

Regulated Search of Local Land Charges

Date of Order: 17/08/2022
Land Charges Date: 02/09/2022
Date of Completion: 02/09/2022
Case Number: 1714894 / 103131622
Your Reference: Land at

PROPERTY MADE SUBJECT TO SEARCH

Land at Shinglebank Drive
Milford On Sea, Lymington
SO41 0WQ

CLIENT DETAILS

Property Information Company Ltd
The Sorting Office 2A St Georges Road
Temple Fortune
London NW11 0LR
Tel: 02036373383
helpdesk@picsearches.com
www.picsearches.com

Customer:

Agent: Unknown

LOCAL AUTHORITY

New Forest District Council
Appletree Court Lyndhurst
Hampshire
SO43 7PA

COUNTY COUNCIL

Hampshire County Council
The Castle
Winchester
Hampshire SO23 8ZB

COMPILED BY & ENQUIRIES TO

Property Information Company Ltd
The Sorting Office, 2A St Georges Road
London
NW11 0LR
Tel: 02036373383
orders@picsearches.com
Property Information Company Ltd
is registered with the Property Codes Compliance
Board (PCCB) as a subscriber to the Search Code

SEARCH RESULTS

It is hereby confirmed that the search requested above revealed 11 subsisting registrations described in the schedule hereto up to and including the date of this report.

Signed to confirm report completed:

Adam Freedman

on behalf of Property Information Company Ltd



Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

	Land Charges Date	None revealed
Part One	General Finance Charge	None revealed
Part Two	Specific Finance Charge	None revealed
Part Three	Planning Charge	Included, please see following page(s)
Part Four	Miscellaneous Charges	Included, please see following page(s)
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

Local Land Charges Register

PART THREE PLANNING CHARGE

10863

Land adj. Westover, Park Lane, Milford-on-Sea
6 terraced houses. Amended design and layout.
Registered: 28/09/1978

15542

Adj Westover, Park Lane, Milford-on-Sea
Erection of 9 houses (2 storey) and 10 houses 3 storey and garages, construction of roads and drainage.
Registered: 21/07/1980

066933

Beach Hut 7, South of Needles Point, Westover, Milford-on-Sea, Lymington, Hampshire
Beach hut
Registered: 08/09/1999

067242

Plot 4, South of Needles Point, Westover, Milford-on-Sea
Beach hut
Registered: 20/10/1999

69000

Beach hut site No 1, Off Westover Road, Milford-on-Sea
Beach hut
Registered: 12/06/2000

07/90828

Section of coastline adjacent, Park Lane, Milford-on-Sea
Rock revetment; temporary storage areas for plant and materials; haulage route
Registered: 28/03/2008

17/10712

Beach hut 10, Westover Road, Milford-on-Sea
Beach hut
Registered: 20/07/2017

17/11499

Beach hut 14, Westover Road, Milford-on-Sea
Replacement beach hut; drop down platform
Registered: 04/01/2018

ARTICLE 4 DIRECTION 97/1 HOVERCRAFT

Hovercraft in the Solent. Dated 6th December 1972. Direction made under Article 4 - restricting the use of Hovercraft - within approximately one mile of the coast and estuaries taking in Southampton Water, and land within approximately one mile of any point on the Beaulieu and Lymington Rivers up to and including the respective townships. N/A Town and Country Planning General Development Order 1963
Registered: 29/01/1973

SZ2891/52

Development of land adjacent to "Westover", Park Lane, Milford-on-Sea.
Section 52 Agreement dated 19th July 1976
Planning Application 1466 - Development of land adjacent to "Westover", Park Lane, Milford-on-Sea.
Registered: 19/07/1976

Local Land Charges Register

PART FOUR MISCELLANEOUS CHARGES

Solent and Dorset Coast

Special Protection Area dated 7 December 2020

Regulation 13 of The Conservation of Habitats and Species Regulations 2010

Registered: 08/04/2021

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1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

