




## QUICK SEARCH SUMMARY

	Local Land Charge Entries - Q1.2	<b>YES</b>
	Planning History	<b>NO</b>
	Building Regulation Applications	<b>NO</b>
	Planning Designations & Proposals - Q1.2	<b>YES</b>
	Roads - Q2.1	<b>ADOPTED</b>
	Public Rights of Way - Q2.2	<b>NO</b>
	Other Matters	<b>NO</b>
	Road Schemes Q3.4	<b>NO</b>
	Rail (also refer to plan at rear of report) Q3.5 (a)	<b>NO</b>
	Schemes, Notices & Orders	<b>YES</b>
	Community Infrastructure Levy (CIL) Q3.10 (a - h)	<b>NO</b>
	Assets of Community Value Q3.15	<b>NO</b>
	Green Deal Checker	<b>NOT AFFECTED</b>
	Coal Checker	<b>CLEAR</b>
	HS2 Checker	<b>CLEAR</b>
	Enviro Checker (Inc. Planning, Flood & Contaminated Land)	<b>SEE RESULTS</b>

## Search Details

### Search Prepared For:

**NEXA LAW**

Tel: 01691 655 060

**Search Number:**  
404196

**Your Reference:**  
WH/28614

### Property:

LAND ON NORTH EAST SIDE  
HEDGEFIELD HURN  
SPALDING  
PE11 4JE

**Date:**22/05/2025

**Local Authority & Address:**  
SOUTH HOLLAND DISTRICT  
COUNCIL COUNCIL OFFICES  
PRIORY ROAD  
SPALDING  
PE11 2XE

## Other roadways, footpaths and footways:

NONE

## Additional enquiries are to be attached on a separate sheet

No

## SEARCH PREPARED BY AND ANY ENQUIRIES TO:

**Move Reports UK :** Hilton Hall Hilton Lane, Essington  
Wolverhampton, South Staffs, WV11 2BQ  
**Contact Person :** Thomas Bridgen  
**Tel :** 0845 094 5733  
**Fax :** 0845 094 5739  
**Email :** enquiries@movereportsuk.com

## How Information Obtained

The answers to all questions within this report were obtained from public records held by the Local Authority (SOUTH HOLLAND DISTRICT COUNCIL, COUNCIL OFFICES PRIORY ROAD SPALDING PE11 2XE) with the exception of questions 3.5, for which non-Local Authority public records are used and question 3.14, for which data is sourced from UK Radon.

For further information contact Move Reports UK Limited.

## Optional Enquiries

Road proposals by private bodies	<input type="checkbox"/>
Advertisements	<input type="checkbox"/>
Completion notices	<input type="checkbox"/>
Parks And Countryside	<input type="checkbox"/>
Pipelines	<input type="checkbox"/>
Houses in multiple occupation	<input type="checkbox"/>
Noise abatement	<input type="checkbox"/>
Urban development areas	<input type="checkbox"/>
Enterprise zones	<input type="checkbox"/>
Inner urban improvement areas	<input type="checkbox"/>
Simplified planning zones	<input type="checkbox"/>
Land maintenance notices	<input type="checkbox"/>
Mineral Consultation Areas	<input type="checkbox"/>
Hazardous Substance Consents	<input type="checkbox"/>
Environmental And Pollution Notices	<input type="checkbox"/>
Food Safety Notices	<input type="checkbox"/>
Hedgerow Notices	<input type="checkbox"/>
Flood Defence and Land Drainage Consents	<input type="checkbox"/>
Common Land, Town And Village Greens	<input type="checkbox"/>

Plan Attached	No
Optional enquiries to be answered	No
Additional enquiries are to be attached on a separate sheet	No

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

LAND ON NORTH EAST SIDE  
HEDGEFIELD HURN  
SPALDING  
PE11 4JE

**LOCAL LAND CHARGE REGISTER ENTRIES**

- |   |  |
|---|--|
| 1 | ENF-486-06-E08 Enforcement Notice issued under Section 171A (1) of the Town and Country Planning Act 1990 relating to land off Hedgefield Hurn Gosberton requiring removal of caravan.<br>Dated 07.02.07<br>Registered 14.02.07<br>COMPLIED WITH |
|---|--|

