

REGULATED LOCAL AUTHORITY SEARCH



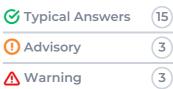
PROPERTY

4 TRINITY CLOSE, **GREAT PAXTON,** ST. NEOTS, **PE19 6YL** UPRN: 100090122364

LOCAL AUTHORITY

HUNTINGDONSHIRE DISTRICT COUNCIL





OTHER ROADWAYS, **FOOTPATHS & FOOTWAYS**



REPORT HIGHLIGHTS



MARNING



MARNING



WARNING



OTHER **MATTERS** (I) ADVISORY



REPORT DETAIL

Client Reference

A-41859

Created

02/09/2025

Prepared For

ACONVEYANCING LIMITED



Report ID

107162

Prepared By

BEAGLE SEARCHES

07837994269

jason@beaglesearches.co.uk



SUMMARY OF ANSWERS

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A LAND CHARGE ENTRIES

Land off Adams Lane / Rectory Close, Great Paxton Section 106 Agreement

Dated 07/11/1991

Refers to 910123

Town and Country Planning Act 1990

Ref:PO.11.91

DATE OF REGISTRATION 11/11/1991

2 Outline Application

Conditional Planning Permission dated 12/11/1991

Residential, open space and ancillary developments

Adams Lane/Rectory Close (land off), Great Paxton.

Application Number: 9100123OUT

Issued to: Galliford Sears Homes Ltd.

designated by virtue of Town and Country Planning Act

1990

DATE OF REGISTRATION 12/11/1991

△ PLANNING APPLICATIONS FROM 01/01/1990

1 9101035REM

Res. dev. (50 dwellings) inc. ancillary works, open space, extension to school playing field and low-cost housing site

Land off Rectory Close/Adams Lane, Great Paxton

Land (Galliford Sears) At Mount Pleasant Great Paxton St Neots Cambridgeshire

Approved 25/11/1991

⚠ BUILDING REGULATIONS FROM 01/01/1990

1 1.1L

2335087CP

GASAFE: Install a gas-fired boiler

Completed: 08/12/2023

2 1.1L

2413001CP

Windows: 7

Doors: 2

Certificate Issued: 26/05/2024 Work Completed: 21/05/2024

OTHER INFORMATION

NO ENTRIES



Q1

PLANNING AND BUILDING DECISIONS AND 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-i Planning Decisions And Pending Applications

(a) a planning permission

Please see Land Charges and Planning information

(b) a listed building consent

None

(c) a conservation area consent

None

(d) a certificate of lawfulness of existing use or development

None

(e) a certificate of lawfulness of proposed use or development

None

(f) a certificate of lawfulness of proposed works for listed buildings

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

1.1 j-l Building Regulation Decisions

(j) building regulations approval

None revealed

(k) a building regulation completion certificate and

None revealed

(I) any building regulations certificate or notice issued in respect of work carried out under a competent-person self-certification scheme?

Please see Building Control information

The Local Authority may not always be aware of such works and enquiries should also be made of the seller.

Planning applications relating to adjacent or adjoining land or properties are not included within this report.

Where the Local Authority applies a cut off date for planning applications and building regulation approvals, for inclusion within their searches, we may be able to search records dated prior to these, but there could be additional charges for this service and the turnaround time could be affected.

(1) 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?

Huntingdonshire's Local Plan to 2036 (adopted 15 May 2019)

Policies affecting the property:

None

Policies within 200m of the property:

None

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.

Q2

ROADS AND PUBLIC RIGHTS OF WAY



2.1 Roadways, Footways And Footpaths

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

(a) highways maintainable at public expense

TRINITY CLOSE - adopted.

- (b) subject to adoption and, supported by a bond or waiver
- (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

If a road, footway or footpath is not a highway, there may be no right to use it and the Local Authority cannot express an opinion without seeing the title plan of the property and carrying out a site inspection. Further enquiries should be made to the Highways Department of the Local Authority.

