COMMERCIAL REGULATED LOCAL AUTHORITY SEARCH

The complete SEARCH service

573-573a LONDON ROAD, WESTCLIFF-ON-SEA, SS0 9PQ

Your Reference: SRR/SJ/DOE

Search Number: 5412384

Other roadways, footpaths and footways: NONE

Prepared for: DRYSDALES, CUMBERLAND HOUSE, 24-28 BAXTER AVENUE, SOUTHEND ON SEA, SS2 6HZ

Registering Authority(ies): SOUTHEND-ON-SEA BOROUGH COUNCIL

LOCAL LAND CHARGE ENTRIES	
Local Land Charges	**NO**
PLANNING AND BUILDING REGULATIONS	
1.1 a-i Planning decisions and pending applications	**YES**
1.1. j-l Building regulation decisions	**NO**
1.2. Planning designations and proposals	**NO**
ROADS AND PUBLIC RIGHTS OF WAY	
2.1. Roadways, footways and footpaths	**ALL ADOPTED**
2.2 - 2.5. Public rights of way	**NO**
OTHER MATTERS	
3.1. Land required for public purposes	**NO**
3.2. Land to be acquired for road works	**NO**
3.3. Drainage matters	**SEE Q3.3**
3.4. Nearby road schemes	**NO**
3.5. Nearby railway schemes	**NO**
3.6. Traffic schemes	**NO**
3.7. Outstanding notices	**NO**
3.8. Contravention of building regulations	**NO**
3.9. Notices, orders, directions and proceedings under Planning Acts	**NO**
3.10. Community infrastructure levy (CIL)	**YES**
3.11. Conservation area	**NO**
3.12. Compulsory purchase	**NO**
3.13. Contaminated land	**NO**
3.14. Radon gas	**NO**
3.15. Assets of Community Value	**NO**

Prepared by and all enquiries to: The Property Search Group, DX 39758 ROCHFORD63 EASTERN AVENUE, SOUTHEND ON SEA, SS2 5QX
Tel: 01702 460666 Email: nickblyth@propertysearchgroup.co.uk

Signed On behalf of PSG
Date: 02/10/2019

L. N. Blyth

COPSO EXECUTIVE MEMBER

The Property Ombudsman Consumer Redress

SearchCode™

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

573-573a LONDON ROAD, WESTCLIFF-ON-SEA, SS0 9PQ

LOCAL LAND CHARGE REGISTER ENTRIES: Not including any conditional planning consents which, if applicable, are shown in the planning register section below.

1. NONE

PLANNING REGISTER ENTRIES SINCE: 01/01/1990

1. 90/0898 USE WAREHOUSE/STORE AS OFFICE ACCOMMODATION
   PG/C 17/10/1990

2. 14/01781/FUL CHANGE USE OF EXISTING OFFICES (B1) ON 1ST FLOOR TO SELF CONTAINED FLAT (C3)
   PG/C 02/03/2015

BUILDING REGULATION APPLICATIONS SINCE: 01/07/2002

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT

PLANNING AND BUILDING REGULATIONS

Planning and building decisions and pending applications

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

(a) a planning permission	SEE PAGE 2
(b) a listed building consent	NONE SINCE 01/01/1990
(c) a conservation area consent	NONE SINCE 01/01/1990
(d) a certificate of lawfulness of existing use or development	NONE SINCE 01/01/1990
(e) a certificate of lawfulness of proposed use or development	NONE SINCE 01/01/1990
(f) a certificate of lawfulness of proposed works for listed buildings	NONE SINCE 01/01/1990
(g) a heritage partnership agreement	NONE SINCE 01/01/1990
(h) a listed building consent order	NONE SINCE 01/01/1990
(i) a local listed building consent order	NONE SINCE 01/01/1990
(j) building regulations approval	NONE SINCE 01/07/2002
(k) a building regulation completion certificate and	NONE SINCE 01/07/2002
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	NONE SINCE 01/01/2007
How can copies of the decisions be obtained?	PLEASE CONTACT YOUR LOCAL PSG OFFICE WHO WILL OBTAIN COPIES FOR YOU.

