

REPORT DETAILS:

Requested by:
Ground floor, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Date:
14 May 2025

Case Number:
4395508

Property Address:
1, STREET NO NAME, BARNSELY, S74 9XX

Reference Number:
SAMPLE RESIDENTIAL

CHARGES & REGULATIONS SUMMARY

LOCAL LAND CHARGES 4 IDENTIFIED 🔍

PLANNING REGISTER ENTRIES 3 IDENTIFIED 🔍

BUILDING REGULATIONS 2 IDENTIFIED 🔍

1. PLANNING & BUILDING REGULATIONS

1.1 PLANNING & BUILDING DECISIONS & PENDING APPLICATIONS 3 IDENTIFIED 🔍

1.2 PLANNING DESIGNATION & PROPOSALS 1 IDENTIFIED 🔍

2. ROADS & PUBLIC RIGHTS OF WAY

2.1 ROADWAYS, FOOTWAYS & FOOTPATHS 1 IDENTIFIED 🔍

2.2 / 2.3 / 2.4 / 2.5 PUBLIC RIGHTS OF WAY NONE IDENTIFIED -

3. OTHER MATTERS

3.1 LAND REQUIRED FOR PUBLIC PURPOSES NONE IDENTIFIED -

3.2 LAND TO BE ACQUIRED FOR ROADWORKS NONE IDENTIFIED -

3.3 DRAINAGE MATTERS NONE IDENTIFIED -

3.4 / 3.5 / 3.6 ROADWAY, RAILWAY & TRAFFIC SCHEMES NONE IDENTIFIED -

3.7 OUTSTANDING NOTICES NONE IDENTIFIED -

3.8 CONTRAVENTION OF BUILDING REGULATIONS NONE IDENTIFIED -

3.9 NOTICES, ORDERS, DIRECTIONS & PROCEEDINGS UNDER PLANNING ACTS 2 IDENTIFIED 🔍

3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL) NONE IDENTIFIED -

3.11 CONSERVATION AREA NONE IDENTIFIED -

3.12 COMPULSORY PURCHASE NONE IDENTIFIED -

3.13 CONTAMINATED LAND NONE IDENTIFIED -

3.14 RADON GAS 1 IDENTIFIED 🔍

3.15 ASSETS OF COMMUNITY VALUE NONE IDENTIFIED -



Registering Authority(ies):

Barnsley Metropolitan Borough Council
Town Hall, Church Street,, Barnsley,
South Yorkshire , S70 2TA

LEGEND:

- No Results 🔍 Refer to relevant question

Search supplied by and all queries to:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire, S75 3TZ

📞 0800 038 8350
✉ uksearchsupport@dyedurham.com
🌐 www.dyedurham.co.uk

CHARGES & REGULATIONS SUMMARY:

▶ LOCAL LAND CHARGES

4 IDENTIFIED



1. CLEAN AIR ACT 1956 - SECTION 11
THE BARNSELY MBC (HOYLAND) SMOKE CONTROL ORDER NO. 14
OPERATIVE ON 01/09/1979
REGISTERED 12/04/1978

2. TOWN & COUNTRY PLANNING ACT 1990 - SECTION 201
TREE PRESERVATION ORDER NO. 2002/34
REFERENCE: 66336
DATED 25/04/2002
CONFIRMED 19/09/2002
REGISTERED 23/05/2002

3. TOWN & COUNTRY PLANNING ACT 1990 (AS AMENDED) - SECTION 106
PLANNING OBLIGATIONS CONTAINED IN AN AGREEMENT DATED 30/11/2019 BETWEEN BETWEEN KIER LIVING LIMITED (1) AND BARNSELY
MBC (2) RELATING TO DEVELOPMENT AT HOYLAND
REGISTERED 01/12/2019

4. TOWN & COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER 2015 - ARTICLE 4(1)
ARTICLE 4 DIRECTION 1/2020 DATED 24/06/2021 RELATING TO DEVELOPMENT CONSISTING OF A CHANGE OF USE OF A BUILDING FROM A
USE FALLING WITHIN CLASS C3 (DWELLING HOUSES) OF THE SCHEDULE TO THE TOWN & COUNTRY PLANNING (USE CLASSES) ORDER
1987 (AS AMENDED) TO A USE FALLING WITHIN CLASS C4 (HOUSES IN MULTIPLE OCCUPATION) OF THE SCHEDULE AND REMOVES
PERMITTED DEVELOPMENT RIGHTS FOR THIS TYPE OF DEVELOPMENT
PLANNING PERMISSION WILL NOW BE REQUIRED FOR CHANGE OF USE FROM CLASS C3 TO CLASS C4
REGISTERED 16/09/2021

▶ PLANNING REGISTER ENTRIES

3 IDENTIFIED



The local authority makes Planning information records readily available from 01 August 1995 only. The records have been searched back to that date.

