

# REGULATED LOCAL AUTHORITY SEARCH



## PROPERTY

1 TEST STREET,  
TEST TOWN,  
TS1 1ST

LOCAL AUTHORITY  
SHEFFIELD CITY COUNCIL



## REPORT SUMMARY

|                   |    |
|-------------------|----|
| ✓ Typical Answers | 15 |
| ! Advisory        | 4  |
| ⚠ Warning         | 2  |

OTHER ROADWAYS,  
FOOTPATHS & FOOTWAYS  
NONE



## REPORT HIGHLIGHTS



! ADVISORY



⚠ WARNING



⚠ WARNING



✓ TYPICAL



! ADVISORY



## REPORT DETAIL

Client Reference  
**SAMPLE**  
Created  
**12/08/2025**  
Prepared For  
**PROPERTY SEARCHES DIRECT**



## NEED HELP?




Report ID  
**106090**  
Prepared By  
**PROPERTY SEARCHES DIRECT**  
0333 090 9187  
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## SUMMARY OF ANSWERS

### LAND CHARGES

|  |                     |   |
|--|---------------------|---|
|  | Land Charge Entries |  |
|--|---------------------|---|
















### PLANNING AND BUILDING REGULATIONS

|            |   |   |
|------------|---|---|
| <b>1.1</b> | a-i Planning Decisions And Pending Applications |  |
| <b>1.1</b> | j-l Building Regulation Decisions               |  |
| <b>1.2</b> | Planning Designations And Proposals             |  |

### ROADS AND PUBLIC RIGHTS OF WAY

|              |                                  |   |
|--------------|----------------------------------|---|
| <b>2.1</b>   | Roadways, Footways And Footpaths |  |
| <b>2.2-5</b> | Public Rights Of Way             |  |

### OTHER MATTERS

|             |   |   |
|-------------|---|---|
| <b>3.1</b>  | Land Required For Public Purposes                               |    |
| <b>3.2</b>  | Land To Be Acquired For Road Works                              |    |
| <b>3.3</b>  | Drainage Matters  |    |
| <b>3.4</b>  | Nearby Road Schemes   |    |
| <b>3.5</b>  | Nearby Railway Schemes  |   |
| <b>3.6</b>  | Traffic Schemes   |  |
| <b>3.7</b>  | Outstanding Notices   |  |
| <b>3.8</b>  | Contravention Of Building Regulations                           |  |
| <b>3.9</b>  | Notices, Orders, Directions And Proceedings Under Planning Acts |  |
| <b>3.10</b> | Community Infrastructure Levy (CIL)                             |  |
| <b>3.11</b> | Conservation Area   |  |
| <b>3.12</b> | Compulsory Purchase   |  |
| <b>3.13</b> | Contaminated Land   |  |
| <b>3.14</b> | Radon Gas   |  |
| <b>3.15</b> | Assets Of Community Value                                       |  |

## 🚩 LAND CHARGE ENTRIES

- 1 CLEAN AIR ACT 1956 - SECTION 11  
THIS PROPERTY IS INCLUDED IN A SMOKE CONTROL ORDER DECLARING THE AREA TO BE A SMOKE CONTROL AREA