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

1.1(a)	A Planning Permission	See attached
1.1(b)	A Listed Building Consent	None
1.1(c)	A Conservation Area Consent	None
1.1(d)	A Certificate of Lawfulness of existing use or Development	None
1.1(e)	A Certificate of Lawfulness of proposed use or Development	None
1.1(f)	A Certificate of Lawfulness of proposed works for listed buildings	None
1.1(g)	A Heritage Partnership Agreement	None
1.1(h)	A Listed Building Consent Order	None
1.1(i)	A Local Listed Building Consent Order	None
1.1(j)	Building Regulations Approval	None
1.1(k)	A Building Regulation Completion Certificate and	Not applicable
1.1(l)	Any Building Regulations Certificate or Notice Issued in respect of work carried out under a competent person self-certification scheme?	None revealed
	How can copies be obtained?	In writing to the relevant authority

Does the local authority apply a 'cut-off date' in providing its own searches of planning and building control information? If so what is that date?

Planning applications from 1974 onwards is available to view online.

Informative: (1) This reply does not cover planning data relating to properties in the immediate vicinity of the subject property. Should planning information be required for a 'vicinity property', this can be obtained by commissioning a separate local authority search on said property.

(2) Where the local authority applies a 'cut-off date' in providing its own searches of planning and building control information, prior historic records may be searched but this may incur additional fees/time element.

(3) The result of planning data may not be specific to address searched and may not always include full planning list for a site, this can occur when a property has previously been known by a different name.

(4) The owner or developer should always be asked for evidence of building control compliance.

1.2 Planning Designations and Proposals

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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?

Local Plan 2016-2036

The property is situated within:

- Green Belt (ENV32)
- Existing public open space (DM8)
- Private/Education Recreation land (DM8)
- Special Protection Area [Shoreline area]

The property is situated within approximately 200 metres of:

- Built up area
- Landscape Feature (DW-E12)
- Site of Special Scientific Interest
- Local nature reserve
- Conservation Area
- Tree Preservation Orders

2 ROADS AND PUBLIC RIGHTS OF WAY

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

2.1(a) Highways maintainable at public expense

Shingle Bank Drive - partially maintainable at public expense [the section from junction with Park Lane to the frontages of 1 and 2 Shingle Bank Lane is maintainable at public expense]

2.1(b) Subject to adoption and, supported by a bond or bond waiver None

2.1(c) To be made up by a local authority who will reclaim the cost from the frontagers None

2.1(d) To be adopted by a local authority without reclaiming the cost from the frontagers None

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map? Yes

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map? No

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map? No

2.5 If so, please attach a plan showing the approximate route See attached

Informative: Where a definitive map has been published. A survey of all paths may not have been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt please contact the local authority for further information.

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Informative: Additional public rights of way (e.g. cycle tracks) may exist other than those shown on the definitive map. If in doubt please contact the local authority for further information.

3 OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

3.1 Land required for Public Purpose

3.1 Is the property included in land required for public purposes? No

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.2 Land to be acquired for Road Works

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

Informative: Matters already entered on the Local Land Charges Register will no be revealed in answer to this enquiry.

3.3 Drainage Matters

Is the property

3.3(a) Is the property served by a Sustainable Urban Drainage System (SuDS)? None revealed

3.3(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? None revealed

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? Not applicable

How can copies of relevant documentation be obtained? No applicable

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

3.4 Nearby Road Schemes

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

3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; None revealed

3.4(b) The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; None revealed

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- | | | |
|--------|---|---------------|
| 3.4(c) | The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; | None revealed |
| 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 |
| 3.4(e) | The centre line of the proposed route of a new road under proposals published for public consultation; or | None revealed |
| 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 |

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

3.5 Nearby Railway Schemes

- | | | |
|--------|---|----|
| 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? | No |
| 3.5(b) | Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary? | No |

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

3.6 Traffic Schemes

Has the LA approved but not yet implemented any of the following for the roads and footpaths which are named in Boxes B and C and are within 200m of the boundary of the property?

