



Regulated Local Authority Search

Property Address
**Land at St Wulstans and St Edmunds
Primary, Broadway
Fleetwood
FY7 7JY**

Search Prepared for
**Lancashire County Council
Po Box 78
County Hall, Fishergate
Preston
Lancashire
PR1 8XJ**

Search No: **1726124** UPRN: **Not validated**

Client Reference:
AW2. 889.526

Plan Attached:
No

Optional Enquiries:
No

Local Authority:
Wyre Borough Council

Other Roads, Footpaths and Footways:
None

Search Summary

Local Land Charges	No Entries
Planning History	No Entries
Building Regulations	No Entries
Road Status	Adopted
Public Rights of Ways	None
Road/Rail/Traffic Schemes	No Entries
Notices (Only revealed in Q3.7, 3.8 & 3.9)	No Entries
Community Infrastructure Levy	No

This search was provided and compiled by Index North West

Index Property Information
North West Office
91 Albert Road
Widnes
Cheshire
WA8 6JS

On behalf of Index Property Information

Signed: 

Date: 06/03/2019

Tel: 0844 701 6009

If you have any enquiries or require any further information regarding this search, please contact us on 0844 701 6009 or e-mail northwest@indexpi.co.uk

Local Land Charges Register of Entries

(excluding planning permissions recorded in the planning register of entries)

1 NONE REGISTERED

Planning Register Entries From 01/01/1977

(there may be planning permissions that pre-date the planning register registered in land charges)

1 NONE REGISTERED

1.1 Building Regulation Information from 01/07/2005 (J-L)

1 NONE REGISTERED

Other Details:

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

1. Planning and Building Regulations

1.1 Planning and building decisions and pending applications

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

(a) a planning permission

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(b) a listed building consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(c) a conservation area consent

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

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

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(g) a heritage partnership agreement

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(h) a listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(i) a local listed building consent order

PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES

(j) building regulation approval

PLEASE REFER TO BUILDING REGULATION ENTRIES

(k) a building regulation completion certificate

PLEASE REFER TO BUILDING REGULATION ENTRIES

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

PLEASE REFER TO BUILDING REGULATION ENTRIES

How can copies of the decisions be obtained?

PLEASE CONTACT OUR OFFICE FOR GUIDANCE

N.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.*

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?

WYRE BOROUGH COUNCIL
LOCAL PLAN 1999
- RECREATIONAL OPEN SPACE (TREC14)

ENVIRONMENT AGENCY PLAN: FLOOD MAP FOR PLANNING
(RIVERS AND SEA)
- FLOOD ZONE 1

N.B. *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 or supplementary planning documents*

2. Roads and Public Rights of Way

2.1 Roadways, footways and footpaths

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

(a) highways maintainable at public expense	BROADWAY - 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

N.B. *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*

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

N.B. *A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way the Local Authority is unaware of a claimed rights of way existing over the property. Additional public rights of way may exist other than those shown on the definitive map*

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

NOT APPLICABLE

3. Other Matters

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

3.1 Land required for public 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 roadworks?

NO

3.3 Drainage matters

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

INFORMATION CURRENTLY NOT AVAILABLE

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

INFORMATION CURRENTLY NOT AVAILABLE

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

INFORMATION CURRENTLY NOT AVAILABLE

3.4 Nearby road schemes

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

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

NO

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

NO

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

NO

(d) the outer limits of
 (i) construction of a new road to be built by a local authority
 (ii) an approved alteration or improvement to an existing road involving the 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

NO

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

NO

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

NO

N.B. *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 with 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 in Boxes B and C 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

N.B. *In some circumstances, road closure orders 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 within which the property is located. 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

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

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

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

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

NO

(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

NO

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

NO

(i) a building preservation notice

NO

(j) a direction restricting permitted development

NO

(k) an order revoking or modifying a planning permission;

NO

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

NO

(m) a tree preservation order

NO

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

NO

N.B. *Please be aware that when a planning permission is granted, conditions may be attached to the decision which limit or remove permitted development rights. Please make your own enquiries in this respect. National Park Authorities, Cadw and The Historic Buildings and Monuments Commission (English Heritage) have the power to issue building preservation notices so where relevant an enquiry should be made to them.*