The owner or occupier of the property should be asked to produce any such certificate. The seller or developer should be asked to provide evidence of compliance with building regulations.

1.2. Planning designations and proposals

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?	LOCAL DEVELOPMENT FRAMEWORK DEVELOPMENT MANAGEMENT PLAN ADOPTED 23/07/2015: THE PROPERTY HAS NO SPECIFIC DESIGNATION OR PROPOSAL

This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally Proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents.

ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths

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

(a) highways maintainable at public expense	LONDON ROAD - YES
(b) subject to adoption and, supported by a bond or bond waiver	NONE
(c) to be made up by a local authority who will reclaim the cost from the frontagers	NONE
(d) to be adopted by a local authority without reclaiming the cost from the frontagers	NONE

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

Public rights of way

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

The definitive map does not show every public footpath or byway. In addition the scale of definitive maps means that it is not possible to guarantee the precise routes of footpaths as on a detailed map. Clients are recommended to check in other sources if the "Definitive Footpath" passes near to or through the property.

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 purposes

Is the property included in land required for public purposes?	NO

3.2. Land to be acquired for road works

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

3.3. Drainage matters

(a) Is the property served by a sustainable urban drainage system (SuDS)?	3.3 (a)-(c) SCHEDULE 3 OF THE FLOOD WATER MANAGEMENT ACT 2010 HAS NOT YET BEEN ENACTED. AS A RESULT THIS AUTHORITY DOES NOT CURRENTLY RECORD THE INFORMATION THAT WOULD BE USED TO ANSWER THIS QUESTION. PLEASE SEE DETAILS CONTAINED IN PLANNING APPROVALS OR CONTACT THE DEVELOPER
(b) (i) Are there SuDS features within the boundary of the property?	
(ii) If yes, is the owner responsible for maintenance?	
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	

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

3.4. Nearby road schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme	NO
(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	NO
(c) the outer limits of construction works of a proposed alteration or improvement to an existing road involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes	NO
(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes	NO
(e) the centre line of the proposed route of a new road under proposals published for public consultation	NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-round about); (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	NO

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

3.5. Nearby railway schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NO
(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	NO

3.6. Traffic schemes

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

(a) permanent stopping up or diversion	NO
(b) waiting or loading restrictions	NO
(c) one way driving	NO
(d) prohibition of driving	NO
(e) pedestrianisation	NO
(f) vehicle width or weight restriction	NO
(g) traffic calming works including road humps	NO
(h) residents parking controls	NO
(i) minor road widening or improvement	NO
(j) pedestrian crossings	NO
(k) cycle tracks	NO
(l) bridge building	NO

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the Local Authority.
This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.

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 form?

(a) building works	NO
(b) environment	NO
(c) health and safety	NO
(d) housing	NO
(e) highways	NO
(f) public health	NO
(g) flood and coastal erosion risk management	REFER TO THE ENVIROMENT AGENCY: inforequests.gmc@environment-agency.gov.uk

3.8. Contravention of building regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NO

3.9. Notices, orders, directions and proceedings under Planning Acts

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

(a) an enforcement notice	NO
(b) a stop notice	NO
(c) a listed building enforcement notice	NOT APPLICABLE
(d) a breach of condition notice	NO
(e) a planning contravention notice	NO
(f) another notice relating to breach of planning control	NO
(g) a listed building repairs notice	NOT APPLICABLE
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	NOT APPLICABLE
(i) a building preservation notice	NO
(j) a direction restricting permitted development	NO
(k) an order revoking or modifying planning permission	NO
(l) an order requiring discontinuance of use or alteration or removal of building or works	NO
(m) a tree preservation order	NO
(n) proceedings to enforce a planning agreement or planning contribution	NOT APPLICABLE

3.10. Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?	YES - ADOPTED 23/07/2015
(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:	3.10 (b) - (h) NO
(i) a liability notice?	
(ii) a notice of chargeable development?	
(iii) a demand notice?	
(iv) a default liability notice?	
(v) an assumption of liability notice?	
(vi) a commencement notice?	
(c) Has any demand notice been suspended?	
(d) Has the Local Authority received full or part payment of any CIL liability?	
(e) Has the Local Authority received any appeal against any of the above?	
(f) Has a decision been taken to apply for a liability order?	
(g) Has a liability order been granted?	
(h) Have any other enforcement measures been taken?	