② 2.2-2.5 Public Rights Of Way

2.2 is any 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?

2.5 if so, please attach a plan showing the approximate route

NOT APPLICABLE

The definitive map is not conclusive proof that no public footpath or byway exists. Additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map. A survey of all paths may not have been completed by the Local Authority and whilst this does not preclude the existence of unrecorded rights of way, the Local Authority may be unaware of any claimed rights of way existing over the area searched.

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?

3.2 Land To Be Acquired For Road Works

Is the property included in land to be acquired for road works?

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 BEEN BROUGHT INTO FORCE, THE LOCAL AUTHORITY IS NOT REQUIRED TO KEEP RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES

(b) are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

SEE 3.3 (a)

(c) if the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

NOT APPLICABLE

Q3



We recommend checking planning applications or with the developer regarding any sustainable drainage systems within the property boundary, for which the new owner will take responsibility for.

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
- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout), or (ii) widening by construction of one or more additional traffic lanes

NO

(d) the outer limits of (i) construction of a new road to be built by a Local Authority (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (iii) construction of a roundabout (other than a mini roundabout), or widening by construction of one or more additional traffic lanes

NO

(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 of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (ii) construction of a roundabout (other than a mini roundabout) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

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.

1 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?

There are a number of proposed railway developments at various stages of design within Cambridgeshire. Please see the County Councils Long Term Transport Strategy for further information. Long Term Transport Strategy | Cambridgeshire County Council

A number of railway level crossings within Cambridgeshire are proposed for closure or modification under Network

Rail's 'Anglia level crossing proposals'. Further information is available at: Anglia level crossing reduction orders - Network Rail

The property is within a Local Authority

area in which there is a proposal to create a Central Section between Bedford and Cambridge. for more information please see: https://eastwestrail.co.uk/

If this property sits near to the Local Authority boundary enquirers are advised to seek further information from the neighbouring Local Authority.



3.6 Traffic Schemes

Has 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

NC

(g) traffic calming works including road humps

NC

(h) residents parking controls

NC

(i) minor road widening or improvement

NC

(j) pedestrian crossings

NO

(k) cycle tracks

NO

(I) 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/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.

If this property sits near to the Local Authority boundary; enquirers are advised to seek further information from the neighbouring Local Authority.

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 ENVIRONMENT AGENCY enquiries@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

NC

(c) a listed building enforcement notice

NOT APPLICABLE

(d) a breach of condition notice

NO

(e) a planning contravention notice

NC

(f) another notice relating to breach of planning control

NC

(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

NC

(I) an order requiring discontinuance of use or alteration or removal of building or works

(m) a tree preservation order

NO

(n) proceedings to enforce a planning agreement or planning contribution

NOT APPLICABLE

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

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

In the case of London Boroughs: The Historic Buildings and Monuments Commission (English Heritage) also had the power to issue building preservation notices for listed buildings in London Boroughs. Further information can be found by contacting the Local Authority.

① 3.10 Community Infrastructure Levy (CIL)

(a) is there a CIL charging schedule?

Huntingdonshire District Council, Charging Schedule came into force on 1st May 2012. Adopted 25th April 2012.

- (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: -
- (b) (i) a liability notice?

NONE

(b) (ii) a notice of chargeable development?

NONE



(b) (iii) a demand notice?

NONE

(b) (iv) a default liability notice?

NONE

(b) (v) an assumption of liability notice?

NONE

(b) (vi) a commencement notice?

NONE

(c) has any demand notice been suspended?

NONE

(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?

NONE

(f) has a decision been taken to apply for a liability order?

NONE

(g) has a liability order been granted?

NONE

(h) have any other enforcement measures been taken?

NONE

3.11 Conservation Area

Do the following apply in relation to the property?

(a) the making of the area a conservation area before 31/08/1974

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

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
- (b) (i) a decision to make an entry

NO

(b) (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 The UK Health Security Agency (UKHSA)?



