





# Personal Regulated Search




## Local Land Charge Highlights

<b>LLC1</b> PART 3	<b>Planning Charges</b> Entries registered under Part 3 Planning Charges	2 IDENTIFIED
<b>LLC1</b> OTHERS	<b>Local Land Charges</b> Entries registered under all other Parts	1 IDENTIFIED




## Planning & Building Regulation Highlights

	<b>Planning Permissions</b> Entries under question 1.1(a)	NONE IDENTIFIED
	<b>Building Regulations</b> Entries under questions 1.1(j,k,l)	NONE IDENTIFIED
	<b>Other Planning Matters</b> Entries under questions 1.1(b,c,d,e,f,g,h,i)	NONE IDENTIFIED
	<b>Local Development Framework</b> Entries under question 1.2	1 IDENTIFIED

## Road, Railway & Highways Highlights

	<b>Road Status</b> A road or access way under question 2.1(a) is unadopted.	FURTHER ACTION
	<b>Adoptions / Made Up</b> Entries under questions 2.1(b,c,d)	NONE IDENTIFIED
	<b>Road, Railway &amp; Traffic Schemes</b> Entries under questions 3.4-3.6	NONE IDENTIFIED

## Other Highlights

	<b>Land Acquisition</b> Entries under questions 3.1-3.2	NONE IDENTIFIED
	<b>Other Matters</b> Entries under questions 3.7-3.13 & 3.15	NONE IDENTIFIED
	<b>Radon Gas</b> Entries under question 3.14	LOW

### Search Details

**Property Address**  
6 Roselands Court  
Egerton Park  
BIRKENHEAD  
CH42 4RA

**Local Authority**  
Wirral Metropolitan Borough Council

**Report Reference**  
11271244

**Customer Reference**  
Auction.Is.GoTo.Hesketh

**Search Date**  
15 May 2019

**Requested By**  
GTG - The Foster Partnership  
NSNF

### Search Conducted by

Antony Lea

### Customer Service

If you have any additional enquiries or require further information to assist with this transaction, please contact our Helpdesk on

**0870 787 7625**

or by emailing  
helpdesk@searchflow.co.uk



## Understanding This Report

### Data Sources

The information in this report has been obtained by either the ordering of CON29 data or by personal inspection of the publicly available data held on the Local Land Charges Register, the Planning Register, Building Control Records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, UK Radon Map, the Local and/or County Council websites and the Highways Agency website. Some data is drawn from licensed proprietary datasets as indicated.

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

To clarify the source of information for each section of this report, we use the following icons:



#### Personal Regulated Search

Sections with this logo contain data inspected from council sources by a personal search agent.



#### SearchFlow

Sections with this logo are automated or otherwise powered by SearchFlow systems.

### Smart Colour Coding

To assist you with quickly reading and interpreting this report, we use the following colours to show where relevant data has been revealed. Risk highlighting (Red and Green) is currently only applied to Roads and Radon questions.



#### No Entries

When greyed out, this section has been searched but no relevant information was returned

NONE IDENTIFIED



#### Attention

One or more entries in this section reveal potential risk and require attention

IDENTIFIED



#### Entries Revealed

Our search has revealed entries in this section – the data returned has not been risk scored

IDENTIFIED



#### Low Risk

Information has been returned in this section and is perceived to be low risk

LOW

### Next Steps

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

If you wish to obtain copies of any documents you should submit a written application to the council offices located at:

**Wirral Metropolitan Borough Council**  
 Highways department  
 Town Hall  
 Brighton Street  
 Wallasey  
 Merseyside  
 CH44 8ED

