

The complete **SEARCH** service

Search prepared for:
E M W
SEEBECK HOUSE, 1 SEEBECK PLACE
DAVY AVENUE, KNOWLHILL
MILTON KEYNES
MK5 8FR

Tel: 0845 070 6000 Fax: 0845 074 2500

Search Number: 4100503
 Your Reference: P2.GW.14084.2

Commercial (incl. Mixed Use) Property:
 32-36 CHAPEL PARK ROAD
 ST. LEONARDS-ON-SEA
 TN37 6HU

UPRN:NOT APPLICABLE

Other roadways, footpaths and footways:
 NONE

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

Search prepared by and any enquiries to:
The Property Search Group
UNIT 6 BROOKFIELD, DUNCAN CLOSE,
NORTHAMPTON
NN3 6WL

Tel: 01604 790830 Fax: 01604 645005
 Email: northampton@propertysearchgroup.co.uk

- Optional Enquiries:
4. Road proposals by private bodies
 5. Public path and byways
 6. Advertisements
 7. Completion notices
 8. Parks and countryside
 9. Pipelines
 10. Houses in multiple occupation
 11. Noise abatement
 12. Urban development areas
 13. Enterprise zones
 14. Inner urban improvement areas
 15. Simplified planning zones
 16. Land maintenance notices
 17. Mineral consultation areas
 18. Hazardous substance consents
 19. Environmental and pollution notices
 20. Food safety notices
 21. Hedgerow notices
 22. Common land, town and village greens

On behalf of The Property Search Group
 Signed:



Date: 02/03/2015

Registering Authority(ies): HASTINGS BOROUGH COUNCIL, TOWN HALL, HASTINGS, QUEENS ROAD, TN34 1QR and EAST SUSSEX COUNTY COUNCIL, COUNTY HALL, ST ANNES CRESCENT, LEWES BN7 1UE

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

32-36 CHAPEL PARK ROAD
ST. LEONARDS-ON-SEA
TN37 6HU

LOCAL LAND CHARGE REGISTER ENTRIES:

1. BUILDING ACT 1984 - SECTION 78.
RE REMOVAL OF DANGEROUS HOARDING.
REGISTERED 20/09/2011
2. BUILDING ACT 1984 - SECTION 78.
DANGEROUS HOARDING.
REGISTERED 11/03/2014
3. TOWN & COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2010 - ARTICLE 4(I)
DIRECTION DATED 02/07/2012
REGISTERED 02/07/2012

PLANNING REGISTER ENTRIES SINCE: 01/01/1977

1. HS/OA/05/00896 REDEVELOPMENT OF EXISTING NURSING HOME AT 32 & 34 TOGETHER WITH 36 CHAPEL PARK ROAD.
ERECTION OF BLOCK OF 12 X 2 BED FLATS
WITHDRAWN 19/01/2006
2. HS/OA/06/00301 RE-DEVELOPMENT OF EXISTING NURSING HOME AT NOS. 32 AND 34 CHAPEL PARK ROAD TOGETHER WITH NO.
36 CHAPEL PARK ROAD TO CREATE NEW MODERN NURSING HOME ON ENTIRE SITE
PG/C 23/06/2006
3. HS/OA/06/00087 REDEVELOPMENT OF EXISTING NURSING HOME AT 32 & 34 TOGETHER WITH 36 CHAPEL PARK ROAD
REFUSED 03/04/2006
APPEAL WITHDRAWN 16/08/2006
4. HS/FA/06/00793 PROPOSED NURSING HOME TO REPLACE EXISTING BUILDINGS
PG/C 08/12/2006
5. HS/FA/07/00410 PROPOSED ELDERLY CARE HOME TO REPLACE EXISTING BUILDINGS.
PG/C 09/11/2007
6. HS/FA/10/00645 EXTENSION OF TIME LIMIT FOR IMPLEMENTATION OF APPLICATION HS/FA/07/00410- PROPOSED CARE HOME
FOR ELDERLY PEOPLE
PG/C 20/12/2010

