

Dated 26th June 1995

A S S E N T

between

NIGEL ANTHONY SCARLETT

DAVID JOHN SCARLETT

and

COLIN ROGER SCARLETT

Capron &  
Helliwell  

---

SOLICITORS

6 High Street STALHAM Norfolk  
NR12 9AN  
Tel: Stalham (01692) 581231

Broads Centre WROXHAM Norfolk  
NR12 8AJ  
Tel: Norwich (01603) 783818

I **NIGEL ANTHONY SCARLETT** of 5 Suffield Close North Walsham Norfolk as the Personal Representative of **RONALD PERCY SCARLETT** (hereinafter called "the Testator") late of 108 Ketts Hill Norwich Norfolk who died on the 22nd day of November 1993 and whose Will was proved by me on the 19th day of May 1995 in the Ipswich District Probate Registry DO this 26th day of June 1995 **HEREBY:**

1 Assent to the vesting in **DAVID JOHN SCARLETT** and **COLIN ROGER SCARLETT** both of 108 Ketts Hill Norwich Norfolk of **ALL THAT** piece of land situate in Norwich in the County of Norfolk having a frontage to Ketts Hill together with a dwellinghouse erected thereon or on part thereof and known as number 108 Ketts Hill Norwich Norfolk for an estate in fee simple as beneficial joint tenants **SUBJECT TO** the restrictive covenant contained in the Conveyance dated the 3rd day of November One Thousand Eight Hundred and Eighty and made between James Gibson of the first part John Abigail of the second part and Richard Preston of the third part so far as the same is still subsisting and capable of being enforced

2 Acknowledge the right of the said **DAVID JOHN SCARLETT** and **COLIN ROGER SCARLETT** to the production of the Probate of the Will of the Testator and to delivery of copies thereof

3 Declare that I have not previously hereto given or made any Assent or Conveyance in respect of any legal estate in the property the subject of this Assent or any part thereof

**AS WITNESS MY HAND THE DAY AND YEAR ABOVE WRITTEN**

**SIGNED** by the above named  
**NIGEL ANTHONY SCARLETT** in the  
presence of:-

) N.A. Scarlett  
)  
)

J.B. Holmes  
104 Ketts Hill  
Norwich  
NR1 4HE

SIGNED by the above named  
DAVID JOHN SCARLETT in the  
presence of:-

)  
) D J Scarlett  
)

J. B. Holmes,  
104 Kells Hill,  
Norwich  
NR1 4HE

SIGNED by the above named  
COLIN ROGER SCARLETT in the  
presence of:-

)  
) C R Scarlett  
)

J. B. Holmes,  
104 Kells Hill,  
Norwich.  
NR1 4HE

CERTIFIED COPY  
Pursuant to the Births and



OF AN ENTRY  
Deaths Registration Act 1953

BN 843099

DEATH		Entry No. 153
Registration district Norwich	Administrative area County of Norfolk	
Sub-district Norwich		
1. Date and place of death Thirtieth June 2004 Woodside House Nursing Home Woodside Road Thorpe St Andrew		
2. Name and surname Colin Roger SCARLETT		3. Sex Male
		4. Maiden surname of woman who _____ has married
5. Date and place of birth 18th March 1946 Guildford Surrey		
6. Occupation and usual address Clock and Watch Repairer 108 Ketts Hill Norwich		
7(a) Name and surname of informant David John SCARLETT		(b) Qualification Brother
(c) Usual address 108 Ketts Hill Norwich		
8. Cause of death I (a) Intestinal obstruction (b) Adhesions		
<p>We certify that this is a true copy of the original Norton Legal Unit 8 Beech Avenue Taverham, Norwich NR8 6HW <i>[Signature]</i> 13/9/18</p>		
Certified by William J. Armstrong Coroner for Norwich and Central Norfolk District after post mortem without inquest		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief D.J.Scarlett		Signature of informant
10. Date of registration Fifth July 2004	11. Signature of registrar P. M. Dickson Registrar	

Certified to be a true copy of an entry in a register in my custody.

*[Signature]* {

\*Superintendent Registrar -  
\*Registrar

Date 5<sup>th</sup> July

*\*Strike out whichever does not apply*

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE AND USING OR POSSESSING A FALSE CERTIFICATE. ©CROWN COPYRIGHT

WARNING: A CERTIFICATE IS NOT EVIDENCE OF IDENTITY.



# HM Land Registry

# SIMR

Land Registration Rules 2003

Certificate Date: 15 Sep 2018
Certificate Time: 00:00:01
Certificate Ref: 115/M02PGMB

Property	Land edged red on the plan attached to the application and described in form SIM as 108, KETTS HILL, NORWICH, NORFOLK, NR1 4HE.
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The index map does not define the extent of the land in any registered title. This reflects the fact that the boundary of a registered estate as shown for the purposes of the register is a general boundary, unless shown as determined under section 60 of the Land Registration Act 2002. You might also wish to refer to the individual register and title plan of any adjoining titles for details of the surrounding registered estates and their general boundaries and/or determined boundaries.

## Result

The index map has been searched in respect of the Property with the following result:

No registered estate, caution against first registration or application for first registration or application for a caution against first registration is shown on the index map in relation to the Property. We therefore hold no records in respect of the Property.

\*\*\*\*\*

The plan lodged with your application for a search of the index map has been accepted for this application. Any statement of disclaimer has been disregarded as it is assumed that it was not intended to apply for the purposes of the application.

Please note that the acceptance of the plan for this particular application does not necessarily mean that the same plan would be accepted if subsequently used for another application. All plans lodged with a Land Registry application should comply with the guidelines in Land Registry's Practice Guide 40, Supplement 2. Lodging a plan which does not comply with the guidelines may result in requisitions being raised, (such as a request to delete a statement of disclaimer) or the application being cancelled.

Continued on Page 2

Your Reference: TG.SCARLETT.1774-1	Key Number: 8046247	For any enquiries concerning this certificate, please contact:  Customer Support: email customersupport@landregistry.gov.uk telephone 0300 006 0411 (lines open Monday to Friday 8am until 6pm)
NORTON LEGAL LIMITED UNIT 8 BEECH AVENUE TAVERHAM NORWICH NR8 6HW		
A £4.00 fee will be debited to the account quoted.		

## HM Land Registry

Land Registration Rules 2003

# SIMR

Certificate Date:	15 Sep 2018
Certificate Time:	00:00:01
Certificate Ref:	115/M02PGMB

For further information about:

SIMs - see Practice Guide 10 - Official searches of the Index Map.

How to obtain official copies - see Practice Guide 11 - Inspection and applications for official copies.

Plan requirements for registration - see Practice Guide 40 - HM Land Registry plans - ([www.gov.uk/land-registry](http://www.gov.uk/land-registry)).

Ordnance Survey map products - ([www.ordnancesurvey.co.uk](http://www.ordnancesurvey.co.uk)).

END OF RESULT



0 2 4 6 8 12 16 20m

Map scale 1:625

© Crown copyright and database rights 2018 Ordnance Survey 100026316  
This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.  
Data last updated 10:00pm 12 SEPTEMBER, 2018



The electronic certificate of the result of search follows this message.

Please note that this is the only certificate of the result of search we will issue. We will not issue a paper certificate of the result of search.

