

Regulated Personal Search Report

Date of Order: 28/08/2024
Date Search 03/10/2024
Entered:
Case Number: 2859414
Client Reference: 26311134

PROPERTY MADE SUBJECT TO SEARCH

12 VICTOR TERRACE
 BARNSELY
 SOUTH YORKSHIRE
 S70 1UL

CLIENT DETAILS

TM Group Ltd
 1200 Delta Business Park WELTON ROAD
 SWINDON
 SN5 7XZ

LOCAL AUTHORITY

Barnsley Metropolitan Borough
 Council
 LOCAL LAND CHARGES PO BOX
 634
 BARNSELY
 S70 9GG

OTHER ROADWAYS, FOOTPATHS, FOOTWAYS

A Plan is attached	No
Optional enquiries are to be answered (see below)	No
Additional enquiries are to be attached on a separate sheet	No

OPTIONAL ENQUIRIES

- | | | | |
|---|--------------------------|---|--------------------------|
| 4. Road Agreements by Private Bodies | <input type="checkbox"/> | 14. Simplified Planning Zones | <input type="checkbox"/> |
| 5. Advertisements | <input type="checkbox"/> | 15. Land Maintenance Notices | <input type="checkbox"/> |
| 6. Completion Notices | <input type="checkbox"/> | 16. Mineral Consultation and Safeguarding Areas | <input type="checkbox"/> |
| 7. Parks and Countryside | <input type="checkbox"/> | 17. Hazardous Substance Consents | <input type="checkbox"/> |
| 8. Pipelines | <input type="checkbox"/> | 18. Environmental and Pollution Notices | <input type="checkbox"/> |
| 9. Houses in Multiple Occupation | <input type="checkbox"/> | 19. Food Safety Notices | <input type="checkbox"/> |
| 10. Noise Abatement | <input type="checkbox"/> | 20. Hedgerow Notices | <input type="checkbox"/> |
| 11. Urban Development Areas | <input type="checkbox"/> | 21. Flood Defence and Land Drainage Consents | <input type="checkbox"/> |
| 12. Enterprize Zones, Local Development Orders & Bids | <input type="checkbox"/> | 22. Common Land and Town or Village Green | <input type="checkbox"/> |
| 13. Inner Urban Improvement Areas | <input type="checkbox"/> | | |

COMPILED & SUPPLIED BY:

Conveyancing Data Services Limited
 4 The Pavilions
 Ruscombe Business Park
 Ruscombe, RG10 9NN

Tel: 01189 690 839

Email: info@conveyancingdata.com

Company Reg No. 07159470 VAT Reg No: 988993907

Signed:



On behalf of Conveyancing Data Services Limited



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Notes: The Records were searched by Sandra Bartolini who has no, nor is likely to have, any personal or business relationship with any person involved with the sale of the property.

The Search report was prepared by Farista Singh of Conveyancing Data Services who has no, nor is likely to have, any personal or business

relationship with any person involved with the sale of the property.

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



REPORT OF ENTRIES IN THE LAND CHARGES, PLANNING AND BUILDING REGULATIONS REGISTERS

Local Land Charge Register

Part One	General Financial Charge	None Revealed
Part Two	Specific Financial Charge	None Revealed
Part Three	Planning Charge	Article 4 Direction 1/2020 dated 24/06/2021 made under article 4 of the Town and Country Planning (general permitted development) order 2005. Relating to development consisting of a change of use of a building from use falling within class C3 (Dwelling houses) of the schedule to the Town and Country Planning (Use classes) order 1987 (as amended) to use a falling within class C4 (Houses in multiple occupation) of that schedule and remove permitted development rights for this type of development. Planning permission will now be required for change of use from class C3 to C4. Registered 16/09/2021
Part Four	Miscellaneous Charges	Barnsley smoke control order (Kendray) 44 Registered 13/09/1985
Part Five	Fenland Ways Maintenance Charge	None Revealed
Part Six	Land Compensation Entries	None Revealed
Part Seven	New Towns Charges	None Revealed
Part Eight	Civil Aviation Charges	None Revealed
Part Nine	Open Cast Coal Charges	None Revealed
Part Ten	Listed Building Entries	None Revealed
Part Eleven	Light Obstruction Notices	None Revealed
Part Twelve	Land Drainage Schemes	None Revealed

Other Details/ Additional Questions

None



PLANNING AND BUILDING REGULATIONS**1.1 Planning & Building Regulation decisions & pending applications**

The Local Authority makes planning records readily available from 01/04/1974 only and building control records readily available from 01/01/1998 only. The records have been searched back to that date only.