NOTE - PLANNING HISTORY PRIOR TO REDEVELOPMENT HAS NOT BEEN INCLUDED

BUILDING REGULATION APPLICATIONS SINCE: 01/01/2006

1. BC/DM/07/00741 BUILDING CONTROL DEMOLITION NOTICE (BUILDING ACT 1984 SECTION 80). DEMOLITION OF BUILDING
DEPOSITED 28/10/2007
COMPLETED 28/11/2008
2. BC/IN/10/00614 BUILDING CONTROL APPROVED INSPECTOR INITIAL NOTICE. ERECTION OF A 5 STOREY 80 BED CARE HOME
DEPOSITED 24/09/2010
REVOCATION NOTICE (BUILDING ACT 1984 - SECTION 32) 26/09/2013

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

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

**PART I - STANDARD ENQUIRIES
(APPLICABLE IN EVERY CASE)**

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:

- (a) planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

INFORMATIVE:

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 & Proposals.

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?

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.

2.ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

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.

SEE PAGE 2

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

NONE SINCE 01/01/1977

1.1 (f) - (h) SEE PAGE 2

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

INFORMATIVE:

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.

HASTINGS LOCAL PLAN:
WITHIN CENTRAL ST. LEONARDS BOUNDARY

CHAPEL PARK ROAD - YES

NO

NO

NO

3.OTHER MATTERS

From records inspected, do any of the following matters apply to the property?

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 Agreements and Consents

Do either of the following exist in relation to the property:

(a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or

3.3 (a) - (b) PLEASE REFER TO THE RELEVANT WATER COMPANY

(b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

3.4 Nearby Road Schemes

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

NONE

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

(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 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

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

NONE

3.6 Traffic Schemes

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.

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;

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

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?

NONE REGISTERED

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;

NONE REGISTERED

(b) a stop notice;

NONE REGISTERED

(c) a listed building enforcement notice;

NOT APPLICABLE

(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;

NOT APPLICABLE

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NOT APPLICABLE
(i) a building preservation notice;	NOT APPLICABLE
(j) a direction restricting permitted development;	SEE PAGE 2
(k) an order revoking or modifying a planning permission;	SEE PAGE 2 (BUILDING REGULATIONS)
(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
(n) proceedings to enforce a planning agreement or planning contribution?	NONE REGISTERED

3.10 Conservation Area

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

(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
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3.12 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:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	NONE REGISTERED
(i) a decision to make an entry;	
(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.

3.13 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?	NO
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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 the Health Protection Agency 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).

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/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to RadonStudies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

5.1 Public Paths or Byways

Is any footpath path, bridleway, restricted byway or byway open to all traffic which abuts on, or crosses the property shown in a definitive map or revised definitive map prepared under part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981?

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

NO

Information Sources:

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

1. Planning and Building regulations

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

The answer(s) to 1.1(f) - (h) were obtained by examining public records

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

2. Roads

The answer(s) to 2 (a) - (d) were obtained by examining public records and a written response from the Local Authority

3. Other matters

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

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

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

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

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

The answer(s) to 3.7 were obtained by a written response from the Local Authority

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

The answer(s) to 3.9 were obtained by a written response from the Local Authority

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

The answer(s) to 3.11 were obtained by a written response from the Local Authority

The answer(s) to 3.12 were obtained by a written response from the Local Authority

The answer to 3.13 is shown in the environmental report

Public Paths or Byways

The answer(s) to 5.1 were obtained by examining public records



PSG is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

PSG Franchising Ltd (T/A The Property Search Group (PSG))
6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley S75 3SP
Tel: 01226 246644 Fax: 01226 245050
Email: customerservices@propertysearchgroup.co.uk
Website: www.psgconnect.co.uk

Registered in England and Wales registration number: 3674092
VAT Registered Number: 721 3017 86.
Registered Office: 133 Ebury Street London SW1W 9QU

PSG Terms and Conditions

1. Definitions and Interpretation

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

"Adverse Entry" means a matter affecting the land which would have been disclosed in the information provided by an Appropriate Body in response to an application made to it under Part 1 (Standard Enquiries) of Form CON29R and/or CON29DW (Law Society Copyright, as amended) but which was not contained in the Search Report.