This certificate has no statutory effect with regard to registered land. Sections 28 to 31 inclusive and 87 Land Registration Act 2002 and s.14 Land Charges Act 1972.

You should ensure that the particulars of search in the certificate e.g. names, counties etc. are the exact particulars of the required search. S.10(6) Land Charges Act 1972.

If this certificate relates to a search applied for in form K16 (Application for an Official Search (Bankruptcy Only)) the word BANKRUPTCY is printed against COUNTY OR COUNTIES.

The CERTIFICATE DATE is the date of the certificate for the purposes of s.11 Land Charges Act 1972. The PROTECTION ENDS ON date is the latest date for the expiry of the period of protection conferred by s.11 Land Charges Act 1972.

Please quote the CERTIFICATE NUMBER and the CERTIFICATE DATE in any enquiries regarding this certificate.

Symbols included with name(s) e.g. (\*) (+) are used for internal purposes only.

**LAND CHARGES ACT, 1972.**  
CERTIFICATE OF THE RESULT OF SEARCH

Form **K17**

CERTIFICATE No.  
**02378256D**

CERTIFICATE DATE  
**12 SEP 2018**

PROTECTION ENDS ON  
**03 OCT 2018**

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is that there are **NO SUBSISTING ENTRIES.**

PARTICULARS SEARCHED			
COUNTY OR COUNTIES	NORFOLK.		
	NAME(S)	PERIOD	Fees
	COLIN ROGER*SCARLETT*	1995-2004	
	DAVID JOHN*SCARLETT*	1995-2018	
APPLICANT'S REFERENCE <b>TG.SCARLETT.1774-1</b>		KEY NUMBER <b>8046247</b>	AMOUNT DEBITED <b>4.00</b>
Norton Legal Limited UNIT 8 BEECH AVENUE TAVERHAM NORWICH NR8 6HW		Please address any enquiries to:- HM Land Registry Land Charges Department PO Box 292, Plymouth, PL5 9BY DX No. 8249 Plymouth 3 TEL : (0300) 006 6616 FAX : (0300) 006 6699  <b>IMPORTANT PLEASE</b> <b>READ THE NOTES IN THE LEAD PAGE.</b>	

# Law Society Property Information Form (3rd edition)

## Address of the property

108 Ketts Hill  
Norwich  
Norfolk

Postcode NR1 4HE

## Full names of the seller

David John Scarlett

## Seller's solicitor

### Name of solicitor's firm

Norton Legal

### Address

Unit 8 Beech Avenue  
Taverham  
Norwich  
Norfolk  
NR8 6HW

### Email

tracy@nortonlegal.co.uk

### Reference number

TG.AJT.1774-1

## About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

**It is important that sellers and buyers read the notes below.**

## Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.
- 'Property' includes all buildings and land within its boundaries.



### **Instructions to the seller**

- The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together or, if only one seller prepares the form, the other(s) should check the answers given and all sellers should sign the form.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delay in providing some information may delay the sale.
- If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.
- It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.
- You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters, or matters that occurred prior to your ownership of the property.
- Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. If you do not have any documentation you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

### **Instructions to the buyer**

- If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- You are entitled to rely on the replies given to enquiries but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking your own survey or making your own independent enquiries, which you are recommended to do.
- The seller is only obliged to give answers based on their own information. They may not have knowledge of legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

If the property is leasehold this section, or parts of it, may not apply.

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

- |                   |  |   |
|-------------------|--|---|
| (a) on the left?  | <input type="checkbox"/> Seller            | <input type="checkbox"/> Neighbour            |
|                   | <input type="checkbox"/> Shared            | <input checked="" type="checkbox"/> Not known |
| (b) on the right? | <input type="checkbox"/> Seller            | <input type="checkbox"/> Neighbour            |
|                   | <input type="checkbox"/> Shared            | <input checked="" type="checkbox"/> Not known |
| (c) at the rear?  | <input type="checkbox"/> Seller            | <input type="checkbox"/> Neighbour            |
|                   | <input type="checkbox"/> Shared            | <input checked="" type="checkbox"/> Not known |
| (d) at the front? | <input checked="" type="checkbox"/> Seller | <input type="checkbox"/> Neighbour            |
|                   | <input type="checkbox"/> Shared            | <input type="checkbox"/> Not known            |

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

~~FLYING FREEHOLD~~

1.3 Is the seller aware of any boundary feature having been moved in the last 20 years? If Yes, please give details:  Yes  No

1.4 During the seller's ownership, has any land previously forming part of the property been sold or has any adjacent property been purchased? If Yes, please give details:  Yes  No

1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road? If Yes, please give details:  Yes  No

~~FLYING FREEHOLD WITH TOWER~~  
~~ACCESS TO REAR GARDENS~~

**1** PARTY WALL ACT 1996

**1.6** Has any notice been received under the Party Wall Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

- Yes     No  
 Enclosed     To follow

[Empty text box for details of Party Wall Act notices]

**2** DISPUTES OR COMPLAINTS

**2.1** Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

- Yes     No

[Empty text box for details of disputes or complaints]

**2.2** Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

- Yes     No

[Empty text box for details of potential disputes]

**3** NOTICES AND PROPOSALS

**3.1** Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

- Yes     No

[Empty text box for details of notices or correspondence]

**3.2** Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

- Yes     No

[Empty text box for details of development or alteration proposals]

**Note to seller:** All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: [www.gov.uk](http://www.gov.uk).

**Note to buyer:** If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: [www.voa.gov.uk](http://www.voa.gov.uk).

**4.1** Have any of the following changes been made to the whole or any part of the property (including the garden)?

- (a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:

Yes  No

- (b) Change of use (e.g. from an office to a residence)

Yes  No

Year

- (c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

Yes  No

Year(s)

- (d) Addition of a conservatory

Yes  No

Year

**4.2** If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:

- (a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:  
 (b) if none were required, please explain why these were not required – e.g. permitted development rights applied or the work was exempt from Building Regulations:

Further information about permitted development can be found at: [www.planningportal.gov.uk](http://www.planningportal.gov.uk).

**4** DISCLOSURE OF MATTERS AFFECTING THE PROPERTY

**4.3** Are any of the works disclosed in 4.1 above unfinished?  
If Yes, please give details:

Yes  No

[Empty text box for details of unfinished works]

**4.4** Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

Yes  No

[Empty text box for details of breaches]

**4.5** Are there any planning or building control issues to resolve?  
If Yes, please give details:

Yes  No

[Empty text box for details of planning or building control issues]

**4.6** Have solar panels been installed?

Yes  No

If Yes:

(a) In what year were the solar panels installed?

Year

(b) Are the solar panels owned outright?

Yes  No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents.

Yes  No  
 Enclosed  To follow

**4.7** Is the property or any part of it:

(a) a listed building?

Yes  No  
 Not known

(b) in a conservation area?

Yes  No  
 Not known

If Yes, please supply copies of any relevant documents.

Enclosed  To follow



4

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

- Yes  No  
 Not known

If Yes:

(a) Have the terms of the Order been complied with?

- Yes  No  
 Not known

(b) Please supply a copy of any relevant documents.