## ⚠️ PLANNING APPLICATIONS FROM 01/01/2000

- 1 21/02598/FUL APPLICATION FOR ERECTION OF 73 DWELLINGHOUSES WITH ASSOCIATED ACCESS, PARKING AND LANDSCAPING  
PG/C 29/09/2021
- 2 21/02598/COND1 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER: 3 (SURFACE WATER DRAINAGE DESIGN) RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 28/09/2023
- 3 21/02598/COND2 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER: 4 (RENEWABLE/LOW CARBON ENERGY) AND 27 (PUBLIC ART) RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 24/06/2022
- 4 21/02598/COND3 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER: 8 (BROADBAND) RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 09/06/2022
- 5 21/02598/COND4 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBERS: 5 (CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN (CEMP)) AND 7 (PHASING PLAN - CIL) RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 24/06/2022
- 6 21/02598/COND5 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER: 12 (ELECTRIC VEHICLE CHARGING POINTS) RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 05/08/2022
- 7 21/02598/COND6 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER 9. (SITE COMPOUND/PARKING DETAILS) OF PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 05/08/2022
- 8 21/02598/COND7 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER(S): 24 (LANDSCAPE & ECOLOGICAL ENHANCEMENT PLAN) IMPOSED BY PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 23/05/2023
- 9 21/02598/COND8 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER 16. WHEEL WASHING, RELATING TO PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 28/09/2022
- 10 21/02598/COND9 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER(S): 6 (DILAPIDATION SURVEY) IMPOSED BY PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 03/11/2022
- 11 21/02598/COND10 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER(S): 20 (EXTERNAL MATERIALS AND FINISHES) IMPOSED BY PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 27/03/2024
- 12 21/02598/COND12 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER(S): 15 (DRIVEWAY SURFACING) AND 26 (SURFACE WATER DRAINAGE) IMPOSED BY PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 26/06/2024
- 13 21/02598/COND11 APPLICATION TO APPROVE DETAILS IN RELATION TO CONDITION NUMBER(S): 17 (HARD AND SOFT LANDSCAPING), 21 (LARGE SCALE DETAILS), 22 (MATERIALS SAMPLE PANEL) AND 23 (BOUNDARY TREATMENT) IMPOSED BY PLANNING PERMISSION 21/02598/FUL  
CONDITION APPLICATION DECIDED 02/08/2024

 **BUILDING REGULATIONS FROM 01/01/2000**

- 1

21/04359/FP ERECTION OF 73 DWELLINGHOUSES  
APPROVED CONDITIONALLY  
PLOT 71 - BUILDING WORK STARTED 02/07/2024

 **OTHER INFORMATION**

NO ENTRIES

Q1

## PLANNING AND BUILDING DECISIONS AND PENDING APPLICATIONS

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

### 1.1 a-i Planning Decisions And Pending Applications

(a) a planning permission

SEE PAGE 3

(b) a listed building consent

NONE SINCE 01/01/2000

(c) a conservation area consent

NONE SINCE 01/01/2000

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

NONE SINCE 01/01/2000

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

NONE SINCE 01/01/2000

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

NONE SINCE 01/01/2000

(g) a heritage partnership agreement

NONE SINCE 01/01/2000

(h) a listed building consent order

NONE SINCE 01/01/2000

(i) a local listed building consent order

NONE SINCE 01/01/2000

### 1.1 j-l Building Regulation Decisions

(j) building regulations approval

SEE PAGE 4

(k) a building regulation completion certificate and

THE SELLER SHOULD BE ASKED TO PROVIDE ANY CERTIFICATE, IF APPLICABLE

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

NONE SINCE 01/04/2002

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

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

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

### 1.2 Planning Designations And Proposals

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

SHEFFIELD UNITARY DEVELOPMENT PLAN ADOPTED MARCH 1998

THE PROPERTY IS WITHIN: HOUSING AREA

DRAFT SHEFFIELD LOCAL PLAN (SUBMITTED TO THE SECRETARY OF STATE FOR LEVELLING UP, HOUSING AND COMMUNITIES ON 06/10/2023 FOR INDEPENDENT EXAMINATION.)

THE PROPERTY IS WITHIN: HOUSING PROPOSAL

This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally Proposed Alteration or Replacement Plan but does not include Policies contained in Planning Guidance Notes or supplementary planning documents.

Q2

## ROADS AND PUBLIC RIGHTS OF WAY

### 2.1 Roadways, Footways And Footpaths

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

(a) highways maintainable at public expense

TEST STREET - YES

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

NONE

(c) to be made up by a Local Authority who will reclaim the cost from the frontagers

NONE

(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers

NONE

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

### ✓ 2.2-2.5 Public Rights Of Way

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

NO

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?

