

REPORT DETAILS:

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

Date:
02 January 2025

Case Number:
4212257

Property Address:
Land at, Liverpool Road, Preston, Lancashire, PR4 5SL

Reference Number:
LSG5/JB4/888.4329/WC

CHARGES & REGULATIONS SUMMARY

LOCAL LAND CHARGES 4 IDENTIFIED

PLANNING REGISTER ENTRIES 6 IDENTIFIED

BUILDING REGULATIONS NONE IDENTIFIED

1. PLANNING & BUILDING REGULATIONS

1.1 PLANNING & BUILDING DECISIONS & PENDING APPLICATIONS 1 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 2 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 NONE 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 NONE IDENTIFIED

3.15 ASSETS OF COMMUNITY VALUE NONE IDENTIFIED



Registering Authority(ies):

South Ribble Borough Council
Civic Centre, West Paddock, Leyland ,
PR25 1DH

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

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✉ uksearchsupport@dyedurham.com

🌐 www.dyedurham.co.uk

Report Details:

CHARGES & REGULATIONS SUMMARY:

▶ LOCAL LAND CHARGES

4 IDENTIFIED



1. CLEAN AIR ACT 1956
SMOKE CONTROL AREA NO. 30 CAME INTO EFFECT 01/10/1993
REGISTERED 01/10/1993

2. TOWN & COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS 1969
SUBJECT TO THE PROVISIONS OF THE SOUTH RIBBLE BOROUGH COUNCIL (ADVERTISEMENTS, AREA OF SPECIAL CONTROL) ORDER NO.1
1983 DATED 12/10/1983
CHARGE REFERENCE 06/00071/ADVCON
REGISTERED 10/01/1984

3. HIGHWAYS ACT 1980 - SECTION 278
AGREEMENT & BOND DATED 19/04/2018 BETWEEN APPLETHWAITE LIMITED & THE LANCASHIRE COUNTY COUNCIL & ALL OTHER
ENABLING POWERS AT LIVERPOOL ROAD
REGISTERED 01/06/2018

4. HIGHWAYS ACT 1980 - SECTION 38
AGREEMENT & BOND DATED 17/12/2018 HAVE BEEN ENTERED INTO IN LIEU OF PAYMENT OF £355,000.00 BETWEEN APPLETHWAITE
LIMITED & THE LANCASHIRE COUNTY COUNCIL & ZURICH INSURANCE PLC
REGISTERED 04/01/2019

▶ PLANNING REGISTER ENTRIES

6 IDENTIFIED



The local authority makes Planning information records readily available from 01 April 1974 only. The records have been searched back to that date.

1. 07/2012/0301/HOH SINGLE STOREY EXTENSION TO SIDE & REAR
17 FENSWAY, HUTTON
PG/C 28/06/2012

2. 07/2014/0762/HOH SINGLE STOREY REAR EXTENSION
17 FENSWAY, HUTTON
PG/C 26/11/2014

3. 07/2015/1845/FUL ERECTION OF 46 DWELLINGHOUSES WITH ASSOCIATED PARKING & LANDSCAPING, NEW ACCESS & PUBLIC OPEN
SPACE WITH 16 SPACE CAR PARK (AMENDED PLANS)
LAND TO THE REAR OF 110 - 120 & ADJACENT TO 136 LIVERPOOL ROAD HUTTON LANCASHIRE
PG/C 21/04/2016

4. 16/00012/PD RESTRICTION TO PERMITTED DEVELOPMENT CLASSES A TO E PART 1 OF SCHEDULE PLOTS NO. 2 TO NO.8 INCLUSIVE
REGISTERED 16/05/2016

5. 07/2016/0509/VAR APPLICATION FOR THE VARIATION OF CONDITION 2 (APPROVED PLANS) OF PLANNING PERMISSION 07/2015/1845/FUL - MODIFICATION OF SOUTH WEST BOUNDARY BETWEEN POS & 136 LIVERPOOL ROAD LAND TO THE REAR OF 110 - 120 & ADJACENT TO 136 LIVERPOOL ROAD HUTTON
PG/C 25/08/2016


6. 07/2017/0587/VAR APPLICATION FOR THE VARIATION OF CONDITION NO. 2 OF PLANNING APPROVAL 07/2015/1845/FUL AS VARIED BY 07/2016/0509/VAR FOR THE SUBSTITUTION OF HOUSE TYPES TO PLOTS NO. 11, 22, 23, 38 & 45, CHANGES TO FRONT ELEVATION OF PLOTS NO. 40 - 43 & GARAGES TO PLOTS NO. 3 - 8
LAND TO THE REAR OF 110 - 120 & ADJACENT TO 136 LIVERPOOL ROAD HUTTON
PG/C 23/06/2017

► BUILDING REGULATIONS

NONE IDENTIFIED



The local authority makes Building regulation information records readily available from 01 January 1997 only. The records have been searched back to that date.