"Appropriate Body" means a Local Authority and/or Water Authority or other public body providing information in response to an application made under Part 1 (Standard Enquiries) of Form CON29R and/or CON29DW (Law Society Copyright, as amended).

"Charges" means Our financial charges for providing the Services, which will be notified to You when You submit Your Order.

"Client" means each of the following: (i) a person who appoints an adviser to perform services in connection with the property to which a Report relates; (ii) a person who is acquiring (or is considering acquiring) an interest in or charge over the property to which a Report relates; (iii) where a Report is taken into account in a valuation of the property to which it relates, a person who has or acquires an interest in the Property and places reliance on that valuation; and (iv) any person who acts in a professional or advisory capacity for any of the above.

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

"Order" means Your request for Us to provide the Services, which You place by communicating or sending it to Us by electronic or other acceptable means.

"Property" means the property address of location, the building(s), land, fixtures and all chattels of which You require a Report.

"PSG" means the party from whom You order the Services which may be PSG Franchising Limited, PSG Energy Limited, PSG Financial Services Limited or any one or a combination of affiliated franchised businesses.

"Report" means any report/document that You have asked Us to deliver to You as detailed in the Order whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, PSG Energy Limited, or whether it is a Third Party Report.

"Required Information" means all information required to submit an Order to Us which shall enable Us to provide the Services to You.

"Third Party" means any person that is not within the definition of "Client" "Us/We/Our" or "You/Your"

"Third Party Report" means any report or document that We procure from a Third Party on Your behalf for the purpose of providing the Services to You.

"Services" means Our compilation and/or delivery of reports/documents to You.

"Us/We/Our" mean PSG Franchising Limited, PSG Energy Limited, PSG Financial Services Limited or one of Our franchised businesses, together The Property Search Group or PSG.

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

"You/Your" means the person, firm or company who instructs Us to provide the Services either on their own behalf or as an agent of another person.

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 are held on a secure database in accordance with relevant Data Protection legislation and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless You (or Your agent) specifically authorise PSG to do so during the ordering process or at any other time.

2.2 Your Order will be retained by Us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Order.

3. The Services

3.1 We will not be obliged to accept any Order. No contract for Services will come into force until We accept Your Order.

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

3.3 In providing search Reports and Services we will comply with the Search Code.

3.4 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, however, that information on which any Report is based may be subject to change from the date of its publication and We cannot be held 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.

3.5 Within its suite of Services, PSG Offers two types of PSG Regulated Personal Search to Clients:

Type 1 (Premium PSG Local Search), which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R;

Type 2 (Standard PSG Local Search), which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R; however in the event that parts of the information (most frequently Building Regulations and/or Traffic Schemes) required for a search report are unavailable altogether or by reason of excessive delay or charging, PSG will supply insurance cover for such missing information as set out at 8.3 below.

3.6 By submitting an Order You shall be deemed to have acknowledged and accepted these Terms and Conditions and Your continued use of Our Services shall be an express acceptance of these Terms and Conditions as varied from time to time.

3.7 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 Reports 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 date of Order. By accepting these conditions You agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to Us.

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

3.9 Where You submit an Order to Us for a Third Party Report You shall be deemed to have acknowledged and accepted the terms and conditions of the Third Party that supplies the Third Party Report and continued use of the Third Party report shall be an express acceptance of its terms and conditions.

