supplied by You.
- 8.9 We shall not be liable to You for any loss caused by any failure by You or Your Client to have in place all necessary means of receiving the Services, making the Terms or Supplier Terms available to the Client, the maintenance of internet access, email, facilities and security measures.
- 8.10 Nothing in the above excludes or restricts Our liability for death or personal injury caused by Our negligence or fraudulent misrepresentation or any other liability which it is not permitted to exclude as a matter of law.
- 9. Force Majeure**
- We will not be liable for any failure to perform the Services due to any event beyond Our reasonable control. However, if Our performance of the Services is delayed due to any event beyond our reasonable control, We will notify You promptly.
- 10. General**
- 10.1 These Terms and Conditions constitute the entire agreement between You and Us in respect of the Services and supersede any representations or warranties previously given.
- 10.2 We may assign and/or sub-contract any part of the Contract at any time. You shall not be entitled to assign the Contract without our written consent.
- 10.3 If at any time, any one or more of these Terms are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Terms, which shall remain in full force and effect.
- 10.4 Any failure by Us to enforce a breach of these Terms by You will not be deemed to be a waiver of any subsequent breach of these Terms by You.
- 10.5 Nothing in these Terms shall create or be deemed to create a partnership or joint venture between Us and You or the relationship of principal and agent or employer and employee.
- 10.6 Independent dispute resolution – if You (or Your Client) make a complaint in respect of a Report and PSG is unable to resolve it to Your (or Your Client's) satisfaction the dispute may be referred to The Property Ombudsman Scheme [website@www.tpos.co.uk](http://website@www.tpos.co.uk) email@ [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with the Ombudsman during

an investigation and comply with the Ombudsman's decision. Where You are an individual dealing directly with PSG as a consumer You are also directed to the online dispute resolution platform at <http://ec.europa.eu/odr>.

- 10.7 These Terms will be governed and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 10.8 Save for Your Client, the parties agree that no other third party shall have any right to enforce these Terms.

#### **Important Consumer Protection Information**

Search Reports are produced by the PSG Franchise identified on the front page of the Report; the franchises of PSG Connect Ltd (Head Office – 1 Capitol Court, Dodworth, Barnsley, S75 3TZ) are collectively registered with the Property Codes Compliance Board (PCCB) as subscribers 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  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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

The PSG 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 PSG Franchise identified on the front page of the Report.

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](mailto:admin@tpos.co.uk).

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

#### **Financial Conduct Authority:**

PSG Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). FCA Registration number 583137. You can check this on the FCA Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0207 964 1000.

If your complaint is in relation to our insurance products you may refer your complaint to: Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Tel: 0207 964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)).

PSG© March 2018

Form No. SRIP DW 02/17

V6

## SEARCH REPORT INSURANCE POLICY

Policy Issuer: PSG Financial Services Limited

Policy Number: SRIPDW(E&W)60-087-000000

### 1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"Actual Loss"** means:
  - 1.1.1 the difference between (i) the lesser of the price the Insured actually paid for the Land and the Market Value of the Land at the Policy Date without an Adverse Entry; and (ii) the Market Value of the Land at the Policy Date as reduced by the effect of an Adverse Entry
  - 1.1.2 in respect of a Lender: a shortfall in the repayment of the outstanding loan amount, upon a sale of the Land by the Lender, which arises directly from an Adverse Entry

provided that First Title's liability under this policy will, under no circumstances, exceed £1,000,000.
- 1.2 **"Adverse Entry"** 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 CON29 DW (Law Society Copyright, as amended) but which was not contained in the Search Report.
- 1.3 **"Appropriate Body"** means a water authority or other public body providing information in response to an application made under Form CON29 DW (Law Society Copyright, as amended).
- 1.4 **"Authorised Expenses"** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 **"Buyer"** means a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.6 **"First Title"** means First Title Insurance plc.
- 1.7 **"Insured"** means all or any of:
  - 1.7.1 a Buyer
  - 1.7.2 a Lender
- 1.8 **"Know, Known or Knowing"** means 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.
- 1.9 **"Land"** means either: i. 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 ii. 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.
- 1.10 **"Lender"** means a person or body making a loan to the Insured secured over the Land.
- 1.11 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.12 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.13 **"Policy Issuer"** means **PSG Financial Services Limited** who will not be an insured under this Policy.
- 1.14 **"Search Report"** means a report providing the information contained in Form CON29 DW (Law Society Copyright, as amended) obtained from a private search provider and not directly from an Appropriate Body.