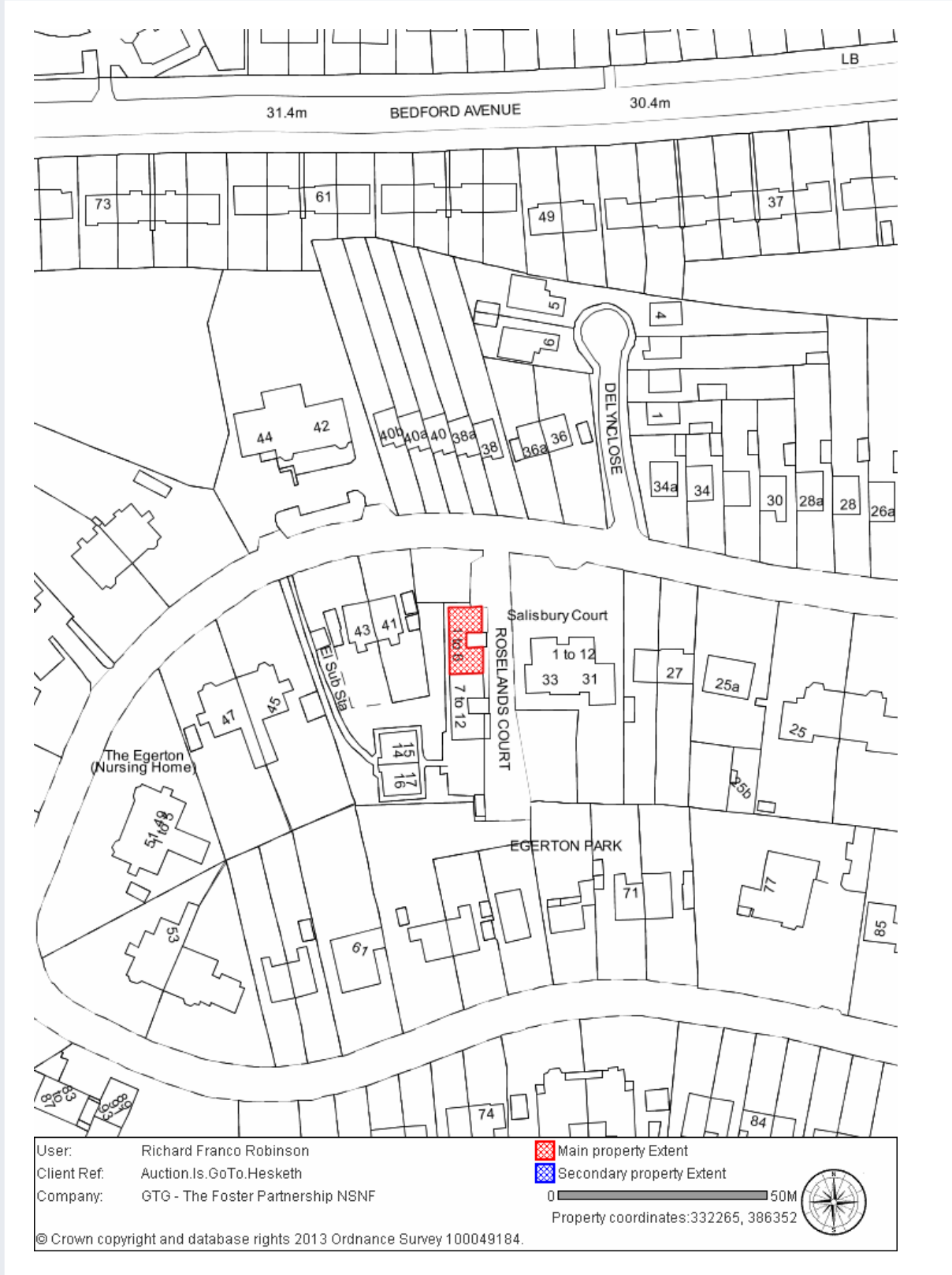
Contact details for other data providers and useful sources of information are given later in this report.





### Location Plan

This search has been compiled based on the search area outlined below.



**LLC1**

## Local Land Charges

3 IDENTIFIED

The Local Land Charges Register records entries against the property made by statute, or any charge that prohibits or restricts use on the parcel of land securing payment. Local Land Charges are binding on successive owners of the property. They can have a material effect on its future use and amenity, as well as laying a financial burden.

**PART 1**

### General Financial Charges

Land Charge entries registered under Part 1 General Financial Charges.

NONE IDENTIFIED

**PART 2**

### Specific Financial Charges

Land Charge entries registered under Part 2 Specific Financial Charges.

NONE IDENTIFIED

**PART 3**

### Planning Charges

Land Charge entries registered under Part 3 Planning Charges.

2 IDENTIFIED

	Registration Date	Reference No.	Type
Details			
Datasource			
1	09/07/1964		Tree Preservation Order
	Tree Preservation Order		
2	10/07/1989	APP/89/06130	Conditional Permission
	Variation of condition 1c of planning approval 13232 of 18.04.66 to allow the demolition of garages and formation of car parking spaces.		

**PART 4**

### Miscellaneous Charges

Land Charge entries registered under Part 4 Miscellaneous Charges.

1 IDENTIFIED

	Registration Date	Reference No.	Type
Details			
Datasource			
1	Not Available		Smoke Control order
	Smoke Control Order		

**PART 5**

### Fenland Ways Maintenance Charges

Land Charge entries registered under Part 5 Fenland Ways Maintenance Charges.