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 be liable for payment for the Services at the rates notified to You prior to the Order, unless otherwise advised before the commencement of performance of the Services. All invoices shall be paid within 30 days of the date of issue, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at a rate equivalent to the statutory provision in the Late Payment of Commercial Debts (Interest) Act 1998 and to recoup Our costs associated with recovery of the same.



5. Your Obligations

- 5.1 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, and that We may proceed to provide the Services that You have ordered.
- 5.2 You will notify Us immediately You become aware of any inaccuracy contained within the Order whether supplied by You, any Third party or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.
- 5.3 If ordering online You will provide an electronic mailing address. If ordering by other means or if You are not capable of communicating by email You shall communicate by first class post or facsimile machine. In all communications You will provide a return address. In providing this address You agree that communications between Us and You will be through these means.
- 5.4 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 You cancel Your Order after it has been accepted and work has begun to provide the Services 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.
- 6.2 If Your Order is submitted in any other acceptable manner and You wish to cancel or re-schedule an 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 to You 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 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 PSG products and Services which are the subject of Your Order shall remain the property of PSG and shall not pass to You or any other Third Party until the Charges notified to You have been paid to Us in full.

8. Limitation of Liability

- 8.1 If the Report is a Residential PSG Drainage Report it is only suitable for use in connection with a residential property transaction.
- 8.2 PSG has in place Professional Indemnity Insurance of £5m in respect of each and every claim in respect of its work in preparing, collating and providing a Report. The name and address of the primary insurer is W R Berkley Insurance (Europe) Limited, 6th Floor, 40 Lime Street, London EC3M 7AW.
- 8.3 For all PSG Regulated Personal Search Reports We will supply a Search Report Insurance Policy (SRIP) of up to £2m at no additional cost to You which will cover liability in personal searches for Adverse Entries whether arising from unanswered questions or errors in the records of the Appropriate Body which are the subject of the search as set out in the terms and conditions of the SRIP which are attached to the PSG Regulated Personal Search Report. This insurance cover is provided by First Title Insurance Plc, Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.
- 8.4 For all Residential PSG Drainage Reports We will supply a SRIP of up to £1m at no additional cost to You which will cover liability arising from such Adverse Entries affecting the Property which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in form CON29DW which are not contained in the Report as set out in the terms and conditions of the SRIP which are attached to the Residential PSG Drainage Report. This insurance cover is provided by First Title Insurance Plc, Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.
- 8.5 It is Your responsibility, where the value of the Property exceeds the amount set out in 8.2, 8.3 or 8.4 to inform Us before or upon receipt of Our Services/Report so that We may arrange additional or alternative insurance cover to take into account the increased value otherwise any claim against Us will be limited to the amount set out in clause 8.2, 8.3 or 8.4.
- 8.6 We cannot accept liability for any negligent or incorrect entry in the registers in which We search.
- 8.7 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.
- 8.8 A PSG Report may contain information supplied by a Third Party such as a Solicitor, Environmental and Contaminated Land reporter, Chancel Searcher, Local Authority, Water Authority, HM Land Registry and/or an Energy Assessor. We may also supply (as intermediary) a Report that has been wholly created by Third Parties. These Third Parties 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 Third Party except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client of Yours against a Third Party data provider concerning the supply by that Third Party 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 Third Party data provider or of which We have the benefit. Where a Third Party is the supplier of the product or service the Third Party's own terms and conditions shall apply.
- 8.9 Subject to any other provisions in these Terms and 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 Our negligence).
- 8.10 We shall not be liable to You for any loss caused by any failure by You or Your Client to have in place all necessary means of receiving the Services, the maintenance of internet access, email facilities and security measures.
- 8.11 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.
- 8.12 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 and may enforce Your rights under this agreement as if the Client were a party to this agreement.
- 8.13 We shall not be liable for any loss or damage sustained by You or any other Third Party directly or indirectly whether in contract, tort or otherwise making use of or relying on a Report unless and then only to the extent that such loss and damage shall be the direct consequence of the fraudulent or negligent act or omission of Us and/or breach of these Terms and Conditions by Us.
- 8.14 PSG does not exclude or restrict its liability for personal injury or death caused by negligence or any other liability the exclusion or restriction of which is expressly prohibited by law.
- 8.15 Without prejudice to the foregoing, our liability in connection with or in relation to this agreement to You and any Third Party for each claim or (where there is a set of related claims) each set of related claims (whether in contract, tort or otherwise), for any breach of obligation, default, act, omission, negligence or statement of or on behalf of Us, Our employees, servants, agents, sub-contractors or data providers; shall not exceed for each such claim or (where there is a set of related claims) each set of related claims the sum set out in 8.2, 8.3 or 8.4 or such higher amount expressly agreed in writing between the parties in advance of commissioning the relevant Order.