NO

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

NO

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

NOT APPLICABLE

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

## Q3

### OTHER MATTERS

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

#### ✓ 3.1 Land Required For Public Purposes

Is the property included in land required for public purposes?

NO

#### ✓ 3.2 Land To Be Acquired For Road Works

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

NO

#### ✓ 3.3 Drainage Matters

(a) is the property served by a sustainable urban drainage system (SuDS)?

3.3 (a-c) AS SCHEDULE 3 OF THE FLOOD & WATER MANAGEMENT ACT 2010 HAS NOT BEEN BROUGHT INTO FORCE, THE LOCAL AUTHORITY IS NOT REQUIRED TO KEEP RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES

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

SEE 3.3 (a)

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

NOT APPLICABLE

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

✓ **3.4 Nearby Road Schemes**

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

NO

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

NO

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

NO

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

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation

NO

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

NO

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

✓ **3.5 Nearby Railway Schemes**

(a) is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

NO

(b) are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

NO

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

✓ **3.6 Traffic Schemes**

Has a Local Authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named at Q2.1 and are within 200 metres of the boundaries of the property?

(a) permanent stopping up or diversion

NO

(b) waiting or loading restrictions

NO

(c) one way driving

NO

(d) prohibition of driving

NO

(e) pedestrianisation

NO

(f) vehicle width or weight restriction

NO

(g) traffic calming works including road humps

NO

(h) residents parking controls

NO

(i) minor road widening or improvement

NO

(j) pedestrian crossings

NO

(k) cycle tracks

NO

(l) bridge building

NO

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the Local Authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection.

Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

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

### ✓ 3.7 Outstanding Notices

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

(a) building works

NO

(b) environment

NO

(c) health and safety

NO

(d) housing

NO

(e) highways

NO

(f) public health

NO

(g) flood and coastal erosion risk management

REFER TO ENVIRONMENT AGENCY [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

### ✓ 3.8 Contravention Of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NO

### ✓ 3.9 Notices, Orders, Directions And Proceedings Under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following?

(a) an enforcement notice

NO

(b) a stop notice

NO

(c) a listed building enforcement notice

NOT APPLICABLE

(d) a breach of condition notice

NO

(e) a planning contravention notice

NO

(f) another notice relating to breach of planning control

NO

(g) a listed building repairs notice

NOT APPLICABLE

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

NOT APPLICABLE

(i) a building preservation notice

NO

(j) a direction restricting permitted development

NO

(k) an order revoking or modifying planning permission

NO

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

NO

(m) a tree preservation order

NO

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

NOT APPLICABLE

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

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

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

### 3.10 Community Infrastructure Levy (CIL)

(a) is there a CIL charging schedule?

YES, APPROVED BY THE LOCAL AUTHORITY ON 03/06/2015 AND CAME INTO EFFECT ON 15/07/2015

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

(b) (i) a liability notice?

NO

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

NO

(b) (iii) a demand notice?

NO

(b) (iv) a default liability notice?

NO

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

NO

(b) (vi) a commencement notice?

NO

(c) has any demand notice been suspended?

NO

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

NO

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

NO

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

NO

(g) has a liability order been granted?

NO

(h) have any other enforcement measures been taken?

NO

 **3.11 Conservation Area**

Do the following apply in relation to the property?

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

NO

(b) an unimplemented resolution to designate the area a Conservation Area

NO

 **3.12 Compulsory Purchase**

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

NO

 **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)?

(a) a contaminated land notice

NO

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

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

NO

(b) (ii) an entry

NO

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

NO

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

 **3.14 Radon Gas**

Do records indicate that the property is in a "Radon Affected Area" as identified by The UK Health Security Agency (UKHSA)?

YES 1-3%

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

We recommend purchasing a property specific Radon Report from [https://www.ukradon.org/services/address\\_search](https://www.ukradon.org/services/address_search)

 **3.15 Assets Of Community Value**

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

NO

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

NO

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

NOT APPLICABLE

(a) (iii) has the listing expired?

