Regulated Search of Local Land Charges

Regulated Local Authority Search

Date of Order: 22/10/2018
Land Charges Date: 19/11/2018
Date of Completion: 19/11/2018
Case Number: 1432463 / 100823980
Your Reference: DB Pearce PU19014

PROPERTY MADE SUBJECT TO SEARCH

180 ROYSTON AVENUE
SOUTHEND-ON-SEA
SS2 4BP

CLIENT DETAILS

Searches UK
Unit 2 Gemini Business Centre
136-140, Old Shoreham Road
Hove BN3 7BD
Tel: 0845 241 1815 / 01273 776625
Fax: 0845 241 1817
orders@searchesuk.co.uk
www.searchesuk.co.uk DX 59260

Customer:

Agent: Unknown

LOCAL AUTHORITY

Southend-on-Sea Borough Council
Civic Centre Victoria Avenue
Southend-on-Sea
Essex SS2 6ER

COMPILED BY & ENQUIRIES TO

Searches UK (AGENT)
Unit 2 Gemini Business Centre
136-140, Old Shoreham Road
Hove BN3 7BD
Tel: 0800 043 1815
admin@searchesuk.co.uk
www.searchesuk.co.uk
Searches UK (AGENT)
are registered with the PCCB

SEARCH RESULTS

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

Signed to confirm report completed:

on behalf of Searches UK (AGENT)

Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

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

1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

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

1.1(a)	A Planning Permission	None
1.1(b)	A Listed Building Consent	None
1.1(c)	A Conservation Area Consent	None
1.1(d)	A Certificate of Lawfulness of existing use or Development	None
1.1(e)	A Certificate of Lawfulness of proposed use or Development	None
1.1(f)	A Certificate of Lawfulness of proposed works for listed buildings	None
1.1(g)	A Heritage Partnership Agreement	None
1.1(h)	A Listed Building Consent Order	None
1.1(i)	A Local Listed Building Consent Order	None
1.1(j)	Building Regulations Approval	None revealed
1.1(k)	A Building Regulation Completion Certificate and	None revealed
1.1(l)	Any Building Regulations Certificate or Notice Issued in respect of work carried out under a competent person self-certification scheme? 01/00643/CAVBN Cavity fill Application Received 10/07/2001	
	How can copies be obtained?	In writing from the local authority
	Does the local authority apply a 'cut-off date' in providing its own searches of planning and building control information? If so what is that date?	Planning 01/01/1990 Building Regs 01/01/2005

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

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

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

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

1.2 Planning Designations and Proposals

1.2	What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	None

2 ROADS AND PUBLIC RIGHTS OF WAY

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

2.1(a)	Highways maintainable at public expense All those abutting or adjoining the property are maintainable at public expense.	
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
2.2	Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	No
2.3	Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	No
2.4	Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No
2.5	If so, please attach a plan showing the approximate route	Not applicable

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

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

3 OTHER MATTERS

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

3.1 Land required for Public Purpose

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

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

3.2 Land to be acquired for Road Works

3.2	Is the property included in land to be acquired for road works?	None revealed

Informative: Matters already entered on the Local Land Charges Register will no be revealed in answer to this enquiry.

3.3 Drainage Matters

Is the property

3.3(a)	Is the property served by a Sustainable Urban Drainage System (SuDS)?	No
3.3(b)	Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	Not applicable
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?	
	Anglian Water Services Ltd, Anglian House, Ambury Road, Huntingdon, PE29 3NZ	
	How can copies of relevant documentation be obtained?	In writing from the local water authoruty

Informative: Many Local Authority records do not allow for the provision of comprehensive answers to these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.

3.4 Nearby Road Schemes

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

3.4(a)	The centre line of a new trunk road or special road specified in any order, draft order or scheme;	None revealed
3.4(b)	The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	None revealed
3.4(c)	The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;	None revealed
3.4(d)	The outer limits of: (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;	None revealed
3.4(e)	The centre line of the proposed route of a new road under proposals published for public consultation; or	None revealed

3.4(f)	The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? 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.	None revealed

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?	None revealed in available Public Registers
3.5(b)	Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary? Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.	No

3.6 Traffic Schemes

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

3.6(a)	Permanent stopping up or diversion;	None
3.6(b)	Waiting or loading restrictions;	None
3.6(c)	One way driving;	None
3.6(d)	Prohibition of driving;	None
3.6(e)	Pedestrianisation;	None
3.6(f)	Vehicle width or weight restriction	None
3.6(g)	Traffic calming works including road humps;	None
3.6(h)	Residents parking controls;	None
3.6(i)	Minor road widening or improvement;	None
3.6(j)	Pedestrian crossings;	None
3.6(k)	Cycle tracks; or	None
3.6(l)	Bridge building?	None
	Informative: In some circumstances, road closures can be obtained by third parties from Magistrate Courts or can be made by the Secretary of State for Transport, without involving the Council. Informative: This enquiry is is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.	