 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

THERE ARE APPLICATIONS TO DISCHARGE THE PLANNING CONDITIONS RELATING TO THE DEVELOPMENT OF THIS SITE, IF YOU REQUIRE THESE DETAILS, PLEASE DO NOT HESITATE TO CONTACT DYE & DURHAM

1. PLANNING & BUILDING REGULATIONS

► SECTION 1.1 PLANNING & BUILDING DECISIONS & PENDING APPLICATIONS

1 IDENTIFIED



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 01/04/1974

1.1(C) A Conservation Area Consent

NONE SINCE 01/04/1974

1.1(D) A Certificate Of Lawfulness Of Existing Use Or Development

NONE SINCE 01/04/1974

1.1(E) A Certificate Of Lawfulness Of Proposed Use Or Development

NONE SINCE 01/04/1974

1.1(F) A Certificate Of Lawfulness Of Proposed Works For Listed Buildings

NONE SINCE 01/04/1974

1.1(G) A Heritage Partnership Agreement

NONE SINCE 01/04/1974

1.1(H) A Listed Building Consent Order

NONE SINCE 01/04/1974

1.1(I) A Local Listed Building Consent Order

NONE SINCE 01/04/1974

1.1(J) Building Regulations Approval

NONE SINCE 01/01/1997

1.1(K) A Building Regulation Completion Certificate And

THE OWNER/OCCUPIER/DEVELOPER SHOULD BE ASKED TO PRODUCE ANY SUCH CERTIFICATE

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

NONE SINCE 01/01/2011

How Can Copies Be Obtained?

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

Informative Information

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?

SOUTH RIBBLE LOCAL PLAN 2015 ADOPTED 22/07/2015 - G4 PROTECTED OPEN LAND: SCHOOLHOUSE FARM, LIVERPOOL ROAD LAND SURROUNDED TO THE NORTH BY GREEN BELT

2. ROADS & PUBLIC RIGHTS OF WAY

▶ SECTION 2.1 ROADWAYS, FOOTWAYS & FOOTPATHS

**2.1(A) Highways Maintainable At Public Expense**

LIVERPOOL ROAD - YES

WALTON GARDENS - YES (PATHWAY RUNNING FROM NO.1 TO REAR OF NO.60 - NOT ADOPTED)

FOOTPATH - SEE Q2.2

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

YES, DEFINITIVE FOOTPATH NO. FP0705007 IS SHOWN IN PINK ON THE ATTACHED PLAN SEE APPENDIX 1.

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

SEE APPENDIX 1

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

i 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

i 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)?

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

i 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 / 3.5 / 3.6 ROADWAY, RAILWAY & TRAFFIC SCHEMES

NONE IDENTIFIED



▼ 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?

NO

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

▶ **SECTION 3.9 NOTICES, ORDERS, DIRECTIONS & PROCEEDINGS UNDER PLANNING ACTS**

NONE IDENTIFIED



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

NO

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

NO

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?

CHARGING SCHEDULE WAS APPROVED BY SOUTH RIBBLE BOROUGH COUNCIL ON 24TH JULY 2013 AND IT HAS BEEN ISSUED, APPROVED AND PUBLISHED IN ACCORDANCE WITH THE COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010 (AS AMENDED) AND PART 11 OF THE PLANNING ACT 2008.

FURTHER INFORMATION CAN BE OBTAINED ON [HTTPS://WWW.SOUTHERIBBLE.GOV.UK/ARTICLE/1131/COMMUNITY-INFRASTRUCTURE-LEVY-CIL](https://www.southeribble.gov.uk/article/1131/community-infrastructure-levy-cil)

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

NONE 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?

NO

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
YES

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

Commercial

Form No.: SRIP 07/24 (Cv2)
 Policy Issuer: Dye & Durham (UK) Ltd
 Policy Number: SRIP(E&W)60-113-4212257

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
- any losses arising from loss, lack, 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; 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. See Key Facts document for further information. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice reflects 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 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

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 and/or Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) 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 and Part1 (Standard Enquiries) of Form CON29 (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.
Property	either:


- the **Residential** property that is in or will be in multiple occupation or consists of more than one **Residential** unit, block of flats/maisonettes, the property used for mixed purposes, the commercial property or the agricultural field specified in the **Search Report**, that is located in England or Wales, that is in existence as at the **Policy Date** and which shall be used/continue to be used as used or developed at the **Policy Date**; or
- the building plot or existing estate/property specified in the **Search Report**, that is located in England or Wales and that is as at **Policy Date** either: 1. being developed or to be developed as a commercial or **Residential** estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.

Purchase, Purchasing	buying the freehold and/or leasehold estate in the Property .
Purchased	bought the freehold and/or leasehold estate in the Property .
Residential	designed for people to live in.
Search Report	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).

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

POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 0724 (Cv2)



1. 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 and places obligations on the Insured. See the ***In the event of a claim, Limitation and reduction of Our Liability*** and ***Subrogation*** sections of the policy which details these obligations. All terms in bold and italics refer to terms defined within the policy.

2. 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.