- Enclosed  To follow

5

**Note to seller:** All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.

**Note to buyer:** Some guarantees only operate to protect the person who had the work carried out or may not be valid if their terms have been breached. You may wish to contact the company to establish whether it is still trading and if so, whether the terms of the guarantee will apply to you.

5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

- Yes  No  
 Enclosed  To follow

(b) Damp proofing

- Yes  No  
 Enclosed  To follow

(c) Timber treatment

- Yes  No  
 Enclosed  To follow

(d) Windows, roof lights, roof windows or glazed doors

- Yes  No  
 Enclosed  To follow

(e) Electrical work

- Yes  No  
 Enclosed  To follow

(f) Roofing

- Yes  No  
 Enclosed  To follow

**5** **Guarantees**

- (g) Central heating  Yes  No  
 Enclosed  To follow
- (h) Underpinning  Yes  No  
 Enclosed  To follow
- (i) Other (please state):  Enclosed  To follow

[Empty text box for details of other guarantees]

**5.2** Have any claims been made under any of these guarantees or warranties? If Yes, please give details:  Yes  No

[Empty text box for details of claims]

**6** **Insurance**

**6.1** Does the seller insure the property?  Yes  No

**6.2** Has any buildings insurance taken out by the seller ever been:

- (a) subject to an abnormal rise in premiums?  Yes  No
- (b) subject to high excesses?  Yes  No
- (c) subject to unusual conditions?  Yes  No
- (d) refused?  Yes  No

If Yes, please give details:

[Empty text box for details of insurance]

**6.3** Has the seller made any buildings insurance claims?  Yes  No  
If Yes, please give details:

[Empty text box for details of insurance claims]

**Flooding**

**Note:** Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at: [www.defra.gov.uk](http://www.defra.gov.uk).

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? If Yes, please state when the flooding occurred and identify the parts that flooded:  Yes  No

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

- |                           |                              |                             |
|---------------------------|------------------------------|-----------------------------|
| (a) Ground water          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Sewer flooding        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Surface water         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Coastal flooding      | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) River flooding        | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Other (please state): |                              |                             |

7.3 Has a Flood Risk Report been prepared? If Yes, please supply a copy.  Yes  No  
 Enclosed  To follow

Further information about the types of flooding and Flood Risk Reports can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

**Radon**

**Note:** Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others. Remedial action is advised for properties with a test result above the 'recommended action level'. Further information about Radon can be found at: [www.hpa.org.uk](http://www.hpa.org.uk).

7.4 Has a Radon test been carried out on the property?  Yes  No

If Yes:

- |   |                                   |                                    |
|---|-----------------------------------|------------------------------------|
| (a) please supply a copy of the report                        | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow |
| (b) was the test result below the 'recommended action level'? | <input type="checkbox"/> Yes      | <input type="checkbox"/> No        |

**7**

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

- Yes  No  
 Not known

**Energy efficiency**

**Note:** An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: [www.gov.uk](http://www.gov.uk).

7.6 Please supply a copy of the EPC for the property.

- Enclosed  To follow  
 Already supplied

7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.

- Yes  No  
 Enclosed  To follow

Further information about the Green Deal can be found at: [www.gov.uk/decc](http://www.gov.uk/decc).

**Japanese knotweed**

**Note:** Japanese knotweed is an invasive plant that can cause damage to property. It can take several years to eradicate.

7.8 Is the property affected by Japanese knotweed?

- Yes  No  
 Not known

If Yes, please state whether there is a Japanese knotweed management plan in place and supply a copy.

- Yes  No  
 Not known  
 Enclosed  To follow

**8**

**Note:** Rights and arrangements may relate to access or shared use. They may also include leases of less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:

- Yes  No

**8.2** Does the property benefit from any rights or arrangements over any neighbouring property? If Yes, please give details:

 Yes

 No

**8.3** Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

 Yes

 No

**8.4** Does the seller know of any of the following rights or arrangements which affect the property?

(a) Rights of light

 Yes

 No

(b) Rights of support from adjoining properties

 Yes

 No

(c) Customary rights (e.g. rights deriving from local traditions)

 Yes

 No

(d) Other people's rights to mines and minerals under the land

 Yes

 No

(e) Chancel repair liability

 Yes

 No

(f) Other people's rights to take things from the land (such as timber, hay or fish)

 Yes

 No

If Yes, please give details:

**8.5** Are there any other rights or arrangements affecting the property? If Yes, please give details:

 Yes

 No

#### Services crossing the property or neighbouring property

**8.6** Do any drains, pipes or wires serving the property cross any neighbour's property?

 Yes

 No

 Not known

**8.7** Do any drains, pipes or wires leading to any neighbour's property cross the property?

 Yes

 No

 Not known

**8** Other matters

8.8 Is there any agreement or arrangement about drains, pipes or wires?

- Yes  No  
 Not known

If Yes, please supply a copy or give details:

- Enclosed  To follow

**9** Other matters

9.1 What are the parking arrangements at the property?

9.2 Is the property in a controlled parking zone or within a local authority parking scheme?

- Yes  No  
 Not known

**10** Other matters

**Note:** If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate TA7 Leasehold Information Form. If the property is freehold, there may still be charges: for example, payments to a management company or for the use of a private drainage system.

10.1 Does the seller have to pay any charges relating to the property (excluding any payments such as council tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:

- Yes  No

**11** Other matters

11.1 Does the seller live at the property?

- Yes  No

11.2 Does anyone else, aged 17 or over, live at the property?

- Yes  No

If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3-11.5 below.

11.3 Please give the full names of any occupiers (other than the sellers) aged 17 or over:

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?  Yes  No

11.5 Is the property being sold with vacant possession?  Yes  No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion?  Yes  No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.  Yes  No  Enclosed  To follow

**Note:** If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: [www.gov.uk](http://www.gov.uk).

### Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?  Yes  No

If Yes, please state the year it was tested and provide a copy of the test certificate.

Year  Enclosed  To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?  Yes  No  Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate  Enclosed  To follow

(b) the installer's Building Regulations Compliance Certificate  Enclosed  To follow

(c) the Building Control Completion Certificate  Enclosed  To follow

### Central heating

12.3 Does the property have a central heating system?

Yes  No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)?

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

Date

Not known  
 Enclosed  To follow

(c) Is the heating system in good working order?

Yes  No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report.

Year  Not known  
 Enclosed  To follow  
 Not available

### Drainage and sewerage

**Note:** Further information about drainage and sewerage can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

12.4 Is the property connected to mains:

(a) foul water drainage?

Yes  No  
 Not known

(b) surface water drainage?

Yes  No  
 Not known

**If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.**

12.5 Is sewerage for the property provided by:

(a) a septic tank?

Yes  No

(b) a sewage treatment plant?

Yes  No

(c) cesspool?

Yes  No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system?

Yes  No  
 Properties share



12

12.7 When was the system last emptied?

 Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced?

 Year

12.9 When was the system installed?

 Year

**Note:** Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).

12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property?  
If Yes, please supply a plan showing the location of the system and how access is obtained.

