

AUCTION PACK For 3 Stansfield Place BRADFORD BD10 8PX The electronic official copy of the register follows this message.

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HM Land Registry



Official copy of register of title

Title number WYK384803 Edition date 29.01.2021

- This official copy shows the entries on the register of title on 21 DEC 2022 at 12:18:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 Dec 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : BRADFORD

- (18.02.1987) The Freehold land shown edged with red on the plan of the 1 above Title filed at the Registry and being 3 Stansfield Place, Bradford (BD10 8PX).
- The land has the benefit of the following rights granted by but is 2 subject to the following rights reserved by a Conveyance of the land in this title dated 11 December 1926 made between (1) The Bradford Second Equitable Benefit Building Society (Society) (2) Arthur William Heap and Tom Johns Robinson (Vendors) and (3) Mary Easto (Purchaser):-

"Together with the right (in common with the owners and occupiers for the time being of the dwellinghouse no. 4 Stansfield Place aforesaid) to the use of the water closet now used in connection with the dwellinghouse hereby conveyed and situate on the North Westerly side of the dwellinghouses no. 8 Stansfield Place aforesaid the Purchaser paying on demand one half of the expense of maintaining and repairing the same And Also the right (in common with the owners and occupiers for the time being of the dwellinghouse nos. 1,2,4,5,6,7 and 8 Stansfield Place aforesaid) to the use of the ashes place adjoining the said water closet the Purchaser paying on demand one eighth of the expense of maintaining and repairing the same Together with general and unrestricted rights of way at all times hereafter and for all purposes (in common with the Vendors and the Society and all other persons entitled or hereafter to become entitled to the like privilege) over and along the whole of Stansfield Place and Tomlinson Road aforesaid and all other streets and roads communicating therewith over which the Vendors and the Society have power to grant rights of way And Also the right to use (in common as aforesaid) the common sewers made under Stansfield Place and Tomlinson Road aforesaid Reserving Nevertheless unto the Vendors and the Society general and unrestricted rights of way at all times hereafter and for all purposes in common with the Purchaser and all other persons entitled or hereafter to become entitled to the like privilege) over and along the moieties hereby conveyed of Stansfield Place and Tomlinson Road aforesaid And Also the right to use (in common as aforesaid) the common sewers thereunder And Also liberty and authority to grant such rights of way and drainage as are hereby reserved to others And Also reserving to the owners and occupiers for the time being of the dwellinghouse no. 4 Stansfield Place aforesaid the use of the water closet now used in connection with

A: Property Register continued

such last mentioned dwellinghouse and situate on the South Westerly side of the dwellinghouse no.8 Stansfield Place aforesaid And Also the right to use the said as his place in common with the Purchaser and the owners and occupiers for the time being of the dwellinghouses nos. 1,2,4,5,6,7 and 8 Stansfield Place aforesaid such last mentioned persons paying on demand one eighth of the expense of maintaining and repairing the same."

NOTE: Tomlinson Road is the roadway on the North West side partly included in this title.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (16.02.1990) PROPRIETOR: SYLVIA VIRGINIA GRAY of 3 Stansfield Place, Idle, Bradford, W Yorkshire BD10 8PX.
- 2 (27.01.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21 December 2005 in favour of Bluestone Mortgages Limited referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (27.01.2006) REGISTERED CHARGE dated 21 December 2005.
- 2 (18.05.2006) Proprietor: BLUESTONE MORTGAGES LIMITED (Co. Regn. No. 2305213) of 3rd Floor, 22 Chancery Lane, London WC2A 1LS.
- 3 (24.01.2007) Equitable charge created by Interim Charging order of the Watford County Court dated 15 January 2007 in favour of Spreadex Limited.

NOTE: Copy filed.

4 (15.03.2007) Equitable charge created by a Final charging order of the Watford County Court dated 5 March 2007 in favour of Spreadex Limited.