NONE IDENTIFIED



<b>PART 6</b>	<b>Land Compensation Charges</b> Land Charge entries registered under Part 6 Land Compensation Charges.	NONE IDENTIFIED
<b>PART 7</b>	<b>New Towns Charges</b> Land Charge entries registered under Part 7 New Towns Charges.	NONE IDENTIFIED
<b>PART 8</b>	<b>Civil Aviation Charges</b> Land Charge entries registered under Part 8 Civil Aviation Charges.	NONE IDENTIFIED
<b>PART 9</b>	<b>Opencast Coal Charges</b> Land Charge entries registered under Part 9 Opencast Coal Charges.	NONE IDENTIFIED
<b>PART 10</b>	<b>Listed Building Charges</b> Land Charge entries registered under Part 10 Listed Building Charges.	NONE IDENTIFIED
<b>PART 11</b>	<b>Light Obstruction Charges</b> Land Charge entries registered under Part 11 Light Obstruction Charges.	NONE IDENTIFIED
<b>PART 12</b>	<b>Drainage Scheme Charges</b> Land Charge entries registered under Part 12 Drainage Scheme Charges.	NONE IDENTIFIED



<b>1.1</b>	Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-	NONE IDENTIFIED
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This section of the report reveals any matters recorded by the Planning and Building Control Departments, as well as any other matters that permit or restrict development on site. Here, you will find items such as the planning history of the property, along with any building regulation entries made following work completed on site.

NB. Copy documents are available by written application to the Building Control Department/Planning Department.

<b>1.1 (a)</b>	<b>Planning Permissions</b>	SEE NOTE
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**i** Please refer to additional entries revealed under Part III Local Land Charges Register, which will not be duplicated in this section.

<b>1.1 (b)</b>	<b>Listed Building Consents</b>	NONE IDENTIFIED
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**i** Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

<b>1.1 (c)</b>	<b>Conservation Area Consents</b>	NONE IDENTIFIED
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**i** Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

<b>1.1 (d)</b>	<b>Certificate of Lawfulness of Existing Use or Development</b>	NONE IDENTIFIED
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<b>1.1 (e)</b>	<b>Certificate of Lawfulness of Proposed Use or Development</b>	NONE IDENTIFIED
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<b>1.1 (f)</b>	<b>Certificate of Lawfulness of Proposed Work for Listed Buildings</b>	NONE IDENTIFIED
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<b>1.1 (g)</b>	<b>Heritage Partnership Agreements</b>	NONE IDENTIFIED
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<b>1.1 (h)</b>	<b>Listed Building Consent Orders</b>	NONE IDENTIFIED
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<b>1.1 (i)</b>	<b>Local Listed Building Consent Orders</b>	NONE IDENTIFIED
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<b>1.1 (j)</b>	<b>Building Regulation Approvals</b>	NONE IDENTIFIED
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<b>1.1 (k)</b>	<b>Building Regulation Completion Certificates</b>	NONE IDENTIFIED
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<b>1.1 (l)</b>	<b>Any building regulations certificate or notice issued in respect of work carried out under a competent person scheme?</b>	NONE IDENTIFIED
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**i** Where an entry has been revealed under questions 1.1j 1.1k or 1.1l, you should ask the vendor or developer of the property to confirm that building regulations have been complied with.



## 1.2

### Local Plan / Local Development Framework

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?

1 IDENTIFIED

The Local Development Plan or Local Development Framework sets out the Local Authority's planning policies for the area, and is important when considering planning applications. They show spatially a strategic plan for development in the area, and help ensure that government policy is being met on sustainable development, housing supply and protection of valuable open spaces.

	Type	Details
	Datasource	
1	Development Plan Proposal	Adopted UDP 2000, Core Strategy  Primary Residential Area



**2**

## Roads, Footways and Footpaths

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

**FURTHER ACTION**

This section of the report deals with the adoption of roads, footways and footpaths, and includes information held by either the Local Authority or County Council. Where a road, footway or footpath is listed as Adopted, it will be maintained by the relevant authority. The circumstances or conditions for any other listing, such as Private or Section 38, should be confirmed either with the property vendor or developer prior to purchase, or you may wish to consider conducting a further Highways Search. This section also contains details of Public Rights of Way as shown on the definitive map

**2.1**

### Egerton Park

**NOT ADOPTED**

2.1(a) Status	2.1(b) Subject to adoption
2.1(c) To be made up by local authority	2.1(d) To be adopted by local authority
NOT ADOPTED	No
No	No

**2.1**

### Bebington Road

**ADOPTED**

2.1(a) Status	2.1(b) Subject to adoption
2.1(c) To be made up by local authority	2.1(d) To be adopted by local authority
ADOPTED	Not Applicable
Not Applicable	Not Applicable

**2.2**

### Public Rights of Way

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

**NONE IDENTIFIED**

**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?

**NONE IDENTIFIED**

**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?

**NONE IDENTIFIED**

**2.5**

If so, please attach a plan showing the approximate route.

**NOT APPLICABLE**







## Land Acquisition

Where the Local Authority has indicated that the land is required for public purposes or for road works, it will be indicated here. If the land is to be compulsory purchased, this will be revealed elsewhere in the report under the relevant headings.

<b>3.1</b>	<b>Land required for Public Purposes</b> Is the property included in land required for public purposes?	NONE IDENTIFIED
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<b>3.2</b>	<b>Land to be acquired for Road Works</b> Is the property included in land to be acquired for road works?	NONE IDENTIFIED
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## Drainage Matters

SuDS, or sustainable urban drainage systems, are a sequence of water management practices and facilities designed to drain surface water in a manner that will provide a more sustainable approach than what has been the conventional practice of routing run-off through a pipe to a watercourse. Where the council hold relevant information, it will be revealed in this section.

