

# CERTIFICATE



**Bartke & Co**  
DX Exchange - **Glasgow 5**  
DX No. **512600**

Our Reference: **KB/TEST123456**  
Your Reference: **TEST123456**  
Certificate Prepared **KBartke**

Date: **30/07/2007**

## REQUESTED FOR

Subjects: 22 West End Drive

Cleckheaton

BD19 6JD

Council: Kirklees Metropolitan Council

Local Authority Code: 4715

Search: HIP LLC1 & Local Search

We refer to your enquiry regarding the above noted.  
Please find attached a Property Enquiry Certificate for same.

Should you require any further information please do not hesitate to contact our Customer Enquiry Team on the following number:

**Freephone 0800 052 0117.**

Yours Faithfully



ONESEARCH DIRECT



### SUMMARY OF PROPERTY CERTIFICATE : 00601132

#### LLC1 Search

It is hereby certified that the Search requested above reveals **3** registration/s described in the Schedule hereto and including the date of this certificate.

#### LOCAL Search

##### 3. Planning and Building Regulations

Planning Permissions, Listed Building/Conservation Area Consents **Yes**

Certificate of Lawfulness or Proposed Use or Development **Yes**

Building Regulation Approvals/Completion Certificates **See main certificate**

##### 4. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

##### 5. Roads

Roads, Footways and Footpaths Maintained at Public Expense **Yes**

##### Other Matters

6. Land Required for Public Purposes **No**

7. Land to be Acquired for Roadworks **No**

8. Drainage Agreements and consents **N/A-not available**

9. Nearby Road Schemes **No**

10. Nearby Railway Schemes **No**

11. Traffic Schemes **No**

12. Outstanding Notices **None**

13. Contravention of Building Regulations **None**

14. Notice, Orders, Directions and Proceedings under Planning Acts **None**

15. Conservation Areas not registered as a land charge **No**

16. Compulsory Purchase **No**

17. Contaminated Land **No**

18. Radon Gas **No**



# LLC1 Search

Subjects **22, West End Drive, Cleckheaton, West Yorkshire, BD19 6JD.**  
Date of Certificate: **30/07/2007**  
Property Certificate No: **00601132**  
Certificate Prepared by: **KBartke**

## Charges on Register

<b>01 - General financial charges</b>			
<b>Description of Charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of registration</b>
Test General Financial Charge - test data only, not relevant to live searches	Kirklees Metropolitan Council	Off Market Street Civic Centre III Huddersfield West Yorkshire HD1 2JR.	30/7/07

<b>02 - Specific financial charges</b>			
<b>Description of Charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of registration</b>
Test Specific Financial Charge - test data only, not relevant to live searches	Kirklees Metropolitan Council	Off Market Street Civic Centre III Huddersfield West Yorkshire HD1 2JR.	30/7/07

<b>04 - Miscellaneous charges</b>			
<b>Description of Charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of registration</b>
Test Smoke Control Land Charge - test data, not relevant to live search	Kirklees Metropolitan Council	Off Market Street Civic Centre III Huddersfield West Yorkshire HD1 2JR.	30/7/07

## Local Search Enquiries

Subjects **22, West End Drive, Cleckheaton, West Yorkshire, BD19 6JD.**  
 Date of Certificate: **30/07/2007**  
 Property Certificate No: **00601132**  
 Certificate Prepared by: **KBartke**

### Planning and Building Regulation Decisions and Pending Applications

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

<b>Section 3 (a) Planning Permissions</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST123456	1-Jan-01	Test Planning Application - not relevant to live search	Approved	1-Jan-2002	Planning	
<b>Section 3 (b) Listed Building Consents</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST234567	1-Jan-01	Test Listed Building Application - not relevant to live search	Submitted		Listed Building	
<b>Section 3 (c) Conservation Area Consents</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST345678	1-Jan-01	Test Conservation Area Application - not relevant to live search	Approved on Conditions	1-Jan-2002	Conservation Area	
<b>Section 3 (d) Certificate of lawfulness of existing use or development</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST456789	1-Jan-01	Test Certificate of Lawfulness Application - not relevant to live search	Appeal Lodged	1-Jan-2002	Cert of Lawfulness	
<b>Section 3 (e) Certificate of lawfulness of proposed use or development</b>						<b>N/A-not available</b>
<b>Section 3 (f) Building Regulations approvals</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST567890	1-Jan-01	Test Building Regulations Approval - not relevant to live search	Approved on Conditions	1-Jan-2002	Building Reg Appr	
<b>Section 3 (g) Building Regulations completion certificate</b>						<b>Yes</b>
<b>Application Number</b>	<b>Application Date</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>	
TEST678901	1-Jan-01	Test Building Regulations Completion Certificate - not relevant to live search	Building Reg CC	1-Jan-2002	Building Reg CC	

<b>Section 3 (h)</b>	<b>Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification</b>	<b>N/A-not available</b>
----------------------	---	--------------------------

**Informative**

The seller or developer should be asked to provide evidence of compliance with building regulations

**Informative**

The Council's records do not extend back before a certain date and this reply covers only the period since that date.