- | | | |
|--------|---|------|
| 3.6(a) | Permanent stopping up or diversion; | None |
| 3.6(b) | Waiting or loading restrictions; | None |
| 3.6(c) | One way driving; | None |
| 3.6(d) | Prohibition of driving; | None |
| 3.6(e) | Pedestrianisation; | None |
| 3.6(f) | Vehicle width or weight restriction | None |
| 3.6(g) | Traffic calming works including road humps; | None |
| 3.6(h) | Residents parking controls; | None |
| 3.6(i) | Minor road widening or improvement; | None |

Part I Standard Enquiries

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- | | | |
|--------|-----------------------|------|
| 3.6(j) | Pedestrian crossings; | None |
| 3.6(k) | Cycle tracks; or | None |
| 3.6(l) | Bridge building? | None |

Informative: In some circumstances, road closures can be obtained by third parties from Magistrate Courts or can be made by the Secretary of State for Transport, without involving the Council.

Informative: This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

Informative: If this property sits near to the local authority boundary; enquirers are advised to seek further information from the neighbouring local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule -

- | | | |
|--------|--|------|
| 3.7(a) | Building works; | None |
| 3.7(b) | Environment; | None |
| 3.7(c) | Health and safety; | None |
| 3.7(d) | Housing; | None |
| 3.7(e) | Highways; | None |
| 3.7(f) | Public health; | None |
| 3.7(g) | Flood and coastal erosion risk management? | None |

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

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 |
|-----|---|------|

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; | None |
| 3.9(b) | A stop notice; | None |
| 3.9(c) | A listed building enforcement notice; | None |

Part I Standard Enquiries

Con.29 (2016)

- | | | |
|--------|--|--------------------------------------|
| 3.9(d) | A breach of condition notice; | None |
| 3.9(e) | A planning contravention notice; | None |
| 3.9(f) | Another notice relating to breach of planning control; | None |
| 3.9(g) | A listed buildings repairs notice; | None |
| 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; | None |
| 3.9(i) | A building preservation notice; | None |
| 3.9(j) | A direction restricting permitted development; | See Part 3 of the Local Land Charges |
| 3.9(k) | An order revoking or modifying planning permission; | None |
| 3.9(l) | An order requiring discontinuance of use or alteration or removal of building or works; | None |
| 3.9(m) | A tree preservation order; or | None |
| 3.9(n) | Proceedings to enforce a planning agreement or planning contributions? | None |

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

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

Informative (in the case of London Boroughs): The Historic Buildings and Monuments Commission (English Heritage) also had the power to issue building preservation notices for listed buildings in London Boroughs. For further information contact the relevant local authority.

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.10 Community infrastructure levy (CIL)

- | | | |
|---------|-----------------------------------|---|
| 3.10(a) | Is there a CIL charging schedule? | CIL Charging Schedule for New Forest 22.06.15 |
|---------|-----------------------------------|---|

3.10(b) if yes, do any of the following subsist in relation to the property or has the LA decided to issue, serve, make or commence any of the following?:-

- | | | |
|------------|---------------------|----|
| 3.10(b)(i) | a liability notice? | No |
|------------|---------------------|----|

Con.29 (2016)

- | | |
|---|----|
| 3.10(b)(i) a notice of chargeable development?
i) | No |
| 3.10(b)(i) a demand notice?
ii) | No |
| 3.10(b)(i) a default liability notice?
v) | No |
| 3.10(b)(i) an assumption of liability notice?
v) | No |
| 3.10(b)(i) a commencement notice?
vi) | No |
| 3.10(c) Has any demand notice been suspended? | No |
| 3.10(d) Has the Local Authority received full or part payment of any CIL liability? | No |
| 3.10(e) Has the Local Authority received any appeal against any of the above? | No |
| 3.10(f) Has a decision been taken to apply for a liability order? | No |
| 3.10(g) Has a liability order been granted? | No |
| 3.10(h) Have any other enforcement measures been taken | No |

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.11 Conservation Area

Do the following apply in relation to the property?

