

Regulated Drainage & Water Search Commercial



Search Details

Prepared for: Gilbert Davies & Partners Limited
Matter: M10074-0004
Client address: 18 Severn Street, Powys, SY21 7AD

Property:
Mars Independent Financial Advisors, 44 High Street, Welshpool, SY21 7JQ

Water Company:
Severn Trent Water Ltd
Severn Trent, PO Box 407, Darlington, DL1 9WD

Date Returned: 23/01/2025	Property type: Commercial
------------------------------	------------------------------

This search was provided by InfoTrack Ltd* – t. 0207 186 8090, e: helpdesk@infotrack.co.uk. Our search terms and conditions (issued by InfoTrack) can be viewed at www.infotrack.co.uk, or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information. *Please note, we may subcontract search compilation in some areas.



InfoTrack UK Limited, Level 11, 91 Waterloo Road, London, SE1 8RT
T: 0207 186 8090 E: helpdesk@infotrack.co.uk



Summary for Conveyancers

This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.



Maps

1.1	Where relevant, please include a copy of an extract from the public sewer map	Map Provided
1.2	Where relevant, please include a copy of an extract from the map of waterworks	Map Provided
1.3	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available	Map Provided



Drainage

2.1	Does foul water from the property drain to the public sewer?	Yes
2.2	Does surface water from the property drain to the public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Refer to Vendor
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property?	Insured
2.6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Insured
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	Insured



Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is this property at risk of receiving low water pressure or flow?	Insured
3.5	What is the classification of the water supply for the property?	See report
3.6	Is there a meter installed at this property?	See report
3.7	Please include details of the location of any water meter serving the property	See report



Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Hafren Dyfrdwy
4.1.2	Who is responsible for providing the water services for the property?	Hafren Dyfrdwy
4.2	Who bills the property for sewerage services?	Hafren Dyfrdwy
4.3	Who bills the property for water services?	Hafren Dyfrdwy
4.4	What is the current basis for charging for sewerage and/or water services at the property?	See report
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Insured



Additional Questions

5.1	Is there a consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act(1991) into the public sewerage system?	See report
5.2	Is there a wayleave/easement agreement giving the sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	See report



Question 1.1

Where relevant, please include a copy of an extract from the public sewer map

A copy of an extract from the public sewer map is included in which the location of the property is identified

**Guidance Notes:**

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, water courses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Please note that following the private sewer transfer on 1 October 2011 there may be additional public assets other than those shown on the public sewer map.

Question 1.2

Where relevant, please include a copy of an extract from the map of waterworks

A copy of an extract from the map of waterworks is included in which the location of the property is identified

**Guidance Notes:**

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 1.3

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

**Guidance Notes:**










The presence of any manhole covers included on the Public Sewer & Water Map are for indicative purposes only and cannot be used to comment on the depth or invert levels if applicable. Please refer to vendor or pre-contract documents and/or your own survey of the property for any further information.



Public Sewer & Water Map



© Crown copyright Land Registry. © Crown copyright and database rights 2025 Ordnance Survey AC0000819947

- | | |
|--|---|
|  Public Combined Sewer |  Public Foul Sewer |
|  Public Surface Water Sewer |  Abandoned Public Sewer |
|  Water Pipes |  Sewer Publicly Maintained under Section 24 Public Health Act 1936 |
|  Section 104 Surface Water Sewer |  Section 104 Foul Sewer |
|  Decommissioned Water | |

- | | |
|--|---|
|  Public Sewage Pumping Station |  Manhole Cover |
|--|---|

This map is provided by InfoTrack Ltd and must be used in conjunction with the search results attached. Please note, the boundary may have been adjusted from the plan provided so that it reflects the National Polygon dataset provided by the Land Registry. This dataset covers all registered titles (freehold and leasehold) in England and Wales and shows the indicative shape and position of each boundary. The information shown on the map is based on data obtained directly from the water company and our current records. The position of any water company apparatus should be regarded as approximate. Service pipes, private sewers and drains are generally not shown. This map should not be used for detailed design of any proposed works and users of this map are strongly advised to commission their own survey of the area before carrying out any works to establish the actual position of all apparatus.



Question 2.1

Does foul water from the property drain to the public sewer?

Records indicate that foul water from the property does drain to a public sewer.



Guidance Notes:

The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties if not connected to the public sewerage system. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a septic tank, cesspit or other type of treatment plant.



Question 2.2

Does surface water from the property drain to the public sewer?

Records indicate that surface water from the property does drain to a public sewer.



Guidance Notes:

The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If surface water does not drain to a public sewer the property may have private facilities in the form of a soakaway or private connection to a watercourse. Please note, the property may drain to a Sustainable Urban Drainage System (SuDs), please refer to the Local Authority Search for further information.