**PLANNING REGISTER ENTRIES SINCE: 04-04-1997**

- |   |      |
|---|------|
| 1 | NONE |
|---|------|

**BUILDING REGULATION APPLICATIONS SINCE: 01-01-2010**

- |   |      |
|---|------|
| 1 | NONE |
|---|------|

**OTHER DETAILS**

PLEASE NOTE THE FOLLOWING INFORMATION:

ENVIRO CHECKER: ABUTTING PLANNING APPLICATIONS - WE HAVE BEEN UNABLE TO SEARCH FOR PLANNING APPLICATIONS ON ADJACENT PROPERTIES DUE TO THE UNAVAILABILITY OF LOCAL AUTHORITY RECORDS

## QUESTION 1 PLANNING AND BUILDING REGULATIONS

### 1. PLANNING AND BUILDING REGULATIONS

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:

The Local Authority applies a 'cut-off' date for planning applications and for building regulation applications. The records have been searched back to that date only. Planning applications relating to land adjoining the curtilage of the address searched do not fall within the scope of this report.

(a) a planning permission;	ANY ENTRIES SHOWN ON PAGE 4
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(b) a listed building consent;	ANY ENTRIES SHOWN ON PAGE 4
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(c) a conservation area consent;	ANY ENTRIES SHOWN ON PAGE 4
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(d) a certificate of lawfulness of existing use or development;	ANY ENTRIES SHOWN ON PAGE 4
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(e) a certificate of lawfulness of proposed use or development;	ANY ENTRIES SHOWN ON PAGE 4
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(f) a certificate of lawfulness of proposed works for listed buildings;	ANY ENTRIES SHOWN ON PAGE 4
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(g) a heritage partnership agreement;	ANY ENTRIES SHOWN ON PAGE 4
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(h) a listed building consent order;	ANY ENTRIES SHOWN ON PAGE 4
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(i) a local listed building consent order;	ANY ENTRIES SHOWN ON PAGE 4
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(j) building regulation approvals;	ANY ENTRIES SHOWN ON PAGE 4
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(k) a building regulation completion certificate; and	ANY ENTRIES SHOWN ON PAGE 4
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(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	ANY ENTRIES SHOWN ON PAGE 4
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How can copies of the decisions be obtained?	PLEASE CONTACT MOVE REPORTS UK
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<b>INFORMATIVE:</b> If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.	<b>INFORMATIVE:</b> 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.
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### 1.2 Planning Designations & Proposals.

<p>What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan?</p> <p>This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.</p>	<p>South East Lincolnshire Local Plan 2011-2036 (adopted March 2019):</p> <p>- COUNTRYSIDE</p>
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## QUESTION 2 ROADS AND PUBLIC RIGHTS OF WAY

### 2. ROADS AND PUBLIC RIGHTS OF WAY

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

(a) highways maintainable at public expense:	HEDGEFIELD HURN - 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; or	NONE
(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?	NONE
<p>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.</p>	

### Public rights of way

<b>2.2</b> Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	NO
<b>2.3</b> Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map revised definitive map?	NO
<b>2.4</b> 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
<b>2.5</b> If so, Please attach a plan showing the approximate route	

## QUESTION 3 OTHER MATTERS

From records inspected, do any of the following matters apply to the property?	
<b>3.1 Land required for Public Purposes</b>	
Is the property included in land required for public purposes?	NO
<b>3.2 Land to be acquired for Road Works</b>	
Is the property included in land to be acquired for roadworks?	NONE
<b>3.3 Drainage Matters</b>	
(a) Is the property served by a sustainable urban drainage system (SuDS)?	3.3 (a) - (c) THE COUNCILS RECORDS DO NOT ALLOW FOR THE PROVISION OF COMPREHENSIVE ANSWERS IN RELATION TO THIS QUESTION. Informative: We therefore recommend checking planning approvals, section 106 agreements and referring to the vendor and or developer in order to establish if the property is served by a Sustainable Urban Drainage System
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	
(c) If the property benefits from SuDS for which there is a charge, who bills the property for the surface water drainage charge?	
Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.	
<b>3.4 Nearby Road Schemes</b>	
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;	QUESTION 3.4 (a) TO (f) SEE REPLIES BELOW. (Note: does not include schemes by Private Bodies as this is covered by additional optional enquiries)  NONE
(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	NONE