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

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

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule -

3.7(a)	Building works;	None
3.7(b)	Environment;	None
3.7(c)	Health and safety;	None
3.7(d)	Housing;	None
3.7(e)	Highways;	None
3.7(f)	Public health;	None
3.7(g)	Flood and coastal erosion risk management?	None

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

3.8 Contravention of Building Regulations

3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations	None

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

3.9(a)	An enforcement notice;	None
3.9(b)	A stop notice;	None
3.9(c)	A listed building enforcement notice;	None
3.9(d)	A breach of condition notice;	None
3.9(e)	A planning contravention notice;	None
3.9(f)	Another notice relating to breach of planning control;	None
3.9(g)	A listed buildings repairs notice;	None
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
3.9(i)	A building preservation notice;	None
3.9(j)	A direction restricting permitted development;	None

3.9(k)	An order revoking or modifying planning permission;	None
3.9(l)	An order requiring discontinuance of use or alteration or removal of building or works;	None
3.9(m)	A tree preservation order; or	None
3.9(n)	Proceedings to enforce a planning agreement or planning contributions?	None

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

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

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

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

3.10 Community infrastructure levy (CIL)

3.10(a)	Is there a CIL charging schedule?	Yes - Staus: Adopted

3.10(b) if yes, do any of the following subsist in relation to the property or has the LA decided to issue, serve, make or commence any of the following?:-

3.10(b)(i)	a liability notice?	No
3.10(b)(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.	

3.11 Conservation Area

Do the following apply in relation to the property?

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

3.12 Compulsory Purchases

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

3.13 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property)?

3.13(a)	A contaminated land notice;	None
3.13(b)	In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or	No
3.13(c)	Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	No
	Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.	

3.14 Radon Gas

3.14	Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?	
	The property is located within an area where less than 1% of properties in the area are affected	
	Further information about Radon Gas can be obtained from http://www.ukradon.org/	

3.15 Assets of Community Value

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

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

3.15(b) If the property is listed:-

(b)(i)	has the LA decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?	Not applicable
(b)(ii)	Has the LA received notice of disposal?	Not applicable
(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.	

Sources

SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT

For the purposes of these terms and conditions any references to 'the company' means Searches UK or the compiler shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only.

2. In providing search reports and services Searches UK will comply with the Search Code.

3. Search requests must be made via SPIDER, the company's proprietary on-line ordering system and include full postal address, location plan and the appropriate fee. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.

4. All of the company's third party organizations and search agencies work to the same Contract & Service Level Agreements and subscribe to the Search Code.

5. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.

6. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organizations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.

7. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.

8. Where information has been sourced from additional sources, the company will inform you of these sources within the report.

9. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.

10. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.

11. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.

12. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.

13. Where the client requests additional Con 29 pt II enquiries the company undertakes to inform the client of any additional fees at the point of order.

14. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company's control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.

15. Search Reports can be downloaded from the Spider website. The company does not provide hard copies free of charge.

16. The Insured should be aware that this search report has the benefit of a property specific Insurance Policy as set out in the following pages of the report. The documentation should be read thoroughly before any contact is made with the parties mentioned in order to ensure the Insured does not render the Insurance Policy void or reduce a potential claim y their action as per 5.2 or 11 of the Insurance Policy. If the Insured wishes to make a claim as per the attached property specific Insurance Policy, the Insured must advise First Title in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. Please see policy attached (specifically "Notification of a Claim" in paragraph 5). In the event that the insured suffers a material loss due to:

a. any negligent or incorrect entry in the records searched; Please revert to the Local Authority shown on the front page of the report under “Local Authority” or;

b. any negligent or incorrect interpretation of the records searched; Please revert to the Search Agent shown on the front page of the report under “Compiled By” or;

c. any negligent or incorrect recording of that interpretation in the search report; Please revert to the Search Agent shown on the front page of the report under “Compiled By”

17. The company and any third party Search Agents liability will be limited to an amount not exceeding £2 million in respect of any individual claim.

18. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £2 million. If the Client subsequently discovers that the property value exceeds £2 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.

19. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.

20. Invoices and statements are submitted electronically. The company does not provide hard copies.

21. Search Reports remain the property of the company until all agreed terms have been fulfilled.

22. The company reserves the right to withhold results until payment has been received.

23. All information held by the company is covered by the Data Protection Act.

24. Each search is deemed to be an individual contract governed by English Law.

25. The company maintains contractual relationships with clients and suppliers who are involved in the Conveyancing process in the UK; to the knowledge of the company no person who;

a. Conducted the search

b. Prepared the search report, has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.