Question 2.3

Is a surface water drainage charge payable?

Please refer to vendor or pre-contract documents and/or your own survey of the property



Guidance Notes:

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, an application can be made to the Water Company to end surface water charges.



Question 2.4

Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The public sewer map indicates that there are public sewers, disposal mains or lateral drains within the boundaries of the property. Please note, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. However on 1 October 2011 private sewers were transferred into public ownership. There may therefore be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.



Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are considered to be not an 'as constructed' record. It is recommended these details are checked with the developer.

Question 2.4.1

Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?

The public sewer map included indicates that there is no public sewage pumping station within the boundaries of the property.



Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.



Question 2.5

Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property. On 1 October 2011 private sewers were transferred into public ownership, there may therefore be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are within 30.48 metres (100 feet) of a building within the property.



Guidance Notes:

Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer. The presence of a public sewer within 30.48 metres (100 feet) of any buildings within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated using the map provided and the water company records, between the building(s) within the boundary of the property and the nearest public sewer.

Question 2.5.1

Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property?

Not answered - This information is not available, if an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.



Question 2.6

Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Records indicate that sewers serving the property are not the subject of an existing adoption agreement or an application for such an agreement.



Guidance Notes:

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Water Companies' mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

Question 2.7

Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However please note the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.



Guidance Notes:

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered. On 1 October 2011 the majority of private sewers, disposal mains and lateral drains, connected to the public network as of 1 July 2011, transferred to public ownership. Therefore there may be formerly private sewers and lateral drains that have been built over, however the sewerage undertaker may not have approved or been consulted about any plans to erect a building or extension on the property or in the vicinity of these. Please also refer to vendor or pre-contract documents and/or your own survey of the property.



Question 2.8

Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (eg. flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses and equipment or operational failures are excluded. 'Internal flooding' from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. 'At Risk' properties are those that the Water Company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company and therefore would be excluded from the report.

Question 2.9

Please state the distance from the property to the nearest boundary of the nearest sewage treatment works

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.



Question 3.1

Is the property connected to mains water supply?

Records indicate that the property is connected to the mains water supply.



Guidance Notes:

The above answer is inferred from the proximity of a public water main as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains water, and information regarding whether a water meter is installed. Details of private supplies are not kept by the Water Undertaker. We recommend the situation is checked with the current owner of the property.

Question 3.2

Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.



Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 3.3

Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Records indicate that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.



Guidance Notes:

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.



Question 3.4

Is this property at risk of receiving low water pressure or flow?

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Question 3.5

What is the classification of the water supply for the property?

To check the average water hardness of water supplied to the property please visit <https://www.hdcymru.co.uk/>



Guidance Notes:

The hardness of water depends on the amount of calcium in it - the more it contains the harder the water is. There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: <http://www.dwi.gov.uk>

If the property is in a hard water area, you may wish to refer to the vendor or pre-contract documents and/or your own survey of the property to establish if a water softener has been installed.

Question 3.6

Is there a meter installed at this property?

Please refer to vendor or pre-contract documents and / or your own survey of the property. For further information regarding the water meter serving this property please contact:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH

Tel: 0330 678 0646

www.hdcymru.co.uk



Question 3.7

Please include details of the location of any water meter serving the property

Please refer to vendor or pre-contract documents and / or your own survey of the property. For further information regarding the water meter serving this property please contact:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH

Tel: 0330 678 0646

www.hdcymru.co.uk



Question 4.1.1

Who is responsible for providing the sewerage services for the property?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.co.uk

Question 4.1.2

Who is responsible for providing the water services for the property?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Water Undertakers for the area are:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.co.uk

Question 4.2

Who bills the property for sewerage services?

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.co.uk



Guidance Notes:

Please note that if you live in an area where different water companies provide your sewage and clean water service, you may be billed by one company for both services.

Question 4.3

Who bills the property for water services?

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH
Tel: 0330 678 0646
www.hdcymru.co.uk



Guidance Notes:

Please note that if you live in an area where different water companies provide your sewage and clean water service, you may be billed by one company for both services.



Question 4.4

What is the current basis for charging for sewerage and/or water services at the property?

Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.



Guidance Notes:

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company.

The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website: <http://www.ofwat.gov.uk> Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

Question 4.5

Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



Guidance Notes:

The Company may install a meter at the premises where a buyer makes a change of use of the property or where the occupier uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.



Question 5.1

Is there a consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act(1991) into the public sewerage system?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH

Tel: 0330 678 0646

www.hdcymru.co.uk



Guidance Notes:

If a Trade effluent consent applies to the premises which are the subject of this search, it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence. Please note any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.