NOTE: Copy filed.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

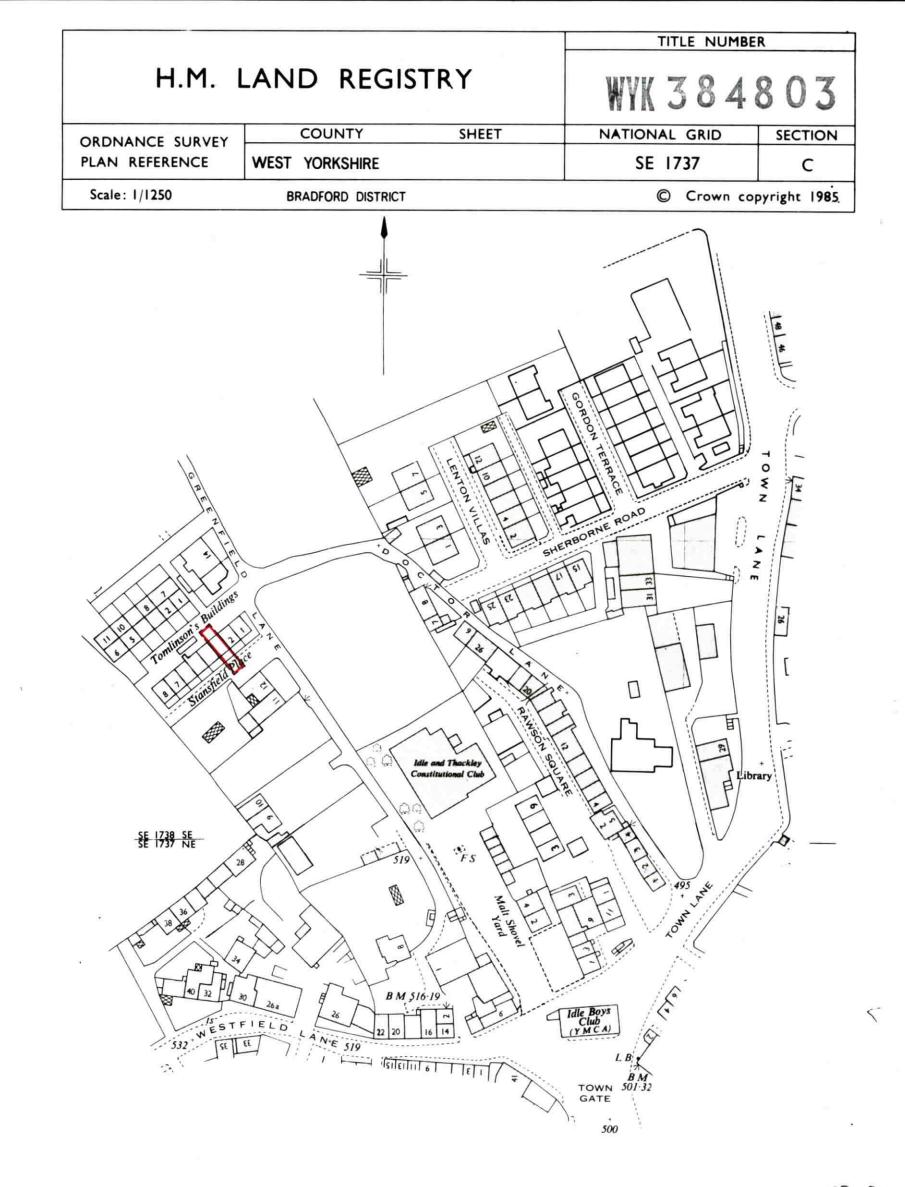
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 21 December 2022 shows the state of this title plan on 21 December 2022 at 12:18:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Nottingham Office .

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Energy performance certificate (EPC)

3, Stansfield Place BRADFORD BD10 8PX	Energy rating	Valid until:	8 July 2025
	D	Certificate number:	0530-2873-7336-9405-2085
Property type Mid-terrace house			
Total floor area	50 square metres		

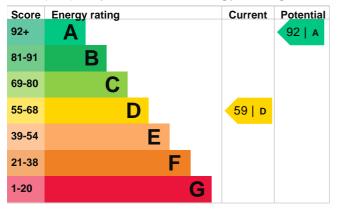
Rules on letting this property

Properties can be let if they have an energy rating from A to E.

You can read guidance for landlords on the regulations and exemptions (https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standardlandlord-guidance).

Energy efficiency rating for this property

This property's current energy rating is D. It has the potential to be A.



Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

the average energy rating is D the average energy score is 60

Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Sandstone or limestone, as built, no insulation (assumed)	Poor
Roof	Pitched, 150 mm loft insulation	Good
Window	Some double glazing	Poor
Main heating	Boiler and radiators, mains gas	Good
Main heating control	No time or thermostatic control of room temperature	Very poor
Hot water	From main system	Good
Lighting	Low energy lighting in 13% of fixed outlets	Poor
Floor	To unheated space, no insulation (assumed)	N/A
Secondary heating	Room heaters, mains gas	N/A

Primary energy use

The primary energy use for this property per year is 371 kilowatt hours per square metre (kWh/m2).

