

Personal Search Report (Con29 2016) - Regulated

**Date of Order:** 14/07/2016  
**Date Search Entered:** 14/07/2016  
**Case Number:** 591637  
**Client Reference:** SAMPLE/2016

**PROPERTY MADE SUBJECT TO SEARCH**

1 Sample Street  
 Sample  
 Sample  
 SAM PLE

**CLIENT DETAILS**

PGS Solicitors Ltd  
 THE OLD FORGE CHURCH ROAD  
 HEDENHAM  
 BUNGAY  
 NR35 2LF

**LOCAL AUTHORITY**

City of Wakefield Metropolitan District Council  
 TOWN HALL WOOD STREET  
 WAKEFIELD  
 WF1 2HQ

**OTHER ROADWAYS, FOOTPATHS, FOOTWAYS**

A Plan in Duplicate 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  
 61/63 Crockhamwell Road  
 Woodley  
 Berkshire, RG5 3JP

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 Fax: 01189 272 387  
 Email: [info@conveyancingdata.com](mailto:info@conveyancingdata.com)

Company Reg No. 07159470 VAT Reg No: 988993907



Scan for link to Conveyancing Glossary

Signed:



On behalf of Conveyancing Data Services Limited

Notes: The Records were searched by David Kaye 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 Susan Sanashee 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	<p>Application no: 04/99/SAM PLE Conservatory to rear. Decision. Approved with conditions: 14/07/04. Registered: 14/07/04</p> <p>Application no: 79/99/SAMPLE/E Erection of 169 dwellings including all roads, footpaths, garages and garage positions. Decision. Approved with conditions: 04/09/79. Registered: 04/09/79</p> <p>Agreement ref: AG/52/SAMPLE/0/0 dated: 12/09/75 made under Section 52 Town and Country Planning Act 1990 and Section 126 Housing Act 1974. Registered: 12/09/75</p>
Part Four	Miscellaneous Charges	Wakefield Smoke Control Order No: Crofton No: 1 SCCSW issued: 15/03/93 under Section 11 of the Clean Air Act 1956. Registered: 01/12/89
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

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**Other Details/ Additional Questions**

None

### 1.1 Planning & Building Regulation decisions & pending applications

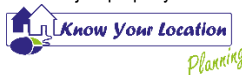
The Local Authority makes planning records readily available from 31/12/1999 only and building control records readily available from Not Applicable only. The records have been searched back to that date only. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements-

1.1(a) Planning Permissions	Application no: 04/99/SAMPLE Conservatory to rear. Decision. Approved with conditions: 14/07/04  Application no: 79/99/SAMPLE/E Erection of 169 dwellings including all roads, footpaths, garages and garage positions. Decision. Approved with conditions: 04/09/79  Application no: 75/99/SAMPLE Residential development. Decision. Approved with conditions: 11/09/75  Application no: 78/99/SAMPLE/D Erection of 182 dwellings including roads, footpaths garages and garage positions. Decision. Withdrawn: 22/05/79
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?	None. Please note, a negative response does not necessarily mean that there has been no work carried out under a Competent Person Scheme as not all Local Authorities record 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

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?	The Town and Country Planning (England) Regulations 2012 (as revised) and the National Planning Framework (2012) require Local Authorities to produce a New Local plan. Where appropriate, this will incorporate any work already carried out during the preparation / adoption of the Local Development Framework  Wakefield Metropolitan District Local Development Framework adopted April 2009 incorporating saved parts of the Wakefield Metropolitan District Unitary Development Plan First Alteration adopted January 2003  Within Development Limits Wakefield Urban Area Sub Regional City Mineral Safeguarding Area Limits of Shallow Coal Resources  Community Infrastructure Levy 2016 Charging Zone High. £55.00 per sq. metre
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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 (via boxes B and C) are:

2(a) Highways Maintainable at Public Expense	Sample Street is maintained at public expense
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Rear / Side Accessways Maintainable at Public Expense

		The rear accessway is not maintained at public expense
2(b)	Subject to Adoption and supported by a Bond or Waiver	Not Applicable
2(c)	To be made up by a Local Authority who will reclaim the cost from the frontagers; or	Not Applicable
2(d)	To be adopted by the Local Authority without reclaiming the cost from the frontagers?	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?	None
2.3	Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	No
2.4	Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No
2.5	If so, please attach a plan showing the approximate route	Not Applicable

## 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
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### 3.2 Land to be acquired for Road works

3.2	Is the property included in land to be acquired for road works?	No
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### 3.3 Drainage Matters

3.3(a)	Is the property served by a sustainable urban drainage system (SuDS)?	No
3.3(b)	Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	No
3.3(c)	If the property benefits from a SuDS for which there is a change, who bills the property for the surface water drainage charge	Not Applicable
	How can copies of relevant documentation be obtained?	In writing from the Local Authority

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

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?

### 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
Yes: The second Phase of the Governments proposed High Speed train line (HS2 Phase 2) was announced 28/01/13. Information / maps in respect of the proposed route are available online at <a href="http://www.hs2.org.uk">www.hs2.org.uk</a> (Department for Transport).

