



# REGULATED LOCAL AUTHORITY SEARCH

Search Prepared for  
**Lawyers Investment  
Group - PIP**  
11 Haven Road

**Poole BH13 7LE**

Order Id:  
**53202**

Completion Date:  
**15/07/2026**

Client Reference:  
**26/27093**

Plan Attached:  
**No**

Council Name  
**Barnsley Metropolitan  
Borough Council**  
**TOWN HALL**  
**CHURCH STREET**  
**Barnsley**  
**Cf14 0ne**

Search prepared by  
**ISA Yorkshire Ltd**

Property Address:

**17, Carlton Road, Barnsley, S71 1UA**

## LOCAL LAND CHARGES REGISTER SUMMARY

| Land Charges Date |                                  | 14/07/2026    |
|-------------------|----------------------------------|---------------|
| PART 1            | General Financial Charges        | None revealed |
| PART 2            | Specific Financial Charges       | None revealed |
| PART 3            | Planning Charges                 | Included      |
| PART 4            | Miscellaneous Charges            | Included      |
| PART 5            | Fenland Ways Maintenance Charges | None revealed |
| PART 6            | Land Compensation Charges        | None revealed |
| PART 7            | New Town Charges                 | None revealed |
| PART 8            | Civil Aviation Charges           | None revealed |
| PART 9            | Opencast Coal Charges            | None revealed |
| PART 10           | Listed Building Charges          | None revealed |
| PART 11           | Light Obstruction Notices        | None revealed |
| PART 12           | Drainage Scheme Charges          | None revealed |

Any enquiries to  
**PROGRESSIVE LEGAL SOLUTIONS**  
Tel: 02922 802 662  
Email: info@progressivelegalsolutions.co.uk

On behalf of  
**Sign**

**Mark Allwood Signature**  
on behalf of Progressive Legal Solutions Ltd

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

**Address: 17, Carlton Road, Barnsley, S71 1UA**

**LOCAL LAND CHARGE REGISTER**

Parts applicable are listed below

**PART 3 Planning Charges**

Article 4 Direction 1/2020 dated 24 June 2021 made under Article 4(1) of the Town and Country Planning (General Permitted Development) Order 2015 relating to development consisting of a change of use of a building from a use falling within Class C3 (dwelling houses) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) to a use falling within Class C4 (houses in multiple occupation) of that Schedule, and removes permitted development rights for this type of development.

Planning permission will now be required for change of use from Class C3 to Class C4.

Registered 16/09/2021

**PART 4 Miscellaneous Charges**

BMBC/58

The Barnsley M.B.C. (North Barnsley) Smoke Control Order No.58, 1990 made under s.11 of the Clean Air Act, 1956 (as amended).

Substituted by the Barnsley M.B.C. (North Barnsley) Smoke Control Order No.58, 1992 varying the operative date to 1st November, 1992.

Registered 17/07/1990

**PLANNING REGISTER ENTRIES SINCE**

None

**BUILDING REGULATION APPLICATIONS SINCE:**

None

**ADDITIONAL INFORMATION:**

None

**Question?**

Email: [info@progressivelegalsolutions.co.uk](mailto:info@progressivelegalsolutions.co.uk)  
Phone: 0292 280 2662

**Terms & Conditions**

Progressive Legal Solutions Limited is an Introducer Appointed Representative of DUAL Corporate Risks Limited, which is authorised and regulated by the Financial Conduct Authority (No. 312593). Registered in England and Wales under company number 4160680.

1

PLANNING AND BUILDING REGULATIONS

1.1 Planning And Building Decisions  
And Pending Applications

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

- (a) a planning permission;  
**None since 01/01/1974**
- (b) a listed building consent;  
**None since 01/01/1974**
- (c) a conservation area consent;  
**None since 01/01/1974**
- (d) a certificate of lawfulness of existing use or development;  
**None since 01/01/1974**
- (e) a certificate of lawfulness of proposed use or development;  
**None since 01/01/1974**
- (f) a certificate of lawfulness of proposed works for listed buildings;  
**None since 01/01/1974**
- (g) a heritage partnership agreement;  
**None since 01/01/1974**
- (h) a listed building consent order;  
**None since 01/01/1974**
- (i) a local listed building consent order;  
**None since 01/01/1974**
- (j) building regulation approvals;  
**None since rolling 15 years**
- (k) a building regulation completion certificate; and  
**None since rolling 15 years**
- (l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme  
**None since rolling 15 years**

*INFORMATIVE: The local authority may not always be aware of*

Question?

