

**Report undertaken and prepared on behalf**

RightSearch Solutions Sophia House 28 Cathedral Road  Cardiff CF11 9LJ	Client Ref:TEST
	Our Ref:RS_6301
	Date of report: 22 Mar 2021

**Address (of land or property being the subject of search)**

12 LLEST TERRACE LLANTWIT FARDRE PONTYPRIDD CF38 2HH
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**Local Authority Information**

Rhondda Cynon Taff County Borough Council Council Offices Maritime Industrial Estat Pontypridd  CF37 1NY	Phone: 01443 490100
	Fax: 01443 490100
	Email: <a href="mailto:landcharges@rhondda-cynon-taff.gov.uk">landcharges@rhondda-cynon-taff.gov.uk</a>
	Website: <a href="http://www.rhondda-cynon-taff.gov.uk">www.rhondda-cynon-taff.gov.uk</a>

The report compiled and prepared by RightSearch following instruction from the above named client is subject to standard terms and conditions. The report is compiled and prepared within 48 hours of the relevant information being obtained. RightSearch is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code.

**RIGHTSEARCH.**

Sophia House,  
28 Cathedral Road,  
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## SUMMARY SHEET

12  
LLEST TERRACE  
LLANTWIT FARDRE  
PONTYPRIDD  
CF38 2HH

## RESULTS OF SEARCH OF LOCAL LAND CHARGES REGISTER

No entries reported

*The Search of the Register of Local Land Charges reveals the Registrations Listed above*

## ENQUIRIES OF DISTRICT COUNCILS

Planning History refer to section 5

Building Control refer to section 5

## REPORT CONTENT

Property Search Report (sections 1 to 5)

Local Land Charges Register (section 4)

Planning/Building Regulation Entries (section 5)

Data Information Sources - <http://neworders.rightsearchsolutions.co.uk/sources.pdf>

Search Code - <http://neworders.rightsearchsolutions.co.uk/searchcode.pdf>

Terms & Conditions - <http://neworders.rightsearchsolutions.co.uk/terms.pdf>

Information Accuracy Warranty - <http://neworders.rightsearchsolutions.co.uk/warranties.pdf>

## Section 1. Planning & Building Regulations

### 1.1 Planning and Building Regulation Decisions and Pending Applications

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

a. a planning permission	1.1 (a)	None
b. a listed building consent	1.1 (b)	None
c. a conservation area consent	1.1 (c)	None
d. a certificate of lawfulness of existing use or development	1.1 (d)	None
e. a certificate of lawfulness of proposed use or development	1.1 (e)	None
f. a certificate of lawfulness of proposed works for listed buildings	1.1 (f)	None
g. a heritage partnership agreement	1.1 (g)	None
h. a listed building consent order	1.1 (h)	None
i. a local listed building consent order	1.1 (i)	None
j. building regulations approval	1.1 (j)	None
k. a building regulation completion certificate	1.1 (k)	None
l. any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	1.1 (l)	None

*The replies attaching to this search of the records of Rhondda Cynon Taff County Borough Council are intended to relate wholly and exclusively to that land or premises being the subject of the search enquiry.  
www.rhondda-cynon-taff.gov.uk*

### 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?

Rhondda Cynon Taff Local Development Framework (Under Prep)  
Former Borough (Rhondda, Cynon & Taff Ely) Local Plans  
Brecon Beacons National Parks Plan  
Welsh Assembly Government Minerals Plan Policy  
Welsh Assembly Government Planning Guidance Directive  
Policy Designation: Housing  
Housing/Residential  
Within Settlement Limits  
District Wide Policies Apply  
Borough Wide Policies Apply

*These replies reflect Policies and/or proposals outlined in Rhondda Cynon Taff Local Development Framework comprising Former Borough (Rhondda, Cynon & Taff) Local Plans Brecon Beacons National Parks Plan Welsh Assembly Government Minerals Plan Policy Welsh Assembly Government Planning Guidance Directive*