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) Planning Permissions	None Revealed
1.1(b) A Listed Building Consent	Not Applicable
1.1(c) A Conservation Area Consent	Not Applicable
1.1(d) A Certificate of Lawfulness of existing Use or Development	None Revealed
1.1(e) A Certificate of Lawfulness of Proposed Use or Development	None Revealed
1.1(f) A Certificate of Lawfulness of Proposed Works for Listed Buildings	Not Applicable
1.1(g) A Heritage Partnership Agreement	Not Applicable
1.1(h) A Listed Building Consent Order	Not Applicable
1.1(i) A Local Listed Building Consent Order	Not Applicable
1.1(j) Building Regulations Approval	None Revealed
1.1(k) A Building Regulation Completion Certificate and	None Revealed
1.1(l) Any Building Regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	<p>05/5459 Windows Completed 03/03/2005</p> <p>13/09379/GASAFE Gas boiler Completed 04/04/2013</p> <p>Please note, not all Local Authorities record all information or hold documentation relating to such schemes. It is advisable to make additional enquiries with the vendor in order to ascertain if they are aware of any work carried out under a Competent Person Self Certification Scheme and if so, whether they are in possession of any documentation.</p>

How can copies be obtained?

Competent Person Self-Certification Scheme Certificates can be obtained either by requesting copies from the vendor or by contacting the appropriate Scheme Managers direct.

Any planning information detailed within this report is specific to the subject property. You may wish to find out about surrounding planning applications by requesting a 'Know Your Location - Planning' report which can be ordered through us.

1.2 Planning Designations and Proposals

1.2 What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	<p>Barnsley Local Plan Adopted 2019</p> <p>Policies affecting the property: Nature improvement area Settlement Urban Barnsley Urban fabric</p> <p>Policies within 200 metres of the property: Local strategic highway network Green way Greenspace</p>
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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:**

2(a) Highways Maintainable at Public Expense	<p>Victor Terrace is not adopted Osborne Street is adopted</p>
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- Rear / Side Accessways Maintainable at Public Expense
- 2(b) Subject to Adoption and supported by a Bond or Waiver
- 2(c) To be made up by a Local Authority who will reclaim the cost from the frontagers; or
- 2(d) To be adopted by the Local Authority without reclaiming the cost from the frontagers?

For further highways information the council advise we apply in writing with an additional fee, please contact the office if you would like to proceed

Not Applicable

Not Applicable

Not Applicable

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?
- 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?
- 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

None revealed. The public rights of way information revealed on this search has been taken from <https://www.barnsley.gov.uk/services/parks-and-open-spaces/public-footpaths-and-rights-of-way/public-rights-of-way/> It is not the Definitive Map and cannot be regarded as the legal record of public rights of way. It is guidance provided for indicative purposes only. This is particularly important when there are legal consequences arising from information obtained from the map. The information contained within this map has been deemed as more current than the Definitive Map held at the County Council. Should you prefer that only the details of the Definitive Map and Statement are disclosed, please do not hesitate to contact us directly.

No

No

Not Applicable

OTHER MATTERS

Apart from matters entered on the registers of the Local Land Charges, do any of the following matters apply to the property?

3.1 Land Required for Public Purpose

- 3.1 Is the property included in land required for public purposes?

No

3.2 Land to be acquired for Road works

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

No

3.3 Drainage Matters

- 3.3(a) Is the property served by a sustainable urban drainage system (SuDS)?
- 3.3(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?
- 3.3(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge

No

Not Applicable

Not Applicable

3.4 Nearby Road Schemes

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

- 3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;
- 3.4(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

None revealed in available Public Register

None revealed in available Public Register



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- 3.4(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;
- 3.4(d) The outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;
- 3.4(e) The centre line of the proposed route of a new road under proposals published for public consultation; or
- 3.4(f) The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

3.5 Nearby Railway schemes

- 3.5(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- 3.5(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

None revealed in available Public Register

HS2: The second phase of the Governments proposed High Speed train line (HS2 Phase 2) was announced 28/01/2013. Information/maps in respect of the proposed route are available online at www.hs2.org.uk (Department for Transport)

<https://www.hs2.org.uk/where/route-map/#16/51.3700/0.5349>

Please note, the remainder of the planned HS2 route has recently been abandoned. As a result the answer to this question is subject to change

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named on the front page) which are within 200 metres of the boundaries of the property –

- 3.6(a) Permanent stopping up or diversion;
- 3.6(b) Waiting or loading restrictions;
- 3.6(c) One way driving;
- 3.6(d) Prohibition of driving;
- 3.6(e) Pedestrianisation;
- 3.6(f) Vehicle width or weight restricting;
- 3.6(g) Traffic calming works including road humps;
- 3.6(h) Residents parking controls;
- 3.6(i) Minor road widening or improvement;
- 3.6(j) Pedestrian crossings;
- 3.6(k) Cycle tracks; or
- 3.6(l) Bridge Building

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register



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?