(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;	NONE
(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; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;	NONE
(e) the centre line of the proposed route of a new road under proposals published for public consultation; or	NONE
(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); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	NONE
	Note: A mini-roundabout is a roundabout having one-way circulatory around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.
<b>3.5 Nearby Railway Schemes</b>	
(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
<b>3.6 Traffic Schemes</b>	
Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut 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; or	NO
(l) bridge building?	NO
In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located	
<b>3.7 Outstanding Notices</b>	
Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:	
(a) building works;	NONE REGISTERED
(b) environment;	NONE REGISTERED
(c) health and safety;	NONE REGISTERED
(d) housing;	NONE REGISTERED
(e) highways; or	NONE REGISTERED
(f) public health?	NONE REGISTERED
(g) flood and coastal erosion risk management ?	NONE REGISTERED
<b>3.8 Contravention of Building Regulations</b>	
Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NONE REGISTERED
<b>3.9 Notices, Orders, Directions and Proceedings under Planning Acts</b>	

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;	REFER TO LAND CHARGES REGISTER
(b) a stop notice;	NONE REGISTERED
(c) a listed building enforcement notice;	NONE REGISTERED
(d) a breach of condition notice	NONE REGISTERED
(e) a planning contravention notice	NONE REGISTERED
(f) another notice relating to breach of planning control;	NONE REGISTERED
(g) a listed building repairs notice;	NONE REGISTERED
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NONE REGISTERED
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED (Does not cover trees on neighbouring property which may overhang. If overhanging trees are present, consider further enquiries)
(n) proceedings to enforce a planning agreement or planning contribution?	NONE REGISTERED

### 3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?	NO
If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
(i) a liability notice?;	NONE REGISTERED
(ii) a notice of chargeable development?	NONE REGISTERED
(iii) a demand notice?	NONE REGISTERED

(iv) a default liability notice?	NONE REGISTERED
(v) an assumption of liability notice?	NONE REGISTERED
(vi) a commencement notice?	NONE REGISTERED
(c) Has any demand notice been suspended	NONE REGISTERED
(d) Has the Local Authority received full or part payment of any CIL liability ?	NONE REGISTERED
(e) Has the Local Authority received any appeal against any of the above?	NONE REGISTERED
(f) Has a decision been taken to apply for a liability order?	NONE REGISTERED
(g) Has a liability order been granted?	NONE REGISTERED
(h) Have any other enforcement measures been taken?	NONE REGISTERED
<b>3.11 Conservation Area</b>	
(a) the making of the area a conservation area before 31st August 1974; or	3.11 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	
<b>3.12 Compulsory Purchase</b>	
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
<b>3.13 Contaminated Land</b>	
Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):	
(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
(i) a decision to make an entry;	NONE REGISTERED
(ii) or an entry: or	NONE REGISTERED

(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?	NONE REGISTERED
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 council in whose area adjacent or adjoining land is situated.	
<b>3.14 Radon Gas</b>	
Do records indicate that the property is in a 'Radon Affected Area' as identified by the Public Health England or Public Health Wales?	
INFORMATIVE: '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. Such areas are designated by Public Health England which also advises Government on the numerical value of the 'Radon Action Level' (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).	
For <b>NEW HOMES</b> in England built in affected areas shown on the maps in the 1999 edition of BR211, the builder or building control body should know what type of radon protection has been provided. If the reply is positive (but not if the reply is negative) the following statement (informative) applies: Radon Affected Areas are designated by the Public Health England. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property, whether results were at or above the Action Level (prescribed by Public Health England) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures. A guide containing further information about Radon Affected Areas is available from Public Health England contact details: Public Health England Centre for Radiation, Chemicals and Environmental hazards, Chilton, Didcot, Oxon, OX11 0RQ Tel: 01235 822622 Email: radon@phe.gov.uk Further information on radon is available at <a href="http://www.ukradon.org">www.ukradon.org</a>	PLEASE REFER TO ENVIRONMENTAL REPORT