1. 2016/0340 OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT OF UP TO 24 DWELLINGS TO INCLUDE MEANS OF ACCESS AND
PUBLIC OPEN SPACE
PG/C 20/12/2016

2. 2018/0338 RESIDENTIAL DEVELOPMENT OF 24 DWELLINGS
PG/C 01/05/2019


3. 2018/1195 VARIATION OF CONDITION 3 (RELATING TO ACCESS) OF 2016/0340 - OUTLINE APPLICATION FOR RESIDENTIAL DEVELOPMENT
OF UP TO 24 DWELLINGS TO INCLUDE MEANS OF ACCESS
APPROVED SUBJECT TO LEGAL AGREEMENT 30/11/2019



The local authority makes Building regulation information records readily available from 01 April 2003 only. The records have been searched back to that date.

1. 13/13072/PS ERECTION OF 24 DWELLINGS
APPROVED 01/05/2019

2. 19/02612/NICEIC NEW FULL ELECTRICAL INSTALLATION (NEW BUILD)
NO DATE OR DECISION RECORDED

 **Additional Information**

PLEASE NOTE THE FOLLOWING INFORMATION:

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

1. PLANNING & BUILDING REGULATIONS

▶ SECTION 1.1 PLANNING & BUILDING DECISIONS & 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 or agreements?

1.1(A) A Planning Permission
SEE CHARGES & REGULATIONS SUMMARY – PLANNING REGISTER ENTRIES

1.1(B) A Listed Building Consent
NONE SINCE 01/08/1995

1.1(C) A Conservation Area Consent
NONE SINCE 01/08/1995

1.1(D) A Certificate Of Lawfulness Of Existing Use Or Development
NONE SINCE 01/08/1995

1.1(E) A Certificate Of Lawfulness Of Proposed Use Or Development
NONE SINCE 01/08/1995

1.1(F) A Certificate Of Lawfulness Of Proposed Works For Listed Buildings
NONE SINCE 01/08/1995

1.1(G) A Heritage Partnership Agreement
NONE SINCE 01/08/1995

1.1(H) A Listed Building Consent Order

NONE SINCE 01/08/1995

1.1(I) A Local Listed Building Consent Order

NONE SINCE 01/08/1995

1.1(J) Building Regulations Approval

SEE CHARGES & REGULATIONS SUMMARY – BUILDING REGULATIONS

1.1(K) A Building Regulation Completion Certificate And

THE OWNER/ OCCUPIER/ DEVELOPER SHOULD BE ASKED TO PRODUCE SUCH A CERTIFICATE IF APPLICABLE

1.1(L) Any Building Regulations Certificate Or Notice Issued In Respect Of Work Carried Out Under A Competent Person Self-Certification Scheme?

SEE CHARGES & REGULATIONS SUMMARY – BUILDING REGULATIONS

(THE LOCAL AUTHORITY MAY NOT ALWAYS BE AWARE OF SUCH WORKS AND ENQUIRIES SHOULD ALSO BE MADE OF THE SELLER. IF THE LOCAL AUTHORITY IS AWARE WORK HAS BEEN CARRIED OUT UNDER COMPETENT PERSON SELF-CERTIFICATION SCHEME IT MAY BE REVEALED. IT IS THE COUNCIL'S PRACTICE TO DISCLOSE WORKS CARRIED OUT UNDER THE FENESTRATION SELF-ASSESSMENT SCHEME BY THE GLASS AND GLAZING FEDERATION FROM 1 APRIL 2002, WORKS CARRIED OUT UNDER ALL OTHER SELF-CERTIFICATION SCHEMES ARE DISCLOSED FROM 1 AUGUST 2007 ONLY. THIS REPLY DOES NOT COVER PROPERTIES WITHIN THE VICINITY. THE PROPERTY OWNER OR DEVELOPER SHOULD ALWAYS PROVIDE EVIDENCE OF WORK COMPLETED UNDER A COMPETENT PERSON SELF-CERTIFICATION SCHEME)

How Can Copies Be Obtained?

PLEASE CONTACT DYE & DURHAM CUSTOMER SUPPORT TO OBTAIN COPIES WHERE AVAILABLE UKSEARCHSUPPORT@DYEDURHAM.COM

Informative Information

Abbreviations Key

PG - Permission granted

PG/C - Permission granted with conditions

LBCG - Listed Building Consent granted

LBCG/C - Listed Building Consent granted with conditions

CACG - Conservation Area Consent granted

CACG/C - Conservation Area Consent granted with conditions

EIA Required - Environmental Impact Assessment Required

EIA Not Required - Environmental Impact Assessment Not Required

NMA Approved - Non Material Amendment Approved

NMA Refused - Non Material Amendment Refused

THIS REPLY DOES NOT COVER PLANNING DATA RELATING TO PROPERTIES IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY. SHOULD PLANNING INFORMATION BE REQUIRED FOR A 'VICINITY PROPERTY', THIS CAN BE OBTAINED BY COMMISSIONING A SEPARATE LOCAL AUTHORITY SEARCH ON SAID PROPERTY.