- | | |
|--|----|
| 3.11(a) The making of the area a Conservation Area before 31 August 1974 | No |
| 3.11(b) An unimplemented resolution to designate the area a Conservation Area? | No |

3.12 Compulsory Purchases

- | | |
|--|----|
| 3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | No |
|--|----|

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.13 Contaminated Land

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

- | | |
|---|----|
| 3.13(a) A contaminated land notice; | No |
| 3.13(b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or | No |
| 3.13(c) Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | No |

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Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.

3.14 Radon Gas

3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales? No

Further information about Radon Gas can be obtained from <http://www.ukradon.org/>

3.15 Assets of Community Value

3.15(a) Has the property been nominated as an ACV? If so:-

- | | | |
|----------|--|----------------|
| (a)(i) | is it listed as an ACV? | Not applicable |
| (a)(ii) | was it excluded and placed on the nominated but not listed list? | Not applicable |
| (a)(iii) | has the listing expired? | Not applicable |
| (a)(iv) | is the LA reviewing or proposing to review the listing? | Not applicable |
| (a)(v) | are there any subsisting appeals against the listing? | Not applicable |

3.15(b) If the property is listed:-

- | | | |
|----------|--|----------------|
| (b)(i) | has the LA decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? | Not applicable |
| (b)(ii) | Has the LA received notice of disposal? | Not applicable |
| (b)(iii) | has any community interest group requested to be treated as a bidder? | Not applicable |

Informative: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

Sources

SPECIFIC INFORMATION SOURCES USED TO COMPLETE 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 of an Internal Proprietary Database (IPD).
- Inspection of the Tree Preservation Order Register.
- Inspection of the Conservation Order Register.

Q1.1a Planning applications

In addition to those revealed in Part 3 of the Local Land Charges:

LYB13363

Westover and Westover Cottage and Hurst Barn

Demolition of Westover and Westover Cottage and retention of Hurst Barn, erection of 42 houses, 32 flats, 12 maisonettes, 46 garages, 57 covered parking, 35 casual parking and 19 parking spaces.

Refused: 22/06/1972 Appeal Withdrawn: 10/08/1976

LYB13556

Westover and Westover Cottage, Park Lane, Milford-on-Sea

Residential development (demolition of Westover, Westover Cottage and retention of Hurst Barn).

Granted Subject to Conditions: 22/06/1972

LYB12899

rear of Westover, Park Lane, Milford-on-Sea

Flats at a density of 14 to the acre.

Refused: 19/04/1971

LYB3175

Use of 5 acres of land for 5 houses.

Refused: 05/03/1956

LYB13559

Residential development.

Refused: 22/06/1972

879

Site of Westover, Park Lane, Milford-on-Sea

Phase II demolition of Westover House and construction of 53 dwellings on site of Westover.

Refused: 09/10/1974

LYB3858

Westover, Park Lane, Milford-on-Sea

Conversion of existing garage block into living accommodation.

Granted: 11/12/1956

448750/L

Westover Hall, Park Lane, Milford-on-Sea

Erect 39 bedroom hotel extension (dem extg dwellings)

Refused: 12/06/1990

LYB6407

Sea Defence Works.

Granted: 10/05/1960

LYB8861

Erection of sea rescue hut (boat house).

Granted Subject to Conditions: 19/09/1963

63210

Beach Hut 6, off Westover Road, Milford-on-Sea

Beach Hut

Granted: 08/04/1998

Land at Shinglebank Drive, Milford On Sea, Lymington SO41 0WQ

LYB8064

18 beach huts.