3.10 Community infrastructure levy (CIL)

(a) Is there a CIL charging schedule?	NO - FOR MORE INFORMATION, PLEASE FOLLOW THIS LINK https://indexpi.co.uk/CIL/411
(b) If yes, do any of the following subsist in relation to the property or has a local authority decided to issue, serve or commence any of the following:	
(i) a liability notice?	NO
(ii) a notice of chargeable development?	NO
(iii) a demand notice?	NO
(iv) a default liability notice?	NO
(v) an assumption of liability notice?	NO
(vi) a commencement notice?	NO
(c) Has any demand notice been suspended?	NO
(d) Has the Local Authority received full or part payment of any CIL liability?	NO
(e) Has the Local Authority received any appeal against any of the above?	NO
(f) Has a decision been taken to apply for a liability order?	NO
(g) Has a liability order been granted?	NO
(h) Have any other enforcement measures been taken?	NO
3.11 Conservation area	
Do the following apply in relation to the property?	
(a) the making of the area a Conservation Area before 31 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:	NO
(i) a decision to make an entry	
(ii) an entry	

(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

N.B. *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*

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?

PLEASE REFER TO ENVIRONMENTAL REPORT

N.B. *"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 the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable). Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) website {www.hpa.org.uk/radiation/index.htm}. Alternatively, information can be requested from HPA by telephone {0800 614529 {24h} or 01235 822622 {D/T} or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon OX11 0RQ. A guide containing further information about Radon Affected Areas is available free from DEFRA.*

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?
- (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?

NOT APPLICABLE
 NOT APPLICABLE
 NOT APPLICABLE
 NOT APPLICABLE
 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?
- (ii) Has the Local Authority received a notice of disposal?
- (iii) Has any community interest group requested to be treated as a bidder?

NOT APPLICABLE
 NOT APPLICABLE
 NOT APPLICABLE

Information Sources:

WYRE BOROUGH COUNCIL, CIVIC CENTRE, BRECK ROAD, POULTON-LE-FYLDE, LANCASHIRE, FY6 7PU
Tel: 01253 891000 - Web: https://indexpi.co.uk/_1Mkg

Planning and Building Regulations

The answer(s) to Q1.1 (A) - (I) were obtained by examining public records

The answer(s) to Q1.1 (J) - (L) were obtained by examining public records

Planning Designations and Proposals

The answer(s) to Q1.2 were obtained by examining public records

Roads

The answer(s) to Q2 (A) - (D) were obtained by examining public records

The answer(s) to Q2.2 were obtained by examining public records

The answer(s) to Q2.3 were obtained by examining public records

The answer(s) to Q2.4 were obtained by examining public records

The answer(s) to Q2.5 were obtained by examining public records

Other Matters

The answer(s) to Q3.1 were obtained by examining public records

The answer(s) to Q3.2 were obtained by examining public records

The answer(s) to Q3.3 were obtained by examining public records

The answer(s) to Q3.4 were obtained by examining public records

The answer(s) to Q3.5 were obtained by examining public records

The answer(s) to Q3.6 were obtained by examining public records

The answer(s) to Q3.7 were obtained by examining public records

The answer(s) to Q3.8 were obtained by examining public records

The answer(s) to Q3.9 were obtained by examining public records

The answer(s) to Q3.10 were obtained by examining public records

The answer(s) to Q3.11 were obtained by examining public records

The answer(s) to Q3.12 were obtained by examining public records

The answer(s) to Q3.13 were obtained by examining public records

The answer(s) to Q3.14 were obtained by examining public records

The answer(s) to Q3.15 were obtained by examining public records

1. Definitions and Interpretation

- 1.1 In these Conditions the following words shall have the meanings set opposite them:

“Charges” mean our financial charges for providing the Services, which will be notified to You when You submit Your Order.