NO

Radon affected areas are those designated by the UK Health Security Agency (UKHSA). Further information on radon is available at www.ukradon.org

3.15 Assets Of Community Value

(a) has the property been nominated as an asset of community value? If so: -

NC

(a) (i) is it listed as an asset of community value?

NC

(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 Local Authority reviewing or proposing to review the listing?

NOT APPLICABLE

(a) (v) are there any subsisting appeals against the listing?

NOT APPLICABLE

- (b) If the property is listed:
- (b) (i) has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?

NOT APPLICABLE

(b) (ii) has the Local Authority received a notice of disposal?

NOT APPLICABLE

(b) (iii) has any community interest group requested to be treated as a bidder?

NOT APPLICABLE

(i) SOURCES OF INFORMATION

This Regulated Local Authority Search Was Compiled Using The Following Sources Of Information:

A Written Response From The Local Authority Searching Public Records The Indicative Atlas Of Radon In England & Wales

The Local Authority Makes Planning Records Readily Available From 01/01/1990 And Building Control Records Readily Available From 01/01/1990, The Records Have Been Searched Back To Those Dates Only, Should Earlier Planning Or Building Control Records Be Required, These Can Be Obtained By Contacting The Planning Or Building Control Department At The Local Authority Directly At: Huntingdonshire District Council, NULL St Mary's St Huntingdon Huntingdon

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

TYPICAL ANSWER, ADVISORY & WARNING EXPLANATION

A Typical Answer is an expected response to the question and not usually considered to be of concern.

An Advisory is a response that is not usually property specific and needs further consideration.

A Warning is a response of concern that needs further consideration.

These answer category types are for reference purposes only with the intention to aid interpretation of the report.



Terms and Conditions

Definitions

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

Adverse Entry a matter having a detrimental effect on the market value of the Property, and which would or should

have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the

Regulated Search due to the Appropriate Body's error or omission

Appropriate Body means either the local authority or other public body responsible for maintaining the registers

and information that are used to compile an Official Search

Business means an Individual, company, or partnership acting in for purposes of their trade, business or

profession

Charges means the charges for the Services as shown when placing an Order

Customer means a seller, buyer, potential buyer of the Property or lender or any other person with an

interest in the Property

means the Search Code of Practice for Search Compilers and Retailers

Code https://www.copso.org.uk/s/38/search-code

Consumer means any person who places an Order who is not operating as a Business

Contract has the meaning given in clause 1.1

Data Protection Laws means any legislation relating to privacy and data protection and electronic communications as

applicable in England and Wales

Insurance Product(s) means any insurance product which We are able to supply to You

Insured means a buyer and/or lender as the intended recipient of a Regulated Search

Intellectual Property Rights means any copyright, patent, design right (registered or unregistered), service or trademark

(registered or unregistered), database right, or other data right, moral right or know how or any

other intellectual property rights

Material means brochures, price lists and advertisements in any type of media made available to You

from time to time in respect of the Services

Official Search means a report which is compiled and supplied by an Appropriate Body

Optional Services means a transactional service available on the Ordering Platform whether provided by Us or as

an integration with the website / platform of the Supplier

Order means a request for Services made by You or on Your behalf in respect of a single Property or

ransaction

Ordering Platform means Our ordering platform at <u>beagle searches</u>

Privacy Notice means, for a Business, the privacy notice (which includes a data processing notice) (copies are

available upon request) or for a Consumer means the consumer privacy notice at clause 6.4

Property means an address or location relevant to the Services

Regulated Search(es); means a (i) a report providing some of the information contained in a CON29DW (Law Society

copyright) (known as a **Residential Regulated Water and Drainage Search**) or (ii) a water and drainage report relevant to a commercial property (known as a **Commercial Regulated Water and Drainage Search** or (iii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known

as a Regulated Local Authority Search)

Report means any report / search relating to a property or transaction Ordered by You

Search Pack a pre-determined combination of Regulated Searches and Supplier Products.