## Section 2. ROADS AND PUBLIC RIGHTS OF WAY

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

- |   |         |                             |
|---|---------|-----------------------------|
| a. highways maintainable at public expense?   | 2.1 (a) | LLEST TERRACE is maintained |
| b. subject to adoption and supported by a bond or bond waiver;                          | 2.1 (b) | Not applicable              |
| c. To be made up by a Local Authority who will reclaim the cost from the frontagers; or | 2.1 (c) | Not applicable              |
| d. To be adopted by a Local Authority without reclaiming the cost from the frontagers?  | 2.1 (d) | Not applicable              |

### Public Rights of Way

- |  |     |      |
|--|-----|------|
| 2.2. Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?  | 2.2 | None |
| 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?                      | 2.3 | None |
| 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? | 2.4 | None |
| 2.5. If so, please attach a plan showing the approximate route   | 2.5 | None |

*The status of the Roadway being made subject to the search has been derived from an inspection of the Official list of Roads maintainable at the Public Expense as held by Rhondda Cynon Taff County Borough Council as the Highway Authority pursuant to Section 36 of the Highways Act 1980. The existence of a Roadway, Footpath, Footway, Track, Registered Public Footpath, Byway (Byway open to all traffic) (BOAT)), Restricted Byway or Bridleway is not intended to infer an automatic right to use same.*

**Section 3. Other Matters**

**3.1 Land required for Public Purposes**

Is the property included in land required for public purposes? 3.1 No

**3.2 Land to be acquired for Road Works**

Is the property included in land to be acquired for road works? 3.2 No

**3.3 Drainage Matters**

Is the property:-

a. Served by a sustainable urban drainage system (SuDS)? 3.3 (a) No

b. Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? 3.3 (b) No

c. If the property benefits from a SuDS for which there is no charge, who bills the property for the surface water drainage charge? 3.3 (b) No

*In the event of any subsequent enquiries which may need to be addressed for the attention of the Water Company, you should note that the official undertaker is Dwr Cymru/Welsh Water [www.dwrcymru.com](http://www.dwrcymru.com)*

### 3.4 Nearby Road Schemes

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

- |   |         |    |
|---|---------|----|
| <b>a.</b> The centre line of a new trunk road or special road specified in an order, draft order or scheme;   | 3.4 (a) | No |
| <b>b.</b> The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;  | 3.4 (b) | No |
| <b>c.</b> The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;   | 3.4 (c) | No |
| <b>d.</b> The outer limits of (i) construction of a new road to be built by a Local Authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway (Underpass, Flyover, Footbridge, Elevated Road or Dual Carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;    | 3.4 (d) | No |
| <b>e.</b> The centre line of the proposed route of a new road under proposals published for public consultation   | 3.4 (e) | No |
| <b>f.</b> The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | 3.4 (f) | No |

### 3.5 Nearby Railway Schemes

- |  |         |    |
|--|---------|----|
| <b>a.</b> Is the property (or will it be) within 200 metres of the centre line of a proposed railway, light railway or monorail? | 3.5 (a) | No |
| <b>b.</b> Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?       | 3.5 (b) | No |

### 3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths within 200 metres of the boundaries of the property?

a. Permanent stopping up or diversion	3.6 (a)	No
b. Waiting or loading restrictions	3.6 (b)	No
c. One way driving	3.6 (c)	No
d. Prohibition of driving	3.6 (d)	No
e. Pedestrianisation	3.6 (e)	No
f. Vehicle width or weight restriction	3.6 (f)	No
g. Traffic calming works including road humps	3.6 (g)	No
h. Residents parking controls	3.6 (h)	No
i. Minor road widening or improvement	3.6 (i)	No
j. Pedestrian crossings	3.6 (j)	No
k. Cycle tracks; or	3.6 (k)	No
l. Bridge building?	3.6 (l)	No