3. Type of insurance

The insurance given under the policy protects against **Actual Loss** up to the **Maximum Limit of Indemnity** suffered following exchange of contracts in respect of the **Purchase** as a result of an **Adverse Entry**, meaning 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**. See the ***What this policy covers*** and the ***What this policy excludes*** sections of the policy.

4. 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.

5. 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.

6. 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. No refund of premium will be payable. See the ***Cancelling this policy*** section of the policy.

7. Term of the policy

Cover under insurance given under the policy starts on the **Policy Date** and 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.

8. 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** and **Subrogation** sections of the policy.

9. Queries

If **You** require further information or have any queries regarding the policy **You** should contact First Title Insurance plc at 42 Trinity Square, London EC3N 4DJ.

10. 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 42 Trinity Square, London EC3N 4DJ. Please quote 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.

11. 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.

12. Price

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

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, Registered in England No. 1112603. Registered Address: 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

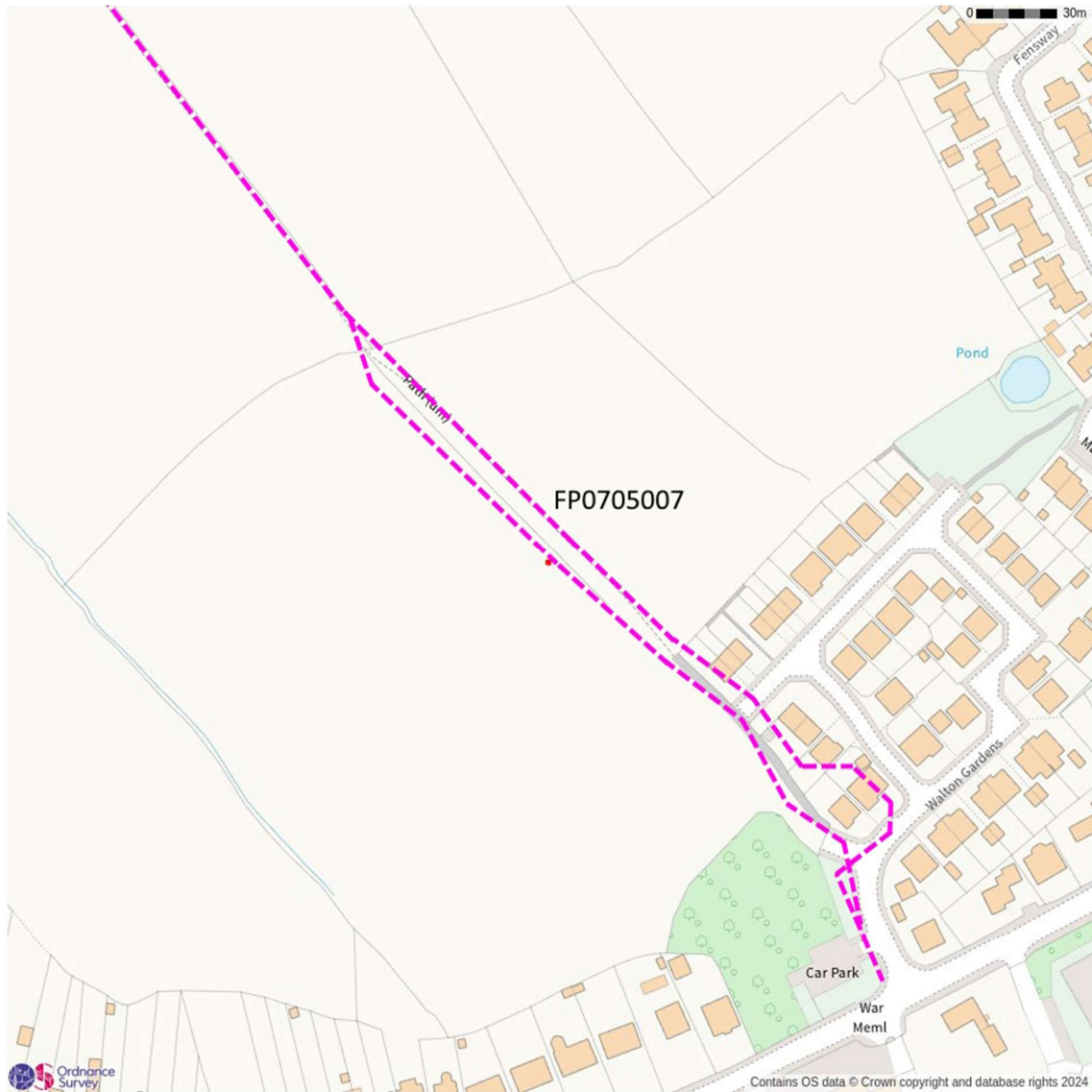
If you want to make a complaint, we will:

- 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@dyledurham.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.



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale.

KEY	
Footpath =	
Bridleway =	
Byway Open to all Traffic =	
Restricted Byway =	
Proposed/Draft PROW =	
PROW Modification =	