3.7(a)	Building Works	None registered with Land Charges
3.7(b)	Environment	None registered with Land Charges
3.7(c)	Health and Safety	None registered with Land Charges
3.7(d)	Housing	None registered with Land Charges
3.7(e)	Highways	None registered with Land Charges
3.7(f)	Public Health	None registered with Land Charges
3.7(g)	Flood and Coastal Erosion Risk Management	None registered with Land Charges

3.8 Contravention of Building Regulations

3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	None Known
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3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

3.9(a)	An enforcement notice;	No
3.9(b)	A stop notice;	No
3.9(c)	A listed building enforcement notice;	Not Applicable
3.9(d)	A breach of condition notice;	No
3.9(e)	A planning contravention notice;	No
3.9(f)	Another notice relating to breach of planning control;	No
3.9(g)	A listed buildings repairs notice;	Not Applicable
3.9(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	Not Applicable
3.9(i)	A building preservation notice;	No
3.9(j)	A direction restricting permitted development;	No
3.9(k)	An order revoking or modifying planning permission;	No
3.9(l)	An order requiring discontinuance of use or alteration or removal of building or works;	No
3.9(m)	A tree preservation order; or	No
3.9(n)	Proceedings to enforce a planning agreement or planning contributions?	No

3.10 Community Infrastructure Levy (CIL)



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3.10(a) Is there a CIL charging schedule?

No

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) A liability notice?

No

i

3.10(b) A notice of chargeable development?

No

ii

3.10(b) A demand notice?

No

iii

3.10(b) A default liability notice?

No

iv

3.10(b) An assumption of liability notice?

No

v

3.10(b) A commencement notice?

No

vi

3.10(c) Has any demand notice been suspended?

No

3.10(d) Has the Local Authority received full or part payment of any CIL liability?

No

3.10(e) Has the Local Authority received any appeal against any of the above?

No

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

No

3.10(g) Has a liability order been granted?

No

3.10(h) Have any other enforcement measures been taken?

No

3.11 Conservation Area

Do the following apply in relation to the property –

3.11(a) The making of the area a Conservation Area before 31 August 1974

No

3.11(b) An unimplemented resolution to designate the area a Conservation Area?

No

3.12 Compulsory Purchases

3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

No

3.13 Contaminated Land

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

3.13(a) A contaminated land notice;

No

3.13(b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or

No

3.13(c) Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

No

The Environmental Act 1995 has introduced a new contaminated land regime (under Part 11A Environmental Protection Act 1990), which became effective in April 2000.

As a consequence Local Authorities are under a duty to prepare reports on contamination in their respective areas and to prepare an appropriate local strategy. Local Authorities must from time to time inspect their areas for sites that are contaminated, and to take appropriate action against



those seriously contaminated.

Local Authorities are to also keep registers of remediation notices and contaminated land sites identified under S.78R. This will not be a listing of contaminated sites but will be a list of sites identified as contaminated in respect of which remediation notices have been served and will include information about the condition of the land in question.

3.14 Radon Gas

- 3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?

Yes. For further information you should refer to the Environmental Search. If you dont have access to a report please contact us to order one

Further information about Radon Gas can be obtained from <https://www.gov.uk/government/organisations/public-health-england> or <http://www.wales.nhs.uk/sitesplus/888/page/81979/>

3.15 Assets of Community Value

Has the property been nominated as an asset of community value? If so:-

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

No

- 3.15(a) Is it listed as an asset of community value?

No

- 3.15(a) Was it excluded and placed on the "nominated but not listed" list?

No

- 3.15(a) Has the listing expired?

Not Applicable

- 3.15(a) Is the Local Authority reviewing or proposing to review the listing?

Not Applicable

- 3.15(a) Are there any subsisting appeals against the listing?

Not Applicable

If the property is listed

- 3.15(b) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?

Not Applicable

- 3.15(b) Has the Local Authority received a notice of disposal?

Not Applicable

- 3.15(b) Has any community interest group requested to be treated as a bidder?

Not Applicable

SPECIFIC INFORMATION SOURCES USED TO COMPLETE PART 1 OF THIS REPORT

Inspection of the Local Land Charges Register.

Inspection of the Planning Register.

Inspection of the Local or Unitary Development Plans.

Inspection of the Register of Adopted Highways.

Inspection of the Councils Transport & Policies Program.

Inspection of the Local and/or County Council websites.

Inspection of Government/Environment Agency websites.

Enquiries made verbally to a member of the Council.

Enquiries made of an Internal Proprietary Database (IPD).



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Inspection of the Enforcement, Stop and breach of Conditions Register.