THE RESULT OF PLANNING DATA MAY NOT BE SPECIFIC TO ADDRESS SEARCHED AND MAY NOT ALWAYS INCLUDE FULL PLANNING LIST FOR A SITE, THIS CAN OCCUR WHEN A PROPERTY HAS PREVIOUSLY BEEN KNOWN BY A DIFFERENT NAME.

THE OWNER OR DEVELOPER SHOULD ALWAYS BE ASKED FOR EVIDENCE OF BUILDING CONTROL COMPLIANCE.

PLEASE NOTE, NOT ALL BUILDING CONTROL APPLICATIONS FOR HIGHER RISK BUILDINGS ARE RETAINED BY THE RELEVANT LOCAL AUTHORITY. DOCUMENTATION RELATING TO BUILDING CONTROL MAY BE HELD BY THE BUILDING SAFETY REGULATOR BUT CURRENTLY THAT DOCUMENTATION IS NOT AVAILABLE. THE BUILDING OWNER, ACCOUNTABLE PERSON, OR PRINCIPAL ACCOUNTABLE PERSON MAY HOLD THAT INFORMATION IN WHAT IS DEFINED AS THE GOLDEN THREAD BY THE BUILDING SAFETY ACT 2022 AND ENQUIRIES OUGHT TO BE MADE OF THE SELLER OR THE LANDLORD FOR THE SAME.

▶ SECTION 1.2 PLANNING DESIGNATION & PROPOSALS

1 IDENTIFIED



1.2 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?

BARNSELEY LOCAL PLAN, FULLY ADOPTED 2019:

RESIDENTIAL POLICY AREA

2. ROADS & PUBLIC RIGHTS OF WAY

▶ **SECTION 2.1 ROADWAYS, FOOTWAYS & FOOTPATHS**

1 IDENTIFIED



2.1(A) Highways Maintainable At Public Expense

STREET NO NAME - NO

MADE UP STREET - YES

2.1(B) Subject To Adoption And, Supported By A Bond Or Bond Waiver

NONE

2.1(C) To Be Made Up By A Local Authority Who Will Reclaim The Cost From The Frontagers

NONE

2.1(D) To Be Adopted By A Local Authority Without Reclaiming The Cost From The Frontagers

NONE

▶ **SECTION 2.2 / 2.3 / 2.4 / 2.5 PUBLIC RIGHTS OF WAY**

NONE IDENTIFIED



2.2 Is Any Public Right Of Way Which Abuts On, Or Crosses The Property, Shown On A Definitive Map Or Revised Definitive Map?

NO

2.3 Are There Any Pending Applications To Record A Public Right Of Way That Abuts, Or Crosses The Property, On A Definitive Map Or Revised Definitive Map?

NO

2.4 Are There Any Legal Orders To Stop Up, Divert, Alter Or Create A Public Right Of Way Which Abuts, Or Crosses The Property Not Yet Implemented Or Shown On A Definitive Map?

NO

2.5 If So, Please Attach A Plan Showing The Approximate Route

NOT APPLICABLE

i Informative Information

WHERE A DEFINITIVE MAP HAS BEEN PUBLISHED. A SURVEY OF ALL PATHS MAY NOT HAVE BEEN COMPLETED AND WHILST THIS DOES NOT PRECLUDE THE EXISTENCE OF UNRECORDED RIGHTS OF WAY, THE LOCAL AUTHORITY IS UNAWARE OF ANY CLAIMED RIGHTS OF WAY EXISTING OVER THE SEARCH SITE. IF IN DOUBT PLEASE CONTACT THE LOCAL AUTHORITY FOR FURTHER INFORMATION.

ADDITIONAL PUBLIC RIGHTS OF WAY (E.G. CYCLE TRACKS) MAY EXIST OTHER THAN THOSE SHOWN ON THE DEFINITIVE MAP. IF IN DOUBT PLEASE CONTACT THE LOCAL AUTHORITY FOR FURTHER INFORMATION.

3. OTHER MATTERS

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

▶ SECTION 3.1 LAND REQUIRED FOR PUBLIC PURPOSES

NONE IDENTIFIED



3.1 Is The Property Included In Land Required For Public Purposes?

NO

Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ SECTION 3.2 LAND TO BE ACQUIRED FOR ROADWORKS

NONE IDENTIFIED



3.2 Is The Property Included In Land To Be Acquired For Road Works?

NO

Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ SECTION 3.3 DRAINAGE MATTERS

NONE IDENTIFIED



3.3(A) Is The Property Served By A Sustainable Urban Drainage System (SuDS)?