Granted: 30/05/1962

53472

Beach Hut No 11, Westover Road, Milford-on-Sea

Erection of a beach hut

Granted: 04/01/1994

2929

Westover, Park Lane, Milford-on-Sea

Demolition of house and outbuildings.

Refused: 03/09/1975

884

Westover estate, Park Lane, Milford-on-Sea

43 private houses in the grounds of Westover

Withdrawn by Applicant: 10/08/1976

1466

Westover Estate, Park Lane, Milford-on-Sea

38 units and garages (Phase 1).

Granted Subject to Conditions: 30/07/1976

44840LB

Westover Hall, Park Lane, Milford-on-Sea

Demolish Westover Mews, Westover Cottage and garages

Refused: 12/06/1990

3868LB


Westover Cottage, grounds of Westover Park Lane, Milford-on-Sea

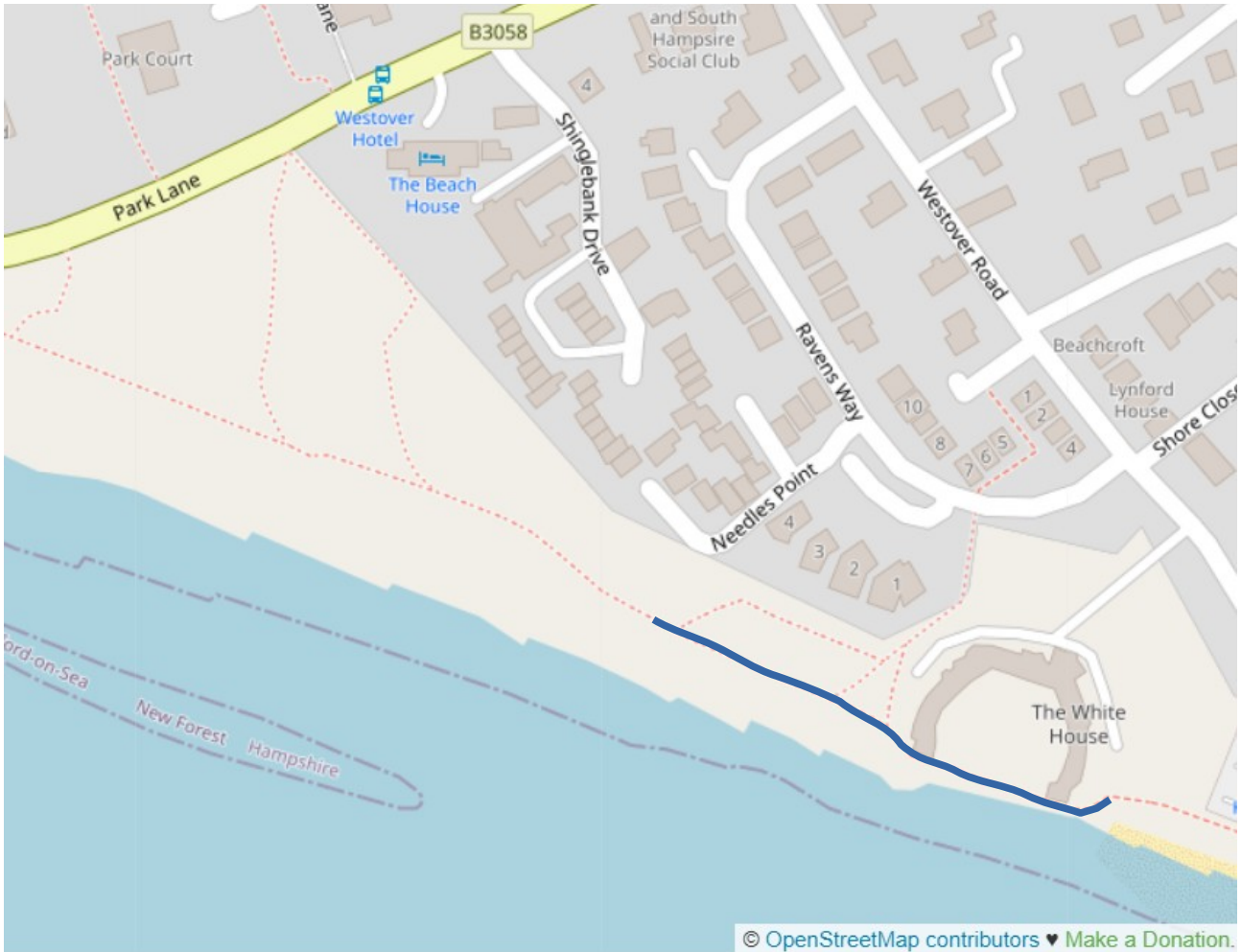
Residential development of 11 houses and 14 flats (existing cottage and outbuildings on site to be demolished).