Yes       No  
 Enclosed       To follow

13

Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

<b>Mains electricity</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provider's name	<input type="text" value="SSE . CO . UK ."/>
Location of meter	<input type="text" value="UNDER STAIRS"/>

<b>Mains gas</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provider's name	<input type="text" value="SSE . CO . UK ."/>
Location of meter	<input type="text" value="IN LARDER"/>

<b>Mains water</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provider's name	<input type="text" value="ANGLIAN WATER"/>
Location of stopcock	<input type="text" value="IN PASSAGEWAY"/>
Location of meter, if any	<input type="text" value="IN PASSAGEWAY"/>

<b>Mains sewerage</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Provider's name	<input type="text" value="ANGLIAN WATER"/>

<b>Telephone</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Provider's name	<input type="text"/>

<b>Cable</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Provider's name	<input type="text"/>

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?  Yes  No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details:  Yes  No

14.3 Does the sale price exceed the amount necessary to repay all mortgages and charges secured on the property?  Yes  No

14.4 Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition?  Yes  No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb?  Yes  No

(c) reasonable care will be taken when removing any other fittings or contents?  Yes  No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent?  Yes  No

Signed: B J Scarlett

Dated: 19-9-18.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Each seller should sign this form.

*The Law Society is the representative body for solicitors in England and Wales.*

## SPECIAL CONDITIONS OF SALE

**Name of the Seller**

David John Scarlett.

**Name, address and reference of the Seller's conveyancer**

Norton Legal, Unit 8, Beech Avenue, Taverham, Norwich, Norfolk, NR8 6HW.  
(Ref: TJG/1774-1/AJA)

**Cost of searches**

On completion the Buyer will reimburse the Seller the cost of searches in the sum of £120.00.

**Brief description of the lot (see General Condition G1.1)**

108 Ketts Hill Norwich Norfolk NR1 4HE.

**Rights to be granted (see General Condition G1.1)**

None.

**Rights to be reserved (see General Condition G.1.1)**

None.

**Exclusions**

None.

**Tenancies (see General Condition G1.2)**

None.

**What the sale is subject to (see General Condition G1)**

The matters set out in the Common Auction Conditions, Standard Conditions and the unregistered title of the property, and the Transfer in the form attached (including any amendments made prior to the date of the auction).

**Deposit (see General Condition G2)**

10% of the price exclusive of VAT held by the auctioneer or the Seller's conveyancer as agent.

**Insurance (see General Condition G3)**

The Buyer is to insure from exchange.

**Title (see General Condition G4)**

Freehold.

**Registered or unregistered?**

Unregistered.

**Title guarantee (see General Condition G4.3)**

Full title guarantee, subject to General Condition G4.3.

**Transfer (see General Condition G4.3)**

A copy of the prescribed form of Transfer is attached. On Completion the Buyer will pay the Seller's solicitors costs of engrossing the same in the sum of £90.00 plus VAT.

**Agreed completion date (see General Condition G6.1)**

The completion date set out in the Memorandum of Sale.

**Interest rate** (see General Condition G10)

4% above Barclays Bank Base rate from time to time.

**Notice to Complete** (see General Condition G7)

If the Buyer fails to complete on the agreed completion date and the Seller serves a Notice to Complete, the Buyer will be responsible for the costs of the Seller's Conveyancer in the sum of £200.00 plus VAT.

**Arrears** (see General Condition G11)

Not applicable.

**VAT** (see General Conditions G14 and 15)

Not applicable.

**Capital allowances** (see General Condition G16)

Not applicable.

**Maintenance agreements** (see General Condition G17)

Not applicable.

**TUPE** (see General Condition G20)

Not applicable.

**Environmental** (see General Condition G21)

General Condition G21 applies.

**Warranties**

None.

**General**

The Buyer shall be deemed to acknowledge that he has not entered into this agreement in reliance on any statements contained in the sale particulars general remarks and stipulations prepared by the agents and that he has satisfied himself as to the correctness of each of the statements by inspection or otherwise and acknowledges that no warranty or representation has been made by the Seller or the agents or the conveyancers for the Seller in relation to or in connection with the property.

Any error omission or mistake in any of the said statements and/or any plan shall not entitle the Buyer to rescind or to be discharged from the contract.

The provisions of these special conditions shall not merge on completion of the transfer of the property in so far as they remain to be performed.

The Buyer shall accept that vacant possession is given notwithstanding that there may be furniture, fittings, building materials and/or rubbish remaining at the property in which case the Buyer shall not be entitled to require the removal of such items or delay completion on the ground that the existence of such items does not constitute vacant possession.

# Land Registry

## Transfer of whole of registered title(s)

# TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:
2	Property: <b>108 Ketts Hill Norwich Norfolk NR1 4HE</b>
3	Date:
4	Transferor: <b>David John Scarlett</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
5	Transferee for entry in the register:  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

9 The transferor transfers with

- full title guarantee
- limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

The covenants set out in Section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the Transferee

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Signed as a deed by  
**David John Scarlett**  
in the presence of:

Signature
-----------

Signature of witness \_\_\_\_\_

Name  
(in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signed as a deed by  
in the presence of:

Signature
-----------

Signature of witness \_\_\_\_\_

Name  
(in BLOCK CAPITALS) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

# Land Registry

Continuation sheet for use with application and disposition forms

# CS

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form: <b>TR1</b>	Title number(s):
2	Signed as a deed by in the presence of:	<div style="border: 1px solid black; padding: 5px; width: 150px; height: 80px; margin-left: 10px;">Signature</div>
	Signature of witness _____ Name _____ (in BLOCK CAPITALS)	
	Address _____ _____	
	Signed as a deed by in the presence of:	<div style="border: 1px solid black; padding: 5px; width: 150px; height: 80px; margin-left: 10px;">Signature</div>
	Signature of witness _____ Name _____ (in BLOCK CAPITALS)	
	Address _____ _____	

### WARNING

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RESIDENTIAL  
REGULATED  
LOCAL AUTHORITY SEARCH



108 KETTS HILL, NORWICH, NR1 4HE

**Your Reference:** TG/1774-1/SCARLETT

**Search Number:** 5078338

**Other roadways, footpaths and footways:** NONE

**Prepared for:** NORTON LEGAL, 8 BEECH AVENUE, TAVERHAM, NORWICH, NR8 6HW

**Registering Authority(ies):** NORWICH CITY COUNCIL and CNC BUILDING CONTROL

#### LOCAL LAND CHARGE ENTRIES

Local Land Charges **NO**

#### PLANNING AND BUILDING REGULATIONS

1.1 a-i Planning decisions and pending applications **NO**

1.1. j-l Building regulation decisions **NO**

1.2. Planning designations and proposals **YES**

#### ROADS AND PUBLIC RIGHTS OF WAY

2.1. Roadways, footways and footpaths **SEE Q2.1**

2.2 - 2.5. Public rights of way **NO**

#### OTHER MATTERS

3.1. Land required for public purposes **NO**

3.2. Land to be acquired for road works **NO**

3.3. Drainage matters **NO**

3.4. Nearby road schemes **NO**

3.5. Nearby railway schemes **NO**

3.6. Traffic schemes **NO**

3.7. Outstanding notices **NO**

3.8. Contravention of building regulations **NO**

3.9. Notices, orders, directions and proceedings under Planning Acts **NO**

3.10. Community infrastructure levy (CIL) **NO**

3.11. Conservation area **NO**

3.12. Compulsory purchase **NO**

3.13. Contaminated land **NO**

3.14. Radon gas **NO**

3.15. Assets of Community Value **NO**

Prepared by and all enquiries to: The Property Search Group, 4 RIVERSIDE ROAD, NORWICH, NR1 1SQ

Tel: 01603 762762 Email: [norfolk@propertysearchgroup.co.uk](mailto:norfolk@propertysearchgroup.co.uk)

Signed On behalf of PSG  
Date: 03/10/2018



**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

108 KETTS HILL, NORWICH, NR1 4HE

**LOCAL LAND CHARGE REGISTER ENTRIES:** Not including any conditional planning consents which, if applicable, are shown in the planning register section below.