Additional information

Additional information about this property:

• Stone walls present, not insulated

Environmental impact of this property

This property's current environmental impact rating is D. It has the potential to be A.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO2) they produce.

Properties with an A rating produce less CO2 than G rated properties.

An average household produces	6 tonnes of CO2
This property produces	3.3 tonnes of CO2
This property's potential production	0.6 tonnes of CO2

By making the <u>recommended changes</u>, you could reduce this property's CO2 emissions by 2.7 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from D (59) to A (92).

Step	Typical installation cost	Typical yearly saving
1. Internal or external wall insulation	£4,000 - £14,000	£124
2. Floor insulation (suspended floor)	£800 - £1,200	£64
3. Draught proofing	£80 - £120	£16
4. Low energy lighting	£35	£26
5. Heating controls (programmer, thermostat, TRVs)	£350 - £450	£55
6. Solar water heating	£4,000 - £6,000	£30
7. Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£55
8. Solar photovoltaic panels	£5,000 - £8,000	£251

Paying for energy improvements

You might be able to get a grant from the <u>Boiler Upgrade Scheme (https://www.gov.uk</u>/<u>guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022</u>). This will help you buy a more efficient, low carbon heating system for this property.

Estimated energy use and potential savings

Estimated yearly energy cost for this property	£778
Potential saving	£372

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The potential saving shows how much money you could save if you <u>complete each</u> recommended step in order.

Find ways to save energy in your home.

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Estimated energy used to heat this property				
Type of heating	Estimated energy used			
Space heating	9539 kWh per year			
Water heating	1704 kWh per year			
Potential energy savings by installing insulation				
Type of insulation Amount of energy saved				
Loft insulation	158 kWh per year			
Solid wall insulation	2409 kWh per year			

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	Gary Honey
Telephone	01942 369260
Email	karenmc611@hotmail.co.uk

Accreditation scheme contact details

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor ID	EES/017322
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

Assessment details

Assessor's declaration	No related party
Date of assessment	7 July 2015
Date of certificate	9 July 2015
Type of assessment	RdSAP



PROPERTY MADE SUBJECT TO SEARCH

City of Bradford Metropolitan District Council

3 STANSFIELD PLACE

BRADFORD **BD10 8PX**

BRADFORD

BD1 5RW

No No No

LOCAL AUTHORITY

6th Floor Jacobs Well

Regulated Personal Search Report

Date of Order:	10/01/2023
Date Search Entered:	19/01/2023
Case Number:	2369769
Client Reference:	527590
	021000

CLIENT DETAILS

Assured Sales and Progression Ltd ASSURED SALE & PROGRESSION, THE BARRACKS WAKEFIELD ROAD PONTEFRACT **WF8 4HH**

OTHER ROADWAYS, FOOTPATHS, FOOTWAYS

A Plan is attached	
Optional enquiries are to be answered (see below)	
Additional enquiries are to be attached on a separate sheet	

OPTIONAL ENQUIRIES

4.	Road Agreements by Private Bodies	14.	Simplified Planning Zones	
5.	Advertisements	15.	Land Maintenance Notices	
6.	Completion Notices	16.	Mineral Consultation and Safeguarding Areas	
7.	Parks and Countryside	17.	Hazardous Substance Consents	
8.	Pipelines	18.	Environmental and Pollution Notices	
9.	Houses in Multiple Occupation	19.	Food Safety Notices	
0.	Noise Abatement	20.	Hedgerow Notices	
1.	Urban Development Areas	21.	Flood Defence and Land Drainage Consents	
2.	Enterprize Zones, Local Development Orders & Bids	22.	Common Land and Town or Village Green	
3.	Inner Urban Improvement Areas			

COMPILED & SUPPLIED BY:

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

Tel: 01189 690 839

Email: info@conveyancingdata.com

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Company Reg No. 07159470 VAT Reg No: 988993907



On behalf of Conveyancing Data Services Limited

Notes: The Records were searched by Lauren Chapman 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 Natalie Bonewell 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	Conservation area registered: 17/07/1978 no further information available.
Part Four	Miscellaneous Charges	Smoke control order clean air act 1956 section 11 registered: 01/07/1974
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