*Under the Road Traffic Regulations and other subsisting legislation Local Authorities are exercised with the responsibility to make traffic regulation orders to ensure the safe, secure, convenient and expeditious movement of vehicles. In certain circumstances Orders can also be made by Government Departments external to the Local Authority.*

### 3.7 Outstanding Notices

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

a. building works;	3.7 (a)	No
b. environment	3.7 (b)	No
c. health and safety	3.7 (c)	No
d. housing	3.7 (d)	No
e. highways; or	3.7 (e)	No
f. public health?	3.7 (f)	No
g. flood and coastal erosion risk management	3.7 (g)	No

### 3.8 Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?

	3.8	No
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### 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	3.9 (a)	No
b. a stop notice	3.9 (b)	No
c. a listed building enforcement notice	3.9 (c)	No
d. a breach of condition notice	3.9 (d)	No
e. a planning contravention notice	3.9 (e)	No
f. another notice relating to breach of planning control	3.9 (f)	No
g. a listed building repairs notice	3.9 (g)	No
h. in the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation	3.9 (h)	No
i. a building preservation notice	3.9 (i)	No
j. a direction restricting permitted development	3.9 (j)	No
k. an order revoking or modifying planning permission	3.9 (k)	No
l. an order requiring discontinuance of use or alteration or removal of building or works;	3.9 (l)	No
m. a tree preservation order	3.9 (m)	No
n. proceedings to enforce a planning agreement or planning contribution?	3.9 (n)	No

### 3.10 Community infrastructure levy (CIL)

a. Is there a CIL Charging schedule?	3.10 (a)	Yes
b. If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- : (i) a liability notice (ii) a notice of chargeable development? (iii) a demand notice? (iv) a default liability notice? (v) an assumption of liability notice? (vi) a commencement notice?	3.10 (b)	No
c. Has any demand notice been suspended?	3.10 (c)	No
d. Has the local authority received full or part payment of any CIL liability?	3.10 (d)	No
e. Has the Local Authority received any appeal against any of the above?	3.10 (e)	No
f. Has a decision been taken to apply for a liability order?	3.10 (f)	No
g. Has a liability order been granted?	3.10 (g)	No
h. Have any other enforcement measures been taken?	3.10 (h)	No



### 3.11 Conservation Area

Do any of the following apply in relation to the property?

- |   |          |    |
|---|----------|----|
| a. the making of the area a Conservation Area before 31 August 1974:or    | 3.11 (a) | No |
| b. an unimplemented resolution to designate the area a Conservation Area? | 3.11 (b) | No |

### 3.12 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	3.12	No
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### 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;   | 3.13 (a) | No |
| b. In relation to a register maintained under section 78R of the Environmental Protection Act 1990:-<br>(i) a decision to make an entry; or<br>(ii) an entry                   | 3.13 (b) | No |
| c. Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | 3.13 (c) | No |

*Whilst the standard enquiries of Rhondda Cynon Taff County Borough Council have failed to disclose any registrations (outstanding or otherwise) with regards Contaminated Land, you are advised to undertake an Environmental Search Report.*

### 3.14 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?	3.14	Yes
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*Positive replies to this enquiry do not necessarily imply that Radon Gas is present at levels which would impose a significant risk. Formal Radon risk searches for individual properties can be requested of the Health Protection Agency.  
<http://www.hpa.org.uk>*

## 3.15 Assets of Community Value

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

3.15 (a) No

(iii) Has the listing expired?

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

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

b. If the property is listed:

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

3.15 (b) No

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

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

#### Section 4. LOCAL LAND CHARGES REGISTER ENTRIES

Address (of land or property being the subject of search)

12  
LLEST TERRACE  
LLANTWIT FARDRE  
PONTYPRIDD  
CF38 2HH

**No entries reported**

*Informative: The information contained within and attached to this search report has been obtained via enquiries conducted with Rhondda Cynon Taff County Borough Council and are a true and fair reflection of the records held by that Authority as at the time the enquiries were conducted.*

## Section 5. PLANNING HISTORY, REGISTRATIONS & ENTRIES MAINTAINED PURSUANT TO THE TOWN & COUNTRY PLANNING ACTS

**Address (of that property or parcel of land being the subject of search)**

12  
LLEST TERRACE  
LLANTWIT FARDRE  
PONTYPRIDD  
CF38 2HH

### **There is no Planning History**

The Local Authority makes planning records readily available from 1978.  
The records have been searched back to this date only.