Question 5.2

Is there a wayleave/easement agreement giving the sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Hafren Dyfrdwy, Packsaddle, Wrexham Road, Rhostyllen, Wrexham, LL14 4EH

Tel: 0330 678 0646

www.hdcymru.co.uk



Guidance Notes:

This question relates only to private agreements between the water company acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement. If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise, the position of the right and of the asset may differ. Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.



Glossary

‘the 1991 Act’ means the Water Industry Act 1991[61]

‘the 2000 Regulations’ means the Water Supply (Water Quality) Regulations 2000[62]

‘adoption agreement’ means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64]

‘discharge pipe’ means a pipe which discharges are made or are to be made under Section 165(1) of the 1991 Act

‘disposal main’ means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which - (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and (b) is not a public sewer

‘drain’ means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage

‘lateral drain’ means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65]

‘map of waterworks’ means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A)

‘private sewer’ means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker

‘public sewer’ means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise; ‘public sewer map’ means the map made available under Section 199(5) of the 1991 Act[72]

‘resource main’ means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of - (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk

‘sewerage services’ includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions

‘Sewerage Undertaker’ means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated

‘surface water’ includes water from roofs and other impermeable surfaces within the curtilage of the property

‘water main’ means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers

‘water meter’ means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises

‘water supplier’ means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier

‘water supply zone’ in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year

‘Water Undertaker’ means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated. In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.



Information for Buyers

This section is a guide to the content of the regulated drainage and water search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer if you have any concerns about the search results.

Map of Public Sewers/Waterworks

i	What is a Map of Public Sewers or Map of Waterworks?	Water companies maintain maps of sewers and water pipes for which they are responsible. Most but not all sewer and water pipes within an individual property boundary are the property owner's responsibility.
----------	--	--

Sewer & Water Maintenance

i	Are all Sewer & Water Pipes publicly maintained?	<p>Sewer & Water Pipes can be either publicly or privately maintained. If they are publicly maintained, the local Sewerage or Water undertaker is responsible for repairs and maintenance. As from 1 October 2011 most lateral drains (see glossary) are now owned and maintained by the sewerage undertaker.</p> <p>Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these.</p> <p>The property owner will normally have sole responsibility for private drains and water pipes serving the property.</p>
----------	--	--

Sewers

i	What is a Foul Water Sewer?	Foul sewers/drains take foul sewage (waste from toilets, bathrooms and kitchens etc) away from your property.
i	What is a Surface Water Sewer?	<p>Surface water sewers/drains take surface water (rainwater) away from your property (includes water from roofs and other impermeable surfaces within the curtilage of the property).</p> <p>In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company.</p>
i	What is a Combined Sewer?	Combined sewers carry both foul sewage and surface water away from your property.

Adoption Agreement

- i** What does it mean if a sewer is subject to a Section 104 adoption agreement?
- With new developments, the developer will typically lay new sewers which are 'subject to adoption'. Purchasers of new homes will want to know whether or not the property will eventually be connected to a public sewer. The adoption of private sewers and drains by the Sewerage Undertaker is subject to the developer complying with the terms of the adoption agreement made under the provisions of Section 104 of the Water Industry Act 1991. For newly built properties, where the property is part of a very recent or on-going development and the sewers are not the subject of an adoption application, buyers should consult with the developers to ascertain the extent of private drains & sewers for which they will hold maintenance & renewal liabilities.
- i** Why do I need to know if there is a public foul sewer within 30.48 metres (100 feet) of any buildings within the property?
- If foul water from the property does not drain to a public sewer, the presence of a public foul sewer within 30.48 metres (100 feet) of any buildings within the property can result in the local authority requiring the property to be connected to a public sewer if the existing arrangements are unsatisfactory.

Water Pipes

- i** What are Water Pipes?
- Water pipes (water mains, resource mains or discharge pipes) supply clean water to a property. The pipework can be either publicly or privately maintained. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. If the property is not connected to mains water supply we recommend the situation is checked with the current owner of the property. Details of private supplies are not kept by the Water Undertaker.
- i** What does it mean if there are public water pipes or public sewers within the boundary of the property?
- The presence of public water pipes or public sewers within the boundary of the property may restrict further development. The Water and/or Sewerage Undertaker also has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or Sewer Undertaker or its contractors needing to enter the property to carry out work. The approximate boundary of the property has been determined by reference to the plan provided.

Information

- i** What is meant by the Private Sewer Transfer?
- On 1 October 2011, the responsibility for many private sewers and lateral drains, which drain to a public sewer and may be located both within and beyond the property boundary, transferred to the water and sewerage companies.
- The water and sewerage companies are currently undertaking an exercise to map these new public sewers and lateral drains. In the meantime however there may be additional public assets not shown on the public sewer map enclosed herein.
- For further information visit:

<http://www.ofwat.gov.uk/households/supply-and-standards/supply-pipes/>

The following diagram illustrate an example of the impact of the new drainage arrangements:



i What is Trade Effluent?