9. Force Majeure

- 9.1 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

- 10.1 You may not assign charge or transfer any of Your obligations under the Terms and Conditions without Our prior written consent.
- 10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to You.

11. General

- 11.1 These Terms and 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 You and Us 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 Terms and Conditions.
- 11.3 If at any time, any one or more of these Terms and Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Terms and Conditions, which shall remain in full force and effect.
- 11.4 Any failure by Us to enforce a breach of these Terms and Conditions by You will not be deemed to be a waiver of any subsequent breach of these Terms and Conditions that You may make.



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

11.6 These Terms and Conditions will be governed exclusively by the law of England and Wales. You and We agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and We agree that no Third Party will be afforded any rights under these Terms and Conditions to gain access to the data of any party to this agreement unless permission is granted by the party to which the data refers.

Important Consumer Protection Information

Search Reports are produced by the PSG Franchise identified on the front page of the Report; the franchises of PSG Franchising Limited (Head Office - 6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley, S75 3SP) are collectively registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles - Firms which subscribe to the Search Code will:

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

Complaints

If You have a query or complaint about Your search, You should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If You remain dissatisfied with the firm's final response, after Your complaint has been formally considered, or if the firm has exceeded the response timescales, You may refer Your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to You if he finds that You have suffered actual loss 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
E-mail: 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

The PSG complaints procedure is as follows:

If You want to make a complaint, We will:

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

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

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

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

Financial Conduct Authority:

PSG Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). FCA Registration number 583137. You can check this on the FCA Register by visiting www.fsa.gov.uk/register or by contacting the FCA on 0845 606 1234



SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 04/14
Policy Issuer: PSG Financial Services Ltd
Policy Number: SRIP(E&W) 60 - 075 - 000000

This policy

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

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

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

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

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

What this policy covers

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

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

Actual Loss means:

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

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

Who this policy covers

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

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

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

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

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

What this policy excludes

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

- **You** create, allow or agree to at any time;
- are **Known** to **You** but not to **Us** on or before the **Policy Date**;
- do not cause **You** any **Actual Loss**;
- occur or come into existence after the **Policy Date**;
- are created by an error or omission of the **Policy Issuer** or the private search provider who obtained the information for the **Search Report** for the **Policy Issuer**, if applicable;
- are disclosed to **You** during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the **Property** which has been carried out prior to **You** being legally obliged to **Purchase** the **Property** or, in relation to the **Lender**, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy;
- any losses arising from loss or breach of any licences or other permissions necessary for continuation of the use of the **Property** as at the **Policy Date** or **Your** business conducted from it.

In the event of a claim

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

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

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

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

Our obligations in the event of a claim

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

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

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

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

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

Limitation and reduction of Our liability

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

- if **We** remove any matter giving rise to **Your** claim under this policy in a reasonably diligent manner by any method, including litigation; and/or

- if **We** have taken any of the actions set out in the **Our obligations in the event of a claim** section; and/or
- until litigation, including appeals, in relation to a claim conducted by **Us** (or by **You** with **Our** authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by **You** in negotiating or settling any claim or litigation without **Our** prior written consent.