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1

PLANNING AND BUILDING REGULATIONS

*such works and enquiries should be made of the seller.*

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request

1.2 Planning Designations And  
Proposals

What designation of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?

**Barnsley's Local Plan was adopted by Full Council on 3rd January 2019. The adopted Local Plan and Policies Map, together with the Joint Waste Plan adopted in March 2012 now form the statutory development plan for Barnsley. The policies within the Core Strategy and the Unitary Development Plan are now superseded.**

**Within:  
Settlement  
Urban Fabric**

**Within 250m:  
Local Strategic Highway Network  
Allotment  
Greenspace  
Biodiversity or Geological Interest Site**

## 2 ROADS AND PUBLIC RIGHTS OF WAY

### Roadways, footways and footpaths

#### 2.1 Which Of The Roads, Footways And Footpaths Named In The Application For This Search (Via Boxes B And C) Are:

- (a) highways maintainable at public expense:  
**None**
- (b) subject to adoption and supported by a bond or bond waiver;  
**None**
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or  
**None**
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?  
**None**

### Public rights of way

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

No

*INFORMATIVE: Additional rights of way (eg cycle tracks) may exist other than those shown on the definitive map.*

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

No

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

No

#### Question?

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2

ROADS AND PUBLIC RIGHTS OF WAY

2.5

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

N/A

### 3 OTHER MATTERS

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

#### 3.1 Land Required For Public Purposes

Is the property included in land required for public purposes?

**No**

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

#### 3.2 Land To Be Acquired For Road Works

Is the property included in land to be acquired for roadworks?

**No**

#### 3.3 DRAINAGE MATTERS

(a) Is the property served by a sustainable urban drainage system (SuDS)?

**(a) - (c) Schedule 3 of the Flood Water Management Act 2010 has not yet been enacted, as a result this Authority does not currently record the information that would be used to answer this question**

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

**Not applicable**

(c) If the property benefits from SuDS for which there is a charge, who bills the property for the surface water drainage charge?

**Not applicable**

How can copies of relevant documentation be obtained?

**Yorkshire Water Services Ltd, Western House, Western Way, Bradford, BD6 2L**

*INFORMATIVE: Many local authority records do not allow for the provisions of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.*

### 3 OTHER MATTERS

#### 3.4 Nearby Road Schemes

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

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

**None revealed**

- (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

**None revealed**

- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or  
(ii) widening by construction of one or more additional traffic lanes;

**None revealed**

- (d) the outer limits of: (i) construction of a new road to be built by a local authority;  
(ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or  
(iii) construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes;

**None revealed**

- (e) the centre line of the proposed route of a new road under proposals published for public consultation; or

**None revealed**

- (f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;  
(ii) construction of a roundabout (other than a mini-roundabout); or  
(iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

**None revealed**

### 3 OTHER MATTERS

#### 3.5 Nearby Railway Schemes

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

**No**

- (b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

**No**

#### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

- (a) permanent stopping up or diversion;

**No**

- (b) waiting or loading restrictions;

**No**

- (c) one way driving;

**No**

- (d) prohibition of driving;

**No**

- (e) pedestrianisation

**No**

- (f) vehicle width or weight restriction;

**No**

- (g) traffic calming works including road humps;

**No**

- (h) residents' parking controls;

**No**

- (i) minor road widening or improvement;

**No**

- (j) pedestrian crossings;

**No**

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### 3 OTHER MATTERS

(k) cycle tracks; or

**No**

(l) bridge building?

**No**

*INFORMATIVE: In some circumstances road closures can be obtained by third parties from Magistrate's Courts, or can be made by the Secretary of State for Transport without involving the local authority.*

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

### 3 OTHER MATTERS

#### 3.7 Outstanding Notices

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

(a) building works;

**No**

(b) environment;

**No**

(c) health and safety;

**No**

(d) housing;

**No**

(e) highways;

**No**

(f) public health?

**No**

(g) flood and coastal erosion risk management?

**None in so far as the Council is aware under the Land drainage Act 1991 and no designations under Schedule 1 Flood and Water Management Act 2011**

*INFORMATIVE: matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

#### 3.8 Contravention Of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

**None**

#### 3.9 Notices, Orders, Directions And Proceedings Under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

(a) an enforcement notice;

**None**

### 3 OTHER MATTERS

- (b) a stop notice;  
**None**
- (c) a listed building enforcement notice;  
**None**
- (d) a breach of condition notice  
**None**
- (e) a planning contravention notice  
**None**
- (f) another notice relating to breach of planning control;  
**None**
- (g) a listed building repairs notice;  
**None**
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;  
**None**
- (i) a building preservation notice;  
**None**
- (j) a direction restricting permitted development;  
**None**
- (k) an order revoking or modifying a planning permission;  
**None**
- (l) an order requiring discontinuance of use or alteration or removal of buildings or works;  
**None**
- (m) a tree preservation order; or  
**None**
- (n) proceedings to enforce a planning agreement or planning contribution?  
**None**

3 OTHER MATTERS

*INFORMATIVE (where relevant): National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them.*

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

3.10 Community Infrastructure Levy (CIL)

- (a) Is there a CIL charging schedule?