Trade effluent is liquid waste produced as part of a business, trade or industrial process. This excludes surface water and domestic sewage, for example produced from toilets and washrooms. If trade effluent is discharged to the foul sewer, you must have consent from the water company.

i What are Wayleaves & Easements?

These legal rights provide utility companies with access to private land to install and maintain cabling and piping in return for some form of payment. For development projects, this would normally be agreed between a utility company (network operator) and the developer. However, where the incoming services need to cross adjoining land, not owned by the developer, utility companies usually expect the developer to negotiate Wayleaves or Easements directly with the landowner.

Generally speaking, landowners and utility companies choose between either annual payments through a Wayleave or a one-off payment through an Easement.

i What is a manhole?

A manhole is a covered vertical hole in the ground, pavement or road above the underground sewer pipeline. If there is any leakage or blockage in the underground sewer pipeline, the sanitary worker can go down a manhole, up to these sewer pipelines for cleaning or any repair.

Sustainable Urban Drainage System (SuDS)

i What are Sustainable Urban Drainage Systems (SuDS)?

Sustainable Urban Drainage System (SuDS) are designed to drain surface water from a property or site in a natural more sustainable way, than through conventional networks of pipes and sewers, to local watercourses. SuDS slow down surface water run-off and reduce the risk of flooding, particularly during heavy rain. They also improve water quality and reduce the risk of pollution that can happen when foul sewers are overwhelmed by surface water, leading to dirty water being released into rivers.

Unanswered Questions



Why are certain questions not answered within this report?

This report is compiled using publicly available information (as defined by the Water Industry Act 1991). Where data is not publicly available, we provide an insurance policy (see attached). Where we infer certain answers (Q2.1, 2.2 and 3.1) we refer you to alternative sources of information, including billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage, if a septic tank is installed, and information regarding whether a water meter is installed. If both our inference and the form TA6, the Property Details Questionnaire or billing information are incorrect, then our insurance policy would apply.

REGULATED DRAINAGE AND WATER SEARCH INFORMATION ACCURACY INDEMNITY POLICY (BLOCK)

INSURANCE PRODUCT INFORMATION DOCUMENT

Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

Complete pre-contractual and contractual information on this policy is provided in other documents

WHAT IS THIS TYPE OF INSURANCE?

REGULATED DRAINAGE AND WATER SEARCH INFORMATION ACCURACY INDEMNITY POLICY (Block)



WHAT IS INSURED?

- ✓ The defect as described in the Defect section of the Policy Schedule and which arises from your use and ownership of the Property as described in the Policy Schedule.
- ✓ In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
 - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
 - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
 - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
 - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



WHERE AM I COVERED?

This policy covers you for the Property specified in the Policy Schedule.



WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
 - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
 - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
 - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
 - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
 - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
 - admission, promise of payment or indemnity
 - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to Quotes@stewart.com.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited



Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 298288	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

THE DEFECT

The Insured has been provided with a Regulated Drainage and Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

INSURED USE

Continued use of the Property for commercial uses as in existence at the Policy Date

EXCLUSION(S)

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental pollution or contamination matters (including but not limited to the Environmental Protection Act 1990 and/or the Water Industry Act 1991)
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 1.3, 2.5.1, 2.7, 2.8, 2.9, 3.3, 3.4, 4.5, 5.1 and 5.2 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2, 2.4.1 and 3.1 where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - Infotrack Limited

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY
(Up to £ per Property)
£ 2,000,000.00

PREMIUM
(£ inclusive of I.P.T)
£ 0.75

This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

NON INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

IMPORTANT CONDITIONS

In respect of each Property:-

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
 - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
-

- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
- treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
 - amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - take a similar proportionate action.
- The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 298288

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law.

RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- admission, promise of payment or indemnity
- application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
 - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
 - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
 - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
- c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
- d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
- e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
- f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
- g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

Last Revised: *August, 2018*

Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at www.stewartsolution.com/Documents/PrivacyPolicy.pdf or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:	Europe: PrivacyEU@stewart.com UK: PrivacyUK@stewart.com
By post:	Stewart Title Limited Privacy Office – Europe & United Kingdom 11 Haymarket London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk or visit www.infotrack.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the UK
- 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 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 all search services comply with the law, registration rules and standards
- monitor their compliance with the Code

Complaints

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



Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk, www.infotrack.co.uk)

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

Revised 29 January 2019

Terms and Conditions

1. Definitions

In these Terms the following words shall have the following meanings:

"Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.

"Client" means the seller, buyer, potential buyer, or lender in respect of the Property who is the intended recipient of the Report.

"Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.

"Consumer" means any person acting for purposes other than their trade, business, or profession.