1. NONE

**PLANNING REGISTER ENTRIES SINCE: 01/01/1974**

1. NONE

**BUILDING REGULATION APPLICATIONS SINCE: 01/01/1992**

1. NONE

**OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT

## PLANNING AND BUILDING REGULATIONS

### Planning and building decisions and pending applications

#### 1.1. 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?

(a) a planning permission

NONE SINCE 01/01/1974

(b) a listed building consent

NONE SINCE 01/01/1974

(c) a conservation area consent

NONE SINCE 01/01/1974

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

NONE SINCE 01/01/1974

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

NONE SINCE 01/01/1974

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

NONE SINCE 01/01/1974

(g) a heritage partnership agreement

NONE SINCE 01/01/1974

(h) a listed building consent order

NONE SINCE 01/01/1974

(i) a local listed building consent order

NONE SINCE 01/01/1974

(j) building regulations approval

NONE SINCE 01/01/1992

(k) a building regulation completion certificate and

NONE SINCE 01/01/1992

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

NONE SINCE 01/01/1992

How can copies of the decisions be obtained?

PLEASE CONTACT YOUR LOCAL PSG OFFICE WHO WILL OBTAIN COPIES FOR YOU.

*The owner or occupier of the property should be asked to produce any such certificate. The seller or developer should be asked to provide evidence of compliance with building regulations.*

#### 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?

THE NORWICH LOCAL PLAN HAS NO SITE SPECIFIC POLICIES APPLYING TO THIS PROPERTY

*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.*

## ROADS AND PUBLIC RIGHTS OF WAY

### Roadways, footways and footpaths

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

(a) highways maintainable at public expense

KETTS HILL - YES

(b) subject to adoption and, supported by a bond or bond 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, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.*

#### Public rights of way

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

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 does not show every public footpath or byway. In addition the scale of definitive maps means that it is not possible to guarantee the precise routes of footpaths as on a detailed map. Clients are recommended to check in other sources if the "Definitive Footpath" passes near to or through the property.*

## 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)?

NO  
INFORMATIVE: THE COUNCIL DOES NOT HOLD ACCURATE INFORMATION ON SUDS FEATURES WHICH MAY OR MAY NOT BE INSTALLED AT THE PROPERTY. SOME INFORMATION MAY BE AVAILABLE ON A RELEVANT PLANNING CONSENT FOR THE SITE. ENQUIRIES ABOUT DRAINAGE SHOULD BE MADE OF THE LOCAL SEWERAGE UNDERTAKER: GEODESYS LIMITED, PO BOX 70, SPALDING/ LINC'S PE11 1DB

(b) (i) Are there SuDS features within the boundary of the property?

NOT SO FAR AS IS KNOWN

(ii) If yes, is the owner responsible for maintenance?

NOT APPLICABLE

(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

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

### 3.4. Nearby road schemes

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

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

NO

*Note: 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

### 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 could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.*

### 3.7. Outstanding notices

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

NO

### 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

**3.10. Community infrastructure levy (CIL)**

- (a) Is there a CIL charging schedule? YES THE CITY COUNCIL OPERATES A COMMUNITY INFRASTRUCTURE LEVY WHICH CAME INTO EFFECT IN 2013 AND APPLIES TO ALL NEW DEVELOPMENT IN THE CITY
- (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: 3.10 (b) - (h) NO

- (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?
- (c) Has any demand notice been suspended?
- (d) Has the Local Authority received full or part payment of any CIL liability?
- (e) Has the Local Authority received any appeal against any of the above?
- (f) Has a decision been taken to apply for a liability order?
- (g) Has a liability order been granted?
- (h) Have any other enforcement measures been taken?

**3.11. Conservation area**

Do the following apply in relation to the property?

- (a) the making of the area a conservation area before 31 August 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

(i) a decision to make an entry

NO

(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 Public Health England or Public Health Wales?

NO

*'Radon Affected Area' means a part of the country with a 1% probability or more of present or future homes being above the Action Level.*

*Further information on Radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers can be found on the Health Protection Agency (HPA) website [www.ukradon.org](http://www.ukradon.org)*

### 3.15. Assets of Community Value

(a) Has the property been nominated as an asset of community value?

NO

If so:- (i) Is it listed as an asset of community value?

3.15 (a)(i) - (b)(iii) NOT APPLICABLE

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

(iii) Has the listing expired?

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

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

(b) If the property is listed:

(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?

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

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

## INFORMATION SOURCES:

We have obtained the information to compile this search report from the following sources:

### **PLANNING AND BUILDING REGULATIONS**

The answer(s) to 1.1(a) - (i) were obtained by examining public records

The answer(s) to 1.1(j) - (l) were obtained by a written response from the Local Authority

The answer(s) to 1.2 were obtained by examining public records

### **ROADS AND PUBLIC RIGHTS OF WAY**

The answer(s) to 2.1 (a) - (d) were obtained by a written response from the Local Authority

The answer(s) to 2.2 - 2.5 were obtained by a written response from the Local Authority

### **OTHER MATTERS**

The answer(s) to 3.1 were obtained by a written response from the Local Authority

The answer(s) to 3.2 were obtained by a written response from the Local Authority

The answer(s) to 3.3 were obtained by a written response from the Local Authority

The answer(s) to 3.4 were obtained by a written response from the Local Authority

The answer(s) to 3.5 were obtained by a written response from the Local Authority

The answer(s) to 3.6 were obtained by a written response from the Local Authority

The answer(s) to 3.7 were obtained by examining public records

The answer(s) to 3.8 were obtained by a written response from the Local Authority

The answer(s) to 3.9 were obtained by examining public records

The answer(s) to 3.10 were obtained by a written response from the Local Authority

The answer(s) to 3.11 were obtained by examining public records

The answer(s) to 3.12 were obtained by examining public records

The answer(s) to 3.13 were obtained by examining public records

The answer(s) to 3.14 was obtained from the indicative atlas of radon in England and Wales

The answer(s) to 3.15 were obtained by a written response from the Local Authority