Regulated Personal Search Report 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 22/12/1994 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	None Revealed
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(I)	Any Building Regulations certificate or notice issued in respect of work carried out under a competent person self- certification scheme?	Gasafe Description Of Works Installed a Gas Boiler Site Address 3 Stansfield Place Bradford West Yorkshire BD10 8PX Application Reference Number 09/11922/CORGI Valid Date Tue 15 May 2007 Status Building Work Complete Description Of Works Install a gas-fired boiler Site Address 3 Stansfield Place Bradford West Yorkshire BD10 8PX Application Reference Number 16/18729/GASAFE Valid Date Thu 26 Nov 2015 Status Building Work Complete 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.
	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.

Planning

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? Bradford Unitary Development Plan Adopted 2005 Within: Conservation area

Within 200m: Major developed site Playing field

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

Stansfield Place is not Adopted.

Greenfield Lane is Part Adopted

Westfield Lane is Adopted.



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Regulate	a Personal Search Report	
	Rear / Side Accessways Maintainable at Public Expense	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.
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 revealed. The public rights of way information revealed on this search has been taken from: https://cbmdc.maps.arcgis.com/apps/webappviewer/index.html?id=96f405cabeff443f820ac0c7df8fd658 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

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?

contact us directly. No No

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

2.5 If so, please attach a plan showing the approximate route Not Applicable

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 Lan	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 Drai	3.3 Drainage Matters		
3.3(a)	Is the property served by a sustainable urban drainage system (SuDS)?	Schedule 3 of the Flood and Water Management Act 2010 has yet to be enacted, therefore the Council is not legally required to record details of property related SuDS. However, some information relating to property SuDS may have been submitted with the relevant planning application which can be viewed on the Councils website www.bradford.gov.uk/planning	
3.3(b)	Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	Records not held at this time see above For new builds, information should be sought from the developer, including clarification on any maintenance responsibilities a property owner may inherit or any maintenance agreements they may be required to fund should any exist through a management company.	
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 further information available, please contact the water drainage provider or management company. Water and Sewerage Companies will normally include a surface water charge in their bills where roof water from a property connects to a public surface water sewer. Drainage infrastructure serving a single property within the curtilage of that property will be the responsibility of the home owner to maintain, unless directed otherwise.	

None revealed in available Public Register

3.4 Nearby Road Schemes

3.4(a)

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

The centre line of a new trunk road or special road specified in any order, draft order or scheme;	None revealed in available Public Register
The centre line of a proposed alteration or improvement to	None revealed in available Public Register

3.4(b) The centre line of a proposed alteration or improvement an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

The outer limits of construction works for a proposed 3.4(c)

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Case/Search Number: 2369769



Regulated	Personal Search Report 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;	None revealed in available Public Register
3.4(e)	The centre line of the proposed route of a new road under proposals published for public consultation; or	None revealed in available Public Register
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
3.5 Near	by Railway schemes	
3.5(a)	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	None revealed in available Public Register
3.5(b)	Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	Yes. Proposed declarable improvement scheme, number 37535 which is not in the Councils Capital Highway Programme and is therefore not scheduled for implementation is within the Local Authoritys boundary. This statement does not preclude the Council from exercising its right to review the programme should the need arise. This scheme lies in Bradford City Centre. For further information, please contact Highways on 01274 433707.

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 –

Permanent stopping up or diversion;	None revealed in available Public Register
Waiting or loading restrictions;	None revealed in available Public Register
One way driving;	None revealed in available Public Register
Prohibition of driving;	None revealed in available Public Register
Pedestrianisation;	None revealed in available Public Register
Vehicle width or weight restricting;	None revealed in available Public Register
Traffic calming works including road humps;	None revealed in available Public Register
Residents parking controls;	None revealed in available Public Register
Minor road widening or improvement;	None revealed in available Public Register
Pedestrian crossings;	None revealed in available Public Register
Cycle tracks; or	None revealed in available Public Register
Bridge Building	None revealed in available Public Register
	Waiting or loading restrictions; One way driving; Prohibition of driving; Pedestrianisation; Vehicle width or weight restricting; Traffic calming works including road humps; Residents parking controls; Minor road widening or improvement; Pedestrian crossings; Cycle tracks; or

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



Regulated	Personal Search Report	
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

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(I)	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. Please refer to the councils website for further information and details of the charging schedule: https://www.bradford.gov.uk/planning-and-building-control/planning-policy/communityinfrastructure-levy/

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: No

No

No

No

No

No

- 3.10(b)i A liability notice?
- 3.10(b)ii A notice of chargeable development?
- 3.10(b)iii A demand notice?
- 3.10(b)iv A default liability notice?
- 3.10(b)v An assumption of liability notice?
- 3.10(b)vi A commencement notice?