(A) - (C) SCHEDULE 3 OF THE FLOOD WATER MANAGEMENT ACT 2010 HAS NOT YET BEEN ENACTED. AS A RESULT THIS AUTHORITY DOES NOT CURRENTLY RECORD THE INFORMATION THAT WOULD BE USED TO ANSWER THIS QUESTION

3.3(B) Are There SuDS Features Within The Boundary Of The Property? If Yes, Is The Owner Responsible For Maintenance?

NOT APPLICABLE

3.3(C) If The Property Benefits From A SuDS For Which There Is A Charge, Who Bills The Property For The Surface Water Drainage Charge?

NOT APPLICABLE

How Can Copies Of Relevant Documentation Be Obtained?

NOT APPLICABLE

Informative Information

MANY LOCAL AUTHORITY RECORDS DO NOT ALLOW FOR THE PROVISION OF COMPREHENSIVE ANSWERS TO THESE QUESTIONS. WE THEREFORE RECOMMEND CHECKING PLANNING APPROVALS, SECTION 106 AGREEMENTS AND REFERRING TO THE VENDOR IN ORDER TO ESTABLISH IF THE PROPERTY IS SERVED BY A SUSTAINABLE URBAN DRAINAGE SYSTEM.



▼ SECTION 3.4 - NEARBY ROAD SCHEMES

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

3.4(A) The Centre Line Of A New Trunk Road Or Special Road Specified In Any Order, Draft Order Or Scheme

NO

3.4(B) The Centre Line Of A Proposed Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway

NO

3.4(C) 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

NO

3.4(D) The Outer Limits Of: (I) Construction Of A New Road To Be Built By A Local Authority, (II) An Approved Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway, (III) Construction Of A Roundabout (Other Than A Mini Roundabout) Or Widening By Construction Of One Or More Additional Traffic Lanes

NO

3.4(E) The Centre Line Of The Proposed Route Of A New Road Under Proposals Published For Public Consultation

NO

3.4(F) 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) (III) Widening By Construction Of One Or More Additional Traffic Lanes, Under Proposals Published For Public Consultation

NO

 **Informative Information**

A MINI-ROUNDAABOUT IS A ROUNDAABOUT 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.

▼ SECTION 3.5 - NEARBY RAILWAY SCHEMES

3.5(A) Is The Property (Or Will It Be) Within 200 Metres Of The Centre Line Of A Proposed Railway, Tramway, Light Railway Or Monorail?

NO

3.5(B) Are There Are Any Proposals For A Railway, Tramway, Light Railway Or Monorail Within The Local Authority's Boundary?

HS2:

WEST MIDLANDS TO CREWE (PHASE 2A): HS2 LTD IS NOT UNDERTAKING ANY 'NEW' WORK TO PROGRESS PLANS FOR PHASE 2A. IN JANUARY 2024, THE GOVERNMENT ANNOUNCED THAT SAFEGUARDING OF LAND AND PROPERTY ACROSS THE MAJORITY OF PHASE 2A HAD BEEN REMOVED.

CREWE TO MANCHESTER (PHASE 2B - WESTERN LEG) & WEST MIDLANDS TO LEEDS (PHASE 2B - EASTERN LEG): ON 04/10/23, THE PRIME MINISTER ANNOUNCED THE UK GOVERNMENT'S INTENTION TO CANCEL THE HS2 ROUTE NORTH OF BIRMINGHAM. SAFEGUARDING DIRECTIONS FOR PHASE 2B REMAIN IN PLACE AND NO DATE IS AVAILABLE AS TO WHEN IT WILL BE REVISED.

FOR FURTHER INFORMATION, PLEASE VISIT WWW.HS2.ORG.UK

i **Informative Information**

IF THIS PROPERTY SITS NEAR TO THE LOCAL AUTHORITY BOUNDARY; ENQUIRERS ARE ADVISED TO SEEK FURTHER INFORMATION FROM THE NEIGHBOURING LOCAL AUTHORITY.

▼ **SECTION 3.6 - TRAFFIC SCHEMES**

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named at Q2.1 and are within 200 metres of the boundaries of the property?