<b>3.3</b>	<b>Drainage Matters</b>	NONE IDENTIFIED
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<b>3.3 (a)</b>	Is the property served by a sustainable urban drainage system (SuDS)?	NONE IDENTIFIED
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<b>3.3 (b)</b>	Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	NONE IDENTIFIED
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<b>3.3 (c)</b>	If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	NONE IDENTIFIED
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**i** Questions previously answered in Section 3.3 are no longer answered in a Local Authority search. This information will be revealed in a Drainage and Water Search.



## Road Schemes

<b>3.4</b>	<b>Road Schemes</b> Is the property (or will it be) within 200 metres of any of the following:-	NONE IDENTIFIED
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When the relevant authority has made plans or proposals to amend or construct new roads in the vicinity of the property, the relevant schemes will be highlighted in this section.

<b>3.4 (a)</b>	The centre line of a new trunk road or special road specified in an order, draft order or scheme;	NONE IDENTIFIED
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<b>3.4 (b)</b>	The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	NONE IDENTIFIED
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<b>3.4 (c)</b>	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 IDENTIFIED
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<b>3.4 (d)</b>	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 IDENTIFIED
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<b>3.4 (e)</b>	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail ?	NONE IDENTIFIED
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<b>3.4 (f)</b>	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 IDENTIFIED
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## Railway Schemes

<b>3.5</b>	<b>Railway Schemes</b>	NONE IDENTIFIED
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When there are plans or proposals to amend or construct new railway, tramway or similar rail schemes in the vicinity of the property, the relevant items will be highlighted in this section. Please note this section is limited to a 200m radius. If you are concerned about larger schemes passing through the area, such as HS2, we recommend conducting an Energy and Infrastructure Report.

<b>3.5 (a)</b>	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail ?	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

<b>3.5 (b)</b>	Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	NONE IDENTIFIED
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## Traffic Schemes

3.6	<b>Traffic Schemes</b> Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property ?:-	NONE IDENTIFIED
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When the relevant authority proposes localised traffic schemes affecting roads, footways and footpaths abutting the property (such as pedestrianisation or traffic calming measures) but hasn't yet implemented them, the relevant matters will be highlighted in this section. The effect of these schemes can include an impact on access to the property (such as one way driving), introduce new parking restrictions, or even prevent certain types of vehicles from using the road.

3.6 (a)	Permanent Stopping Up or Diversion	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (b)	Waiting or Loading Restrictions	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (c)	One Way Driving	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (d)	Prohibition of Driving	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (e)	Pedestrianisation	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (f)	Vehicle Width or Weight Restrictions	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (g)	Traffic Calming Works including Road Humps	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (h)	Residents Parking Controls	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6 (i)	Minor Road Widening or Improvement	NONE IDENTIFIED
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**i** Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.



3.6  
(j)

### Pedestrian Crossings

NONE IDENTIFIED



Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6  
(k)

### Cycle Tracks

NONE IDENTIFIED



Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.

3.6  
(l)

### Bridge Building?

NONE IDENTIFIED



Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.



## Outstanding Notices

<b>3.7</b>	<b>Outstanding Notices</b> 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:-	NONE IDENTIFIED
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If the Local Authority has served any other statutory notices that haven't been revealed under other headings of this report, they will typically be noted as entries in this section.

<b>3.7 (a)</b>	Building Works	NONE IDENTIFIED
<b>3.7 (b)</b>	Environment	NONE IDENTIFIED
<b>3.7 (c)</b>	Health and Safety	NONE IDENTIFIED
<b>3.7 (d)</b>	Housing	NONE IDENTIFIED
<b>3.7 (e)</b>	Highways	NONE IDENTIFIED
<b>3.7 (f)</b>	Public Health	NONE IDENTIFIED
<b>3.7 (g)</b>	Flood and Coastal Erosion Risk Management?	NONE IDENTIFIED

## Contravention of Building Regulations

<b>3.8</b>	<b>Contravention of Building Regulations</b> Has a local authority authorised in relation to the property any proceedings for:-	NONE IDENTIFIED
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If the Local Authority has authorised proceedings in relation to the contravention of Building Regulations at the property, the matter will be noted here.

<b>3.8</b>	<b>The contravention of any provision</b> contained in building regulations	NONE IDENTIFIED
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**3.9**

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:-

NONE IDENTIFIED

This section covers other matters that Planning Departments typically deal with, including (but not limited to) enforcement notices, stop notices, listed building repairs and building preservation orders. Entries revealed in this section of the report may impact on the intended use and amenity of the property, and can restrict or prevent certain types of work being done at the property without prior permission from the Council (such as the trimming or felling of trees, in the instance of a Tree Preservation Order).