"Data Protection Legislation" means the Data Protection Act 2018, the UK GDPR, the General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable regulations relating to the processing of personal data and privacy (and any successor legislation,), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in the UK.

"Data Providers" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing Services.

"InfoTrack App" means any mobile application owned or developed by InfoTrack which InfoTrack makes available to You to assist with your receipt of the Services. or to be accessed by Clients.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trademark (registered or unregistered), rights in computer software database right, or other data right, moral right or know how or any other intellectual property right and all similar or equivalent rights or forms of protection in any part of the world.

"Literature" means InfoTrack's brochures, charges and price lists and advertisements in any type of media, including the content of the Website or InfoTrack App.

"Materials" means any materials or documentation (including any Report) supplied by InfoTrack in connection with the Services.

"Order" means the request for Services by You.

"Privacy Policy" means our Privacy Policy located on our website and relevant privacy notices as applicable to the Services.

"Property" means an address or location for which InfoTrack provides a Service.

"Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.

"Report" means the report prepared by InfoTrack in respect of the Property or the Order.

"Service(s)" means the supply of services by InfoTrack to You as set out in the Order which may include but is not limited to the production of a Report, property searches/reports/photographs, electronic client onboarding, anti-money laundering reports, indemnity policies, company

searches, post completion tasks, trademarks and domain name searches and other services from time to time, usage of the Website and the InfoTrack App and includes our instructions to Data Providers, on Your behalf and the dissemination of the information subsequently provided by the Data Providers.

"Terms" means these terms and conditions of business.

"UK GDPR" shall have the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

"Website" means our website located at www.infotrack.co.uk.

"We," "Us," "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.

"You" and "Your" are references to the individual, company, partnership, or organisation on whose behalf InfoTrack has been instructed to provide a Service, who accesses the Website, or places an Order.

1.2 Term, Schedule, and paragraph headings shall not affect the interpretation of these Terms.

1.3 Words in the singular shall include the plural and vice versa. A reference to writing or written includes e-mail.

1.4 Any words following the terms including, include, in

1.5 particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.

2. Agreement

2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts Your completed Order by either sending You written confirmation or providing you with the relevant Services ("Agreement"). Each accepted Order constitutes a separate contract between You and InfoTrack. Please read and check Your Order before it is submitted so that any errors can be identified and corrected.

2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Data Provider terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.

2.3 By submitting an Order and using the Website and/or InfoTrack App, You shall be deemed to have accepted these Terms and the Privacy Policy and You agree to be bound by them.

2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack to the exclusion of other terms that You may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

Terms and Conditions

3. Services and access

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted Data Providers when obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate at our sole discretion.
- 3.3 Our Services are provided solely for:
 - 3.3.1 Your use; and
 - 3.3.2 the use by a Client, whom You intend to be able to rely on the Services.
- 3.4 In the event that You want the Services to be used or relied upon by another party that is not a Client, you do not need to obtain our written consent to pass such Services on however, you acknowledge that You and such third-party release Us of all liability in connection with the Services carried out on the relevant Property.
- 3.5 The Reports that form part of the Services will remain valid for a period of six (6) months from the date of issue, thereafter the Reports must be reobtained on the Website or InfoTrack App at Your own expense.
- 3.6 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the fourteen day period set out in Term 5.3.
- 3.7 InfoTrack shall issue You with a user Identification and password allowing access to the Services ("InfoTrack Account"). You are responsible for the acts of Your own employees and contractors and, without limitation must ensure that You protect the secrecy of any passwords issued to You and control the use of the Services by Your employees and contractors. You are responsible for all charges incurred on Your InfoTrack Account (and will pay such amounts as invoiced by InfoTrack as if such amounts were incurred by You).
- 3.8 Where You request in writing that InfoTrack cancel a particular password or account, InfoTrack will use its reasonable endeavours to cancel that password or account as soon as practicable in normal business hours following receipt of that request.
- 3.9 You are responsible for providing current, complete, and accurate information when registering for your InfoTrack Account You should update InfoTrack with any changes to such information where appropriate.
 - 3.10 You are responsible for making all arrangements necessary for access to the Website and/or the InfoTrack App (including without limitation configuring Your computer systems, mobile and maintaining appropriate internet connectivity). Where you require a bespoke mobile application to assist with your receipt of the Services this may be available subject to Our agreement with You of the terms of that mobile application development. InfoTrack shall however have no responsibility to provide any additional mobile applications or hardware to You.
 - 3.11 In consideration of Your compliance with these Terms, InfoTrack grants You a non-exclusive, non-transferable, royalty-free licence to access the Website and to use any InfoTrack App, subject to the restrictions set out in these Terms. Consumers of the InfoTrack App will also be required to accept the InfoTrack App terms of use once they have downloaded the InfoTrack App.
- 3.12 You shall be responsible for maintaining the confidentiality of any password or any other security information relating to Your InfoTrack Account. Such information must not be disclosed to any third party, nor must any third party be permitted access to the Website using Your InfoTrack Account. You must notify InfoTrack of any actual or suspected loss, theft or unauthorised use of the Service or passwords. InfoTrack is not liable for any activity or any unlawful or unauthorised access to the Service.
- 3.13 You will not (i) commercialise the Services (ii) use the Services to store or transmit illegal materials or malicious code (iii) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third- parties (iv) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer (v) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to Your origin (except to the extent that InfoTrack permits the use of a pseudonym, moniker, or Your name)
- 3.14 You shall not use the Services, including the use of the Website and/or the InfoTrack App, for any purposes beyond the scope of the access granted by these Terms. You shall not at any time, directly or indirectly, and shall not permit any third-party to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any component of the Services, in whole or in part; or (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise breaches any intellectual property right or other right of any person, or that otherwise breaches any law, regulation, or other legal requirement.
- 3.15 If either You become aware of any misuse of Your InfoTrack Account, any Report, the Website, I InfoTrack App and/or any security breach in connection with these Terms that could compromise the security or integrity of Your InfoTrack Account, any Report, the Website, InfoTrack App or otherwise adversely affect them You must promptly notify InfoTrack and fully co-operate to remedy the issue as soon as reasonably practicable.
- 3.16 From time-to-time InfoTrack may automatically update the Website and/or the InfoTrack App and change the Services available to improve performance, enhance functionality, reflect changes to the operating system or app store rules and policies, or address security issues. Alternatively, InfoTrack may ask You to update the InfoTrack App for these reasons and it is your duty to inform the Consumer.