“Client” shall include (i) The individual(s) or business entity of whom You act on whose behalf You are using the Services (ii) The individual(s) or business entity who has or are considering acquiring an interest in or charge over the Property to which the Services relate. (iii) The individual(s) or business entity who acts in a professional or advisory capacity for any person using the Services.

“Confirmation of Order” means our written acceptance of the Order.

“Contract” means the legally-binding agreement between Us and You for the supply by Us of the Services and which incorporates these Conditions.

“Data Provider” means a third-party provider of data used in a Report

“Intellectual Property Rights” means any intellectual property right, including, without limitation, copyright, database rights, trademarks, patents, trade secrets or design rights.

“Invoice” means an invoice in respect of the Services issued by Us to You.

“Order” means Your request for Us to provide the Services which You place by communicating or sending it to Us by electronic or other pre-agreed means.

“Property” means the property address or location of the buildings, land, fixtures and all chattels for which You require a Report.

“Index” means the party with whom You place an Order for the Services which may be Index Property Information Limited, Index Insure Limited or any one or a combination of affiliated businesses.

“Report” means any report/document that You have asked Us to deliver to You as detailed in the Order.

“Required Information” means all information required to submit an Order to Us which shall enable Us to provide the Services to You and which shall be included in the Order.

“Search Code” means the ‘Council of Property Search Organisations’ search code.

“Third Party Report” means any Report that We procure from a third party on Your behalf for the purpose of providing the Services to You.

“Services” mean the provision of Reports to You.

“Us” or **“We”** or Our means Index.

“You” or **“Your”** means the conveyancer and/or the conveyancer’s firm acting on behalf of the Client.

- 1.2 Headings used in these Conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

- 2.1 Your personal details and any details identifying the Client are held on a secure database in accordance with relevant data protection legislation and those details are used solely for the provision of the Services. We shall not pass confidential customer information to other organisations unless You specifically authorise Index to do so.
- 2.2 Your Order will be retained by Us in an electronic format and will be available for inspection upon reasonable notice for a period of 6 years from the date of the Order.
- 2.3 Index will use personal information which We hold about You and/or the Client to provide the Services to You, for credit control and market research purposes and to inform You about Our Services and products and legal developments and training sessions or events which We believe may be of interest to You.
- 2.4 Except in the situations listed above or as required or allowed by other regulations, We will not pass, disclose, rent or sell Your personal information or the Client’s personal information (other than any personal information which is already publicly available and which is incorporated into Our search products) to any third party without Your prior consent.

3. The Services

- 3.1 An Order will be deemed to be an offer to purchase Services from Us on these Conditions.
- 3.2 We will not be obliged to accept any Order. No Contract for Services will come into force until Confirmation of Order has been provided to You by Us.
- 3.3 These Conditions alone will apply to (and will form part of) the Contract. They supersede any previously issued terms and conditions of supply.
- 3.4 No terms or conditions endorsed on, delivered with, or contained in the Client’s purchase Order, Confirmation of Order, specification or other document will form part of the Contract and in the event of any conflict these conditions shall prevail.
- 3.5 No variation of the Conditions or to an Order will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Index.
- 3.6 Each Order, if accepted by Us, will constitute a separate and severable Contract.
- 3.7 Upon receiving and accepting Your Order We shall provide a Confirmation of Order. Once this is issued We shall commence work on Your Order.
- 3.8 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 endeavours to deliver the Report within the timescale that We have estimated. Due to variations in availability of the information You agree that time of delivery of Reports is not of the essence and that delivery may take place as soon as is reasonably possible after Confirmation of Order has been provided.

4. Charges

- 4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.
- 4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.
- 4.3 You shall pay the Invoice in full and in cleared funds within 30 days of delivery of the Report. Time of payment is of the essence.
- 4.4 If You fail to make any payment due to Us under these Conditions by the due date for payment (Due Date), then We shall charge interest at a rate of 1.75% per month. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount.
- 4.5 You shall pay all amounts due under these Conditions in full and Index reserve the right to suspend or discontinue the Service without notice to You in the event of repeated non-payment of the Services by You.