None

### **Building Regulations**

The Local Authority makes Building Control records available from 1995.  
The records have been searched back to this date only.

Q 1.1(j): None

Note: Full details of Building Regulations Approvals are also available on application direct to the Building Control Department.  
Please note that there may be a charge for any such request.

Q 1.1(k): None

Details of Building Regulations Completion Certificates were not always issued unless requested by the applicant. Replacement Completion Certificates may however be available on application to the Building Control Department.

Please note that there may be a charge for any such request.

Q 1.1(l): None

Full details in respect of Competent Persons & Self Certification Schemes are not always maintained by this Local Authority, However, in addition to normal enquiries, Self Certification Schemes such as FENSA, GAS SAFE REGISTER, ELECSA, & NICEIC Registrations are independently examined

You are advised to contact the vendor should you wish to receive copies of any actual certifications issued. Please note that Copies can be access via the Self Certification Bodies but they will charge for same.

*Informative: We have taken the decision to effect the standard reporting timeframe of the Local Authority with regards matters of Planning History ALTHOUGH any available earlier entries that you may wish to access will be available from our archive service on request.*



Policy:  
Information Accuracy  
Indemnity Policy

key facts and indemnity policy

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## INFORMATION ACCURACY INDEMNITY BLOCK POLICY

### To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

**If you are a solicitor**, you should disclose 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 Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.

**If you are a broker**, you should disclose this document in accordance with the FSA 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 to ensure you are fully aware of the terms and conditions of the cover provided.

#### The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Rightsearch Limited.

#### Summary of insurance and cover provided by this policy.

If you are a Buyer (as defined by the policy) who has requested a local search provided by Rightsearch Limited ('the Search') or if you are a lender to the Buyer or are lending in a remortgage scenario this is an indemnity policy relating to the Search. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by Rightsearch Limited. Where an answer to questions 1.1 f, g and h is not provided the cover will apply to any adverse entry had one been revealed if those questions had been answered.

If you are a Buyer (as defined in the policy) cover is for your loss being the difference in market value between the Property without the Adverse Entry and the market value with it or the amount of any financial charge registered or any damages or costs you may incur in altering or demolishing the property or any part of it if a local planning takes enforcement action and/or any other costs which need to be paid out to mitigate the effect of the Adverse Entry or error in the Search.

The Maximum Liability is the lesser of the purchase price or £2million in a purchase scenario or the mortgage advance or £2million in a remortgage scenario.

#### Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur which results in a claim under the policy. There is a Maximum Liability which we will pay and this is set out in the definition of that term.

#### Significant Conditions or Exclusions under this policy.

Significant 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 STL 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.
- This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
- 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 professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or Rightsearch Limited has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.

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

#### What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

#### Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder.

#### Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract 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 STL'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 STL'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 7<sup>th</sup> Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

**STEWART TITLE LIMITED**  
**Stewart House, Pynes Hill, Exeter, Devon, EX2 5AZ**

**INFORMATION ACCURACY INDEMNITY POLICY**

**BLOCK POLICY**

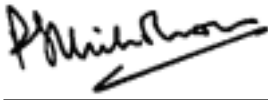
**Policyholder: Rightsearch Solutions Limited**

**Policy Number: LSVP-0511-110541**

**Policy Date: 1 December 2010**

This Block Policy of insurance is granted to the Policyholder under which cover will be granted to an Insured in accordance with the details provided by the Policyholder on the Bordereau referred to within. Cover is subject to the Terms and Conditions and Exclusions of this Block Policy, and any Memoranda endorsed on the policy. This policy is effective from the Policy Date and continues until terminated. Cover to the Insured is granted from the date specified in the Bordereau.