**3.9 (a)**

An enforcement notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**3.9 (b)**

A stop notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**3.9 (c)**

A listed building enforcement notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**3.9 (d)**

A breach of condition notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**3.9 (e)**

A planning contravention notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**3.9 (f)**

Another notice relating to breach of planning control

NONE IDENTIFIED

**3.9 (g)**

A listed building repairs notice

NONE IDENTIFIED

**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 IDENTIFIED

**3.9 (i)**

A building preservation notice

NONE IDENTIFIED



Any entries revealed under Parts III and X of the Local Land Charges Register will not be duplicated in this section.





3.9  
(j)

A direction restricting permitted development

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9  
(k)

An order revoking or modifying planning permission

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9  
(l)

An order requiring discontinuance of use or alteration or removal of building works

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9  
(m)

A tree preservation order

SEE NOTE



Please refer to additional entries revealed under Part III Local Land Charges Register, which will not be duplicated in this section.

3.9  
(n)

Proceedings to enforce a planning agreement or planning contribution?

NONE IDENTIFIED



<b>3.10</b>	Community Infrastructure Levy	NONE IDENTIFIED
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The Community Infrastructure Levy came into force in April 2010. It allows local authorities in England and Wales to raise funds from developers undertaking new building projects in their area. The money can be used to fund a wide range of infrastructure that is needed as a result of development.

<b>3.10 (a)</b>	Is there a CIL charging schedule?	NONE IDENTIFIED
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**i** Any entries revealed under Parts I, II and III of the Local Land Charges Register will not be duplicated in this section.

<b>3.10 (b)</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:- (i) a liability notice?; (ii) a notice of chargeable development?; (iii) a demand notice?; (iv) a default liability notice?; (v) an assumption of liability notice?; (vi) a commencement notice?	NONE IDENTIFIED
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**i** Further information is available on written application to the planning department.

<b>3.10 (c)</b>	Has any demand notice been suspended?	NONE IDENTIFIED
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<b>3.10 (d)</b>	Has the Local Authority received full or part payment of any CIL liability?	NONE IDENTIFIED
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<b>3.10 (e)</b>	Has the Local Authority received any appeal against any of the above?	NONE IDENTIFIED
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<b>3.10 (f)</b>	Has a decision been taken to apply for a liability order?	NONE IDENTIFIED
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<b>3.10 (g)</b>	Has a liability order been granted?	NONE IDENTIFIED
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<b>3.10 (h)</b>	Have any other enforcement measures been taken?	NONE IDENTIFIED
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## Conservation Areas

<b>3.11</b>	Do any of the following apply in relation to the property:-	NONE IDENTIFIED
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If the property is revealed to be within a Conservation Area, there may be further restrictions in place with regards to development or amenity, with additional conditions or consents being required from the Local Authority. This can include requiring permission to erect a satellite dish, and can even influence how the property is expected to appear.

<b>3.11 (a)</b>	The making of the area a Conservation Area before 31 August 1974; or	NONE IDENTIFIED
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**i** Any entries revealed under Part III of the Local Land Charges Register and Q1.2 Planning Designations and Proposals will not be

<b>3.11 (b)</b>	An unimplemented resolution to designate the area a Conservation Area?	NONE IDENTIFIED
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## Compulsory Purchase

<b>3.12</b>	Has any enforcement order or decision been made to compulsorily purchase or acquire the property?	NONE IDENTIFIED
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If the Local Authority has served or intends to serve a Compulsory Purchase Order, the property will pass into Council ownership. Copies of the Order should be obtained to determine the effect, and legal counsel will be necessary.

<b>3.12</b>	Compulsory Purchase	NONE IDENTIFIED
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**i** Any entries revealed under Part IV Local Land Charges Register will not be duplicated in this section.

<b>3.13</b>	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 such a condition that harm or pollution of controlled waters might be caused on the property):-	NONE IDENTIFIED
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Local Authorities have a statutory duty to maintain a Register of Contaminated Land, and where any entries affecting the property have been made in this register, they will be revealed here. The Register, however, may still be being compiled in some areas. Additionally, this Local Authority Search is limited to the property itself. An Environmental Report can help reveal potential hazards in a wider area. The informative below advises how to obtain an additional search.

<b>3.13 (a)</b>	A contaminated land notice	NONE IDENTIFIED
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<b>3.13 (b)</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	NONE IDENTIFIED
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<b>3.13 (c)</b>	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?	NONE IDENTIFIED
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**i** Council records may be incomplete, as the register may still be under compilation. If you have not already done so, we would recommend that you consider ordering an Environmental Report which will detail information for this enquiry.