Planning designations and Proposals

<b>4. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?</b>	<b>None</b>
---	-------------

**Roads**

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

<b>(a)</b>	<b>Highway Maintainable at Public Expense</b>	<b>Yes</b>
<b>Name</b>	<b>Carriageway</b>	<b>Footway</b>
	<b>Footpath</b>	<b>Footpath</b>
	<b>Verge</b>	
West End Drive - (Cleckheaton)	Public	Public
		None
		None
<b>(b)</b>	<b>Subject to adoption and supported by a bond or bond waiver</b>	<b>No</b>
<b>(c)</b>	<b>To be made up by a local authority who will reclaim the cost from the frontagers; or</b>	<b>N/A</b>
<b>(d)</b>	<b>To be adopted by a local authority without reclaiming the cost from the frontagers?</b>	<b>N/A</b>

Land Required for Public Purposes

<b>6. Is the property included in land required for Public Purposes?</b>	<b>No</b>
--	-----------

<b>7. Is the property included in land to be acquired for road works?</b>	<b>No</b>
---	-----------

**8. Do either of the following exist in relation to the property?**

<b>(a)</b> An agreement to drain building in combination into an existing sewer by means of a private sewer	<b>N/A</b>
<b>(b)</b> An agreement or consent for:- i. a building; or ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?	<b>N/A</b>

## Nearby Road Schemes

<b>9. Is the property (or will it be ) within 200 metres of any of the following?</b>	<b>Not so far as is known</b>
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(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;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <ul style="list-style-type: none"><li>i) Construction of a roundabout (other than a mini-roundabout); or</li><li>ii) Widening by construction of one or more additional traffic lanes;</li></ul> <p>(d) The outer limits of-</p> <ul style="list-style-type: none"><li>i) Construction of a new road to be built by a local authority</li><li>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</li><li>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</li></ul> <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <ul style="list-style-type: none"><li>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;</li><li>ii) Construction of a roundabout (other than a mini-roundabout); or</li><li>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</li></ul>	

## Nearby Railway Schemes

<b>10. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</b>	<b>No</b>
--	-----------

## Traffic Schemes

<b>11. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -</b>	<b>Not so far as is known</b>
<ul style="list-style-type: none"><li>(a) Permanent stopping up or diversion;</li><li>(b) Waiting or loading restrictions</li><li>(c) One way driving</li><li>(d) Prohibition of driving</li><li>(e) Pedestrianisation</li><li>(f) Vehicle width or weight restrictions</li><li>(g) Traffic calming works including road humps</li><li>(h) Residents parking controls</li><li>(i) Minor road widening or improvement</li><li>(j) Pedestrian crossings</li><li>(k) Cycle tracks; or</li><li>(l) Bridge building?</li></ul>	

## Outstanding Notices

<b>12. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule-</b> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	<b>Not so far as is known</b>
---	-------------------------------

## Contravention of Building Regulations

<b>13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations</b>	<b>Not so far as is known</b>
---	-------------------------------

## Notices, Orders, Directions and Proceedings under Planning Acts

<b>14. 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-</b>	
(a) Enforcement Notice	None
(b) Stop Notice	None
(c) Listed Building Enforcement Notice	None
(d) Breach of Condition Notice	None
(e) Planning Contravention Notice	None
(f) Other Notice relating to breach of planning control	None
(g) Listed Buildings Repair 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 permission	None
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	None
(m) A Tree Preservation Order	None

(n) Proceedings to enforce a planning agreement or planning contribution	None
--	------

Conservation Areas

15. Do the following apply in relation to the property- a) The making of the area a Conservation Area before 31st August 1974; or b) An unimplemented resolution to designate the area a Conservation Area?	No
---	----

Compulsory Purchase

16. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Not so far as is known
---	------------------------

## Contaminated Land

**17. 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;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
  - I) A decision to make an entry; or
  - II) An entry; or
- 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**

<b>Entries in Register</b>	<b>Section</b>	<b>Reference</b>	<b>Description</b>	<b>Status</b>	<b>Date</b>
----------------------------	----------------	------------------	--------------------	---------------	-------------

### **Informative**

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

*The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."*

*Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated area. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.*

*As part of the OneSearch Local Search we will inspect the remediation register where available*



## Radon Gas

**18. Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency (a body established under section 1 of the Health Protection Agency Act 2004)?**

**No**

No. The property is in an area where less than 1% of homes are estimated to be at or above the Action Level.