Signed for and on behalf of  
**STEWART TITLE LIMITED**



**Authorised Signatory**



## **DEFINITIONS:**

In this policy, the words and phrases listed below shall have the following meanings:-

**Adverse Entry:** **In respect of any residential property** any matter which could have been disclosed in forms LLC1 and CON 29 (Parts (R) and (O) (Law Society Copyright 2002 Edition as amended by the Law Society from time to time)) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was:-

- (a) not disclosed by the Local Authority to the Organisation :-
  - (i) due to the failure of the Local Authority to supply relevant information because of its negligence or an error on its part or
  - (ii) the Organisation not requesting an answer to questions 1.1 f, g and h of Part (R) or
  - (iii) due to an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part or
- (b) due to an entry not being disclosed in the Organisation's Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.

**In respect of any commercial property** any matter which could have been disclosed in forms LLC1 and CON 29 (R) only (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was:-

- (a) not disclosed by the Local Authority to the Organisation:-
  - (i) due to the failure of the Local Authority to supply relevant information because of its negligence or an error on its part or
  - (ii) the Organisation not requesting an answer to questions 1.1 f, g and h of Part (R) or
  - (iii) due to an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part or
- (b) due to an entry not being disclosed in the Organisation's Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.

**Bordereau:** The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.

**Buyer:** The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf the Organisation's Search has been undertaken or who relies upon the Organisation's Search carried out for the Buyer or on the Buyer's behalf.

<b>Company:</b>	Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.
<b>Deficit:</b>	The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.
<b>Effective Date:</b>	For a purchase, the date of the Organisation's Search. For a remortgage the date of completion of the remortgage.
<b>Insured:</b>	For a purchase the Buyer and the Buyer's Lender. For a remortgage the Lender only.
<b>Knowledge:</b>	Actual knowledge not imputed by statute.
<b>Lender:</b>	The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower, and the Lender by which a mortgage advance is secured on the Property.
<b>Local Authority</b>	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Organisation's Search.
<b>Market Value:</b>	The average of the estimates from two independent Valuers of the market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date of the sale of the Property by the Insured.
<b>Maximum Liability:</b>	<ul style="list-style-type: none"> <li>(i) Where the transaction is a purchase the purchase price, or</li> <li>(ii) Where the transaction is a remortgage the mortgage advance, or</li> <li>(iii) £2,000,000.00</li> </ul> <p>whichever is the lesser</p>
<b>Organisation:</b>	The Policyholder.
<b>Property:</b>	A private residential dwellinghouse or a commercial property situated in England or Wales the address of which is stated in the Bordereau.
<b>Organisation's Search:</b>	A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf, the results of which search does not include any entry which may lead to any claim under the cover

provided by this Policy.

**COVER:**

Where the Insured or Policyholder notifies the Company of an Adverse Entry and the Insured suffers a loss as detailed below as a result of its reliance upon the Organisation's Search and in the case of a Lender the Lender suffers a Deficit following the sale of the Property

the Company will indemnify:

- (i) The Buyer against a loss being
  - a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry;
  - b. The amount of any financial charge(s) registered as an Adverse Entry against the Property at the Effective Date;
  - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry;
  - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry;

Where more than one person is included in the definition of Buyer (whose cover is referred to in (iii) below the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
  - a. The Deficit
  - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i), (ii) or (iii) above that the liability of the Company shall not exceed the Maximum Liability and provided further that where, in a purchase scenario both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this policy to the other.

**EXCLUSIONS:**

The Company shall be not liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had Knowledge as at the Effective Date or

- b. In respect of any Adverse Entry which is actually revealed by the Organisation's Search relating to questions referred to therein or
- c. In respect of any Adverse Entry which arises after the Effective Date or
- d. In respect of any matter which would not have been revealed by a search of the Local Authority or in any answers to the questions raised in an LLC1 or CON 29 ( R ) and (O) had that search not been affected by any of the matters covered by this policy.
- e. Where the cover is in respect of a remortgage the cover provided by this policy will apply for to the lender only.