Regulated Personal Search Report

3.10(c) Has any demand notice been suspended?

3.10(d)	Has the Local Authority received full or part payment of any CIL liability?
3.10(e)	Has the Local Authority received any appeal against any of the above?
2 10/5	Line a desision have taken to easily for a lightlifty order?

- 3.10(f) Has a decision been taken to apply for a liability order?
- 3.10(g) Has a liability order been granted?
- 3.10(h) Have any other enforcement measures been taken?

 No

 No

 No

 No

 No

 No

 No

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

3.12 Compulsory Purchases

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

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 –

No

No

No

3.13(a) A contaminated land notice;

- 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
- 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
	No
Γ	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.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/organisations/public-health-england-or-http://www.gov.uk/government/gov

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:-

Page **7** of **8**

No



Regulated Personal Search Report

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?	Not Applicable
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 prope	erty 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 breech 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 <u>http://www.conveyancingdata.com/pub/privacy statement final for cd.pdf</u>.

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: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. 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: <u>admin@tpos.co.uk</u>.

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



SEARCH REPORT INSURANCE POLICY

Form No.:	SRIP 04/14

Policy Issuer: Conveyancing Data Services Ltd

Policy Number: SRIP (E&W) 60-076- 2369769

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*:
 - \circ the difference between:
 - 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
 - o 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 <u>complaints@firsttitle.co.uk</u>.

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 <u>claims@firsttitle.co.uk</u>.

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 <i>We</i> 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 <i>Search Report</i> 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 <i>Search Report,</i> that is located in England or Wales and in existence as at the <i>Policy Date</i> and which shall continue to be used for residential purposes.
Search Report	the report that has been issued by the <i>Policy Issuer</i> 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 plo

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Authorised Signatory © First Title Insurance plc 2019



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 protecting consumers and ensuring areas, such as Treating Customers Fairly (TCF), is embedded within all firms. The FCA regulations require us to give you this document. Use this information to decide of our services are right for you.

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

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

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

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

Who regulates us? 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.

Insurance Product Information Document

Legal Indemnity Insurance



Insurer: First Title Insurance plc

Product: Search Report Insurance

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.

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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.



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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: 2369769

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 is registered in England under company number 01112603. Registered office: ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU Ref: 1118-01.10.18



Residential

Regulated Water & Drainage Report

Date of Order:10/01/2023Date Search Entered:12/01/2023Case Number:2369769Client Reference:527590

PROPERTY MADE SUBJECT TO SEARCH 3 STANSFIELD PLACE BRADFORD BD10 8PX

CLIENT DETAILS

Assured Sales and Progression Ltd ASSURED SALE & PROGRESSION, THE BARRACKS WAKEFIELD ROAD

SEWERAGE UNDERTAKER

Yorkshire Water YORKSHIRE WATER PLC PO BOX 52 BRADFORD BD3 7YD

Report Summary		
Q1.2: Does foul drainage from the property drain to a public sewer?	YES	
Q1.3: Does surface water from the property drain to a public sewer?	YES	
Q1.4: Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?	NO	
Q2.1: Does the public sewer map show any public sewer within the boundary of the property?	YES	
Q3.3: Is the property connected to mains water supply?	YES	

COMPILED & SUPPLIED BY:

Conveyancing Data Services Ltd. 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN T: 0118 9690839 Company Reg No: 07159470