## Radon Gas

<b>3.14</b>	Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?	LOW
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Radon is a naturally occurring gas that can affect land and property across the United Kingdom. It typically has a low impact, but at certain percentages determined to be above the Action Level by the Health Protection Agency or its predecessor the National Radiation Protection Board, there may be recommended steps. The vendor should state whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

New buildings in High Risk areas are required to have preventative measures. The developer or vendor of any property constructed since 1988 should be able to state if protective measures were included during the build.

Datasource	
1	Less than 1% of dwellings are estimated to be exceeding the Radon Action Level. Contains British Geological Survey Materials (c) NERC 2019

**i** In instances of Medium or High Risk, you may wish to consider instructing a Radon Report. Please visit our website or contact our Helpdesk for assistance with ordering. Further information and Next Steps advice is available from Public Health England Radon Survey, Centre for Radiation. Contact details are provided on the Useful Contacts page of this report.



<b>3.15</b>	<b>Assets of Community Value</b>	NONE IDENTIFIED
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The Localism Act 2011 introduces an important new power for local communities to protect buildings and open spaces they value. The Community Right to Bid came into effect on 21 September 2012. This is relevant to all civic societies and community groups. This new right means communities can ask their local council to list certain assets as being of value to the community. If an asset is listed and then comes up for sale, the new right will give communities that want it 6 months to put together a bid to buy it.

<b>3.15 (a)</b>	Has the property been nominated as an asset of community value?	NONE IDENTIFIED
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<b>3.15a (i)</b>	Is it listed as an asset of community value?	NONE IDENTIFIED
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<b>3.15a (ii)</b>	Was it excluded and placed on the “nominated but not listed” list?	NONE IDENTIFIED
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<b>3.15a (iii)</b>	Has the listing expired?	NONE IDENTIFIED
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<b>3.15a (iv)</b>	Is the Local Authority reviewing or proposing to review the listing?	NONE IDENTIFIED
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<b>3.15a (v)</b>	Are there any subsisting appeals against the listing?	NONE IDENTIFIED
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<b>3.15 (b)</b>	If the property is listed as an asset of community value?	NONE IDENTIFIED
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<b>3.15b (i)</b>	Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?	NONE IDENTIFIED
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<b>3.15b (ii)</b>	Has the Local Authority received a notice of disposal?	NONE IDENTIFIED
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<b>3.15b (iii)</b>	Has any community interest group requested to be treated as a bidder?	NONE IDENTIFIED
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## Additional Information

IDENTIFIED

## Details

## Datasource

See below data sources used to compile this search

Local Land Charges Information: council computer

1 CON29 Part I Questions: council computer, highways mapping, UDP 2000/Core Strategy

Planning Information: Council website/computer mapping Post 1990

Building Control Information: council computer/website post 1990/FENSA website.





## Setting a New Standard in Local Searching

This search was produced by SearchFlow Limited, which is registered with the Property Codes Compliance Board.

In a marketplace driven by a need for speed and quality, Personal Regulated Searches have long provided a fast and effective alternative to traditional council sourced searches.

In 1983, PSA was one of the first personal search companies to emerge in response to conveyancers' demands for a solution to search delays. Since its formation over thirty years ago, PSA has produced information on over 1 million properties.



We take great pride in the heritage of PSA and the contribution it has made to the conveyancing process, empowering both solicitors and consumers with a timely, accurate and cost effective alternative to traditional search methodologies.

PSA became part of the SearchFlow family in 2000, and in 2015, we formally adopted the SearchFlow brand as part of the redevelopment of our local search product. SearchFlow have set a new standard in data-driven reporting, adding intelligent risk highlighting and ease of use features that aid compliance while making the report more user friendly.

You will continue to see the PSA diamond in your reports to indicate those sections of the content that received the personal touch and quality assurance by one of our agents out searching in the field.

## How Was This Search Compiled

This report highlights sections powered by datasets held within our group of companies. Those elements that were personal searched at the council are indicated with the PSA icon, and the records were inspected and quality assured by **Antony Lea**.

## Customer Care

If you have any queries arising from the content of this report, please contact our dedicated Helpdesk using the contact details on the Useful Contacts page.



Please see below the contact details for those authorities, agencies, organisations or data providers referred to within this report.

For all other queries please contact:

SearchFlow Ltd  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

If you require assistance please contact our dedicated Helpdesk team on:

**0870 787 7625**

or by emailing

[helpdesk@searchflow.co.uk](mailto:helpdesk@searchflow.co.uk)

Contact	Name	Address	Contact Details
1	<b>Wirral Metropolitan Borough Council</b>	Highways department Town Hall Brighton Street Wallasey Merseyside CH44 8ED	
2	<b>Landmark Information Group</b>	Imperium Imperium Way Reading RG2 0TD	<b>T:</b> 0844 844 9966 <b>E:</b> <a href="mailto:helpdesk@landmark.co.uk">helpdesk@landmark.co.uk</a>
3	<b>Highways Agency - England</b>	Lateral 8 City Walk Leeds LS11 9AT	<b>T:</b> 0300 123 5000 <b>E:</b> <a href="mailto:info@highwaysengland.co.uk">info@highwaysengland.co.uk</a>
4	<b>British Geological Survey, Enquiry Service</b>	British Geological Survey Environmental Science Centre Keyworth Nottingham Nottinghamshire NG12 5GG	<b>T:</b> 0115 936 3143 <b>E:</b> <a href="mailto:enquiries@bgs.ac.uk">enquiries@bgs.ac.uk</a> <b>W:</b> <a href="http://www.bgs.ac.uk">www.bgs.ac.uk</a>

## 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 email, 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 or on your behalf.