3.6(A) Permanent Stopping Up Or Diversion

NO

3.6(B) Waiting Or Loading Restrictions

NO

3.6(C) One Way Driving

NO

3.6(D) Prohibition Of Driving

NO

3.6(E) Pedestrianisation

NO

3.6(F) Vehicle Width Or Weight Restriction

NO

3.6(G) Traffic Calming Works Including Road Humps

NO

3.6(H) Residents Parking Controls

NO

3.6(I) Minor Road Widening Or Improvement

NO

3.6(J) Pedestrian Crossings

NO

3.6(K) Cycle Tracks

NO

3.6(L) Bridge Building

NO

i **Informative Information**

IN SOME CIRCUMSTANCES, ROAD CLOSURES CAN BE OBTAINED BY THIRD PARTIES FROM MAGISTRATE COURTS OR CAN BE MADE BY THE SECRETARY OF STATE FOR TRANSPORT, WITHOUT INVOLVING THE LOCAL AUTHORITY.

THIS ENQUIRY IS DESIGNED TO REVEAL MATTERS THAT ARE YET TO BE IMPLEMENTED AND/OR COULD NOT BE ASCERTAINED BY A VISUAL INSPECTION. SCHEMES THAT HAVE BEEN, OR ARE CURRENTLY BEING IMPLEMENTED WILL NOT BE REFERRED TO IN ANSWER TO THIS ENQUIRY.

IF THIS PROPERTY SITS NEAR TO THE LOCAL AUTHORITY BOUNDARY; ENQUIRERS ARE ADVISED TO SEEK FURTHER INFORMATION FROM THE NEIGHBOURING LOCAL AUTHORITY.

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.7 OUTSTANDING NOTICES**

NONE IDENTIFIED



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

3.7(A) Building Works

NO

3.7(B) Environment

NO

3.7(C) Health And Safety

NO

3.7(D) Housing

NO

3.7(E) Highways

NO

3.7(F) Public Health

NO

3.7(G) Flood And Coastal Erosion Risk Management

NO

i **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.8 CONTRAVENTION OF BUILDING REGULATIONS**

NONE IDENTIFIED



3.8 Has A Local Authority Authorised In Relation To The Property Any Proceedings For The Contravention Of Any Provision Contained In Building Regulations?

NO



Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?

3.9(A) An Enforcement Notice

NO

3.9(B) A Stop Notice

NO

3.9(C) A Listed Building Enforcement Notice

NO

3.9(D) A Breach Of Condition Notice

NO

3.9(E) A Planning Contravention Notice

NO

3.9(F) Another Notice Relating To Breach Of Planning Control

NO

3.9(G) A Listed Building Repairs Notice

NO

3.9(H) In The Case Of A Listed Building Deliberately Allowed To Fall Into Disrepair, A Compulsory Purchase Order With A Direction For Minimum Compensation

NO

3.9(I) A Building Preservation Notice

NO

3.9(J) A Direction Restricting Permitted Development

SEE CHARGES & REGULATIONS SUMMARY – LOCAL LAND CHARGE REGISTER ENTRIES

3.9(K) An Order Revoking Or Modifying Planning Permission

NO

3.9(L) An Order Requiring Discontinuance Of Use Or Alteration Or Removal Of Building Or Works

NO

3.9(M) A Tree Preservation Order

SEE CHARGES & REGULATIONS SUMMARY – LOCAL LAND CHARGE REGISTER ENTRIES

3.9(N) Proceedings To Enforce A Planning Agreement Or Planning Contribution

NO

i **Informative Information**

WHERE RELEVANT: NATIONAL PARK AUTHORITIES ALSO HAVE THE POWER TO SERVE A BUILDING PRESERVATION NOTICE, SO AN ENQUIRY SHOULD ALSO BE MADE WITH THEM.

WHERE RELEVANT: CADW (MEANING "TO KEEP" OR "TO PROTECT") IS THE WELSH GOVERNMENT'S HISTORIC ENVIRONMENT SERVICE WORKING FOR AN ACCESSIBLE AND WELL PROTECTED HISTORIC ENVIRONMENT FOR WALES. ADDITIONAL ENQUIRIES SHOULD ALSO BE MADE WITH THEM AT: WELSH GOVERNMENT, PLAS CAREW, UNIT 5/7 CEFN COED, PARC NANTGARW, CARDIFF, CF15 7QQ.

IN THE CASE OF LONDON BOROUGH: THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION (ENGLISH HERITAGE) ALSO HAD THE POWER TO ISSUE BUILDING PRESERVATION NOTICES FOR LISTED BUILDINGS IN LONDON BOROUGH. FOR FURTHER INFORMATION CONTACT THE RELEVANT LOCAL AUTHORITY.

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL)**

NONE IDENTIFIED



3.10(A) Is There A CIL Charging Schedule?

THE LOCAL AUTHORITY HAS NOT ADOPTED A CIL CHARGING SCHEDULE

3.10(B) If, Yes, Do Any Of The Following Subsist In Relation To The Property, Or Has A Local Authority Decided To Issue, Serve, Make Or Commence Any Of The Following:-:

3.10(B)(I) A Liability Notice?