3.11. Conservation area

Do the following apply in relation to the property?

(a) the making of the area a conservation area before 31 August 1974	NO
(b) an unimplemented resolution to designate the area a Conservation Area	NO

3.12. Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NO

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)?	
(a) a contaminated land notice	NO
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990	
(i) a decision to make an entry	NO
(ii) an entry	NO
(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

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

Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?	NO

'Radon Affected Area' means a part of the country with a 1% probability or more of present or future homes being above the Action Level.
Further information on Radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers can be found on the Health Protection Agency (HPA) website www.ukradon.org

3.15. Assets of Community Value

(a) Has the property been nominated as an asset of community value?	NO
If so:- (i) Is it listed as an asset of community value?	3.15 (a)(i) - (b)(iii) NOT APPLICABLE
(ii) Was it excluded and placed on the “nominated but not listed” list?	
(iii) Has the listing expired?	
(iv) Is the Local Authority reviewing or proposing to review the listing?	
(v) Are there any subsisting appeals against the listing?	
(b) If the property is listed:	
(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?	
(ii) Has the Local Authority received a notice of disposal?	
(iii) Has any community interest group requested to be treated as a bidder?	

INFORMATION SOURCES:

We have obtained the information to compile this search report from the following sources:

PLANNING AND BUILDING REGULATIONS

The answer(s) to 1.1(a) - (i) were obtained by examining public records

The answer(s) to 1.1(j) - (l) were obtained by examining public records

The answer(s) to 1.2 were obtained by examining public records

ROADS AND PUBLIC RIGHTS OF WAY

The answer(s) to 2.1 (a) - (d) were obtained by examining public records

The answer(s) to 2.2 - 2.5 were obtained by examining public records

OTHER MATTERS

The answer(s) to 3.1 were obtained by examining public records

The answer(s) to 3.2 were obtained by examining public records

The answer(s) to 3.3 were obtained by examining public records

The answer(s) to 3.4 were obtained by examining public records

The answer(s) to 3.5 were obtained by examining public records

The answer(s) to 3.6 were obtained by examining public records

The answer(s) to 3.7 were obtained by examining public records

The answer(s) to 3.8 were obtained by examining public records

The answer(s) to 3.9 were obtained by examining public records

The answer(s) to 3.10 were obtained by examining public records or a written response from the Local Authority or a verbal response from a Local Authority officer

The answer(s) to 3.11 were obtained by examining public records

The answer(s) to 3.12 were obtained by examining public records or a written response from the Local Authority or a verbal response from a Local Authority officer

The answer(s) to 3.13 were obtained by examining public records

The answer(s) to 3.14 was obtained from the indicative atlas of radon in England and Wales

The answer(s) to 3.15 were obtained by examining public records

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:

Adverse Entry	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".
Applicable Data Protection Law	Means the data protection laws applicable in England and Wales at the point of Contract.
Appropriate Body	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).
Charges	Means Our charges for providing the Services, which will be notified to You when You submit Your Order.
Client	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.
Contract	Has the meaning given in clause 3.7.
Data	Means any data regarding You or Your Client You provide Us with when placing an Order and which may include personal data.
Intellectual Property Rights	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.
Order	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.
Ordering Platform	Means the online ordering platform made available to clients.
Privacy Notice	Our notice as found at www.psgconnect.co.uk/privacy/
Property	Means the parcel or parcels of land identified in the Order.
PSG Regulated Drainage Report	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.
PSG Regulated Local Authority Search	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.
Report	Means any report, document or product that We supply You excluding Supplier Reports.
Required Information	Means all information We require about You or your Client to provide the Services and which includes Data.
Search Code	Means the Code of Practice for Search Compilers and Retailers as updated from time to time by the Council of Property Search Organisations (CoPSO).
Search Report	Means a PSG Regulated Drainage Report and/or a PSG Regulated Local Authority Search.
Services	Means Our compilation and/or delivery of Reports and Supplier Reports provided to You in respect of Your Order.
SRIP	Means the search report insurance policy appended to each Search Report and further defined in clause 8.4.
Supplier	Means any third party supplier We use to provide a Supplier Report as part of the Services.
Supplier Report	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.
Supplier Terms	Means the terms and conditions of Suppliers in respect of Supplier Reports incorporated by reference to these Terms and available at www.psgconnect.co.uk/third-party-terms/
Us/We/Our/PSG	Means PSG Connect Limited, PSG Financial Services Limited or one of Our franchised businesses, together The Property Search Group or PSG.
Working Day	Means Mondays to Fridays except bank and public holidays (London)
You/Your	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/) 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/. 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 email@ 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
E-mail: admin@tpos.co.uk