VAT Reg No: 988993907











- 1.1 Q: Is a plan showing the nearest public sewers provided?
 - A: A copy of an extract of the public sewer map is included. It will only show public sewers within the vicinity of the subject of this search.
- Notes: The Water Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these; therefore they are not shown on the plan. Section 104 sewers are not shown on the plan.
- 1.2 Q: Does foul drainage from the property drain to a public sewer?
- A: YES. The public records indicate that foul water from the property drains to a public sewer.
- Notes: If foul water does not drain to the public sewerage system the property may have private facilities in the form of a Cesspit, Septic tank or other type of treatment plant. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 1.3 Q: Does surface water from the property drain to a public sewer?
 - A: YES. The public records indicate that surface water from the property drains to a public sewer.
- Notes: In some cases the water company's records do not distinguish between foul and surface water connections to the public sewerage system, if on inspection the buyer finds that the property is not connected for surface water drainage the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the water company. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 1.4 Q: Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?
 - A: NO. The water companys records indicate that the sewers serving the development of which this property forms part of are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement.
- Notes: SECTION 104 AGREEMENT An agreement made between a housing developer and the sewerage undertaker, under section 104 of the Water Industry Act 1991, for the adoption of sewers intended to serve a new development. A bond to guarantee proper performance by the developer of their obligations often supports the agreement. Where the property is part of a very recent or ongoing development and the sewers are not the subjects of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under section 104 of the Water Industry Act 1991.



- 2.1 Q: Does the public sewer map show any public sewer within the boundary of the property?
 - A: YES. The public sewer map shows a sewer within the boundary of the property. It has not always been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within the boundary of the property.
- Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development; The water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.
- 2.2 Q: Does the public sewer map show any public sewer within 100ft (approximately 30m) of the property?
 - A: YES. The public sewer map indicates that there is a public sewer within 100ft of the property. It has not always been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within 100ft of the boundary of the property.
- Notes: The presence of a public sewer within 100 feet (approximately 30 metres) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the centre of the property or land shown on the Ordinance Survey record. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.
- 2.3 Q: Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?
 - A: NO. The water companys records indicate that there is not a statutory agreement or consent in respect of the building over a public sewer at this property. For historical reasons the water company may not be aware of some agreements or consents which have been entered into by the Local Authority.
- Notes: The erection of a building or structure is not permitted over water mains or public sewers, without a special agreement from the water company such as a 'building over agreement'. Any such building or structure might cause damage and would restrict or interfere with the undertaker's access to the apparatus for repair, inspection, maintenance or renewal.



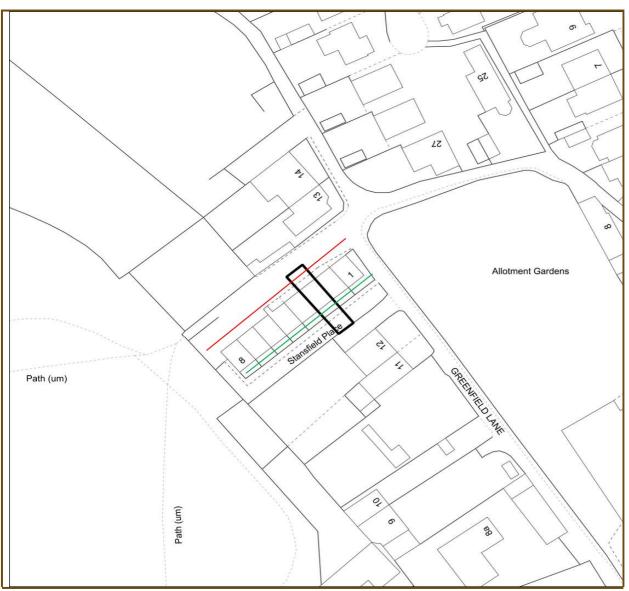
- 3.1 Q: Please advise who the sewerage undertaker is:
 - A: Yorkshire Water Services Ltd.
- Notes: The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 3.2 Q: Which company supplies water to the area?
 - A: Yorkshire Water Services Ltd.
- Notes: The water company is not responsible for private supply pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 3.3 Q: Is the property connected to mains water supply?
 - A: YES. The public records indicate that the property is connected to a mains water supply.
- 3.4 Q: Does the map of the waterworks show any vested water mains or assets within the boundary of the property?
 - A: We are not aware of any vested water mains within the boundary of the property.
- Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a vested water main within the boundary of the property may restrict further development within it. The water company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work.
- 4.1 Q: What is the basis for charging for water supply and sewerage at this property?
 - A: Please refer to vendor or pre-contract documents.

Disclaimer

From 1st October 2011, ownership of private lateral drains and sewers has changed as per The Water Industry Regulations 2011 (Schemes for Adoption of Private Sewers). The copy of the Public Sewer Map may not yet reflect these changes.