NO

3.10(B)(II) A Notice Of Chargeable Development?

NO

3.10(B)(III) A Demand Notice?

NO

3.10(B)(IV) A Default Liability Notice?

NO

3.10(B)(V) An Assumption Of Liability Notice?

NO

3.10(B)(VI) A Commencement Notice?

NO

3.10(C) Has Any Demand Notice Been Suspended?

NO

3.10(D) Has The Local Authority Received Full Or Part Payment Of Any CIL Liability?

NO

3.10(E) Has The Local Authority Received Any Appeal Against Any Of The Above?

NO

3.10(F) Has A Decision Been Taken To Apply For A Liability Order?

NO

3.10(G) Has A Liability Order Been Granted?

NO

3.10(H) Have Any Other Enforcement Measures Been Taken?

NO

 **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.11 CONSERVATION AREA**

NONE IDENTIFIED



Do the following apply in relation to the property?

3.11(A) The Making Of The Area A Conservation Area Before 31 August 1974

NO

3.11(B) An Unimplemented Resolution To Designate The Area A Conservation Area

NO

▶ **SECTION 3.12 COMPULSORY PURCHASE**

NONE IDENTIFIED



3.12 Has Any Enforceable Order Or Decision Been Made To Compulsorily Purchase Or Acquire The Property?

NO

 **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.13 CONTAMINATED LAND**

NONE IDENTIFIED



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)?

3.13(A) A Contaminated Land Notice

NO

3.13(B) In Relation To A Register Maintained Under Section 78R Of The Environmental Protection Act 1990

NO

3.13(B)(I) A Decision To Make An Entry

NO

3.13(B)(II) An Entry

NO

3.13(C) Consultation With The Owner Or Occupier Of The Property Conducted Under Section 78G(3) Of The Environmental Protection Act 1990 Before The Service Of A Remediation Notice

NO

Informative Information

A NEGATIVE REPLY DOES NOT IMPLY THAT THE PROPERTY OR ANY ADJOINING OR ADJACENT LAND IS FREE FROM CONTAMINATION, OR FROM THE RISK OF IT, AND THE REPLY MAY NOT DISCLOSE STEPS TAKEN BY ANOTHER LOCAL AUTHORITY IN WHOSE AREA ADJACENT OR ADJOINING LAND IS SITUATED.

▶ SECTION 3.14 RADON GAS

 IDENTIFIED



Further information about Radon Gas can be obtained from <http://www.ukradon.org/>

3.14(A) Do Records Indicate That The Property Is In A “Radon Affected Area” As Identified By Public Health England Or Public Health Wales?

YES

3.14(B) Further Report Details

WAS OBTAINED FROM A DATASET PROVIDED BY LANDMARK

▶ SECTION 3.15 ASSETS OF COMMUNITY VALUE

NONE IDENTIFIED



3.15(A) Has The Property Been Nominated As An Asset Of Community Value? If So :-

NO

3.15(A)(I) Is It Listed As An Asset Of Community Value?

NOT APPLICABLE

3.15(A)(II) Was It Excluded And Placed On The “Nominated But Not Listed” List?

NOT APPLICABLE

3.15(A)(III) Has The Listing Expired?

NOT APPLICABLE

3.15(A)(IV) Is The Local Authority Reviewing Or Proposing To Review The Listing?

NOT APPLICABLE

3.15(A)(V) Are There Any Subsisting Appeals Against The Listing?

NOT APPLICABLE

3.15 (B) If the property is listed:

3.15(B)(I) Has The Local Authority Decided To Apply To The Land Registry For An Entry Or Cancellation Of A Restriction In Respect Of Listed Land Affecting The Property?

NOT APPLICABLE

3.15(B)(II) Has The Local Authority Received A Notice Of Disposal?

NOT APPLICABLE

3.15(B)(III) Has Any Community Interest Group Requested To Be Treated As A Bidder?

NOT APPLICABLE

 Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

► **INFORMATION SOURCES USED TO COMPLETE THIS REPORT**

INFORMATION



A Written Response From The Local Authority

NO

A Verbal Response From The Local Authority

NO

Examining Public Records

YES

 Informative Information

WHERE THE LOCAL AUTHORITY APPLIES A 'CUT-OFF DATE' IN PROVIDING ITS OWN SEARCHES OF PLANNING AND BUILDING CONTROL INFORMATION, PRIOR HISTORIC RECORDS MAY BE SEARCHED BUT THIS MAY INCUR ADDITIONAL FEES/TIME ELEMENT.