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

(b) If the property is listed:

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

NOT APPLICABLE

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

NOT APPLICABLE

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

NOT APPLICABLE

## **① SOURCES OF INFORMATION**

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

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

*The Local Authority Makes Planning Records Readily Available From 01/01/2000 And Building Control Records Readily Available From 01/01/2000, The Records Have Been Searched Back To Those Dates Only, Should Earlier Planning Or Building Control Records Be Required, These Can Be Obtained By Contacting The Planning Or Building Control Department At The Local Authority Directly At: Sheffield City Council, Town Hall Pinstone Street Sheffield S1 2HH*

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

## **TYPICAL ANSWER, ADVISORY & WARNING EXPLANATION**

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

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

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

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

## TERMS AND CONDITIONS

In these Terms, when we refer to we, us etc, we are referring to Property Searches Direct. When we refer to you, we are referring to you, the customer. Where we refer to “parties” we mean you and us.

Your use of the Website to purchase Services, is governed by these Terms and our Privacy Policy and our Website Terms of Use. Please take the time to read them, as they include important terms and conditions which apply to you.

You can contact Property Searches Direct by writing to us at the above address, by emailing [customersupport@propertysearchesdirect.co.uk](mailto:customersupport@propertysearchesdirect.co.uk) or by calling us on [0333 090 9187](tel:03330909187).

The Services and the Website are intended for the use of businesses and consumers direct.

### 1. DEFINITIONS

In these Terms, when the following words with capital letters are used, this is what they will mean:

“Address Data” means the property address(es) supplied by you to us when you submit an Order;

“Contract” means the contract for the purchase of Services through the Website which is formed in accordance with term 3 below;

“Event Outside Our Control” means any act or event beyond our reasonable control including, without limitation, strikes, lock-outs, trade union action or any other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport or prohibitions or enactments of any kind on the part of a local authority or a body responsible for the maintenance of records, including, but not limited to, the Land Registry, Registers of Scotland, Scottish Record Office, HM Registry and Companies House;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Order” means an order for the purchase of Services which you submit to us through the Website using our online ordering system, through a system integration or by email;

“Search provider” means the third party from whom we obtain third party materials.

“Services” means any property search and / or title search or other relates services which we make available for purchase through the Website;

“Terms” means these terms and conditions of purchase; and

“Third Party Materials” means any report, search, data, information or materials acquired by Property Searches Direct from third parties to be provided to you in connection with the Services from time to time.

### 2. PLACING AN ORDER

2.1. When you order any Services through the Website, through a system integration or by email, these Terms will apply to that Order. By placing an Order by email or through a system integration you are

confirming that you accept these Terms. If you do not accept the Terms, then you will not be able to order any Services.

2.2. If we accept your Order, these Terms will form the basis of the Contract between us. Please see term 3 below for more information on how the Contract between us is formed. You should print a copy of these Terms and save them for future reference.

2.3. It is your responsibility to ensure that the details of your Order are correct and accurate and that you provide us with all information relevant to your Order. Our order process allows you to check and amend any errors before submitting your Order through the Website. You should however note that we shall not be responsible for any input errors in your Order.

2.4. We provide a Lender Checker Tool to help users determine whether a product (e.g., regulated search packs) is compatible with their mortgage lender's requirements. However:

- It is your responsibility to ensure that the products you select are appropriate for your transaction and accepted by your lender.
- We do not accept liability for any loss or cost incurred as a result of purchasing a product that is not accepted by your mortgage lender or conveyancer.

If you are unsure about any product or its suitability, please contact us before placing an order.

### **3. HOW A CONTRACT IS FORMED BETWEEN US**

3.1. When you place an Order through the Website you are offering to buy those Services from us. We will send you a confirmation e-mail shortly after you place your Order ("Confirmation"). However, this email is simply confirming receipt of your Order and does not mean that your Order has been accepted. You should note that:-

3.1.1. we are not obliged to accept your Order; and

3.1.2. no contract exists between us for those Services at this stage.