Services means the supply of any of the services and reports available on the Ordering Platform to You in

accordance with your Order

Supplier means any organisation or third party who provides Supplier Products

Supplier Product means any Report, Optional Service, data or information or Service provided by a Supplier

SRIP means search report insurance policy and further details are provided in clause 4.9

Supplier Terms means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these

Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official

Search

Terms means these terms and conditions of supply

Third Party Terms https://www.elanconvey.co.uk/third-party-terms.pdf

VAT means value added tax under the Value Added Tax Act 1994 and any similar replacement or

additional tax

We, Us, Our Any one or all of Beagle Searches Limited, as relevant to Your account with Us or as relevant to

Insurance Products.

You and Your means the Customer placing the Order or any Business acting on their behalf

Insurance Statement: Beagle Searches Limited is an Introducer Appointed Representative of DUAL Corporate Risks Limited. We are remunerated by DUAL Corporate Risks Limited for any introductions made by us, which lead to customers entering a contract of insurance arranged by DUAL Corporate Risks Limited'. DUAL Asset is a trading name of DUAL Corporate Risks Limited which is authorised and regulated by the Financial Conduct Authority No. 312593. Registered in England and Wales under company number 4160680. Registered Office: One Creechurch Place, London, EC3A 5AF, United Kingdom.

1. Contract

- 1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("Contract").
- We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) we identify a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided is sufficient and correct for Us to deliver the Service.
- 1.4 The Terms in force at the time of the Contract, in conjunction with any relevant Supplier Terms, the Order, the Privacy Notice and Materials (**Provisions**), shall govern the Contract to the exclusion of any other terms and conditions. You agree to be bound by the Provisions when You place an Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are a Business, You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

1. Services

- 1.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).
- 1.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 1.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract, and we are not liable to the transferee for any other liability howsoever arising.

- 1.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches solely for internal audit/review purposes.
- 1.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.
- 1.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.
- 1.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

2. Price and Payment

- 2.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.
- 2.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the Charge for Insurance Products exclusive of IPT in an invoice, but we shall show IPT separately and include it in the total price.
- 2.3 Payment is due in full from You within 30 days from date of invoice unless the payment term varied on the invoice.
- 2.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.
- 2.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 2.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives.
- 2.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel, you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

3. Cancellation of Services / Refunds

These provisions 3.1 to 3.3 apply to You as a Consumer

- 3.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges)
 Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1)
 and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 3.2 do not apply,
 then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days
 of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.
- 3.2 This cancellation right does not apply where.
 - 3.2.1 goods are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
 - 3.2.2 where We have started work on the Services with Your agreement (given in clause 2.5).
- 3.3 To cancel the Contract, You must email <u>support@beaglesearches.co.uk</u> without delay but You should be aware that clause 3.2 Is likely to apply.

Where You are a Consumer or Business

- 3.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.
- 3.5 Following cancellation of the Contract (save for cancellation in accordance with clause 3.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

- 3.6 Any refund, discount or commission We give Is at Our sole discretion.
- 3.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

4. Warranties and liability limits

- 4.1 Save as expressly provided in this clause 4 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 4.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.
- 4.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.
- 4.4 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 4.5 Subject to clause 4.4 We are not liable to You or a Customer;
 - 4.5.1 in respect of any liability (howsoever arising) due to errors in the information You supply to Us;
 - 4.5.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
 - 4.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our
 - 4.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.
- 4.6 With reference to clause 4.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 4.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.
- 4.7 Subject to Clause 4.4 and 4.5 where We have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.
- 4.8 Subject always to the above and the special limit set out in clause 4.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £2 million per claim or series of related
- 4.9 **Regulated Searches Adverse Entries.** In respect of each Regulated Local Authority Search and Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £1 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Water and Drainage Search.
- 4.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 1.3.
- 4.11 We do not accept any liability to any third party except as set out in these Terms.

5. Intellectual Property Rights

- 5.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 5.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 5.