### 3.15 Assets of Community Value

(a) Has the property been nominated as an asset of community value? If so:-	NO
(i) Is it listed as an asset of community value?;	NOT APPLICABLE
(ii) Was it excluded and placed on the "nominated but not listed" list?	NOT APPLICABLE
(iii) Has the listing expired?	NOT APPLICABLE
(iv) Is the Local Authority reviewing or proposing to review the listing?	NOT APPLICABLE
(v) Are there any subsisting appeals against the listing?	NOT APPLICABLE
(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?	NOT APPLICABLE
(ii) Has the Local Authority received a notice of disposal?	NOT APPLICABLE
(iii) Has any community interest group requested to be treated as a bidder?	NOT APPLICABLE





### Contaminated Land

**Passed**

#### Opinion

The definitive reply will be stated within the Local Search Q3.13

#### A) PART 2A OF THE ENVIRONMENTAL PROTECTION ACT 1990

It is unlikely that the property would be identified as "contaminated land".

#### B) LENDING

Meaning that it is unlikely to have an adverse effect on the security of the property for normal lending criteria.

#### NEW HOMES

Normal planning criteria would require a site investigation report and any identified contamination would require remediation of the site be carried out to comply with planning conditions. Please refer to any breaches or discharge notices.

#### Move Reports Commitment

If a Remediation Notice is served by the local authority the homeowner may be required to pay for all, or part of the remediation to the property. The buyer of this report may be eligible for all, or a portion of the Move Reports commitment fund of £100,000. For more information see Move Reports Terms and Conditions.



### Flood

#### Insurance

Buildings and contents insurance should be available and affordable up to a "moderate" level. Practice rules recommend the purchase and sight of insurance prior to exchange of contracts.

#### Recommendations

Refer to replies in TA6 Form Q.7, Q7.1, Q7.2, Q7.3

#### Buyer Informative

Flood risk is based on probability. You can get further information at the following websites:

[www.gov.uk/check-flood-risk](http://www.gov.uk/check-flood-risk)

[www.knowyourfloodrisk.co.uk](http://www.knowyourfloodrisk.co.uk)

	Rivers & Sea	Surface Water
High		
Moderate to High		
Moderate		
Low to Moderate		
Low		



### HS2



### Planning Application (Abutting)

Please note that any applications revealed will apply to adjacent properties on the same street or road and shown on the local authority planning register dated within the last 4 years of the date of this search and provided as an additional due-diligence tool. Move Reports will not be responsible for their accuracy or any omissions



### Green Deal

If the search identifies the property as being "Affected" then full inspection of the EPC is required



### Coal Checker

For Lender purposes, if the search identifies the property as being "Within Coal Area" then a Move Reports Coal Mining Report should be obtained. To purchase contact: [enquiries@movereporstsuk.com](mailto:enquiries@movereporstsuk.com)

## SEARCH INFORMATION ACCURACY INDEMNITY INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 270166. Registered office address: 11 Haymarket, London SW1V 4BP

**Complete pre-contractual and contractual information on this policy is provided in other documents**

## WHAT IS THIS TYPE OF INSURANCE?

Search Information Accuracy Indemnity



### WHAT IS INSURED?

- ✓ The defect as described in the Defect section of the Policy Schedule and which arises from your use and ownership of the Property as described in the Policy Schedule.
- ✓ In the event that you have obtained a regulated search from the Organisation which may contain an adverse entry that would have been revealed on the Policy Date ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



### WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any Claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



### ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
  - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
  - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
  - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
  - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



### WHERE AM I COVERED?



This policy covers you for the UK property specified in the Policy Schedule.



## WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
  - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
  - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
  - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
  - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
  - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
  - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
  - admission, promise of payment or indemnity
  - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



## WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



## WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



## HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to [STLEnquiry@stewart.com](mailto:STLEnquiry@stewart.com).

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

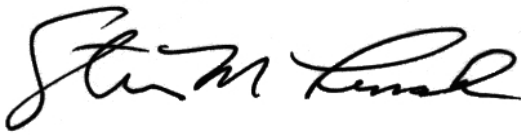
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**BASIS OF COVER**

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read 'Steven Lessack', written in a cursive style.

Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory

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**POLICY SCHEDULE**

POLICY NUMBER 187371	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

**THE INSURED**

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

**THE INSURER**

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

**THE DEFECT**

The Insured has been provided with a Regulated Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

**INSURED USE**

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

**EXCLUSION(S)**

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) any matter where the Organisation has a professional indemnity policy for its errors and omissions with another insurer whether or not that insurer accepts liability under that policy
- (iv) consequential loss
- (v) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990) including but not limited to the presence of radon gas on or under the Property
- (v) any matter where the Insured or their legal advisers have not followed or acted upon the guidance notes provided in the Search

**ADDITIONAL POLICY CLAUSE(S)**

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 1.1 (e), (f), (g), (j), (k) and (l) and 3.6 and 3.8 and/or
  - (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
  - (iii) subject to exclusion (iii) above incorrect information being given by the Organisation to the Insured
- Organisation – Move Reports UK Limited
-

**This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.**

## **COVER**

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

## **GENERAL PROVISIONS**

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

## **NON INVALIDATION**

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

## **IMPORTANT CONDITIONS**

### **In respect of each Property:-**

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
  - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
  - c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
-

- a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
  - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
  - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
  - d. take a similar proportionate action.  
The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 187371

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

## **COMPLAINTS PROCEDURE**

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

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

## **RIGHT TO CANCEL POLICY**

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

## **CLAIMS CONDITIONS**

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

## **DEALING WITH THE CLAIM**

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
-

- i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
  - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
  - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
  - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
- c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
- d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
- e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
- f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
- g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

### **THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk).

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

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**Last Revised:** *August, 2018*

### Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at [www.stewartsolution.com/Documents/PrivacyPolicy.pdf](http://www.stewartsolution.com/Documents/PrivacyPolicy.pdf) or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:	Europe: <a href="mailto:PrivacyEU@stewart.com">PrivacyEU@stewart.com</a> UK: <a href="mailto:PrivacyUK@stewart.com">PrivacyUK@stewart.com</a>
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

## **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Move Reports UK Ltd, Hilton Hall, Hilton Lane, Essington, WV11 2BQ, Tel: 0845 094 5733, Email: [enquiry@movereportsuk.com](mailto:enquiry@movereportsuk.com), which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

### **The Code's core principles**

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

### **Complaints**

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### **TPOs Contact Details:**

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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



## COMPLAINTS PROCEDURE

Move Reports is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

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.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, <https://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 his final decision.

If your complaint is in relation to CLS' insurance products or Bonds, you may refer your complaint to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR (Tel: 0800 023 4567 or online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

Complaints should be sent to:

Richard Bray  
Move Reports UK Ltd  
Hilton Hall  
Hilton Lane  
Essington  
WV11 2BQ  
Tel: 0845 0945733  
Email: [enquiry@movereportsuk.com](mailto:enquiry@movereportsuk.com)

**FOOTNOTE:**

Access to certain information may not be either freely available or genuinely unavailable when conducting the Personal Search: the circumstances in which information is genuinely unavailable are extremely limited but if this is the case then it would be the only time when the search compiler can itself take the decision not to answer a question. This refers to a very small number of cases where a record does not exist under any circumstances and the information it contains is not available even to the data provider itself. For example, where planning data which theoretically is available back to 1940s but is archived in deep storage and is not available to the local authority itself. The key test here will be whether the information could be obtained by means of a report from the data provider themselves. If it can, then it cannot be classified as genuinely unavailable data and it must be provided regardless of cost or delay unless the client expressly requests its omission from the final report. The result of this is the introduction by MoveReportsUK Ltd of individual indemnity insurance (at no additional cost) covering these specific questions. Copy of the Insurance cover is attached to the rear of the search. This is also outlined and supported within our Terms of Business paragraph 3.3 & 8.4 respectively.