Terms and Conditions

- 3.17 If You choose not to install such updates or if You opt out of automatic updates, You may not be able to continue using the InfoTrack App. You acknowledge that the warranties given in Term 8 shall not apply if You choose not to install such updates or if you opt out of automatic updates.
- 3.18 The ways in which You can use the InfoTrack App may also be controlled by the app store from which You download it and its rules and policies. Those rules and policies will apply instead of these terms where there are differences between the two.

4. Charges and Payment

- 4.1 The charges payable for the Services ("Charges") shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full, from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its Charges from time to time and the Services will be charged at the Charges or price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to place You on credit hold in respect of any overdue and unpaid invoices. Once issued, the credit hold will remain in force until Our invoice is settled in full.
- 4.6 InfoTrack reserves the right to retain payment for Services where a search result is cancelled, or the search result is NIL. Each refund is assessed based on its own merits, at Our sole discretion and is conditional upon the relevant Data Provider refunding the applicable charges.

5. Cancellation of Services

- This Term 5 only applies if you are a Consumer
- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
- 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
- 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.6).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any Charges paid by You. The refund will be processed as soon as possible, and in any case within 14 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement, You must contact Us in writing by sending an email to helpdesk@infotrack.co.uk and detailing the reason for cancellation.
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

6. Termination

- 6.1 InfoTrack may suspend or terminate any Agreement with You without any liability to You with immediate effect if at any time if:
- 6.2 You fail to make any payment due in accordance with Term 4;
- 6.3 You repeatedly breach or commit or cause to be committed a material breach of the Agreement; or
- 6.4 You commit a breach of the Agreement and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.5 If an Agreement is terminated under this Term 6 and You have made an advance payment, We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and acknowledgements

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8. All other warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.
- 8.2 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.3 In providing the Services You acknowledge and accept that:
- 8.3.1 it is Your responsibility to determine whether the Services and any requested Reports (as applicable) are relevant and applicable to Your requirements;
- 8.3.2 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code;
- 8.3.3 the Services do not include any information relating to the value or worth of the Property;
- 8.3.4 InfoTrack does not provide any legal advice or legal services, accounting, or other professional services advice by providing You access to the Services.
- 8.3.5 InfoTrack does not warrant the accuracy or timeliness of searches provided by any Data Provider, including but not limited to any local authorities, government departments or agencies. InfoTrack are not liable for any loss or damage caused by any acts or omissions of a Data Provider or inaccuracies in or omissions from any responses provided by a Data Provider;
- 8.3.6 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website or the InfoTrack App will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet

Terms and Conditions

- service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, mobile, software, data or other property resulting from Your access to, use of or browsing of the Website or the InfoTrack App; or as a result of downloading any material, data, text, images, video or audio from the Website or the InfoTrack App; or by the contents of or Your access to, any website linked to the Website or the InfoTrack App; or for inaccuracies or typographical errors of information on the Website or the InfoTrack App.
- 8.3.7 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature, but such delivery dates are estimates only; and
- 8.3.8 any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any third-party services which You may use as a result of our recommendation or otherwise. Any such third-party services may be subject to the terms and conditions of the relevant third-party service provider.
- 8.4 In connection with the Report, You undertake to make a Reasonable Inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.5 You acknowledge that InfoTrack provides Services to You on behalf of various Data Providers and in order to access and use certain Services, the applicable Data Provider may require that You and a Client agree to terms and conditions and require additional consents that You need to agree with such Data Provider. It is Your responsibility to ensure that the terms and conditions of the applicable Data Providers provide reliance to You and any Client and is within sufficient scope of Your purposes.
- 8.6 Any claim relating to data or information obtained from a Data Provider shall in the first instance be made against the Data Provider (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Data Provider will You make a claim against InfoTrack.
- 9. Data Protection Obligations**
For the purposes of this Term 9, the terms “controller”, “processor”, “processing”, “data subject”, “personal data”, “personal data breach” and “appropriate technical and organisational measures” shall have the meanings given under the Data Protection Legislation.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, You are the controller and InfoTrack is the processor with the provision of the Services from InfoTrack to You. For the avoidance of doubt, any reference to personal data under the Agreement shall mean any personal data which InfoTrack processes in connection with this Agreement, in the capacity of a processor on Your behalf, and the scope, nature and purpose of such processing by InfoTrack, the duration of that processing and the types of personal data and categories of data subject are as set out in the Privacy Policy and which is provided by You to InfoTrack or to which You grant InfoTrack access in connection with the performance of the Services or which is provided to InfoTrack direct by the Client.
- 9.2 You warrant that all personal data that You provide to InfoTrack has been lawfully obtained and that the receipt, possession, or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third-party rights or Intellectual Property Rights.
- 9.3 You shall ensure You obtain informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 You shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by You to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 as data controller, You shall ensure that all data subjects to which any personal data relates are provided with a copy of the Privacy Policy and any relevant privacy notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 You shall maintain such documentation as is required under the Data Protection Legislation in respect of Your obligations as controller of personal data;
- 9.3.4 You shall ensure that a data protection officer is designated at all times for the duration of the Agreement where required by the Data Protection Legislation; and
- 9.3.5 You shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 You shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction, or unauthorised disclosure of or unauthorised access to or use of personal data as a result of: (i) You failing to comply with Your obligations under this Term 9 or (ii) any breach by You of any Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by You from time to time unless we are required to do otherwise by applicable law. In such a case, we shall tell you before processing, unless applicable law prevents us from doing so. We shall also inform you promptly if we believe your instruction does not align with Data Protection Legislation;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

Terms and Conditions

- 9.5.4 not transfer any personal data outside of the UK or the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred and only in line with the Privacy Policy;
 - 9.5.5 assist You (at Your reasonable cost) in responding to any request from a data subject and ensuring compliance with InfoTrack's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and, in particular, InfoTrack shall within a reasonable timescale notify You if it receives any complaint, notice or communication (whether from the commissioner, any data subject, supervisory authority or other third party) which relates to processing of personal data;
 - 9.5.6 notify You without undue delay on becoming aware of a personal data breach;
 - 9.5.7 maintain complete and accurate records to demonstrate its compliance with this Term 9.5;
 - 9.5.8 at Your written direction, delete or return personal data and copies thereof to You as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Data Protection Legislation to store the personal data; and
 - 9.5.9 subject to Term 9.6, not appoint any new third-party processors of personal data without providing You with an opportunity to object to the appointment of each subcontractor.
 - 9.6 You consent to InfoTrack appointing the third-party processors as set out in the Privacy Policy as third-party processors of personal data under the Agreement. You shall ensure that You obtain informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with Term 9.3, as may be required by such third-party processors.
 - 9.7 You acknowledge that:
 - 9.8 InfoTrack may monitor its usage of the Website and the InfoTrack App to assist InfoTrack in improving the Services. Any information collected will exclude personal data and document viewing sessions ("Information"). The Information shall be used internally by InfoTrack; and
 - 9.9 InfoTrack may disclose the Information to its affiliated organisations for the purposes of training or providing the Services only.
 - 10. Our Liability if you are a Business**

This Term only applies if you are a Business and is subject to Term 12 below:

 - 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes. You are entitled to pass the searches on to a third party in accordance with Term 3.4 but in doing so, You acknowledge that You have released Us of all liability to You and Your Clients in connection with the Services carried out and Reports received. We shall be excluded from liability to the fullest extent permitted by law.
 - 10.2 Nothing in these Terms limits or excludes Our liability for:
 - 10.2.1 death or personal injury caused by Our negligence;
 - 10.2.2 fraud or fraudulent misrepresentation;
 - 10.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 10.2.4 defective products under the Consumer Protection Act 1987.
 - 10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
 - 10.3.1 any loss of profits,
 - 10.3.2 loss of sales, business, or revenue;
 - 10.3.3 loss or corruption of data, information, or software;
 - 10.3.4 loss of business opportunity;
 - 10.3.5 loss of anticipated savings;
 - 10.3.6 loss of or damage to goodwill; or
 - 10.3.7 any indirect or consequential loss.
 - 10.4 InfoTrack's exclusion in Term 10.3.3, means InfoTrack will have no responsibility for any data loss or other damage, or loss suffered in connection with Your use of the Services, including any failure to provide adequate security or backup devices or services.
 - 10.5 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.
- 11. Our Liability if you are a Consumer**

This Term 11 only applies if you are a Consumer.

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the UK or European Economic Area (subject to the Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the Information Commissioner's Office or European Commission is utilised.
- 11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not in any way exclude or limit Our liability for:
 - 11.3.1 death or personal injury caused by Our negligence;
 - 11.3.2 fraud and fraudulent misrepresentation;
 - 11.3.3 any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or section 12 of the Sale of Goods Act 1979 (title and quiet possession) or;
 - 11.3.4 any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 11.3.5 defective products under the Consumer Protection Act 1987.

Terms and Conditions

11.4 We have obtained insurance cover in respect of Our own liability for individual claims and. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making Your own arrangements for the insurance of any excess loss.

12. Beta Services

12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).

12.2 Subject to Term 12.3 below:

12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors, or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);

12.2.2 without prejudice to the generality of Your obligations under Term 8.4, You must carry out a reasonable inspection of the Beta Services (and any Reports or other outcomes derived from them); and

12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.

12.3 Nothing in this Term 12 limits or excludes Our liability for the matters set out in Term 11.3.

13. Intellectual Property Rights

13.1 You acknowledge that all Intellectual Property Rights in the Materials and the Literature are and shall remain owned by either InfoTrack or our Data Providers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of those Intellectual Property Rights save solely to the extent set out at Term 13.3 below.

13.2 You shall indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with (a) a breach of this Term 13 and (b) any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

13.3 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software (including the Website and the InfoTrack App) or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services (but not to modify any Materials or Literature) in accordance with all applicable laws ("Licence") on the following terms:

13.3.1 the Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;

13.3.2 nothing in these Terms assigns any such Intellectual Property Rights to You or Your Clients and You shall have no rights in or to the Materials or Literature other than the right to use them in accordance with these Terms;

13.3.3 the Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and

13.3.4 We have the right to terminate the Licence at any time at our sole discretion.

13.4 You agree that You will not and will procure that Your Clients, on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter, or modify: (a) the Materials or Literature provided by InfoTrack; or (b) any trademark, logo, or proprietary marking included in any Materials or Literature.

13.5 If the Agreement expires or is terminated for any reason, then the Licence granted above shall automatically terminate.

13.6 If a third-party claims, or InfoTrack believes a third party may bring a claim that the Services, Materials or Literature infringe any third-party Intellectual Property Rights, then InfoTrack may at its sole discretion:

13.6.1 replace all or part of the Website or InfoTrack App with functionally equivalent software without any charge to the Client;

13.6.2 modify the Services, Materials or Literature as necessary to avoid such infringement;

13.6.3 procure for the Client a licence from the relevant third party to continue using the Website or InfoTrack App; and

13.6.4 terminate this Agreement immediately on written notice to the Client.

13.7 Term 13.6 sets out the Client's sole remedy in the event of a claim by a third party that the Website or InfoTrack App does or potentially infringes third party's Intellectual Property Rights.

14. Insurance

14.1 InfoTrack, at its own expense, maintains Professional Indemnity Insurance and the level of cover provided for by Our insurers is £10 million. InfoTrack shall promptly provide You with copies of the corresponding broker's confirmation letter on reasonable request.

14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports.

14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.

15. Complaints

15.1 Full details of Our complaints procedure are set out on Our Website ("Complaints Procedure"). We will deal with any complaints made by You in accordance with the Complaints Procedure.

15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer Your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk

15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

Terms and Conditions

16. General

- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm, or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.
- 16.4 The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Agreement or a permitted assignee.
- 16.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.6 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 16.7 If any provision or part of a provision of the Agreement is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.8 In the delivery of our Services to You, where there is a conflict between the provisions of these Terms and any other terms and conditions of the applicable Data Providers, the provisions of these Terms shall take precedence.

- 16.9 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.1 (or as updated from time to time) or Your address as stipulated in the Order.

- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17. Entire Agreement

- 17.1 These Terms and the Order constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms.
- 17.3 Nothing in this Term 17 shall limit or exclude any liability for fraud.