6. Data Protection

- 46.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 6.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 6.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example, We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We

may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed, We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold, and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

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

7. General

- 7.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 7.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 7.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 7.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 7.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 7.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 7.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 7.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 7.9 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.
- 7.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

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Important Consumer Protection Information

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

The Code:

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

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

The Code's core principles - Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

Complaints

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

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

TPOs Contact Details:
The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296

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

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

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

The Group complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to support@beaglesearches.co.uk

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

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



Personal Search Insurance (Local Authority Search)

Schedule Policy Number: GESI 0037077CV Insurer Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 1 Fen Court, London, United Kingdom, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. You can check this on the Financial Services Register by visiting https://register.fca.org.uk/s/. The company who issued the Search Report, being the company named on the front page of the Search Report, being a Search Provider licensee of Elan Technology Group Limited (company number 12866092 whose registered office is at 2 Saffron Court, Wombwell, Barnsley S73 0AP). The person or organisation for whom the Search Report was produced who may be: (i) the owner, lessee or occupier of the Property Insured/You/Your (ii) the potential or actual buyer of the Property (iii) a Mortgagee and added to the Declaration attaching to the Master Policy by the Search Provider. The Property to which a Search has been carried out and which has been added to the Declaration attaching to the **Property** Master Policy by the Search Provider **Limit of Indemnity** The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00. **Premium** None paid by the Insured. Being the date that the Search Report was compiled and the date added to the Declaration attaching to the Master **Inception Date** Policy by the Search Provider. From the Inception Date and continuing for the period of Your interest in the Property or until an Alternative Report is Period of Insurance obtained whichever occurs first. **Insured Use** The continued use of Your Property for residential, commercial or mixed use purposes in England and Wales.

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it.

This Policy is effected by CLS Property Insight Limited as underwriting agent via ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited. ERGO UK Specialty Limited and Great Lakes Insurance UK Limited are part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.





Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

Administrator/We/Us

CLS Property Insight Limited, company number 06993053 with registered office at 85 Great Portland Street, London, W1W 7LT. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under this Policy.

Adverse Matter

- Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report:
 - (i) because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Inception Date; and/or
 - (ii) because the Appropriate Authority did not provide answers to question 3.6 relating to Traffic Schemes, for the purposes of the Search Report at the policy Inception Date.

Alternative Report

A Search Report or Official Search Report carried out on the Property after the Inception Date.

Appropriate Authority

The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.

Fair Market Value

The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.

Declaration

The monthly declaration submitted by the Search Provider to the Insurer via the Administrator.

Loss

Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.

Master Policy

Policy Number GESI 0037077CV which the Search Provider has added to a Declaration submitted to the Administrator each month.

Mortgagee

Any financial institution which has a mortgage or charge secured on the Property on or after the Inception Date.

Official Search Report

Direct responses from an Appropriate Authority to an application made to it under forms LLC1, CON29 or CON29(0).

Registers

Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.

Search Report

The information provided by the Search Provider in respect of the information obtained from the local authority with regards to search forms LLC1, CON29 or CON29(O).

Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 30 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

Protection for Mortgagees and Successors in Title

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to an Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.



Exclusions

- 1. The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- 2. The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- 3. The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
 - (a) disclosed to You in Your Search Report; and/or
 - (b) which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - (c) which first arose after the Inception Date; and/or
 - (d) which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - (e) contained in any other report under forms LLC1, CON29 or CON29(0) provided to You or Your advisers prior to the Inception Date; and/or
 - (f) any matter that would not have been disclosed under forms LLC1, CON29 or CON29(0).
- 4. Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider. For the avoidance of doubt, this exclusion will not apply where a claim is made by the Insured to the Insurer.
- 6. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- 7. The Insurer will not pay Loss in connection with any matters which would or should have been disclosed in replies to enquiries on the TA6 Property Information Form (or similar).
- 8. Any consequential Loss or penalty interest suffered by You.
- 9. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following; (a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but
 - not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident.

 (b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.
 - (c) War, invasion, civil war, rebellion, revolution or a similar event.
 - (d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
- 10. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.