Granted Subject to Conditions: 30/07/1976

Land at Shinglebank Drive, Milford On Sea, Lymington SO41 0WQ

2.2 Public Right of Way

Legend: Footpath 159/503/1 (currently closed) 



Definitions

“We”, “Us”, “PIC” and “Our” are references to Property Information Company Limited, a Company Registered in England and Wales under Company Number: 09778810.

“You” and “Your” are references to the Customer.

“Customer” means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client.

“Property” means the address or location supplied by the Customer or Client in the Order for the report. The Local Authority means the local authority referred to in the report.

“Client” means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property.

“Services” means the supply of services by us to you (excluding any third-party Services). Any Services we provide will be on these Conditions, as may vary from time to time, to the exclusion of all other Terms and Conditions.

“Consumer” means a consumer defined in the Consumer Protection (Distance Selling) Regulations 2000

“Information” means any information supplied by you to us in connection with the provision of the Services including any information provided by you on any order forms.

“Search Pack” means a product that combines search products from multiple areas into a single pack for convenience of ordering.

“Literature” means our Search Packs, price lists and advertisements in any type including media and content of the Website.

“Report” means any Search or Information prepared in respect of the property.

1. Ordering Services

All orders must be in writing via post, or Email. info@picsearches.com. All verbal orders **must** be followed in writing or the order will be deemed invalid.

2. Price

- a) The price payable for each of the Services and the third-party services is the price in pounds sterling as set out in the Literature or the price provided in writing (e.g. as a quote). If the price payable is exclusive of VAT this shall be clearly indicated in our Literature and you will be additionally liable for the same (and/or for any other applicable taxes).
- b) The price set out in the Literature is inclusive of delivery charges, this shall be in an electronic format, unless an alternative format has been agreed in writing.

- c) You understand and acknowledge that some product pricing will vary due to the nature of local influencing factors such as differences in Local Authority charges, Geology, third-party costs and other factors outside Our control.

3. Payment

- a) Payment is immediately due upon ordering the product or service – no order will progress until payment has been made in full or other payment arrangements have been agreed in writing.
- b) If you are a business, you may request a 30-day credit account by emailing accounts@picsearches.com. Please note We reserve the right not to accept a credit account request for any reason whatsoever and by making a request, you explicitly agree to Us making further checks with a Credit Reference Agency.
- c) All invoices must be paid within 30 days of the date of our invoice; unless agreed differently in writing. We reserve the right to charge interest at the rate of 2% per month on the invoice value, on any overdue payments for our reasonable costs and expenses incurred as a result of late payments.

4. Changes to Services

We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

5. Cancellation

Any oral cancellation of an order or the Services must be confirmed in writing within 24 hours; You shall remain liable for any expenses or disbursements we may have incurred, prior to your notice of cancellation being received and processed by Us. All disbursements incurred up to the point of cancellation, will become immediately payable.

6. Breach of Conditions

If we suspect that you are or may be in breach of these Conditions or if we become aware of any allegation or claim that you may be in breach of these Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the Services.