Complaints should be sent to:

SearchFlow Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.  
Tel: 0870 870 8889  
Email: [helpdesk@searchflow.co.uk](mailto:helpdesk@searchflow.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) as detailed on the next page. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.



## Important Consumer Protection Information

This search has been produced by:

SearchFlow Ltd  
42 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4AJ

Tel: 0870 870 8889  
Email: [info@searchflow.co.uk](mailto:info@searchflow.co.uk)

SearchFlow is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

## The Search Code:

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

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

## The Code's Core Principles

Firms which subscribe to the Search Code will:

- Display the Search Code logo prominently on their search reports
- Act with integrity and carry out work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Conduct business in an honest, fair and professional manner
- Handle complaints speedily and fairly
- Ensure that products and services comply with industry registration rules and standards and relevant laws
- Monitor their compliance with the Code.

## Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award 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  
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



Form No SRIP 01/11  
**SEARCH REPORT INSURANCE POLICY**  
 Policy Issuer: SearchFlow Limited  
 Policy Number: 60-057-000000

## 1. Definitions

In this policy unless the context otherwise requires:

1.1 "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:

1.1.1 in respect of a Buyer:

(a) the difference between (i) the lesser of the price the Buyer actually paid for the Land and the Market Value of the Land at the Policy Date without an Adverse Entry; and (ii) the Market Value of the Land at the Policy Date as reduced by the effect of an Adverse Entry;

(b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body;

(c) the amount required to pay any charges or other financial liabilities registered against the Land;

1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land;

1.1.3 in respect of a Seller: actual financial loss;

1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land;

and provided that First Title's liability under this policy will, under no circumstances, exceed £1,000,000, or £500,000 where the use of the Land or any part of it as at the Policy Date was commercial.

1.2 "Adverse Entry" means any matter(s) having a detrimental effect on the market value of the Land, that would or should have been disclosed in the information provided by an Appropriate Body in response to an application made to it under Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) 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.

1.3 "Appropriate Body" means a local authority or other public body providing information in response to an application made under Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.

1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential or commercial properties insured under the terms of this policy.

1.6 "Buyer" means a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land.

1.7 "First Title" means First Title Insurance plc.

1.8 "Insured" means:

1.8.1 where the use of the Land as at the Policy Date was residential, any or all of:

- (a) a Buyer;
- (b) a Potential Buyer;
- (c) a Seller;
- (d) a Lender;

1.8.2 where the use of the Land as at the Policy Date was commercial, any or all of:

- (a) a Buyer;
- (b) a Lender;

1.9 "Knows" and "Known" means 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.

1.10 "Land" means the interest in an individual residential or commercial property specified in the Bordereau.

1.11 "Lender" means a person or body making a loan to a Buyer secured over the Land.

1.12 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.

1.13 "Policy Date" means the date on which the Search Report was prepared.

1.14 "Policy Issuer" means SearchFlow Limited who will not be an Insured under this Policy.

1.15 "Potential Buyer" means a person, other than a Buyer, who relies upon a Search Report in contemplation of buying the Land.

1.16 "Search Report" means a report providing the information contained in Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) obtained from a private search provider and not directly from an Appropriate Body.

1.17 "Seller" means a person or persons selling the Land.

## 2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed to that Insured in the Search Report; and/or

2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

## 3. Exclusions

First Title 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 any of the following matters:

3.1 risks that:

3.1.1 that Insured creates, allows or agrees to at any time

3.1.2 are Known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report

3.1.3 do not cause that Insured any loss

3.1.4 occur, come into existence or are recorded

in public records established by an Appropriate Body after the Policy Date

3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

3.1.6 are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out

3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to questions 3.13(a) to (c) in Form CON29

3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to questions 3.14(a) - (c) in Form CON29

3.4 where the use of any part of the Land as at the Policy Date was commercial, any losses arising from loss or breach of any licences or other permissions necessary for continuation of the use of the Land as at the Policy Date or the Insured's business conducted on or from it

## 4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

## 5. Notification of a claim

5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 01/11

5.1.1 by post to Claims Department, First Title Insurance Plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU;

5.1.2 by e-mail to [claims@firsttitle.eu](mailto:claims@firsttitle.eu)

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

## 6. Defence and prosecution of actions and an Insured's duty to co-operate

6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1

6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.