3.2. When you place an Order by email or through a system integration you are offering to buy those Services from us.

3.3. Subject to term 3.4 we will send you an email with the Services which you requested in your Order ("Dispatch Email"). The Dispatch email is our acceptance of your offer to buy the Services from us and the Contract between us will only be formed when we send you the Dispatch Email.

3.4. All the Services shown on our Website are subject to availability. If we are unable to supply you with the Services we will inform you of this by e-mail and we will not process your Order

3.5 For the avoidance of doubt, no one other than you and Property Searches Direct shall have any right to enforce any term of the Contract.

### **4. OUR SERVICES**

4.1. For the purpose of the Contract, the description and any specification of the Services will be set out in the Order.

4.2. We reserve the right to alter the Services or any relative specifications (whether such specifications have been submitted by you in the Order or otherwise), at any time, if we are required to do so by law. In such circumstances we shall notify you as soon as practicable by email and will not process your Order until you have confirmed that you wish us to proceed.

## **5. PROVISION OF SERVICES**

5.1. Property Searches Direct warrants that it will provide the Services using reasonable care and skill.

5.2. Property Searches Direct shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

5.3. You confirm that you have authority to bind any business or individual on whose behalf you use the Website to purchase Services.

5.4 Services ordered by you and rendered by Property Searches Direct are deemed to have been instructed or ordered by you and you shall be treated as the party responsible for payment for the Services, unless otherwise agreed in writing between the parties before the Order is placed.

5.5 If you are not the person undertaking the transaction in relation to the property that is the subject of the Services but are ordering the Services, directly or indirectly, for such person, you agree to ensure that a copy of any report or search provided as part of the Services is provided to such person before the said transaction is entered into.

5.6 These Terms and any document expressly referred to in them and the Order and Dispatch Email constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between both parties, whether written or oral, relating to its subject matter and any other terms and conditions implied by trade, custom, practice or course of dealing.

5.7 You acknowledge that in entering into this Contract you have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, any document expressly referred to in them or the online order form.

5.8 Both parties agree that neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

5.9 In providing search reports and services Property Searches Direct will comply with the Search Code.

## **6. SPECIFIC ONLINE OFFERS**

We may offer specific discounts on certain services from time to time. Such discounts will be subject to the specific terms and conditions stated on the Website in respect of these offers, in addition to these Terms.

## **7. PRICE AND PAYMENT**

7.1. The prices for our services will be provided to you when you set up an account facility with us. We will do what we reasonably can to ensure that the prices provided to you are accurate and up to date, however, it is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mis-pricing, we may end the contract, refund you any sums you have paid and require the return of any property search, title search or other documentation provided to you in furtherance of the Services. The prices provided to you are exclusive of VAT and any other applicable taxes (which are charged at the current rate).

7.2. We reserve the right to update the prices for the Services at any time and if we do so we will advise you by email or letter.

7.3. Unless otherwise agreed when you set up an account facility with us, our standard payment terms are 7 days from the date of order is placed.

7.3 If payment is not made or received by the Due Date, we reserve the right to retain any reports or searches prepared for you as part of the Contract until full payment is received.

7.4 We shall be entitled to charge, and you shall pay, interest on all sums not paid by the Due Date at the rate of 4% above the Barclays Bank base rate from time to time until the date upon which full payment is received. You shall pay the interest together with the overdue amount.

7.5 You may be subject to validation checks and/or third party authorisations depending on your method of payment.

## **8. CANCELLATION**

We may cancel any Contract (or any part of the Contract) for any reason, in which event we will notify you by email.

## **9. OUR LIABILITY**

9.1 Nothing in these Terms limits or excludes our liability for:

9.1.1. death or personal injury caused by our negligence; and

9.1.2. fraud or fraudulent misrepresentation.

9.2. Subject to term 9.1, we will under no circumstances whatever be liable to you, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

9.2.1. any loss of profits, sales, business, or revenue;

9.2.2. loss or corruption of data, information or software;

9.2.3. loss of business opportunity;

9.2.4. loss of anticipated savings;

9.2.5. loss of goodwill; or

9.2.6. any indirect or consequential loss.