7. Our Rights

- a) We reserve the right without notice or liability to you, to: take any action we deem appropriate relating to the Services; or to defer the date of performance or to cancel the provision of the Services.

- b) If we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, governmental actions, emergency, acts of terrorism, protests, riot, war or national civil commotion, explosion, fire, acts of God, flood' epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- c) Provided that, if the event in question continues for a continuous period in excess of 40 days, you shall be entitled to give notice in writing to us to terminate the agreement; or accept instructions and orders only where you are the principal, and are liable directly to us for payment of our account.

8. Your Obligations

You agree: to instruct us as a principal, and that you will be liable directly to us for payment of our account; that you have all the necessary permissions and consents to enable us to use the information for the provision of the Services; that we will not be infringing the rights of any third party connected to the information and that the Services are provided at your direction and all content for the Information is provided by you; and that we will not be breaching any confidentiality or contractual obligations in supplying the services to you.

9. Searches and Reports

- a) We will use all reasonable care in acquiring information to be provided to You. However, such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report.
- b) We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.
- c) When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

10. Compliance

In providing property search reports and services the Company will comply with the Search Code.

We subscribe to the Property Codes Compliance Board (PCCB) search code and are affiliate members of COPSO (Council of Property Search Organisations), ensuring all of our searches bear the stamp of quality and are fully compliant with the CML handbook.

We are covered by up to £5 million per claim in Information Accuracy Insurance, as well as PI cover for each search making doubly sure that we're always prepared for any mishap.

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 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 all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

11. Warranties and Limitation of Liability

a) We do not guarantee or warrant:

The services of third-party service providers but assign to you any warranties given by the third party provider. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted any implied warranties of fitness for a particular purpose.

b) We shall not be liable for:

Any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract; loss of good-will, reputation or otherwise, which arise out of or in connection with the Services, or the agreement; the services of any third-party service providers; or any inaccuracy, omission or other error in any part or parts of a search or report which arises from any inaccuracies, omissions or errors on a public register. In addition to the foregoing, we shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to your software, data or computer equipment, or any other property resulting from your access to, use of or browsing of the Website; as a result of downloading any material, data, text, images, video or audio from the Website; by the contents of or your access to, any website linked to the Website; by inaccuracies or typographical errors of information in the instruction.

- c) In any event our total liability to you in contract or in tort shall not exceed £5,000,000 in respect of any single claim, event, or series of related claims or events. Nothing in these Conditions excludes or limits our liability for personal injury or death caused by our negligence, or for fraud. Any services other than our Services, which are advertised in the Literature, are for information only, and we are not responsible for any such services which you may use as a result of our recommendation or otherwise. Any such third-party services may be subject to the terms and conditions of the relevant third-party service provider.

12. Indemnity

- a) You agree to indemnify us and keep us indemnified from and hold us on demand and harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including, without limitation, consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with: any breach by you of your obligations or these Conditions; or any claim by a third party that the Services infringe any rights of a third party or any applicable UK or international legislation or regulations.
- b) You agree to pay all costs, damages, awards, fees and judgments finally awarded against us arising from such claims and you will provide us with notice of all claims or allegations, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

13. Intellectual Property Rights

You acknowledge and agree that any and all copyright connected with the design and development of our Website and the contributory software written by us, or our suppliers belong to or are licensed to us.

All trademarks, trade names and domain names which appear in the Literature belong to us, or to the relevant third-party suppliers.

14. Reliance by Third Parties

Our Services and any third-party services are provided solely for your use, or the use of your clients on whose behalf you have commissioned the services, or where appropriate your clients mortgagee and shall not be used or relied upon by any other third party, without our written consent.

15. Confidentiality

- a) All instructions and information received by us shall be dealt with by us in the strictest confidence.
- b) 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.