5. Warranties

- 5.1 We will:
- Recommend relevant Reports which may be carried out against the Property Should You ask Us to;
 - Pass Orders onto the relevant Data Provider;
 - Forward the Report to You electronically or otherwise as You may request in the Order;
 - Ensure that Reports are accessible by You at www.indexlive.co.uk by using Your unique login and password;
 - Comply with the Search Code which is regulated by the Property Codes Compliance Board.
 - We are authorised to provide all the Services contained in this Agreement.
 - Use our expertise and skill to provide the Services to You and will keep You updated with any new Third Party Reports and Reports.
- 5.2 You will provide Us with the Required Information in Your Order. You warrant that the information supplied by You is complete, correct and up to date.
- 5.3 You will notify Us immediately on You becoming aware of any inaccuracy contained within the Order. If We receive Your notification before the Confirmation of Order is sent, We will change the Order accordingly. If We receive Your notification after the Confirmation of Order is sent, We will attempt to alter the Services to reflect the new

information but You will be responsible for our reasonable costs in changing the Services. Whether or not it is possible to alter the Services will depend on the progress of the Services at the time of notification to Us of the inaccurate information and the nature of the changes to the information and You acknowledge that it may not be possible to alter the Services at that time and You will therefore be required to submit a new Order and you will be responsible for the abortive costs.

5.4 If ordering online, You will provide an electronic mailing address. If ordering by other means or if email communication (or electronic communication) is not available, You shall communicate by first class post or via a facsimile machine. In all communication You will provide a return address. In providing this address You agree that communications between Us and You will be through these means.

6. Cancellation

If You cancel Your Order after We have provided the Confirmation of Order any refund of monies already paid will be at Our discretion and You will remain liable to pay any Charges that have been reasonably incurred by Us.

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 the Client. You further agree not to use the Reports in whole or part other than as is expressly permitted by these Conditions.

7.3 Title to the Index products and Services which are the subject of Your Order shall remain the property of Index and shall not pass to You or any third party until the Charges notified to You have been paid to Us in full.

8. Limitation of Liability

8.1 We will use Our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept that the information on which any Report is based may be subject to change from the date of its publication and We will not be liable for failing to include in or omit from the Report, any information which becomes available after the date of publication or provision of the Services.

8.2 We have in place Professional Indemnity Insurance from £5 million in respect of each and every claim in respect of our work in preparing collating and providing a Report and providing Third Party Reports as part of the Services to you.

8.3 Where the value of the Property exceeds the amount set out in clause 8.2 it is Your responsibility to inform Us upon submission of the Order so that We may arrange additional or alternative insurance cover to take into account the increased value. If no such notification is received by Us with the Order, any claim against Us will be limited to the amount set out in clause 8.2.

8.4 We cannot accept liability for any negligent or incorrect entry in the registers which We search.

8.5 We shall not accept any responsibility or liability for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by You.

8.6 A Report may contain information supplied by a Data Provider. We may also supply (as intermediary) a Report that has been wholly created by a Data Provider. These Data Providers are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or to be covered by statutory compensation arrangements. We shall not accept liability for any loss or consequence of the act or omission of a Data Provider except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client against a Data Provider concerning the supply by that Data Provider of an incorrect or incomplete Report 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 Data Provider or of which We have the benefit .

8.7 We shall not be liable to You for any loss caused by a failure by You or Your Client to have in place all necessary means of receiving the Services the maintenance of internet access, email facilities and security measures.

8.8 We acknowledge that You may make 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 enforcing Your rights under these Conditions as if the Client were a party to the Contract, including where Reports are placed in a data room or other file sharing environment as part of a wider transaction.

8.9 Nothing in these Conditions shall limit or exclude Our liability for any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

8.10 Subject to clause 8.9:

The Company shall not be liable to You or any third party for any loss of profits or Contracts (whether direct or indirect) or for any indirect or consequential loss whether arising from negligence, breach of Contract or howsoever.

8.11 We will not be liable in Contract, tort, negligence and statutory duty or otherwise, for any loss or damage whatsoever caused by any act or omission of a Data Provider or inaccuracies in or omissions from any responses provided by a Data Provider.