### 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
None
None
None
None
None
None
None
None
None
None
None
None
None

### 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  
 3.7(b) Environment  
 3.7(c) Health and Safety  
 3.7(d) Housing  
 3.7(e) Highways  
 3.7(f) Public Health  
 3.7(g) Flood and Coastal Erosion Risk Management

None registered with Land Charges
None registered with Land Charges
None registered with Land Charges
None registered with Land Charges
None registered with Land Charges
None registered with Land Charges
None registered with Land Charges

### 3.8 Contravention of Building Regulations

- 3.8 Has a local authority authorised in relation to the property any

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)

3.10(a)	Is there a CIL charging schedule?	Yes. Wakefield Council Community Infrastructure Levy (CIL) Charging Schedule 2016
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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)i	A liability notice?	No
3.10(b)ii	A notice of chargeable development?	No
3.10(b)iii	A demand notice?	No
3.10(b)iv	A default liability notice?	Not Applicable
3.10(b)v	An assumption of liability notice?	Not Applicable
3.10(b)vi	A commencement notice?	Not Applicable
3.10(c)	Has any demand notice been suspended?	Not Applicable
3.10(d)	Has the Local Authority received full or part payment of any CIL liability?	Not Applicable
3.10(e)	Has the Local Authority received any appeal against any of the above?	Not Applicable
3.10(f)	Has a decision been taken to apply for a liability order?	Not Applicable
3.10(g)	Has a liability order been granted?	Not Applicable
3.10(h)	Have any other enforcement measures been taken?	Not Applicable

### 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)i Is it listed as an asset of community value?

No

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

No

3.15(a)iii Has the listing expired?

No

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

Not Applicable

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

Not Applicable

If the property is listed

3.15(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

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

Not Applicable

3.15(b)iii 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).

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 £2 million in respect of any individual claim.
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 £2 million. If the Client subsequently discovers that the property value exceeds £2 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
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.
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 reporthas 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](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with 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 (61-63 Crockhamwell Road, Woodley, Berkshire, RG5 3JP. 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 loss 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](mailto:admin@tpos.co.uk)

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

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

### 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: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 61-63 Crockhamwell Road, Woodley, Berkshire, RG5 3JP. T:0118 9690839. Email: [info@conveyancingdata.com](mailto: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](mailto:admin@tpos.co.uk).

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

**Case/Search Number: 591637**

# SEARCH REPORT INSURANCE POLICY

**Form No.:** SRIP 04/14  
**Policy Issuer:** Conveyancing Data Services Ltd  
**Policy Number:** SRIP (E&W) 60-076- 591637

## 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 to act and **We** will not be liable for and will not pay the fees of any other lawyer.

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

**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.

## Data Protection Act 1998

Any information provided to *Us* by *You* or the *Policy Issuer* will be processed by *Us* and, if applicable, *Our* agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties, including those located outside of the European Economic Area.

## Complaints

*We* intend to give *You* the best possible service but if *You* do have any questions or concerns about this policy or the handling of a claim, *You* should, in the first instance, contact *Our* 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 [riskandcompliance@firsttitle.eu](mailto:riskandcompliance@firsttitle.eu).

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

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

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

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

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet Our financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at [www.fscs.org.uk](http://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 Legal & Claims Department; and/or
- by e-mail, to [legal&claims@firsttitle.eu](mailto:legal&claims@firsttitle.eu).

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

## Regulation

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

## Definitions and interpretation

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

<b>Appropriate Body</b>	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).
<b>Authorised Expenses</b>	any costs, legal fees and expenses that <b>We</b> are obliged to pay under this policy and have approved in writing.
<b>Known</b>	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.
<b>Market Value</b>	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by <b>You</b> and <b>Us</b> .
<b>Official Local Authority</b>	direct responses from an <b>Appropriate Body</b> to an application made to it under Forms LLC1 and Part
<b>Search Result</b>	1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
<b>Order</b>	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an <b>Adverse Entry</b> .
<b>Policy Date</b>	the date the <b>Search Report</b> is dated.
<b>Purchase, Purchasing</b>	buying the freehold or leasehold estate in the <b>Property</b> .
<b>Purchased</b>	bought the freehold or leasehold estate in the <b>Property</b> .
<b>Property</b>	the single private residential property specified in the <b>Search Report</b> , that is located in England or Wales and in existence as at the <b>Policy Date</b> and which shall continue to be used for residential purposes.
<b>Search Report</b>	the report that has been issued by the <b>Policy Issuer</b> 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 2014

**Case/Search Number: 591637**

# POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 04/14



## This summary

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

## The Insurer

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

## Type of insurance

The insurance given under the policy protects against actual loss suffered because of an **Adverse Entry** which existed, or should have existed, in the records of an Appropriate Body and affected the **Property** at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the *What this policy covers* section of the policy.

## What does the policy not cover?

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

## Limitations of the policy

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

## Cancellation terms

Because the interests of a number of persons may all be protected at the same time by the insurance given under the policy in relation to each individual **Property**, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See *Cancelling this policy* section of the policy.

## Term of the policy

Cover under insurance given under the policy protects only the persons specified in the *Who this policy covers* section of the policy and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to the *What this policy covers* section of the policy.

## Claims

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

## Queries

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

## Complaints

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

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

## Compensation

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

## Price

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

**Case/Search Number: 591637**



Conveyancing Data Services Ltd  
61/63 Crockhamwell Road  
Woodley, Berkshire, RG5 3JP

- 1 **The Financial Conduct Authority** ("FCA"). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas such as Treating Customers Fairly (TCF) is embedded within all firms.  
The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.
  - 2 **Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.
  - 3 **Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.
  - 4 **What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.
  - 5 **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. Registration number is 202103. You can check this on the FCA's Register by visiting the FCA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.
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#### Search Report Insurance Policy

##### Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Conduct Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon 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 and a subsidiary of The First American Financial Corporation. First American Financial Corporation is a leading global provider of title insurance for residential and commercial real estate transactions.

*Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.*