Conveyancing Data Services has made reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions: Private sewers, private water pipes and sewers subject to a section 104 agreement are not shown on this plan. Pipes and drainage connections may not be shown. We are not, in any way, liable for inaccuracies or omissions in the information provided to us by the water company in reference to the sewerage and water pipes. We are not, in any way, liable for inaccuracies or omissions in the information provided by Ordinance Survey in reference to the location of buildings and their boundaries. Conveyancing Data Services is not responsible, in any way, for the installation, maintenance or upkeep of any the pipelines mentioned in this report or the provision of drainage and/or water services. Any queries relating to these matters should be directed to the company(s) identified in replies 3.1 and 3.2.



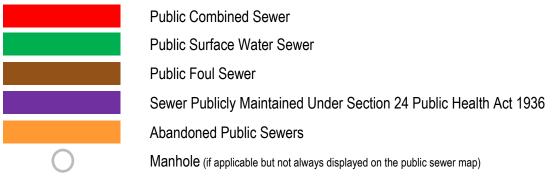


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Information in this map is taken from the Public Sewer Map and is provided for identification purposes only. The Water Companies offer no warranty to its accuracy. If you are considering any form of building works and pipes are shown in or near the boundary of the property, a surveyor should plot its exact position prior to purchase.

Sewer Key

Where a plan of the nearest public sewers has been included within the report, the colourkey is as 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: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 4 The Pavilions, Ruscombe Business Park, RG10 9NN. 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: <u>admin@tpos.co.uk</u>.

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



TERMS AND CONDITIONS

Conveyancing Data Services, as part of its core business activities, supplies a range of conveyancing and company search reports for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Data Services

DEFINITIONS AND INTERPRETATION 1. 1.1

- In these Conditions the following words shall have the meanings set opposite them: "Conveyancing Data Services Report" means any Report that we produce on your behalf. "Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when Virges means our charges to provide the Services, which will be holline to you of the Order Form. Command on Order means either when we commin acceptance or you of der whener by telephone, accent and we supply you with the Report, whichever occurs first. "Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right. "Order form" means our order Form from time to time. "Property" means the property address or location for which you require a Report. "Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Conveyancing Data Services Report.

- - "Third Party Report" means any Report that we procure from a third party on your behalf.
 - "Us" "we" "our" means Conveyancing Data Services Limited whose registered office is at 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN
- Vorking Day' means Mondays to Fridays except bank and public holidays. "You" "You" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client. Headings used in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3 If there is a conflict between an Order and the Conditions, the Order will prevail.

THE SERVICES

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- We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
- 2.2 2.3
- Each Order if accepted by us will constitute a separate and severable contract. We will use reasonable endeavours to ensure that the information contact within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication. Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery
- 24 of Reports is not of the essence.
 - Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded
 - In providing search reports and services we will comply with the Search Code

CHARGES

3.1 3.2

- Vinkse expressed otherwise, the Charges will include VAT at the applicable rate. You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 14 days (unless shown otherwise) of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following: 3.2.1 Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well
 - as after any judgement; Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the end of such suspension
 - 3.2.2 or termination.

YOUR OBLIGATIONS **4**.

- You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order 4.2
 - You agree that any Report that we may deliver to you is deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us. You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance
- 4.3 with this clause 4.3
 - If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

CANCELLATION

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date. Cancellation of an order will only be refunded if we have not incurred any costs for the order. 5.2

INTELLECTUAL PROPERTY RIGHTS

Any and all Intellectual Property Rights in the Conveyancing Data Services Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports. You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Report in whole or part other than is expressly permitted by these Conditions

7. 7.1 LIMITATION OF LIABILITY

We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contacted within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register). We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you. Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

- 7.2

 - We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.
- 7.5 We will not be liable for any failure to perform our services due to an event beyond our reasonable control. 7.6

Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £10,000,000 per claim.

FORCE MAJEURE

We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances

ASSIGNMENT

You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent. We may assign and/or sub-contract any contract for Services at any time on notice to you.

GENERAL

- These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
- 10.3 10.4
- These Conditions constitute the environment you and us in respect on the Services and supervised any earlier an anglements, interstationings, promises, or algement include between the parties in respect on the Services. If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect. Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make. Nothing in these Conditions shall be deemed to create or be deemed to be a vaiver of any subsequent breach of the realisionship of principal and agent or employer and employee. These Conditions in the solution. 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 follwath the Conductions in the solution of the transmitter of the solution. 10.4 10.5 10.6 10.7 fully with the Ombudsman during an investigation and comply with his final decision.
- 10.8 The Company's complaints procedure is shown above.
- 10.9 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