### 2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

### 3. Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- 3.1 risks that:
  - 3.1.1 that Insured creates, allows or agrees to at any time
  - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
  - 3.1.3 result from unavailable information or similar reply from the Policy Issuer or the Appropriate Body
  - 3.1.4 do not cause that Insured any loss
  - 3.1.5 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
  - 3.1.6 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract
  - 3.1.7 are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out
  - 3.1.8 cause any loss arising by reason of environmental protection legislation or contamination affecting the Land
  - 3.1.9 would be dealt with under a buildings and/or contents insurance policy
  - 3.1.10 result from the enforcement of statutory rights to discontinue supply or alter methods of charging
  - 3.1.11 relate to any adverse affects caused by The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011
  - 3.1.12 relate to questions in Form CON29 DW (Law Society Copyright, or any corresponding renumbering on an amended form) affecting risk of low water pressure, flow or quality. This exclusion only applies where the Land consists of a building plot or existing estate/property 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.
  - 3.1.13 arise or result from the developer's default in providing a connected drainage and water system to the Land that has been or will be duly adopted where that was the intention.

### 4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

### 5. Notification of a claim

5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP DW 02/17.

- 5.1.1 by post to the Claims Department, First Title Insurance Plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU; and/or

5.1.2 by e-mail to [claims@firsttitle.eu](mailto:claims@firsttitle.eu).

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

## 6. Defence and prosecution of actions and an Insured's duty to co-operate

6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1

6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer

6.3 First Title 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

6.4 First Title will consult with the Insured on all matters arising under a claim

## 7. Proof of loss and deadline for advising of loss

7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.

7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

## 8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or

8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or

8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or

8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

## 9. Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

## 10. Limitation of First Title's liability

First Title will not be liable to indemnify an Insured:

10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation; or

10.2 if First Title makes a settlement with a third party;

10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;

10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

## 11. Reduction of indemnity and reduction or termination of First Title's liability

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

11.1 all payments under this policy except for Authorised Expenses;

11.2 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 Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or

11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

## 12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

## 13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

## 14. Liability limited to this policy

This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

## 15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

## 16. Governing law and jurisdiction

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

## 17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

## 18. Notices

All notices required to be served on or given to First Title Insurance plc under this policy must include a reference being the policy number, SRIP DW 02/17 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

## POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

### keyfacts<sup>®</sup>

#### 1. This summary.

This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Insureds and Lenders. This document does not contain the full terms and conditions of the Search Report Insurance 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 Insured and First Title Insurance plc, and places obligations on the Insured. Please refer to paragraphs 5, 6, 7 and 13 of the policy which details the obligations on the Insured.

#### 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 Search Report Insurance Policy protects against Actual Loss up to the maximum sum as detailed in paragraph 1.1 of the policy, suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

#### 4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

#### 5. Limitations of the Policy.

The insurance given under the Search Report Insurance Policy is a contract of indemnity against Actual Loss and any payment under it will not exceed the amounts detailed in paragraph 1.1 of the policy, which should be referred to.

#### 6. Cancellation Terms.

Because the interests of a number of persons may all be protected at the same time by insurance given under the Search Report Insurance 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 paragraph 17 of the policy.

#### 7. Term of the policy.

Cover under insurance given under the Search Report Insurance Policy starts on the Policy Date as defined within the Search Report Insurance Policy and protects only the persons specified in the policy as an "Insured" 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 paragraph 2 of the policy.

#### 8. Claims.

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraphs 5, 6, 7 and 13 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 insurance policy, please contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU. Please quote the policy number and reference SRIP DW 02/17.

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](http://www.fscs.org.uk).

#### 12. Price

The policy is provided at no cost to the Insured by PSG Financial Services Limited 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. Financial service complaints we cannot settle may be referred to the Financial Ombudsman Service.