## PSG Terms and Conditions of Sale (Terms)

### 1. Definitions and Interpretation

1.1 In these Terms the following words shall have the meanings as given below:

<b>Adverse Entry</b>	Means – in respect of a PSG Regulated Local Authority Search- any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Search Report but was not disclosed on 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 date of the Search Report due to the Appropriate Body's error or omission OR means – in respect of a PSG Regulated Drainage Search – a matter affecting the land (*) which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29DW (Law Society Copyright, as amended) but which was not contained in the Search Report. (* ) see the SRIP appended to the relevant Search Report for the definition of "property" and "land".
<b>Applicable Data Protection Law</b>	Means the data protection laws applicable in England and Wales at the point of Contract.
<b>Appropriate Body</b>	Means a local authority, water undertaker or other public body responsible for maintaining the registers and information that are covered by forms LLC1 and Part 1 (standard Enquiries) of Form CON29 or CON29DW (Law Society Copyright, as amended).
<b>Charges</b>	Means Our charges for providing the Services, which will be notified to You when You submit Your Order.
<b>Client</b>	Means a person or persons (including a company or partnership) who have / has bought an interest in the Property relying on the Reports prepared in relation to the Property or a person or body making a loan to such persons secured on the Property.
<b>Contract</b>	Has the meaning given in clause 3.7.
<b>Data</b>	Means any data regarding You or Your Client You provide Us with when placing an Order and which may include personal data.
<b>Intellectual Property Rights</b>	Means any enforceable intellectual property right (whether registered or unregistered) including without limitation copyright, know-how, database right, service or trade mark, patent, trade secret or design right.
<b>Order</b>	Means Your request to Us to provide the Services, which You place through the online Ordering Platform (or by agreement, another acceptable means) on Your own behalf or on behalf of Your Client.
<b>Ordering Platform</b>	Means the online ordering platform made available to clients.
<b>Privacy Notice</b>	Our notice as found at <a href="http://www.psgconnect.co.uk/privacy/">www.psgconnect.co.uk/privacy/</a>
<b>Property</b>	Means the parcel or parcels of land identified in the Order.
<b>PSG Regulated Drainage Report</b>	Means the report providing some of the information contained in a Form CON29DW (Law Society Copyright, as amended) obtained by PSG and not directly from the Appropriate Body.
<b>PSG Regulated Local Authority Search</b>	Means the report providing responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) obtained by PSG and not directly from the Appropriate Body.
<b>Report</b>	Means any report, document or product that We supply You excluding Supplier Reports.
<b>Required Information</b>	Means all information We require about You or your Client to provide the Services and which includes Data.
<b>Search Code</b>	Means the Code of Practice for Search Compilers and Retailers as updated from time to time by the Council of Property Search Organisations (CoPSO).
<b>Search Report</b>	Means a PSG Regulated Drainage Report and/or a PSG Regulated Local Authority Search.
<b>Services</b>	Means Our compilation and/or delivery of Reports and Supplier Reports provided to You in respect of Your Order.
<b>SRIP</b>	Means the search report insurance policy appended to each Search Report and further defined in clause 8.4.
<b>Supplier</b>	Means any third party supplier We use to provide a Supplier Report as part of the Services.
<b>Supplier Report</b>	Means any report, document or other product including insurance or indemnity policies we have procured from a Supplier on Your behalf and which is provided to You in accordance with the Supplier Terms.
<b>Supplier Terms</b>	Means the terms and conditions of Suppliers in respect of Supplier Reports incorporated by reference to these Terms and available at <a href="http://www.psgconnect.co.uk/third-party-terms/">www.psgconnect.co.uk/third-party-terms/</a>
<b>Us/We/Our/PSG</b>	Means PSG Connect Limited, PSG Financial Services Limited or one of Our franchised businesses, together The Property Search Group or PSG.
<b>Working Day</b>	Means Mondays to Fridays except bank and public holidays (London)
<b>You/Your</b>	Means either (i) your professional firm or company who instructs Us to provide the Services to you either on your own behalf or as an agent of the Client or (ii) an individual dealing directly with us as a consumer.

Where You are an individual dealing directly with Us as a consumer Your attention is expressly drawn to clauses 2.2 (use of Data), 6.1 (cancellation rights) and 8 (limitation of liability). All individuals should obtain independent legal advice on the Search Report and SRIP (see clause 8.4) to ensure that they meet their needs in respect of any property transaction.

### 2. Data, Privacy and Security

- 2.1 You are responsible for obtaining the Required Information from your Client in accordance with Applicable Data Protection Laws. We will process the Required Information to provide the Services to You in accordance with Applicable Data Protection Laws and as further set out in the Privacy Notice. You agree to indemnify Us against any claim, loss, damages, penalty or other liability arising from a breach of your responsibilities under the Applicable Data Protection Laws.
- 2.2 CONSUMERS ONLY: If You are an individual dealing directly with PSG, you acknowledge that We will use the Required Information for the purposes of providing the Services or otherwise in accordance with the Privacy Policy.
- 2.3 We will retain Reports we have supplied to You in an electronic format available for inspection upon reasonable notice for 6 years from the date of Order.

### 3. The Services

- 3.1 The Services are available for all Property in England and Wales.
- 3.2 When You use the Ordering Platform or otherwise order Services from us by any other method You are deemed to have accepted the Terms of Use at (see [www.psgconnect.co.uk/terms-of-use/](http://www.psgconnect.co.uk/terms-of-use/)) which are expressly incorporated by reference to these Terms.
- 3.3 When You (including Your employees, agents or consultants) place an Order You accept that these Terms apply to the exclusion of your own terms of purchase and You accept that You and the Client are bound by them.
- 3.4 You agree that these Terms set out Our sole responsibility and liability to You in respect of the supply of Search Reports.
- 3.5 Where the Services include Supplier Reports these Suppliers are required by their regulatory bodies to have appropriate professional indemnity insurance or to be covered by statutory compensation arrangements. We do not accept liability for any loss or consequence of the act or omission of a Supplier except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client of Yours against a Supplier and shall, where possible, assign to You (or a Client at Your direction) at Your cost the benefit of any warranty, guarantee or indemnity given to Us by such Supplier of which We have the benefit. Supplier Terms will apply to all Supplier Reports to the exclusion of any other terms and conditions.
- 3.6 In respect of clauses 3.3 to 3.5 above, You agree to indemnify PSG in respect of any claim or allegation from the Client or other third party that the Terms do not apply in accordance with clause 3.3 and 3.4 or that the Supplier Terms do not apply in accordance with clause 3.5.
- 3.7 The Order will not be binding on PSG until PSG has accepted your Order (**Contract**) by either sending You a written confirmation (including by email or through the Ordering Platform) or providing You with the Services. Each Order if accepted by Us, will constitute a separate and severable contract.
- 3.8 These Terms and Supplier Terms may be varied from time to time. The Terms in force at the date of the Contract, in conjunction with the relevant Supplier Terms shall govern the Contract to the exclusion of all other terms and conditions. You are advised to print a copy of all relevant terms for Your future reference.
- 3.9 In providing Search Reports We will comply with the Search Code and We will use reasonable care and skill to ensure that Suppliers comply with the Search Code where this is relevant to the Supplier Reports. All other warranties, conditions, or representations, whether express, implied, written or oral are hereby excluded to the fullest extent permitted by law.

- 3.10 The Services are provided solely for Your use or the use of Your Clients and shall not be used or relied upon by any other party, without Our written consent.
- 3.11 Whilst every effort will be made to deliver the Services as soon as possible after Your Order has been accepted We are not liable to You (or Your Client) for any loss or damage suffered as result of delay or failing to meet any time estimate that may have been given.