### **Informative**

*"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).*

*The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.*

*Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.*

**The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your Home Information Pack**

HIP Provider: Bartke & Co

Solicitor/Conveyancer: Bartke & Co

**The following individuals were responsible for inspecting relevant records and preparing this report on behalf of OneSearch Direct**

Search Prepared by: Karen Bartke

Local Authority Records Inspected by: Brenda Gill

## Notes

In this section "Subjects" means the property to which this Certificate relates.

### The Search Company

1. This Certificate was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct is a registered trade mark of SPH (Scotland) Ltd.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Certificate any personal or business relationship which it has with any person involved in the sale of the Subjects who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

### Terms for Preparation of Search

4. This Certificate does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Certificate has been prepared following a search of publicly available property related information held by the relevant local authority; for example, Local Land Charges, planning and roads data; and is accurate 3 days prior to issuing the Certificate. Copies of records identified in the report can be obtained direct from the relevant local authority. Fees and contact information for obtaining copies of such records are available on request by contacting OneSearch on 0800 052 0117 or by emailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)

### Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the Subjects of the search are disclosed.
7. Planning applications on the Subjects only, have been searched for a period of ten years.
8. Where the Certificate shows "N/A" in response to any question that means the question could not be answered as the information was not made available by the relevant local authority. If, as a result, information in existence prior to the completion of the Certificate is not disclosed and this results in financial loss, a claim may be made under the insurance taken out by OneSearch. (See under Liability and Insurance below)

### Definition of Search Terms

9. Definition of Search terms - roads
  - Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
  - Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

### Legal Issues

10. The Certificate has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
11. The seller of the Subjects or the person acting as his/her estate agent may copy the Certificate and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
12. These terms are enforceable against OneSearch not only by the seller of the Subjects but also by the actual or potential purchaser of, or mortgage lender in respect of, the Subjects, in their own right.
13. Any queries or complaints regarding the content of the Certificate; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk) [<mailto:cs@onesearchdirect.co.uk>](mailto:cs@onesearchdirect.co.uk). Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

### Liability and Insurance

14. Liability for, and financial compensation due in respect of, an error or omission in the Certificate caused by a failure to comply with paragraph 10 above rests with OneSearch. OneSearch has taken out insurance to cover this liability. A copy of the said policy is attached. The said insurance policy is for the benefit of the seller, the potential or actual buyer and the mortgage lender in respect of the Subjects and claims may be made under the policy directly by any of them. To make a claim, the relevant person should contact the insurers direct in the manner set out in the said policy. The said policy also provides coverage for financial loss suffered in the circumstances set out in paragraph 8 above.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Certificate, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the Subjects in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Certificate was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
17. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Search Code's key commitments say that search organizations will:
- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property
  - Deal promptly with queries raised on search reports
  - Handle complaints speedily and fairly
  - At all times maintain adequate and appropriate insurance cover to protect you
  - Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

How search organizations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives an extra level of protection as the service can award compensation of up to £5,000 for losses suffered as a result of the search organization failing to comply with the Code.

**Yours Faithfully**

**ONESEARCH DIRECT**



ONESEARCH Direct is a registered trademark of SPH (Scotland) Ltd, registered in Scotland under number 155319, Incorporating Douglas & Co. Title Searchers since 1860.

Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Freephone: 0800 052 0119 Fax: 0141 572 2033 E-mail. [enquiries@sphproperty.co.uk](mailto:enquiries@sphproperty.co.uk)  
DX No. 512600 DX Exchange Glasgow-5 Legal Post LP 4 Glasgow-1  
Registered address: 16 Charlotte Square Edinburgh EH2 4DF



### IMPORTANT PROTECTION

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out the minimum standards which organizations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

### The Code's Main Commitments

The Search Code's key commitments say that search organizations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property
- Deal promptly with queries raised on search reports
- Handle complaints speedily and fairly
- At all times maintain adequate and appropriate insurance cover to protect you
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

### Keeping to the Search Code

How search organizations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your search organization failing to keep to the Code.

### Contact Details

The Property Codes Compliance Board.

Please contact:

Telephone - 020 7917 1817

Email - [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk) <<mailto:info@propertycodes.org.uk>>

You can also get more information about the Property Codes Compliance Board from our website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk)  
<<http://www.propertycodes.org.uk>>

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

**STEWART TITLE LIMITED**  
**Stewart House, Pynes Hill, Exeter, Devon, EX2 5AZ**

**PERSONAL LOCAL SEARCH INDEMNITY POLICY**

**BLOCK POLICY**

**Policyholder: SPH (Scotland) Limited**

**Policy Number: LSVP/0511/16900**

**Policy Date: 1 August 2007**

This Block Policy of Insurance is granted to the Policyholder under which cover will be granted to an Insured accordance with the details provided by the Policyholder on the Bordereau referred to within. Cover is ~~sub~~ to the Terms and Conditions and Exclusions of this Block Policy, and any Memoranda endorsed on the Policy. This Pc is effective from the Policy Date and continues until terminated. Cover to the Insured is granted from the da specified in the Bodereau.