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

27. The companies’ complaints procedure is shown below.

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Searches UK, Unit 2 Gemini Business Centre,136-140 Old Shoreham Road, Hove, East Sussex, BN3 7BD, Tel: 0845 241 1815, Email: enquiries@searchesuk.co.uk , which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

THE CODE'S CORE PRINCIPLES
Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS
If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOS CONTACT DETAILS
The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP

Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk
Website: www.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

COMPLAINTS PROCEDURE
If you want to make a complaint, we will:

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

Complaints should be sent to:

Faye Stenning
Risk & Compliance Director
Searches UK Limited
136-140 Old Shoreham Road
Hove
East Sussex BN3 7BD

Tel: 01273 229333
Fax: 0845 241 1817
Email: faye@searchesuk.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs)

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury SP1 2BP

Tel: 01722 333306
Email: admin@tpos.co.uk

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

SEARCH REPORT INSURANCE POLICY

Form No.: **SRIP 02/18**
Policy Issuer: **Property Information Exchange Ltd**
Policy Number: **SRIP (E&W)** ***60-095-00434921***

This policy

This policy has been issued by the ***Policy Issuer***, on ***Our*** behalf when issuing the ***Search Report***.
This policy consists of 4 pages, is the entire contract between ***You*** and ***Us***, and is effective from the ***Policy Date***.
The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.
The words in bold italics have the meanings set out within this policy.
Our, ***Us*** and ***We*** mean First Title Insurance plc, company registration number 01112603.

What this policy covers

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

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

Actual Loss *means:*

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

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

Who this policy covers

This policy only insures You, meaning:

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

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

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

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

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;
- should or would be disclosed by question 18 of Form CON29O (2016) (Law Society Copyright).

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.

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

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. No refund of premium will be payable in any circumstance.

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

Data Protection Act 2018 & GDPR

Any information provided to ***Us*** by ***You*** or the ***Policy Issuer*** will be processed by ***Us*** and, if applicable, ***Our*** agents in compliance with the provisions of the Data Protection Act 2018 and the GDPR, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties, including those located outside of the European Economic Area.

Complaints

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

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

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

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

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. ***You*** may be entitled to compensation from the scheme in the unlikely event that ***We*** cannot meet Our financial responsibilities. The FSCS will meet 90% of ***Your*** claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk 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.eu**.

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

Regulation

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

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

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 informtion that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON29O (2016) (Law Society Copyright).
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) and, if applicable, Form CON29O (2016) (Law Society Copyright).
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: i. the single private residential property specified in the ***Search Report***, that is located in England or Wales and in existence as at the ***Policy Date*** and which is and shall be used/continue to be used for residential purposes; or ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.
Search Report	the report that has been issued by the ***Policy Issuer*** and provides responses to the questions and information requested in Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON29O (2016) (Law Society Copy right). The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy. In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of
First Title Insurance plc
By

Authorised Signatory © First Title Insurance plc 2018

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

POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 02/18

keyfacts®

This summary

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

The Insurer

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

Type of insurance

The insurance given under the policy protects against **Actual Loss** suffered as a result of an **Adverse Entry** which affects 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 the **What this policy excludes** sections of the policy.

What does the policy not cover?

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

Limitations of the policy

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

Cancellation terms

Because the interests of a number of persons/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.

Term of the policy

Cover under insurance given under the policy 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.

Claims

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

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

Queries

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

Complaints

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

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

Compensation

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

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.

Property Information Exchange Ltd
Wyvols Court
Basingstoke Road
Swallowfield
Reading
Berkshire
RG7 1WY
United Kingdom

The Financial Conduct Authority ("FCA"). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas, such as Treating Customers Fairly (TCF), is embedded within all firms.
The FCA regulations require us to give you this document. Use this information to decide of our services are right for you.

Whose products do we offer? We only offer title indemnity insurance products from First Title Insurance plc.

What service will we provide you? You will not receive advice or a recommendation from us regarding title indemnity insurance policies.

What will you have to pay us for our services? There is no fee payable to us for organising the title indemnity insurance.

Do we receive commission for our services? We arrange the policy with the insurer on your behalf. We receive commission from the insurer, which is a percentage of the total premium.

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

Title Indemnity Insurance Policies – Demands and Needs

This product meets the demands and needs of those who wish to ensure that their property title indemnity insurance requirements are met now and in the future.

The title indemnity insurance policy products from First Title Insurance plc only cover actual loss as described in the respective policy terms and conditions.

We only deal with First Title Insurance plc for title indemnity insurance policies. First Title Insurance plc being an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Please also refer to the attached policy and retain these documents for future reference.

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