#### 4. Charges and Payment

- 4.1 The Charge for the Services that You wish to Order will be as shown when you place Your Order. If an error is identified with a Charge before we acknowledge the Contract (as set out in clause 3.6) We will inform You as soon as possible so that You can decide whether you wish to replace or cancel the Order.
- 4.2 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate and delivery and communication costs.
- 4.3 Save where otherwise agreed in writing, invoices shall be paid within 30 days of the date of issue save that invoices for insurance policies provided through PSG Financial Services Ltd shall be paid within 14 days of the date of issue. If you fail to pay Our invoice on or before the due date, We reserve the right to charge interest and compensation on outstanding sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and to recoup costs associated with recovery of the same. Where you are an individual dealing directly with PSG the statutory rate of interest shall apply.

#### 5. Your Obligations

- 5.1 You warrant that the Required Information provided when placing the Order is true, accurate and complete.
- 5.2 You will notify Us immediately where You become aware of any inaccuracy contained within the Order or Required Information supplied and We will use reasonable endeavours to alter the Order to reflect the revised Required Information. However, You acknowledge that this may not be possible due to the progress of the Services. You will remain liable to pay any charges associated with the original Order and may be required to place a revised Order at Your extra cost.
- 5.3 You will ensure that the Client is aware of the Terms and Supplier Terms as appropriate.

#### 6. Cancellation

- 6.1 Where You are an individual dealing directly with PSG you have a right to cancel the Order under the Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013. Under the Regulations you have the right to cancel orders for services within 14 days of your Order or to cancel goods included in your Order within 14 days of receipt of the goods. However, this right to cancel does not apply to goods (i.e. reports or policies) which have been made or supplied to Your specifications or to services whose performance of those already started with Your approval. You acknowledge that any services will commence when We have provided you with a confirmation of the Order and that reports and policies are made to your specification (being in line with Your Required Information). Your right to cancel under these Terms therefore ceases at that time.
- 6.2 Notwithstanding clause 6.1 any insurance product in your Order may be cancelled within 14 days of the order date.
- 6.3 If You do wish to cancel all or part of Your Order prior to commencement of the Services You will remain liable to pay any charges, costs and expenses that have been reasonably incurred up to the date of cancellation and which We are unable to mitigate. These charges, costs and expenses shall be invoiced and payable in accordance with clause 4.3.
- 6.4 Any cancellation request must be made promptly to PSG (being the office managing Your Order) giving details of the Order reference number and Property.

#### 7. Intellectual Property Rights and Proprietorship

- 7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in Us or the Supplier where appropriate and nothing in these Terms purports to transfer, assign or grant any rights to You or Your Client in respect of these Intellectual Property Rights.
- 7.2 Title to the Services shall not pass to You until the Charges have been paid in full.
- 7.3 You agree that You will not, and shall procure that Your Client will neither (i) change, amend, remove, alter or modify the Services or any proprietary mark nor (ii) use the Services other than in relation to the Property and for benefit of any party other than the Client.
- 7.4 You agree to indemnify Us and hold Us harmless in respect of all claims, costs, demands, actions or other liability (including professional fees) arising out of a breach of this clause 7.

#### 8. Limitation of Liability

- 8.1 When You receive the Services You will make a reasonable inspection of the results provided promptly and You will notify Us of any defect as soon as possible after its discovery as a delay may limit any potential recompense to You / Your Client.
- 8.2 We acknowledge that You may make Search Reports available to Clients in the normal course of your business and agree that where You do so then any such Client shall have the benefit of and may enforce Your rights under this agreement as if the Client were a party to these Terms.
- 8.3 Any claim relating to a Supplier Report must be made against the Supplier and in accordance with the Supplier Terms. Subject to clause 3.5 and to the maximum extent permitted by law, We make no representations, warranties or conditions of any kind, either express or implied, with respect to Supplier Reports and We are not liable in contract, tort, negligence, statutory duty or otherwise for any loss or damage whatsoever or howsoever caused by a Supplier Report.
- 8.4 All Search Reports have the benefit of a "Search Report Insurance Policy" (SRIP) provided by First Title Insurance Plc, whose current registered office address is ECA Court, 24 to 26 South Park, Sevenoaks, Kent, TN13 1DU ("First Title"). The SRIP policy is appended in full to each Search Report and samples are available at [www.psgconnect.co.uk/third-party-terms/](http://www.psgconnect.co.uk/third-party-terms/). Our liability to Your Client in respect of an Adverse Entry in a Search Report is limited to the extent of the indemnity coverage for Actual Loss (as defined and determined in the relevant SRIP) provided by First Title under the SRIP and You are advised to make Your Client aware of the policy details, scope of cover, time scales for making a claim and liability limits. The current liability limit under the SRIP is (a) £2 million in respect of a PSG Regulated Local Search or (b) £1 million in respect of a PSG Regulated Drainage Report.
- 8.5 PSG Connect Limited has in place professional indemnity insurance of £20 million in respect of each and every claim in respect of its work in preparing, collating and providing a Search Report. The name and address of the primary insurer is HCC International Insurance Company PLC, 1 Aldgate, London, EC3N 1RE. Subject to clause 8.7 Our liability to You in respect of all losses arising under or in connection with a claim or a series of related claims whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed £20 million.
- 8.6 PSG Financial Services Limited has in place professional indemnity insurance of £1.2 million in respect of each and every claim in respect of its work in preparing, collating and providing an insurance product. The name and address of the primary insurer is HCC International Insurance Company PLC, 1 Aldgate, London, EC3N 1RE. Subject to clause 8.7 Our liability to You in respect of all losses arising under or in connection with a claim or a series of related claims whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed £1.2 million.
- 8.7 We exclude liability (save as a result of Our negligence) in respect of (i) an Adverse Entry (see clause 8.4) as this covered by the SRIP, (ii) Supplier Reports (see clause 8.3); and (iii) any loss of profits (whether direct or indirect), indirect or consequential loss.
- 8.8 We are not liable for loss or liability attributable to any accuracy or errors in the Services as a result of untrue, inaccurate or out of date Required Information supplied by You.
- 8.9 We shall not be liable to You for any loss caused by any failure by You or Your Client to have in place all necessary means of receiving the Services, making the Terms or Supplier Terms available to the Client, the maintenance of internet access, email, facilities and security measures.
- 8.10 Nothing in the above excludes or restricts Our liability for death or personal injury caused by Our negligence or fraudulent misrepresentation or any other liability which it is not permitted to exclude as a matter of law.

#### 9. Force Majeure

We will not be liable for any failure to perform the Services due to any event beyond Our reasonable control. However, if Our performance of the Services is delayed due to any event beyond our reasonable control, We will notify You promptly.

#### 10. General

- 10.1 These Terms and Conditions constitute the entire agreement between You and Us in respect of the Services and supersede any representations or warranties previously given.
- 10.2 We may assign and/or sub-contract any part of the Contract at any time. You shall not be entitled to assign the Contract without our written consent.
- 10.3 If at any time, any one or more of these Terms are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Terms, which shall remain in full force and effect.
- 10.4 Any failure by Us to enforce a breach of these Terms by You will not be deemed to be a waiver of any subsequent breach of these Terms by You.
- 10.5 Nothing in these Terms shall create or be deemed to create a partnership or joint venture between Us and You or the relationship of principal and agent or employer and employee.
- 10.6 Independent dispute resolution – if You (or Your Client) make a complaint in respect of a Report and PSG is unable to resolve it to Your (or Your Client's) satisfaction the dispute may be referred to The Property Ombudsman Scheme [website@www.tpos.co.uk](http://www.tpos.co.uk) email@ [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with the Ombudsman during

- an investigation and comply with the Ombudsman's decision. Where You are an individual dealing directly with PSG as a consumer You are also directed to the online dispute resolution platform at <http://ec.europa.eu/odr>.
- 10.7 These Terms will be governed and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 10.8 Save for Your Client, the parties agree that no other third party shall have any right to enforce these Terms.