Signed for and on behalf of  
**STEWART TITLE LIMITED**

**a**

**Authorised Signatory**

## **DEFINITIONS:**

In this Policy, the words and phrases listed below shall have the following meanings:-

Adverse Entry:	<p>Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed</p> <p>(a) by the Local Authority to the Organisation carrying out the Personal Search due to:-</p> <p>(i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part; or</p> <p>(ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part and therefore was not disclosed in the Personal Search; or</p> <p>(b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.</p>
Bordereau:	The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.
Buyer or Potential Buyer:	The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation. A Potential Buyer is one who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation in contemplation of buying the Property.
Company:	Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.
Deficit:	The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.
Effective Date:	For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage
Insured:	For a purchase the Seller, referred to in the Endorsement, the Buyer and the Buyer's Lender and the Potential Buyer. For a remortgage the Lender only.
Lender:	The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower and the Lender by which a mortgage advance is secured on the Property .
Local Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.
Market Value:	The average of the estimates from two independent Valuers of the open market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date that the Company is notified of an Adverse Entry or the date of the sale of the Property by the Insured whichever is the earlier.
Maximum Liability:	<p>(i) Where the transaction is a purchase the purchase price, or</p> <p>(ii) Where the transaction is a remortgage the mortgage advance, or</p> <p>(iii) The liability limit requested by the Insured or its advisors or agents</p> <p>(iv) £2,000,000.00 (unless otherwise agreed in writing)</p> <p>whichever is the lesser</p>
Knowledge:	Actual knowledge not imputed by statute.

Property: A private residential dwellinghouse situated in England or Wales the address of which is stated in the Bordereau.

Personal Search: A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf

#### **COVER:**

Where the Insured or Policyholder notifies the Company of an Adverse Entry and, in the case of a Buyer or Potential Buyer suffers a loss as detailed below and in the case of a Lender suffers a Deficit following the sale of the Property the Company will indemnify:

- (i) The Buyer against a loss being
  - a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry,
  - b. The amount of any financial charge (s) registered as an Adverse Entry against the Property at the Effective Date
  - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry
  - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry
  - e. Any costs incurred by the Insured in establishing the Market Value which have been previously agreed in writing by the Company.

Where more than one person is included in the definition of Buyer the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
  - a. The Deficit
  - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i) or (ii) above that the liability of the Company shall not exceed the Maximum Liability as provided further that where, in a purchase scenario, both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this Policy to the other.

- (iii) The Potential Buyer against any sums actually expended by the Potential Buyer in contemplation of buying the Property subject to the Maximum Liability.

#### **EXCLUSIONS:**

The Company shall not be liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had knowledge as at the Effective Date or
- b. In respect of any matter which is actually revealed by the Personal Search relating to questions referred to therein or
- c. In respect of any Adverse Entry which arises after the Effective Date or
- d. In respect of any matter which would not have been revealed in any answers to the questions raised in an LLC1 or CON 29 Parts 1 and 2
- e. Where the cover is in respect of a remortgage the cover provided by this policy will be for the Lender only.

#### **WARRANTIES:**

It is warranted by the Organisation that it has supplied a Personal Search in response to a request therefor and that it has supplied a copy of the Policy to those Insured or their legal representatives requesting the same.

### **CONDITIONS :**

1. The Insured, the Organisation or Policyholder shall notify the Company as soon as reasonably practicable of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled following reasonable notice in writing to inspect the files and records of the Organisation or the Policyholder relating to this Policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the Policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the Policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this Policy are true.
4. The Policy covers only those Personal Searches which have been declared to the Company in the Bordereau and sent to the Company within 21 days after the end of the calendar month in which the Effective Date falls together with the premium due.
5. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this Policy in respect of the Property which is the subject of the claim shall become void with immediate effect.
6. This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
7. Either party may terminate the Policy by giving to the other three calendar months notice in writing. All cover effected up to the date of termination will continue in full force and effect.

### **SUBROGATION UPON PAYMENT OR SETTLEMENT :**

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this Policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this Policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
  - a. The Insured has acted fraudulently
  - b. The Insured is in breach of his warranties contained in this Policy

### **COMPLAINTS PROCEDURE :**

Any enquiry or complaint you may have regarding this insurance may be addressed to: -

**Stewart Title Limited  
Stewart House, Pynes Hill  
Exeter  
EX2 5AZ  
Telephone: 01392 680680**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is: -

**Insurance Ombudsman Bureau  
City Gate One  
135 Park Lane  
London  
SE1 9EA**