9.3. Subject to term 9.1 and 9.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million in relation to Services provided in connection with residential and commercial properties.

9.4. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes.

## **10. YOUR WARRANTY**

10.1. You agree to indemnify and hold harmless Property Searches Direct for any costs, damages, expenses, losses and liability (including settlement costs and legal fees) incurred in relation to any claim, action or proceeding brought against us due to breach by you of these Terms.

10.2. You shall notify us immediately of any misuse or potential misuse of your account information or

password and you agree to take responsibility for all payments incurred through use of your account and / or password.

## **11. USE OF INFORMATION / DATA**

11.1. We only use your personal data, which you provide to us in connection with your Order and as set out in our Privacy Policy which can be found at <https://propertysearchesdirect.co.uk/privacy-policy> Please take the time to read our Privacy Policy as it includes important terms which apply to you.

11.2. We maintain a database of address information (not any personal data) to which we will add the Address Data (the "Database"). We sell the Database and information contained on the Database (including the Address Data) to third party marketing companies to be used to issue marketing communications to addresses about services which may be of interest to the inhabitants / proprietors of those addresses.

11.3. You confirm that you have obtained the necessary consents from all third parties to enable you to provide us with the Address Data for the use described at term 11.2.

11.4. When you make a purchase on our Website, we collect personal data including your name, email address, postal address, and order information. This information is stored securely in our systems and used solely to fulfil your order and communicate with you regarding your purchase.

We do not share your data with any third parties except:

- Trustpilot: We provide your email address and order reference to Trustpilot to invite you to leave feedback on your experience with us.

## **12. INTELLECTUAL PROPERTY**

12.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall remain in the ownership of the Search provider and may not be reproduced, transmitted or distributed without our express prior written consent.

12.2. You acknowledge that your use of any Third Party Materials and the Intellectual Property Rights therein is restricted to the extent of any terms of use or licence terms imposed by the third party providing the Third Party Materials.

12.3. In respect of each report provided under the Contract, we grant a licence to you to use such report and to pass such report to others to use, in its entirety, in connection with the property transaction for which it was requested. You are not entitled to use any such report for any other purpose or provide it to any third party for any other purpose. You shall not be entitled to modify or amend, nor make derivative works from, any such report. You shall not extract or copy any parts of the data contained in such report nor use, sell, transfer, distribute or publish such extracted data for any purpose whatsoever.

12.4. No licence to use the report shall be granted to you until such time as payment for the Services is made in full to Property Searches Direct. Until full payment is made to Property Searches Direct you shall have no right to use and/or to rely upon the data comprised in such reports.

## **13. THE WEBSITE**

13.1. The information, materials and opinions contained on the Website are for general information purposes only, are not intended to constitute professional advice, and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances.

13.2. The Website contains links to websites operated by third parties. The inclusion of such links does not imply any endorsement or approval of any products, information, materials or services offered or provided on these third party websites

13.3. We accept no liability for any claims, penalties, loss, damage or expenses arising from: any reliance placed on the content of the Website; the use of or inability to use the Website; the downloading of any materials from the Website; or any unauthorised access to or alteration to the Website.

#### **14. OTHER IMPORTANT LEGAL TERMS**

14.1. We will not be responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract which are caused by an Event Outside Our Control. If an Event Outside Our Control takes place that affects the Contract we will contact you as soon as reasonably possible to notify you. Please note our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.

14.2. Each term of these Terms operates separately. If any of these terms is found by any court or relevant authority to be unlawful or unenforceable, the other terms shall not be affected and shall remain in full force and effect. If any term of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the term were deleted, the term in question shall apply with such deletion as may be necessary to make it lawful and enforceable.

14.3. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and that will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will do so only in writing, but that will not mean that we automatically waive any later default by you.

14.4. We may perform any of our obligations or exercise any of our rights under the Contract ourselves or where applicable, through any other persons (legal or otherwise) or entities.