**Barnsley**

**Status: Draft Charging Schedule**

**<https://www.barnsley.gov.uk/media/3926/appendix-d-cil-guidance-document-and-supporting-policies.pdf>**

- (b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

- (i) a liability notice?

**No**

- (ii) a notice of chargeable development?

**No**

- (iii) a demand notice?

**No**

- (iv) a default liability notice?

**No**

- (v) an assumption of liability notice?

**No**

- (vi) a commencement notice?

**No**

- (c) Has any demand notice been suspended?

**No**

- (d) Has the Local Authority received full or part payment of any CIL liability?

**No**

### 3 OTHER MATTERS

(e) Has the Local Authority received any appeal against any of the above?

**No**

(f) Has a decision been taken to apply for a liability order?

**No**

(g) Has a liability order been granted?

**No**

(h) Have any other enforcement measures been taken?

**No**

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

#### 3.11 Conservation Area

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

(a) the making of the area a conservation area before 31st August 1974; or

**No**

(b) an unimplemented resolution to designate the area a conservation area?

**No**

#### 3.12 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

**No**

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

### 3 OTHER MATTERS

#### 3.13 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):

- (a) a contaminated land notice:

**None**

- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:

- (i) a decision to make an entry;

**No**

- (ii) an entry: or

**No**

- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

**No**

*INFORMATIVE: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.*

#### 3.14 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Public Health England or Public Health Wales?

**The property is situated in an area where less than 5-10% of households are at or above action levels. (Source: UK Health Security Agency - Radon Maps)**

3 OTHER MATTERS

3.15 Assets Of Community Value

- (a) Has the property been nominated as an asset of community value?  
If so:-  
**Not applicable**
- (i) Is it listed as an asset of community value?  
**Not applicable**
- (ii) Was it excluded and placed on the "nominated but not listed" list?  
**Not applicable**
- (iii) Has the listing expired?  
**Not applicable**
- (iv) Is the Local Authority reviewing or proposing to review the listing?  
**Not applicable**
- (v) Are there any subsisting appeals against the listing?  
**Not applicable**
- (b) If the property is listed:-
- (i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?  
**Not applicable**
- (ii) Has the Local Authority received a notice of disposal?  
**Not applicable**
- (iii) Has any community interest group requested to be treated as a bidder?  
**Not applicable**