### **WARRANTIES:**

It is warranted by the Organisation that it has supplied to the instructing Solicitor/Licensed Conveyancer an Organisation's Search and that either it has supplied a copy of the policy to those Insured or their legal representatives requesting the same.

### **CONDITIONS:**

1. The Insured, the Organisation or Policyholder shall notify the Company immediately of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled to inspect the files and records of the Organisation or the Policyholder relating to this policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this policy are true.
4. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this policy in respect of that particular property shall become void with immediate effect.
5. This policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this policy) any other policy of insurance other than any excess beyond the amount which would have been payable under such other policy had this Insurance not been effected.

## **SUBROGATION UPON PAYMENT OR SETTLEMENT:**

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
  - a. The Insured has acted fraudulently
  - b. The Insured is in breach of his warranties contained in this policy

## **COMPLAINTS PROCEDURE:**

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

**Stewart Title Limited  
Stewart House, Pynes Hill  
Exeter  
EX2 5AZ  
Telephone: 01392 680680**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is:-

**Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR**

## **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by RightSearch Solutions Ltd, Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ, 02920 660218, [admin@rightsearchsolutions.co.uk](mailto:admin@rightsearchsolutions.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](http://www.tpos.co.uk)

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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

**COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

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

Complaints should be sent to: John Gray/Dave Bartram, RightSearch Solutions Ltd, Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ, 02920 660218, [admin@rightsearchsolutions.co.uk](mailto:admin@rightsearchsolutions.co.uk)

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

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

**TPOs Contact Details:**

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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

If you want to make a complaint, we will:

- Acknowledge it within 1 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: John Gray/Dave Bartram, Rightsearch Solutions Ltd, Sophia House 28 Cathedral Road Cardiff CF11 9LJ, tel 029 20 660218, fax 029 20 660219 and [admin@rightsearchsolutions.co.uk](mailto:admin@rightsearchsolutions.co.uk)

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

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

RSLv3 01.06.16



## **SOURCES OF INFORMATION**

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

### **Local Land Charges**

We have been provided with formal Local Authority produced data specific to the property following submission of the property address to

Information obtained from this department is reported in questions 1.1(a-e), 3.3(a-b), 3.7(a-f), 3.9(a-n), 3.10(a-b) and 3.11

### **Planning Department**

We have remotely inspected Local Authority produced computerised records held on behalf

Information obtained from this department is reported against questions 1.1(ae) and 3.8

### **Highways Department**

We have remotely inspected:

The List of Highways maintainable at the public expense and/or

The Map of Public Highways as maintained by the relevant Public Highway Authority

The current Local Plan / Unitary Development Plan (UDP) Documentation

The Local Development Policy Framework (LDF) Documentation

The Highway Authority Transport Rolling Programme

Traffic Management Policy, Plans & Proposals

Information obtained from this department is reported against questions 2(a-d), 3.4(a-f) and 3.6(a-l)

### **Building Regulations Department**

We have been provided with Local Authority produced data specific to the property following submission of the property address to

Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5

### **Public Policy Records**

We have remotely inspected:

Local Plan / Unitary Development Plan (UDP) Documentation

Local Development Policy Framework (LDF) Documentation

County Council Structure Plan Documentation

Regional Policy Planning Guidance Documentation

Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5

**Contaminated Land**

We have remotely inspected:

The Register of Contaminated Land held by

We also recommend that a commercial environmental search be undertaken due to the incomplete nature of the Register of Contaminated Land maintained by this authority.

Information obtained from this department is reported against questions 3.12(a-c)

**Radon Data**

We have inspected the Health Protection Agency maps (2007 Version)

Information obtained from this record source is reported at question 3.13