14.5. We may transfer our rights and obligation under a Contract to another organisation but this will not affect your rights under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we give our prior written agreement.

14.6. You acknowledge that you have not relied on any statement, promise or representation made or given by, or on behalf of, us which is not set out within these Terms or any document expressly referred to in them.

14.7. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your Order.

14.8. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this term shall not apply to the service of any proceedings or other documents in any legal action.

14.9. For the avoidance of doubt a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

14.10. These Terms are governed by the laws of England and Wales. This means that a Contract for the purchase of Services through the Website and any dispute or claim arising out of or in connection with it will be subject to the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Property Searches Direct Limited trading as Property Searches Direct, postal address: 'Waters Edge' Riverside Close, Oundle, Peterborough PE8 4DN, phone number 0333 090 9187, email address [enquiries@propertysearchesdirect.co.uk](mailto:enquiries@propertysearchesdirect.co.uk), 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.

**In providing search reports and services, Property Searches Direct Limited T/a Property Searches Direct, will comply with the Search 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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### TPOs Contact Details:

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

Web site: [www.tpos.co.uk](http://www.tpos.co.uk) Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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

## **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

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

See the complaint process with Property Searches Direct [here](https://www.propertysearchesdirect.co.uk/complaints)  
(<https://www.propertysearchesdirect.co.uk/complaints>)

Complaints should be sent to: Daniel Hamilton-Charlton, CEO and Founder, Property Searches Direct Limited, 'Waters Edge' Riverside Close, Oundle, Peterborough PE8 4DN, phone number 0333 090 9187, email address [ceo@propertysearchesdirect.co.uk](mailto:ceo@propertysearchesdirect.co.uk)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will cooperate fully with the Ombudsman during an investigation and comply with his final decision.

## Personal Search Insurance (Local Authority Search)

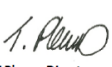

### Schedule

**Policy Number: GESI 0037077CV**

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

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

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

T. Plews, Director  
Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer

## Definitions

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

|                               |   |
|-------------------------------|---|
| <b>Administrator/We/Us</b>    | CLS Property Insight Limited, company number 06993053 with registered office at 85 Great Portland Street, London, W1W 7LT. CLS Property Insight Limited can be contacted by email at <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> or by telephone on 01732 753 910 or by post also to 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE at all times as authorised underwriting agents and administrators for ERGO UK Specialty Limited on behalf of the Insurer with no liability under this Policy.  |
| <b>Adverse Matter</b>         | <ol style="list-style-type: none"><li>Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report:<ol style="list-style-type: none"><li>because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Inception Date; and/or</li><li>because the Appropriate Authority did not provide answers to question 3.6 relating to Traffic Schemes, for the purposes of the Search Report at the policy Inception Date.</li></ol></li></ol> |
| <b>Alternative Report</b>     | A Search Report or Official Search Report carried out on the Property after the Inception Date.   |
| <b>Appropriate Authority</b>  | The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.   |
| <b>Fair Market Value</b>      | The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.   |
| <b>Declaration</b>            | The monthly declaration submitted by the Search Provider to the Insurer via the Administrator.  |
| <b>Loss</b>                   | Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.  |
| <b>Master Policy</b>          | Policy Number GESI 0037077CV which the Search Provider has added to a Declaration submitted to the Administrator each month.  |
| <b>Mortgagee</b>              | Any financial institution which has a mortgage or charge secured on the Property on or after the Inception Date.  |
| <b>Official Search Report</b> | Direct responses from an Appropriate Authority to an application made to it under forms LLC1, CON29 or CON29(O).  |
| <b>Registers</b>              | Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.   |
| <b>Search Report</b>          | The information provided by the Search Provider in respect of the information obtained from the local authority with regards to search forms LLC1, CON29 or CON29(O).   |