8.12 The information and data used to generate search alerts is derived from publicly available records and other third-party sources and We do not warrant the accuracy or completeness of such information or data. We do not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.

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. Assignment

You acknowledge that Index may use one or more Data Provider to fulfil provision of the Services on the terms set out in this Agreement. Subject to the other terms of this Agreement, Index will remain responsible for, and liable to You, in respect of the provision of the Services by such Data Provider.

11. General

11.1 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.

11.2 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 Conditions, which shall remain in full force and effect.

11.3 Any failure by Us to enforce a breach of these Conditions by You will not be deemed to be a waiver of any subsequent breach of these Conditions that You may make.

11.4 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between Us or You or the relationship of principal and agent or employer and employee.

11.5 These Conditions will be governed by English law.

12. 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 (web site: www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.



Regulated Search

Important Consumer Information

This search has been produced Index Property Information, Head Office is at 1-3 Langham Barns, Langham Lane, Colchester, Essex, CO4 5ZS, Tel: 01206 273 423, E-mail info@indexpi.co.uk, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

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
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

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

Complaints Procedure

If you want to make a complaint, we will:

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

Complaints should be sent to: Nikki Younger, Network Manager, Index Property Information, 1-3 Langham Barns, Langham Lane, Colchester, Essex, CO4 5ZS, Tel: 01206 273 423, E-mail: nikki@indexpi.co.uk.

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

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



REGULATED LOCAL SEARCH INDEMNITY BLOCK POLICY LOCAL AUTHORITY ERRORS AND OMISSIONS

(RESIDENTIAL AND COMMERCIAL)

To the Policyholder/Intermediary

A copy of this document must be provided to the insured (including any lender which are insured by the Policy) before conclusion of the insurance contract.

If you are a solicitor, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FCA/PRA rules.

To the Insured

This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from Property and Land Information Ltd (INDEX) to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this Policy is:- Stewart Title Limited ('ST') of 6 Henrietta Street, 3rd Floor, Covent Garden, London WC2E 8PS ('ST's address').

The Policyholder is:- Index Property Information, 1-3, Langham Barns, Langham Lane, Langham, Colchester, Essex, CO4 5ZS ('Index') (including all franchisees of Index)

Summary of insurance and cover provided by this Policy.

If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by INDEX ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search. Cover applies where you suffer a loss covered by the policy and described later in this document because you have relied upon information given in a search carried out by Index but that information is actually incorrect due to an error or omission on the part of the Local Authority providing the information to Index AND you claim arises at a time when Index is no longer a trading entity and so has no Professional indemnity cover to cover your claim. For the avoidance of doubt you cannot make any claim under this policy whilst Index is a trading entity and/or holds any Professional Indemnity Insurance for its or the Local Authority's errors whether or not that insurance policy meets your claim or not

The losses covered by the policy are as follows:- If you are a Buyer cover is for the difference in market value of the Property with and without the adverse entry (this term is as defined in the policy) as at the date of the Search, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the adverse entry. If you are a Lender the cover is for the Deficit you suffer as a result of the adverse entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

Key features or benefits under this Policy. This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss referred to herein which you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

Key Conditions and Exclusions.

Key conditions:-

- You must notify us immediately of any adverse entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the adverse entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

Key exclusions; you are not insured:-

- for any adverse entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- For any losses covered by a household buildings insurance policy where, had the question been answered at the date of the search, there would have been no adverse entry.
- For any loss which is insured by any other policy of insurance whether or not that policy meets your claim
- For any claim made whilst Index is a trading entity

A full list of Conditions and Exclusions is contained in the Policy.

What is the Policy term?

There is no fixed term –the Policy continues until you are no longer the owner or when the mortgage is redeemed.

Updating the cover. ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

Rights of cancellation.

You have a right to cancel the contract within 14 days of its commencement or receipt of the Policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the Policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this Policy.

If you wish to notify a claim under this Policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at ST's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at ST's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

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 compensation scheme arrangements is available from the FSCS currently contactable at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.