#### **Important Consumer Protection Information**

Search Reports are produced by the PSG Franchise identified on the front page of the Report; the franchises of PSG Connect Ltd (Head Office – 1 Capitol Court, Dodworth, Barnsley, S75 3TZ) are collectively registered with the Property Codes Compliance Board (PCCB) as subscribers 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  
Fax: 01722 332296  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
E-mail: [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**

The PSG complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to the PSG Franchise identified on the front page of the Report.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

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

#### **Financial Conduct Authority:**

PSG Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). FCA Registration number 583137. You can check this on the FCA Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0207 964 1000.

If your complaint is in relation to our insurance products you may refer your complaint to: Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Tel: 0207 964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)).

PSG© March 2018

## SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18  
Policy Issuer: PSG Financial Services Ltd  
Policy Number: SRIP(E&W)60-088-000000

### This policy

This policy has been issued by the **Policy Issuer**, on **Our** behalf, when issuing the **Search Report**.

This policy consists of 4 pages, is the entire contract between **You** and **Us**, and is effective from the **Policy Date**.

The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.

The words in bold italics have the meanings set out within this policy.

**Our**, **Us** and **We** mean First Title Insurance plc, company registration number 01112603.

### What this policy covers

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

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

**Actual Loss** means:

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

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

### Who this policy covers

This policy only insures **You**, meaning:

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

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

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

**Your** rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

## What this policy excludes

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

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

## In the event of a claim

**You** must notify **Us** in writing, using either of the methods set out below in the **Contacting Us** section, as soon as possible, and in any event within 10 days, after **You** become aware of any claim, or circumstance or matter which might entitle **You** to make a claim under this policy. For the avoidance of doubt, notification must be sent even if **Actual Loss** has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

**We** will require a copy of the **Search Report** together with evidence to show that the **Adverse Entry** would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out on the **Policy Date**.

**You** must co-operate with **Us** fully in relation to this policy, and not do anything or fail to do anything that adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

**You** must, within 90 days of notifying **Us** of the claim, circumstance or matter, provide **Us** with a written statement detailing the amount of **Your Actual Loss** and the method that **You** used to compute that amount.

## Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle **You** to make a claim under this policy or if **We** become aware of an **Adverse Entry**, **We** will, if **We** accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of **Your Actual Loss**, not to exceed the **Maximum Limit of Indemnity**, that **You** have incurred as a result of the **Adverse Entry**, and any **Authorised Expenses**, if applicable;
- in relation to the **Lender**, **We** may purchase the debt from **You** by paying to **You** the amount of the loan that is outstanding together with any interest and **Authorised Expenses**, if applicable. In these circumstances, **You** must transfer or assign the loan and charge that is secured against the **Property** together with any collateral securities and credit enhancements to **Us** on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in **Your** name together with any **Authorised Expenses**, if applicable;
- at **Our** absolute discretion, defend **You**, including but not limited to in litigation, in relation to the **Adverse Entry**. **We** will pay any and all costs that **We** incur in that defence and shall act without unreasonable delay. **We** can end this duty to defend at any time. **We** will be entitled to select the lawyer, surveyor and/or valuer to act and **We** will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

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

**We** will keep **You** up to date on all matters arising under a claim.

When the extent of **Your Actual Loss** and **Our** liability under this policy have been finally determined, **We** will pay that amount within 30 days of its determination.

## Limitation and reduction of Our liability

**We** will not be liable to indemnify **You**:

- if **We** remove any matter giving rise to **Your** claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if **We** have taken any of the actions set out in the **Our obligations in the event of a claim** section; and/or

- until litigation, including appeals, in relation to a claim conducted by **Us** (or by **You** with **Our** authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by **You** in negotiating or settling any claim or litigation without **Our** prior written consent.

**Our** obligations to **You** under this policy may be reduced in part or in whole if **You** refuse to co-operate with **Us** and any of **Your** actions or omissions adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. **We** reserve the right to recover any sums that **We** have paid out under this policy from **You** in such an event.

**You** must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in **Us** rejecting or withdrawing from a claim made by **You** under it.

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

- all payments under this policy, except for **Authorised Expenses**;
- the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the **Property** or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which **Your** acts or omissions have increased **Our** liability or reduced **Our** ability to recover amounts from third parties.

## Subrogation

If **We** agree to indemnify or defend **You** under this policy in respect of any claim then, regardless of whether or not actual payment has been made, **We** will immediately be subrogated to any rights, contractual or otherwise, which **You** may have in connection with that claim, the mortgage or the **Property**. If **We** ask, **You** must transfer to **Us** all of **Your** rights and remedies against any person or property that, in **Our** opinion, might be necessary to perfect this right of subrogation.

## Governing law and jurisdiction

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

## Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

## Data Protection Act 2018 & GDPR

Any information provided to **Us** by **You** or the **Policy Issuer** will be processed by **Us** and, if applicable, **Our** agents in compliance with the provisions of the Data Protection Act 2018 and the GDPR, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties, including those located outside of the European Economic Area.

## Complaints

**We** intend to give **You** the best possible service but if **You** do have any questions or concerns about this policy or the handling of a claim, **You** should, in the first instance, contact **Our** Compliance Department:

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

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

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

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

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

## Financial Services Compensation Scheme

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

## Contacting Us

We can be contacted via the following methods:

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

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

## Regulation

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

## Definitions and interpretation

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

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

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

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

Signed on behalf of  
**First Title Insurance plc**

By



Authorised Signatory

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This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it is not part of the Policy and it does not commit us to provide insurance on these or any other terms. It is important that this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

## What is this type of insurance? Search Report Insurance



### What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00.
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is:  
**Actual Loss that You suffer as a result of an Adverse Entry:**  
An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.



### What is not insured?

First Title Insurance plc will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from risks or Adverse Entries that:

- ✗ You create, allow or agree to at any time;
- ✗ Are known to You but not to First Title Insurance plc on or before the Policy Date;
- ✗ Do not cause You any Actual Loss;
- ✗ Occur or come into existence after the Policy Date;
- ✗ Are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer (if applicable);
- ✗ Are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property (or in relation to the Lender, the loan being advanced);
- ✗ Would be dealt with under a buildings and/or contents insurance policy;
- ✗ Should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright);
- ✗ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



### Are there any restrictions on cover?

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





## Where am I covered?

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



## What are my obligations?

- You must :
  - use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
  - notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a claim under the policy;
  - produce a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date;
  - co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
  - not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
  - transfer all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
  - in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
  - not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
  - permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
  - within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
  - comply with all of the terms, conditions and provisions of the policy at all times.



## When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to You.



## When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of Your relevant interest in the Property.



## How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.

No refund of premium will be payable in any circumstance.