## Cover

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

## Protection for Mortgagees and Successors in Title

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

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

## Exclusions

1. The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
2. The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
3. The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
  - (a) disclosed to You in Your Search Report; and/or
  - (b) which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
  - (c) which first arose after the Inception Date; and/or
  - (d) which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
  - (e) contained in any other report under forms LLC1, CON29 or CON29(O) provided to You or Your advisers prior to the Inception Date; and/or
  - (f) any matter that would not have been disclosed under forms LLC1, CON29 or CON29(O).
4. Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
5. Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider. For the avoidance of doubt, this exclusion will not apply where a claim is made by the Insured to the Insurer.
6. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
7. The Insurer will not pay Loss in connection with any matters which would or should have been disclosed in replies to enquiries on the TA6 Property Information Form (or similar).
8. Any consequential Loss or penalty interest suffered by You.
9. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following:
  - (a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or incident.
  - (b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.
  - (c) War, invasion, civil war, rebellion, revolution or a similar event.
  - (d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.
10. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is in actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.

## Claims Conditions

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

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

## General Conditions

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

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

## Cancellation Rights

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If cancellation/termination is required, the Insured should contact the Administrator at [cancellations@clspropertyinsight.co.uk](mailto:cancellations@clspropertyinsight.co.uk).

## Making a Claim

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

## Complaints Procedure

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

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

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

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

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

Email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## Financial Services Compensation Scheme (FSCS)

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

## Data Privacy Notice

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

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

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

## Collection of Data

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

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

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

## Personal Data about others

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

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## Our uses of Data

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

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

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## Sharing Your Data

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

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

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## Transfer and Storage of Your Data Overseas

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

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## Data Retention

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

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## Data Subject Rights

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

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

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## Changes to this Data Privacy Notice

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

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## Great Lakes UK Limited and ERGO UK Specialty Limited Privacy Notice

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

For more detailed information or to contact us, please see the details within the relevant privacy notice (as referred to below)

Great Lakes Insurance UK Limited privacy notice:

[https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/jcr\\_content/renditions/original/Great-Lakes-Insurance-UKInformation-Notice.pdf](https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/jcr_content/renditions/original/Great-Lakes-Insurance-UKInformation-Notice.pdf).

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

# Insurance Product Information Document

Company: Great Lakes Insurance UK Limited

Product: Personal Search Insurance

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

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

## What is this type of insurance?

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

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



## What is insured?

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



## What is not insured?

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



## Are there any restrictions on cover?

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



## Where am I covered (Geographical Limits)?

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



## What are my obligations?

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



## When and how do I pay?

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



## When does the cover start and end?

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

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



## How do I cancel the contract?

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

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

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

## Initial Disclosure Document

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### To the Intermediary

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

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

### To the Policyholder

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| <b>Who are we?</b>                                       | CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> .   |
| <b>Whose policies we offer?</b>                          | We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.  |
| <b>What Services do we provide?</b>                      | We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.  |
| <b>Payment for our services</b>                          | CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.  |
| <b>Our regulatory status</b>                             | CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website <a href="http://www.fca.org.uk/register">www.fca.org.uk/register</a> or by contacting the FCA on 0800 111 6768.  |
| <b>What the Financial Conduct Authority is</b>           | <p>The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.</p> <p>The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.</p>  |
| <b>What to do if you have a complaint</b>                | <p>We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email <a href="mailto:complaints@clspropertyinsight.co.uk">complaints@clspropertyinsight.co.uk</a>, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:</p> <p>Complaints Manager, ERGO UK Specialty Limited Munich RE Group Offices by post to 1 Fen Court, London EC3M 5BN, or by email to <a href="mailto:complaints@ergo-commercial.co.uk">complaints@ergo-commercial.co.uk</a>, or telephone them on 020 3003 7130.</p> <p>If You are still dissatisfied then You may have a right to refer Your complaint to:<br/>The Financial Ombudsman Service</p> <p>Exchange Tower<br/>London E14 9SR<br/>0800 023 4 567 Calls to this number are now free on mobile phones and landlines<br/>0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers<br/>Email at: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></p> <p>The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.</p> |
| <b>The Financial Services Compensation Scheme (FSCS)</b> | Great Lakes Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority. Further details can be obtained from <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by telephone on 0800 678 1100.   |