16. General

- a) You shall not be entitled to assign the agreement or any part of it without our prior written consent. We may assign the agreement or any part of it to any person, firm or company.
- b) The parties to these Conditions do not intend that any term of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Conditions.
- c) Failure or delay by us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of our rights under the agreement.
- d) Any waiver by us of any breach of, or any default under, any provision of the agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
- e) If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- f) Your order form(s) and these Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. No oral explanation nor oral information given by any party shall alter the interpretation of these Conditions.

- g) You have not relied upon our representations save insofar as the same have been expressly incorporated in these Conditions and you agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Conditions.

17. Agreement

The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

Important Consumer Protection Information

Property Information Company is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly. The PCCB independently monitors how registered search firms maintain compliance with the Code.

Complaints

All complaints must be in writing to:

Mr Adam Freedman
Managing Director
Property Information Company Limited
Langley House
Park Road
London N2 8EY
Telephone number: 0207-637-3383
E-mail address: complaints@picsearches.com

Information for clients

The Property Ombudsman Scheme 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

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18
 Policy Issuer: Property Information Exchange Ltd
 Policy Number: SRIP (E&W) 60-095-00601472

This policy

This policy has been issued by the **Policy Issuer**, on **Our** behalf when issuing the **Search Report**. This policy consists of 4 pages, is the entire contract between **You** and **Us**, and is effective from the **Policy Date**. The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy. The words in bold italics have the meanings set out within this policy. **Our**, **Us** and **We** mean First Title Insurance plc, company registration number 01112603.

What this policy covers

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

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

Actual Loss means:

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

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

Who this policy covers

This policy only insures You, meaning:

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

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

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

This means that this policy does not insure any person **Purchasing** the **Property** from **You** or their lender. **Your** rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

What this policy excludes

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

- **You** create, allow or agree to at any time;
- are **Known** to **You** but not to **Us** on or before the **Policy Date**;
- do not cause **You** any **Actual Loss**;
- occur or come into existence after the **Policy Date**;
- are created by an error or omission of the **Policy Issuer** or the private search provider who obtained the information for the **Search Report** for the **Policy Issuer**, if applicable;
- are disclosed to **You** during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the **Property** which has been carried out prior to **You** being legally obliged to **Purchase** the **Property** or, in relation to the **Lender**, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy;
- should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright).

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** Compliance Department:

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

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

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

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

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

Financial Services Compensation Scheme

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

Contacting Us

We can be contacted via the following methods:

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

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

Regulation

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

Definitions and interpretation

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

Appropriate Body	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON290 (2016) (Law Society Copyright).
Authorised Expenses	any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.
Known	having actual knowledge (and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy).
Market Value	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us .
Official Local Authority Search Result	direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).
Order	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry .
Policy Date	the date the Search Report is dated.
Purchase, Purchasing	buying the freehold or leasehold estate in the Property .
Purchased	bought the freehold or leasehold estate in the Property .
Property	either: <ul style="list-style-type: none"> i. the single private residential property specified in the Search Report, that is located in England or Wales and in existence as at the Policy Date and which is and shall be used/continue to be used for residential purposes; or ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.
Search Report	the report that has been issued by the Policy Issuer and provides responses to the questions and information requested in Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).

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

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

Signed on behalf of
First Title Insurance plc

By



Authorised Signatory © First Title Insurance plc 2018

Insurance Product Information Document

Legal Indemnity Insurance



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;
- * Should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright);
- * Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



Are there any restrictions on cover?

- ! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - ! You refuse to co-operate with First Title Insurance plc;
 - ! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);
 - ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;
 - ! the use of the Property is not (or in the case of a plot, will not be) as a single private residential property;
- ! First Title Insurance plc's maximum liability under the policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for (continued) residential use of the single private residential property specified in the Search Report that is located in England or Wales and is in existence at the Policy Date, or in the case of a building plot that is located in England or Wales and is or will be developed and used as a single private residential property (in accordance with planning permission obtained prior to the Policy Date).



What are my obligations?

- You must :
 - use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
 - 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.