Inspection of the Tree Preservation Order Register.

Inspection of the Conservation Order Register.

Inspection of the Contaminated Land Register.

Inspection of Ordnance Survey Mapping

Radon Data Source: Groundsure Ltd.

<https://www.gov.uk/government/collections/community-infrastructure-levy-appeal-decisions>

<http://CiL.quod.com>



Additional Information

Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local Unitary Development Plans, the Register of Adopted Highways, the councils Transport Policies Programme, the local and/or county websites. If you wish to obtain copies of any documents you should submit a written application to the council offices detailed above.

TERMS AND CONDITIONS – Personal Local Authority Searches

For the purposes of these terms and conditions any references to ‘the company’ means Conveyancing Data Services Ltd (CDS) or the compiler shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only. In providing search reports and services we will comply with the Search Code.
 2. Search requests made via CDS Online must include full postal address. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
 3. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
 4. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
 5. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
 6. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
 7. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
 8. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
 9. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
 10. Where the client requests ‘copy documents’ from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
 11. Where the client requests additional Con 29 Part II enquiries the company undertakes to inform the client of any additional fees at the point of order.
 12. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company’s control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
 13. Search Reports can be downloaded from the CDS Online web site.
 14. The company and any third party Search Agents liability will be limited to an amount not exceeding £10 million in respect of any individual claim through the company’s Professional Indemnity policy.
 15. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £10 million. If the Client subsequently discovers that the property value exceeds £10 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
 16. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
 17. Search Reports remain the property of the company until all agreed terms have been fulfilled.
 18. The company reserves the right to withhold results until payment has been received.
 19. All information held by the company is covered by the Data Protection Act 2018 which include provision for compliance with the General Data Protection Regulations (GDPR). Our Privacy Policy explains how we store, protect and use your personal data and can be viewed at http://www.conveyancingdata.com/pub/privacy_statement_final_for_cd.pdf.
 20. Each search is deemed to be an individual contract governed by English Law.
 21. The company maintains contractual relationships with clients and suppliers who are involved in the Conveyancing process in the UK; to the knowledge of the company no person who;
 - a. Conducted the search
 - b. Prepared the search report
- has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.
22. Independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint 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 his final decision.
 23. The company’s complaints procedure is shown below.



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by **Conveyancing Data Services Ltd (4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T: 0118 9690839)** which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to: Claire Masters, Head of Search Production. Conveyancing Data Services Ltd, 1200 Delta Business Park, Swindon, SN5 7XY.
T:0118 9690839. Email: info@conveyancingdata.com.

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

Case/Search Number: 2859414

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 04/14

Policy Issuer: Conveyancing Data Services Ltd

Policy Number: SRIP (E&W) 60-076- 2859414

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.

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. 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* Risk and 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	direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part
Search Result	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	the single private residential property specified in the Search Report , that is located in England or Wales and in existence as at the Policy Date and which shall continue to be used for residential purposes.
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

© First Title Insurance plc 2019

Case/Search Number: 2859414

Conveyancing Data Services Ltd
4 The Pavilions
Ruscombe Business Park
Ruscombe
RG10 9NN

The Financial Conduct Authority ("FCA"). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on ensuring the protection of customers, is embedded within all firms.

The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

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

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

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

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

Who regulates us? **Conveyancing Data Services Ltd** is an appointed representative of First Title Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Conveyancing Data Services Ltd's Registration number is 531163. You can check this on the FCA's Register by visiting the FCA's website <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.

Title Indemnity Insurance Policies – Demands and Needs

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

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

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

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

First Title Insurance plc is the Insurer for your Policy and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority with reference number 202103. First Title Insurance plc is registered in England under company number 01112603. Registered office: ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it 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 this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00.
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.

- ✓ The risk insured is:
Actual Loss 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.

- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.



What is not insured?

First Title Insurance plc will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from risks or Adverse Entries that:

- ✗ You create, allow or agree to at any time;
- ✗ Are known to You but not to First Title Insurance plc 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;
- ✗ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



Are there any restrictions on cover?

- ! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - ! You refuse to co-operate with First Title Insurance plc;
 - ! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);
 - ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;

- ! the use of the Property is not as a single private residential property;
- ! First Title Insurance plc's maximum liability under the policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for the single private residential property specified in the Search Report that is located in England or Wales and in existence at Policy Date.



What are my obligations?

- You must :
 - continue to use the Property for residential purposes;
 - notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a claim under the policy;
 - produce 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;
 - co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
 - not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
 - transfer all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
 - in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
 - not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
 - within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
 - comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to You.



When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of Your relevant interest in the Property.



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.

No refund of premium will be payable in any circumstance.

Case/Search Number: 2859414