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

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

The 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.

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 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).

PSG© March 2018

SEARCH REPORT INSURANCE POLICY

Form No.: **SRIP 02/18**
***Policy Issuer*:** **PSG Financial Services Ltd**
Policy Number: **SRIP(E&W)60-089- 000000**

This policy

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

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

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

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

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

What this policy covers

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

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

Actual Loss means:

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

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

Who this policy covers

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

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

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

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

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

What this policy excludes

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

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

In the event of a claim

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

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

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

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

Our obligations in the event of a claim

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

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

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

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

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

Limitation and reduction of *Our* liability

We will not be liable to indemnify ***You***:

- if ***We*** remove any matter giving rise to ***Your*** claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if ***We*** have taken any of the actions set out in the ***Our obligations in the event of a claim*** section; and/or

- until litigation, including appeals, in relation to a claim conducted by ***Us*** (or by ***You*** with ***Our*** authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by ***You*** in negotiating or settling any claim or litigation without ***Our*** prior written consent.

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

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

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

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

Subrogation

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

Governing law and jurisdiction

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

Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. See Key Facts document for further information. No refund of premium will be payable in any circumstance.

Privacy Policy

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

Complaints

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

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

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

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

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

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

Financial Services Compensation Scheme

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

Contacting *Us*

We can be contacted via the following methods:

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

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

Regulation

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

Definitions and interpretation

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

Appropriate Body	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
Authorised Expenses	any costs, legal fees and expenses that ***We*** are obliged to pay under this policy and have approved in writing.
Known	having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy.
Market Value	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by ***You*** and ***Us***.
Official Local Authority Search Result	direct responses from an ***Appropriate Body*** to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
Order	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an ***Adverse Entry***.
Policy Date	the date the ***Search Report*** is dated.
Purchase, ***Purchasing***	buying the freehold or leasehold estate in the ***Property***.
Purchased	bought the freehold or leasehold estate in the ***Property***.
Property	either: • the residential property that is in or will be in multiple occupation or consists of more than one residential unit, block of flats/maisonettes, the property used for mixed purposes, the commercial property or the agricultural field specified in the ***Search Report***, that is located in England or Wales, that is in existence as at the ***Policy Date*** and which shall be used/continue to be used as used or developed at the ***Policy Date***; or • the building plot or existing estate/property specified in the ***Search Report***, that is located in England or Wales and that is either: 1. being developed or to be developed as a commercial or residential estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.
Search Report	the report that has been issued by the ***Policy Issuer*** and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

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

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

Signed on behalf of
First Title Insurance plc

By

Authorised Signatory

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POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 02/18

keyfacts®

1. **This summary**

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

2. **The Insurer**

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

3. **Type of insurance**

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

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

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

5. **Limitations of the policy**

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

6. **Cancellation terms**

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

7. **Term of the policy**

   Cover under insurance given under the policy starts on the ***Policy Date*** as defined within the Search Report Insurance Policy and protects only the persons/parties specified in the ***Who this policy covers*** section of the policy and does not continue to protect any other person or party. Each person/party who is insured should check periodically to ensure that the policy still meets their needs. Please refer to the ***What this policy covers*** section of the policy.

8. **Claims**

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

9. **Queries**

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

10. **Complaints**

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

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

11. Compensation

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

12. Price

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