**Information Sources:**

The information obtained can be via a number of channels being; Local Authority web-sites, Private sector web-sites, Government and other public bodies web sites, manual records and archive, visiting local authority or county council departments to inspect the following records; Local Land Charges, Planning, Building regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current & Proposed development Plans, Highways register, Enforcement, stop & Breach of Condition Notices, Contaminated Land & Hazardous Substance Consents and Radon Atlas. And written requests such as the LLC1 form, replies direct from the vendor, information under the freedom of information act and under any council 'commercial-licence' agreements with local authorities. As subscribers to the Search Code Move Reports will be required to demonstrate the actual information source per specific property report during audit inspections. Land Charge information purchased will be included 'without analysis or comment' to the rear of the report for HMRC VAT purposes with interpretation to be carried out by the conveyancing professional. MoveReportsUK Ltd follow a strict procedure to enable full track and traceability from the generation, compilation and final draft of the Local Search. Please contact MoveReportsUK Ltd for further details.

## STANDARD TERMS of BUSINESS & CONDITIONS

MoveReportsUK Ltd a company incorporated in England and Wales under company registration number 04531448 and registered for Value added Tax number 792906979. You can contact MoveReportsUK Ltd for any information or to register a complaint using [enquiry@movereport्सuk.com](mailto:enquiry@movereport्सuk.com) or 0845 094 5733.

Move Reports UK Ltd is regulated by the Property Codes Compliance Board (PCCB) in providing search reports and services Move Reports UK will comply with the Search Code.

### 1. Interpretation

1.1 In these Conditions the following words shall have the meanings as stated:

"Charges" - our financial charges for providing the services, which will be notified to "you", when you submit your order.

"Confirmation of order" - the point at which the agreement becomes binding on both parties when we confirm acceptance of your "Order" whether by telephone, facsimile, SMS or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" - any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" - "your" request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" - our "Order Form" which may be updated from time to time or an approved alternative.

"Property" - the property address of location, the building(s) land, and all chattells for which you require a report.

"Report" - any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from MoveReportsUK Ltd or associated trading partners, or whether it is a "Third Party Report".

"Required Information" - all information required to submit the "order form" to us which shall enable us to provide the "services" to you.

"Third Party Report" - any "Report" that we procure from a third party on your behalf for the purpose of providing the "service".

"Services" - our compilation and/or delivery of reports/documents to "you".

"Us/ we/our" - MoveReportsUK Ltd or one of our Agency partners.

"Working Day" - Mondays to Fridays except bank and public holidays.

"You/your" - the person, firm or company who instructs us to provide the "services" either on their own behalf or as an agent of another person.

"Deferred Payment" - a financial facility provided by a commercial banking house to offer the vendor an extended payment period.

### 2. Privacy

Please refer to the separate Privacy policy

### 3. The Services

3.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use reasonable endeavors to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be not be freely available or genuinely unavailable and by placing the Order we have your express permission to implement specific insurance as clearly outlined within the Footnote element of the Search and again herein paragraph 8.4. Report information itself may subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

3.4 Upon receiving and accepting your Order we shall provide a Confirmation of Order. The placing of the Order will constitute that you have read and agree to be bound by these terms and conditions.

3.5 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavors to deliver the Services within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the point of Order. By accepting these conditions You agree that in such case that time of delivery of the Reports is not of the essence and that delivery of Reports may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

3.6 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

### 4. Charges

4.1 Charges will include VAT unless expressed otherwise. And will include delivery and communication costs.

4.2 You shall be liable for payment for the Services at the notified rate prior to your Order, unless advised before the Confirmation Of Order. All other Invoices will be strictly 30 days, except for other terms agreed in writing. Late payments will be charged at our discretion at a rate of 2% monthly until all cost are recovered in full.

4.3 Liability of payment shall be with the ordering party, or the conveyancer (solicitor or licensed conveyancer) in receipt of the services that were provided via a panel or third party and used as part of their due diligence process on behalf of the purchaser. Meaning, the final end user will be liable for the cost of services supplied as a **last** resort of payment.

## **5. Your Obligations**

- 5.1 You will provide us with the Required Information by way of the Order Form. You shall be responsible for information supplied by you that it is true and correct and that we can proceed to provide the Services that you have ordered.
- 5.2 You will notify us of any changes or inaccuracies stated in the Order Form. Amendments will be carried out but additional charges may apply for any new or revised Reports that may need procuring.
- 5.3 If there is any conflict between a provision of any Third party reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

## **6. Cancellation**

- 6.1 If your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be liable to pay any charges that have been reasonably incurred.
- 6.2 If your order is submitted in any other acceptable manner and you wish to cancel or re-schedule and order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.
- 6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) regulations 2000 as amended in 2005 and the Electronic Commerce (EC Directive) Regulations 2002.