*INFORMATIVE: Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry*

### 3 REFERENCE SOURCE INFORMATION

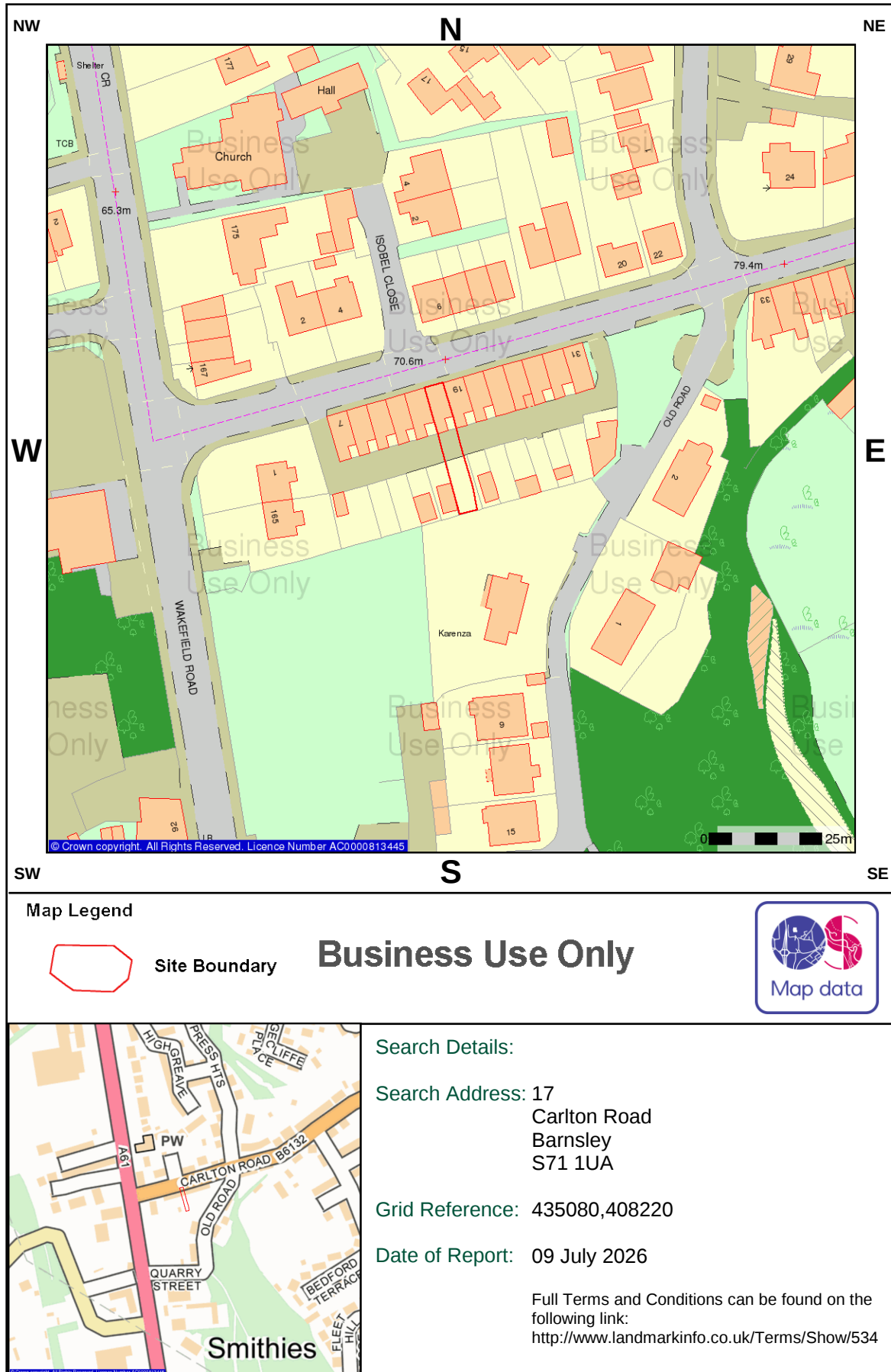
Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites. If you wish to obtain copies of any documents you should submit a written application to the council offices located at:-

Barnsley Metropolitan Borough Council Town Hall, Church St, Barnsley S70 2TA

**Any negligent or incorrect entries in the records searched would be the responsibility of the information providers named above. Any negligent or incorrect interpretation of the records searched, and recording of that interpretation in the search report would be the responsibility of Progressive Legal Solutions**

#### Declaration

To the best of our knowledge neither the person who prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report



## Terms & Conditions

For the purposes of these terms and conditions any references to 'the company' means Progressive Legal Solutions Ltd.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only.
2. In providing search reports and services Progressive Legal Solutions Ltd will comply with the Search Code.
3. Search requests must include full postal address, location plan and the appropriate fee. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
4. All of the company's third-party organisations and search agencies work to the same Contract & Service Level Agreements and subscribe to the Search Code.
5. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
6. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material. Whilst the firm is not responsible for errors arising out of defective source material this risk is covered by the specialist search insurance as described in paragraph 16 of these T&Cs as attached to the search report
7. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
8. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
9. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
10. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
11. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
12. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
13. Where the client requests additional Con 29 Part II enquiries the company undertakes to inform the client of any additional fees at the point of order.
14. The company aims to return all search results within ten working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company's control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
15. Search Reports can be downloaded from Progressive Legal Solutions Limited search ordering platform. The company does not provide hard copies free of charge.
16. The Insured should be aware that this search report has the benefit of a property specific Insurance Policy as set out in the following pages of the report. The documentation should be read thoroughly before any contact is made with the parties mentioned in order to ensure the Insured does not render the Insurance Policy void or reduce a potential claim by their action. If the Insured wishes to make a claim as per the attached property specific Insurance Policy, the Insured must advise First Title in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. Please see policy attached in the event that the insured suffers a material loss due to;
  - a. any negligent or incorrect entry in the records searched; please revert to the insurer, details of which can be found in the attached Search Report Insurance Policy.