SEARCH REPORT INSURANCE POLICY

Residential

Form No.: SRIP 07/24 (Rv2)
 Policy Issuer: Dye & Durham (UK) Ltd
 Policy Number: SRIP(E&W)60-114-4395508

This policy

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

This policy 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 following exchange of contracts in respect of the *Purchase* 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 was not disclosed in the *Search Report* but either would have been disclosed by an *Official Local Authority Search Result* against the *Property* on the *Policy Date* or was, or should have been, contained in the records/registers of the *Appropriate Body* at the *Policy Date* and should have been disclosed by an *Official Local Authority Search Result* against the *Property* on the *Policy Date*. 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
 - if applicable and if approved by *Us*, the costs of a builder/contractor and materials in respect of carrying out any required works in respect of the *Adverse Entry*; and/or
 - all sums *You* are legally liable to pay pursuant to or as a result of an *Order* or in respect of an *Adverse Entry*; 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 risks/matters, including but not limited to an **Adverse Entry**, that:

- **You** create, allow or agree to at any time; and/or
- are **Known** to **You** but not to **Us** on or before the **Policy Date** or the date contracts are exchanged in respect of the **Purchase**, whichever is the later; and/or
- do not cause **You** any **Actual Loss**; and/or
- occur or come into existence after the **Policy Date**; and/or
- 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; and/or
- 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; and/or
- would be dealt with under a buildings and/or contents insurance policy; and/or
- relate to question 18 of Form CON290 (2016) (Law Society Copyright) and/or
- relate to, arise from and/or are exacerbated by **You** communicating the existence of the terms of this policy to anyone (other than **Your** adviser) without **Our** prior written permission.

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, 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, circumstance or matter.

We will require a copy of the **Search Report** together with evidence to show that the **Adverse Entry** either would have been disclosed by an **Official Local Authority Search Result** against the **Property** on the **Policy Date** or was, or should have been, contained in the records/registers of the **Appropriate Body** at the **Policy Date** and should have been disclosed by an **Official Local Authority Search Result** against the **Property** 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, 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 or otherwise settle with **You** 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, take any action in order to mitigate, reduce or eradicate **Actual Loss** or resolve the claim, or 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;
- at **Our** absolute discretion, indemnify **You** for the costs of a builder/contractor and materials in respect of carrying out any required works that are reasonable and necessary in order to resolve a claim and/or remove/minimise **Actual Loss**. If **We** exercise this option and request **You** to, **You** will promptly obtain and provide **Us** with quotes and terms and conditions from 3 reputable builders/contractors who are unconnected with **You** for carrying out the works. **You** will promptly appoint the builder/contractor chosen by **You** with **Our** prior written consent and arrange for the required works to be carried out. The builder/contractor shall be instructed solely by and act on behalf of and pursuant to **Your** instructions. **You** shall include in **Your** instructions to the builder/contractor any reasonable requirements that **We** may have and shall obtain **Our** prior written consent, which shall not be unreasonably withheld, to any changes to the fees/costs, any proposed contact with the neighbour(s), and/or any changes to the works to be carried out or the manner in which they are to be carried out. **You** shall not disclose the existence of the policy to the builder/contractor without **Our** prior written consent. **You** shall promptly forward the builder's/contractor's invoices (which are made out to **You**) to **Us** for payment, Any such payment(s) by **Us** shall be to **You** and **You** shall be responsible for the onward payment to the builder/contractor.

We will be entitled to select the lawyer, surveyor and/or valuer to act and **We** will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

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

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

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

You must obtain **Our** prior written consent before discussing the existence or terms of this policy, other than with the **Lender** and **Your** adviser.

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

Privacy Policy

Our privacy notice has been updated to reflect how **We** use **Your** personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found [here](#) or if **You** wish to view the privacy notice on **Our** website at www.firsttitle.co.uk/privacy.

Complaints

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

Compliance Department:

- by post, to **Our** registered office (which as at the **Policy Date** is 42 Trinity Square, London EC3N 4DJ). Please mark the letter for the attention of Complaints; and/or
- by e-mail, to complaints@firsttitle.co.uk.

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.

For further information visit: www.firsttitle.co.uk/about/customer-complaints. 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. 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.

The above complaints procedure is in addition to **Your** statutory rights as a consumer, if applicable. 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 (**FSCS**). **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 42 Trinity Square, London EC3N 4DJ). For further information please visit <https://www.firsttitle.co.uk/claims>. Please mark the letter for the attention of the Claims Department; and/or
- by e-mail, to schemes@firsttitle.co.uk.

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 relate to Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON29O (2016) (Law Society Copyright).