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

6.4 First Title will consult with the Insured on all matters arising under a claim.

## 7. Proof of loss and deadline for advising of loss

7.1 An Insured must give First Title a written







statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.

7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

8. Settling claims and termination of liability  
If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or

8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or

8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or

8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

9. Determination and extent of liability  
The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

10. Limitation of First Title's Liability  
First Title will not be liable to indemnify an Insured:

10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation, or

10.2 if First Title makes a settlement with a third party;

10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;

10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

11.1 all payments under this policy except for Authorised Expenses;

11.2 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 Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;

11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss  
When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

13. Subrogation  
If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

14. Liability limited to this policy  
This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

15. Severability  
In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

16. Governing law and jurisdiction  
This policy will be governed by the law of England and Wales and the courts of England and Wales.

17. Cancellation rights  
No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

18. Notices  
All notices required to be served on or given to First Title plc under this policy must include a reference being the policy number, SRIP01/11 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

19. Complaints  
The Insured should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU should it require any further information or wish to complain about any aspect of the service it has received. For further information visit: [www.firsttitle.eu/about/customer-complaints](http://www.firsttitle.eu/about/customer-complaints). If the Insured's complaint is not dealt with to the Insured's satisfaction, the Insured can complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider an

Insured's complaint. Making a complaint will not prejudice the Insured's right to take legal proceedings.

20. Compensation  
Should First Title Insurance plc become unable at any time to meet claims against it, the Financial Services Compensation Scheme may protect the Insured's interests. There are maximum levels of compensation the Insured can receive under the Scheme. The Insured will normally be covered for at least 90% of the payment due under the Insured's policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 020 7741 4100 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

First Title is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



## Insurance Product Information Document

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 Potential Buyer and/or Seller and/or Lender (or if the use of any part of the Land at Policy Date is commercial, the Buyer and/or Lender only) are covered for Actual Loss up to £1,000,000.00 (or £500,000.00 if the use of any part of the Land at Policy Date is commercial).
- 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 incurred by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed in the Search Report:

An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Land that would or should have been disclosed in the information provided by an Appropriate Body in response to an application made to it under Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) 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:

- The Insured creates, allows or agrees to at any time;
- Are Known to that Insured but not to First Title Insurance plc and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report;
- Do not cause that Insured any loss;
- Occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date;
- Are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract;
- Are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out;
- Relate to environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation;
- Relate to radon gas on or under the Land;
- Arise from loss or breach of any licenses or other permission necessary for continuation of the use of the Land as at Policy Date or the Insured's business conducted on or from it (where the use of any part of the Land as at the Policy Date was commercial);
- Result from any fees incurred by a lawyer instructed by anyone other than First Title.

#### 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 by negotiation 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 acts or omissions adversely affect First Title Insurance plc's ability to dispute or defend any challenge or claim or to commence any action against other persons;
- 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;

– First Title Insurance plc's maximum liability under the policy will be:

- £1,000,000.00 (for residential Land) or £500,000.00 (if the use of any part of the Land at Policy Date is commercial); and
- Authorised Expenses.

#### Where am I covered?

- The coverage is for the Land specified in the Bordereau provided to First Title Insurance plc by the Policy Issuer (being an individual residential or commercial property).

#### What are my obligations?

- You must :
  - notify First Title Insurance plc in writing, as soon as possible on becoming aware of any claim or a circumstance which might entitle that Insured to make a claim under the policy;
  - 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 dispute or defend any challenge or claim or to commence any action against other persons;
  - transfer all rights and remedies against any person or property that, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
  - in the case of the Lender, if First Title Insurance plc purchases the debt secured by a mortgage, transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title Insurance plc on receipt of payment of the Actual Loss (and give all necessary notices of that transfer or assignment);
  - not assume any liabilities by negotiation, 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 knowledge of the facts which let the Insured establish the amount of loss, provide a written statement to First Title Insurance plc detailing the amount of the 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 the Insured.

#### 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 each Insured's relevant interest in the Land.

#### 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.

**Searchflow Limited**

42 Kings Hill Avenue  
Kings Hill  
West Malling  
ME19 4AJ

**The Financial Conduct Authority (FCA)** The FCA is responsible for the conduct of firms in relation to the customers in the UK. They focus mainly on protecting consumers and ensuring areas such as Treating Customers Fairly (TCF) is embedded within all firms. The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

**Whose products do we offer?** We offer title insurance policies from the following providers: First Title Insurance, CLS and Stewart Title.

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

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

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

**Who regulates us?** SearchFlow is an appointed representative of First Title Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. SearchFlow's Registration number is 563702. You can check this on the FCA's Register by visiting the FCA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.

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**Title Indemnity Insurance Policies – Demands and Needs**

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

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

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

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial service complaints we cannot settle may be referred to the Financial Ombudsman Service.