## **7. Intellectual Property Rights and Proprietorship.**

- 7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, intellectual Property Rights in Third Party Reports.
- 7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these conditions.
- 7.3 Title to the MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

## **8. Limitation of Liability**

- 8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £10m in respect of anyone claim in respect of its personal search work. The name and address of the insurer: TOKIO MARINE HCC, 1 Aldergate, London, EC3N 1RE
- 8.2 Information supplied by third parties such as, but not limited to, Local Authorities, Coal Authority, Water Companies, HM land Registry, DEA, Environmental reports, gov.websites. Not all of the third parties information may have been commissioned by MoveReportsUK Ltd. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or covered by statutory compensation arrangements. MoveReportsUK Ltd will of course assist you should you need to pursue any supplier of information for defects in their reports.
- 8.3 We cannot accept liability for any negligent or incorrect entry in the registers or database in which we search.
- 8.4. For searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the property which is subject to the report. You should note that properties are limited to a maximum of £2m for any one claim. This insurance cover is provided under Stewart Title Ltd, 6 Henrietta Street, 3rd Floor, Covent Garden, London, WC2E 8PS. The policy is attached to the Local Search with the Key Facts statement.
- 8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you either in written, electronic or oral formats.
- 8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by negligence).
- 8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.
- 8.8 The Enviro & Coal is compiled using information from numerous sources, statutory and non-statutory. While every effort is made to ensure the content is accurate Move Reports cannot guarantee the accuracy of such information. The commitment fund is accessed when identifying a 'Passed' result and the local authority did not have a scheduled site investigation planned at the time of the report being compiled. The contribution amount is at the discretion of Move Reports UK Limited and is made available up to 6 years from the date of report purchase and the claimant being the purchaser(s) of the report.

## **9. Force Majeure**

- 9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you immediately.

## **10. Assignment**

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

## **11. General**

- 11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
- 11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
- 11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.
- 11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
- 11.5 Nothing in these Conditions shall be deemed to 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.
- 11.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.
- 11.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

## **12. Provision of CLS Insurance Products**

12.1 Move Reports UK Ltd is an Appointed Representative of CLS Risk Solutions Limited (hereinafter referred to as 'CLS') which is authorised and regulated by the Financial Conduct Authority

12.2 Payment of CLS insurance products:

12.2.1 If sums on your account are not paid within 14 days of the date of invoice issue, CLS will be entitled, at its sole discretion, to cancel Products ordered.

12.2.2 Where Insurance Products are cancelled due to non-payment, CLS will notify the insured of the cancellation directly.

12.2.3 Any insurance premiums received by Move Reports from you will be held as an agent of the insurer by reason of risk transfer. If you pay a premium to Move Reports it will be treated as being received by the insurer(s). It also means that if the insurer(s) pay(s) claims money or returns premiums to Move Reports which Move Reports fail to forward to you, the insurer(s) will still be liable to you.

12.2.4 For Insurance Products, CLS acts as agent for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium against gross written premium and may receive a profit share from some insurers. Insurers which CLS may place business with can be viewed on CLS' capacity page <https://clsl.co.uk/about-us#>

12.2.5 For Insurance Products, Move Reports acts as an intermediary and an Approved Representative for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium.

12.3 Warranties and Limitation of CLS' Liability

12.3.1 You acknowledge and agree that:

12.3.2 In order to purchase any Insurance Products or Bonds, You are authorised by the Financial Conduct Authority, an appointed representative ('AR') of an authorised firm or are registered as an Exempt Professional Firm (EPF)

12.3.3 You will observe and comply with all applicable laws and regulations

12.3.4 You, Move Reports and CLS shall each pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind any party.

12.3.5 No party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing Criminal Finances Act 2017)

12.3.6 No party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing Bribery Act 2010)

12.3.7 The parties shall insofar as required to do so, and whether or not any Party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 12.3.3 to 12.3.6 above.

## **Independent Dispute Resolution.**

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk) email [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate with the Ombudsman during an investigation and comply with his final decision.