Authorised Expenses

any costs, legal fees and expenses other than **Actual Loss** 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 imputed 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 .
Matter(s)	any matter(s) relating to the question(s)/matter(s) set out in Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and/or and Form CON29O (2016) (Law Society Copyright) that was known to the Appropriate Body , or in their records/registers, as at Policy Date .
Official Local Authority Search Result	direct responses from an Appropriate Body to an application made to it under Forms LLC1, Part 1(Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON29O (2016) (Law Society Copyright).
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.
Property	either: <ul style="list-style-type: none"> i. the single private property (including ancillary land, if any) specified in the Search Report, that is Residential, located in England or Wales and in existence as at the Policy Date and which is and shall be used/continue to be used for residential purposes; or ii. a vacant building plot located in England or Wales that is to be developed as a single private Residential property in accordance with planning permission that was obtained prior to Policy Date; or iii. a building plot located in England or Wales that is in the process of being developed as a single private Residential property in accordance with planning permission that was obtained prior to Policy Date.
Purchase, Purchasing Purchased Residential Search Report	buying the freehold and/or leasehold estate in the Property . bought the freehold and/or leasehold estate in the Property . designed for people to live in. the report relating to the Property 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 CON29 (Law Society Copyright, as amended) and, if applicable, Form CON29O (2016) (Law Society Copyright).

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

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

Signed on behalf of
First Title Insurance plc

By 
Authorised Signatory
© First Title Insurance plc 2024

First Title Insurance plc is the Insurer for your Policy and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with reference number 202103. First Title Insurance plc is registered in England under company number 01112603. Registered office: 42 Trinity Square, London EC3N 4DJ.

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

What is this type of insurance? Search Report Insurance - Residential



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is:
Actual Loss that You suffer following exchange of contracts in respect of the Purchase 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 was not disclosed in the **Search Report** but either would have been disclosed by an Official Local Authority Search Result against the Property on the Policy Date or was, or should have been, contained in the records/registers of the Appropriate Body at the Policy Date and should have been disclosed by an Official Local



What is not insured?

First Title Insurance plc will not indemnify an Insured against Actual Loss, will not be obliged to take any action, will not have a duty to defend and will not be obliged to pay Authorised Expenses in relation to risks/matters that are not an Adverse Entry, are not referred to within an Official Local Authority Search Result and/or risks/matters or an Adverse Entry that:

- ✗ You create, allow or agree to at any time;
- ✗ Are known to You but not to First Title Insurance plc on or before the Policy Date or the date contracts are exchanged in respect of the Purchase, whichever is the later;
- ✗ 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);

Authority Search Result against the Property on the Policy Date. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.

✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.

✗ 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;

✗ Relate to question 18 of Form CON290 (2016) (Law Society Copyright);

✗ Relate to, arise from and/or are exacerbated by You communicating the existence of the terms of this policy to anyone (other than Your adviser) without First Title Insurance plc's prior written permission;

✗ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.

First Title Insurance plc will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses where the Property is not Residential.



Are there any restrictions on cover?

! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:

! You do not have an insurable interest in the Property (i.e. exchange of contracts has not taken place);

! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;

! You refuse to co-operate with First Title Insurance plc;

! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);

! Your acts or omissions increase First Title Insurance plc's liability or reduce

First Title Insurance plc's ability to recover amounts from third parties;

! the use of the Property is not (or in the case of a plot, will not be) as a single private residential property;

! First Title Insurance plc's maximum liability under the policy will be:

! £2,000,000.00; and

! Authorised Expenses.



Where am I covered?



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



What are my obligations?

- You must:
 - use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
 - notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a claim under the policy;
 - produce a copy of the Search Report together with evidence to show that the Adverse Entry either would have been disclosed by an Official Local Authority Search Result against the Property on the Policy Date or was, or should have been, contained in the records/registers of the Appropriate Body at the Policy Date and should have been disclosed by an Official Local Authority Search Result against the Property on the Policy Date;
 - co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
 - not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
 - transfer all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
 - in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;

- not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
- permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
- within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
- comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

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



When does the cover start and end?

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



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.
No refund of premium will be payable in any circumstance.

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 is registered in England under company number 01112603. Registered office: 42 Trinity Square, London EC3N 4DJ



Contact

If you would like to speak to someone regarding this search, please contact us at one of the following:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court
Dodworth, Barnsley
South Yorkshire
S75 3TZ
Email uksearchsupport@dyedurham.com
Phone 0800 038 8350

Terms & Conditions

Our Supply terms for this search can be found here:

[Dye & Durham Terms & Conditions](#)

Important Consumer Protection Information

This search has been produced by Dye & Durham (UK) Limited, Ground Floor, 1 Captiol Court, Dodworth, Barnsley, South Yorkshire S75 3TZ, Phone 0800 038 8350, Email uksearchsupport@dyedurham.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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



COMPLAINTS

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

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

TPOs Contact Details:

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

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

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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to:

The Compliance Officer
Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court
Dodworth, Barnsley
South Yorkshire
S75 3TZ
Email: uksearchsupport@dyedurham.com | Phone: 0800 038 8350

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.