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

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

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

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

Subrogation

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

Governing law and jurisdiction

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

Cancelling this policy

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

Data Protection Act 1998

Any information provided to **Us** by **You** or the **Policy Issuer** will be processed by **Us** and, if applicable, **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties, including those located outside of the European Economic Area.

Complaints

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

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

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

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

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

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

Financial Services Compensation Scheme

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

Contacting Us

We can be contacted via the following methods:

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

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

Regulation

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

Definitions and interpretation

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

Appropriate Body	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended).
Authorised Expenses	any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.
Known	having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy.
Market Value	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us .
Official Local Authority Search Result	direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended).
Order	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry .
Policy Date	the date the Search Report is dated.
Purchase, Purchasing	buying the freehold or leasehold estate in the Property .
Purchased	bought the freehold or leasehold estate in the Property .
Property	either: <ul style="list-style-type: none"> • the single commercial property or agricultural field specified in the Search Report, that is located in England or Wales and in existence as at the Policy Date and which shall continue to be used as used or developed at the Policy Date; or • a vacant building plot to be developed as a single commercial or residential property.
Search Report	the report that has been issued by the Policy Issuer and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended).

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

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

Signed on behalf of
First Title Insurance plc

By



Authorised Signatory

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POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 04/14

keyfacts[®]

This summary

This document provides a summary of the key features of the Search Report Insurance Policy (“policy”) under which insurance will be given to individual **Buyers** and **Lenders**. This document does not contain the full terms and conditions of the policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that **You** read the policy itself. The policy is a legally binding contract between each **Buyer** and **Lender** and First Title Insurance plc.

The Insurer

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc provides general insurance products.

Type of insurance

The insurance given under the policy protects against actual loss suffered because of an **Adverse Entry** which existed, or should have existed, in the records of an Appropriate Body and affected the **Property** at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the *What this policy covers* section of the policy.

What does the policy not cover?

All of the matters which are excluded from cover are detailed in the *What this policy excludes* section of the policy. Please read this part of the policy carefully.

Limitations of the policy

The insurance given under the Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the *Maximum Limit of Indemnity*, as defined in the *What this policy covers* section of the policy, which should be referred to.

Cancellation terms

Because the interests of a number of persons may all be protected at the same time by the insurance given under the policy in relation to each individual **Property**, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See *Cancelling this policy* section of the policy.

Term of the policy

Cover under insurance given under the policy protects only the persons specified in the *Who this policy covers* section of the policy and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to the *What this policy covers* section of the policy.

Claims

Anyone wishing to claim under the insurance given under the policy must advise First Title Insurance plc in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see the *In the event of a claim* section of the policy.

Queries

If **You** require further information or have any queries regarding the policy **You** should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

Complaints

If **You** wish to complain about any aspect of the service **You** have received regarding the policy, please contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU. Please quote the the form number and policy number (both of which are located at the top of the policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address,

If your complaint is not dealt with to **Your** satisfaction **You** may complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation **You** can receive under the Scheme. **You** will normally be covered for at least 90% of the payment due under your policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at www.fscs.org.uk.

Price

The policy is provided at no cost to the Insured by the **Policy Issuer** as part of its service.

PSG Financial Services Limited

6 Great Cliffe Court, Great Cliffe Road, Barnsley, S75 3SP

- 1 **The Financial Conduct Authority** (“FCA”). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas such as Treating Customers Fairly (TCF) is embedded within all firms. The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.
 - 2 **Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.
 - 3 **Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.
 - 4 **What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.
 - 5 **Who regulates us?** **PSG Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). PSG Financial Services Limited Financial Services Registration number is 583137. Our permitted business is arranging insurance contracts. You can check this on the Financial Services Register by visiting the FCA’s website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.**
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Search Report Insurance Policy

Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Conduct Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon First Title Insurance plc being an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and a subsidiary of The First American Financial Corporation. First American Financial Corporation is a leading global provider of title insurance for residential and commercial real estate transactions.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.