- b. any negligent or incorrect interpretation of the records searched; Please revert to the Search Agent shown on the front page of the report under "Compiled By" or;
  - c. any negligent or incorrect recording of that interpretation in the search report; Please revert to the Search Agent shown on the front page of the report under "Compiled By"
- 17. The company and any third party Search Agents liability will be limited to an amount not exceeding £10 million in respect of any individual claim.
- 18. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £10 million. If the Client subsequently discovers that the property value exceeds £10 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
- 19. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
- 20. Invoices and statements are submitted electronically. The company does not provide hard copies
- 21. Search Reports remain the property of the company until all agreed terms have been fulfilled.
- 22. The company reserves the right to withhold results until payment has been received.
- 23. All information held by the company is covered by the Data Protection Act.
- 24. Each search is deemed to be an individual contract governed by English Law.
- 25. The company maintains contractual relationships with clients and suppliers who are involved in the Conveyancing process in the UK; To the knowledge of the company no person who:
  - a. Conducted the search
  - b. Prepared the search report

has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.

- 26. The companies' complaints procedure is shown below.

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Progressive Legal Solutions Limited, Brunel House, Fitzalan Road, Cardiff, CF24 0EB, 02922 802662, [info@progressivelegalsolutions.co.uk](mailto:info@progressivelegalsolutions.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### The Search Code:

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

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

### The Code's Core Principles

Firms which subscribe to the Search Code will:

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

## COMPLAINTS

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

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

### TPOs Contact Details:

The Property Ombudsman Scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

[www.tpos.co.uk](http://www.tpos.co.uk)

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

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

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

### Complaints Procedure

If you want to make a complaint, we will:

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

Complaints should be sent to: Mark Allwood (Chief Executive Officer), Progressive Legal Solutions Limited, Brunel House, Fitzalan Road, Cardiff, CF24 0EB, 02922 802662, [info@progressivelegalsolutions.co.uk](mailto:info@progressivelegalsolutions.co.uk)

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

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

Complaints should be sent to:

Mark Allwood  
Chief Executive Officer  
Progressive Legal Solutions Limited  
Brunel House, Fitzalan Road, Cardiff, CF24 0EB  
02922 802662  
[info@progressivelegalsolutions.co.uk](mailto:info@progressivelegalsolutions.co.uk)

## PERSONAL SEARCH (ERRORS AND OMISSIONS AND MISSING ANSWERS) (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?

Personal Search (Errors and Omissions and Missing Answers) (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 the Property is affected by Personal Search (Errors and Omissions and Missing Answers) ("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](mailto: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.

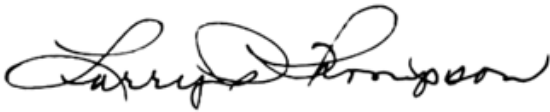
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## **BASIS OF COVER**

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



Larry P Thompson  
CEO, Stewart Title Limited

Authorised Signatory

## POLICY SCHEDULE

|                                                             |                                                                     |
|-------------------------------------------------------------|---------------------------------------------------------------------|
| POLICY NUMBER<br>347572                                     | PROPERTY<br>Each property which is noted on the bordereau           |
| POLICY DATE<br>As referred to on the bordereau per Property | LIMIT OF INDEMNITY<br>See Additional Policy Clause(s) section below |
| POLICY TERM<br>In Perpetuity from the Policy Date           | PREMIUM<br>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 re-mortgaging 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 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 residential use 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) any matter where the Organisation has a professional indemnity policy for its errors and omissions with another insurer whether or not that insurer accepts liability under that policy
- (iv) consequential loss
- (v) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990) including but not limited to the presence of radon gas on or under the Property
- (vi) 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: 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 registers and/or the answers provided by the relevant authority for the purposes of the Search were incorrect as at the Policy Date; and/or
- (ii) the absence in the Search of answers to questions 2.5.1, 2.8, 2.9, 3.4 and 4.5 of CON29(DW) and/or
- (iii) 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 incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2, 2.4.1 and 3.1 of CON29(DW) 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: Legal Protection Group Limited, including any search agents appointed by or being owned by/or controlled by Legal Protections Group Limited as at the Policy Date

Search: A search in forms LLC1, CON29, CON29(O) and CON29(DW) requested by or on behalf of the Insured in the course of a purchase or re-mortgage 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

Market Value: The average of the estimates from two independent Valuers of the market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors).

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

**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

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:
  - a. 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;
  - b. 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;
  - c. 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
  - d. 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: 347572

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:

- a. 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.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. 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

- a. admission, promise of payment or indemnity
- b. 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, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://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](http://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: <a href="mailto:PrivacyEU@stewart.com">PrivacyEU@stewart.com</a><br>UK: <a href="mailto:PrivacyUK@stewart.com">PrivacyUK@stewart.com</a> |
| By post:  | Stewart Title Limited<br>Privacy Office – Europe & United Kingdom<br>11 Haymarket<br>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.