Claims Conditions

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

- It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
- 2. The Insurer will be entitled to participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
 - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
 - (ii). Not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer:
 - (iii). Give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Insured Risk or Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
 - (iv). Inform the Insurer of any proposed meeting with any third party in relation to an Insured Risk or Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
 - (v). conduct all negotiations and proceedings in respect of an Insured Risk or Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;
 - (vi). Provide the Insurer with such other information and assistance in connection with an Insured Risk or Adverse Interest as the Insurer may reasonably request.
- 3. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
- 4. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.



General Conditions

The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

- 1. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
- It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
 - a. disclose the existence of this Policy, other than to:
 - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
 - ii. the Insured's mortgagees or, prospective mortgagees,
 - iii. prospective purchasers, their mortgagees/prospective mortgagees,
 - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
 - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
 - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
 - . make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
- 3. This Policy will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- 4. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
- 5. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
- 6. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
- 7. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
- 8. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
- 9. If any dispute arises as to Fair Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
- 10. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

Cancellation Rights

If cancellation/termination is required, the Insured should contact the Administrator at cancellations@clspropertyinsight.co.uk.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.



Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website https://www.clsl.co.uk/assets/documents/Privacy%20Notice.pdf or contact our Compliance Manager at: 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE or by email: Compliance@clspropertyinsight.co.uk or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of Data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.



Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your Data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Great Lakes UK Limited and ERGO UK Specialty Limited Privacy Notice

Great Lakes UK Limited and ERGO UK Specialty Limited may process certain information in connection with this policy, which may be defined as personal and/or sensitive personal information.

For more detailed information or to contact us, please see the details within the relevant privacy notice (as referred to below) Great Lakes Insurance UK Limited privacy notice:

https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/ jcr_content/renditions/original./Great-Lakes-Insurance-UKInformation-Notice.pdf.

ERGO UK Specialty Limited privacy notice: https://www.ergo-specialty.co.uk/policies/privacy-policy.

Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Personal Search Insurance

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

The policy provides cover for loss arising as a result of:-

- i. inaccurate information being disclosed in your local authority search at the inception date which your search provider relied upon when compiling your search report which later causes a reduction in market value to the property; and or
- ii. missing answers to certain questions of your local authority search (please refer to "Adverse Matter" in the full policy document for the relevant questions) at the inception date, following the local authority not providing answers which later causes a reduction in market value to the property.



What is insured?

- ✓ You are insured for financial loss which you may suffer as a result
 of your local authority search having been compiled with data
 that was defective from the local authority, which your search
 provider than relied upon and used to compile you search,
 including:
 - ✓ Loss in market value;
 - ✓ Legal or professional costs;



What is not insured?

- The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- The Insurer will not cover claims:
 - resulting in from information which was disclosed to You in Your Search Report; and/or
 - where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - which first arose after the Inception Date; and/or
 - which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - contained in any other local authority search provided to You or Your advisors prior to the Inception Date; and/or
 - any matter that would not have been disclosed under forms LLC1, CON29 or CON29(O).
- Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- You consequential Loss or penalty interest suffered by You.
- Loss arising from matters which the insured was aware of prior to the Inception Date.



Are there any restrictions on cover?

! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.



Where am I covered (Geographical Limits)?

✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured or, until another search report has been obtained whichever occurs first.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 30 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 30 days from the inception date.

If the premium is not paid to us within 30 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.



Initial Disclosure Document

To the Intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the Policyholder

Who are we?

CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk.

Whose policies we offer?

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What Services do we provide?

We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status

CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is

The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.

The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to complaints@ergo-commercial.co.uk, or telephone them on 020 3003 7130.

If You are still dissatisfied then You may have a right to refer Your complaint to: The Financial Ombudsman Service

Exchange Tower London E14 9SR

 $0800\,023\,4\,567$ Calls to this number are now free on mobile phones and landlines $0300\,123\,9\,123$ Calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

The Financial Services Compensation Scheme (FSCS) Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from www.fscs.org.uk or by telephone on 0800 678 1100.