

Applicant

Burd Ward Solicitors
23-25 Seaview Road
Wallasey
Wirral
Merseyside
CH45 4QT

Search Reference

79-138946

Date Printed

12-Jun-2023

Your Reference

JA/18147/1 FERGUSON

Land or Property Against Which Enquiries are Made

196 Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG

Searches Included

Location Plan

Local Authority Search Produced By Pali

Drainage & Water Search (Con29DW) Produced by Pali

Groundsure Commercial SiteGuard <5 Ha

Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL

OS Location Plan

Address	Search Number
196 Wallasey Road Wallasey CH44 2AG	79-138946



Map Information

Eastings: 329917.025
Northings: 391939.8



Regulated Local Authority Search

Applicant

Burd Ward Solicitors
23-25 Seaview Road
Wallasey
Wirral
Merseyside
CH45 4QT

Search Reference

79-138946

Date Report Compiled

30/09/2021

Your Reference

JA/18147/1 FERGUSON

Land or Property Against Which Enquiries are Made

196 Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG

Local Authority

Local Land Charges, Environmental Services
Wirral Metropolitan Borough Council
TSU
PO Box 290
Brighton Street
Wallasey
CH27 9FQ

Report Compiled By

Megan Burrows
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL



SUMMARY SHEET

This Search Report provides information on planning and other matters relating to the subject property only. The Search Report does not cover other properties in the vicinity. Information relating to other properties in the vicinity can be provided on receipt of a separate search request.

Local Land Charges Register Entries

Search of the Local Land Charges Register

A search of Parts 1-12 of the Local Land Charges Register reveals that there is 1 subsisting registration up to and including the date of this report.

Part 4 - Miscellaneous Charges

Description: Clean Air Act 1956 Section 11 Smoke Control Order.

Planning Department Information

The Local Authority makes Planning Records available from 1974 only. The records have been searched back to that date only.

Planning Permission

Reference: [APP/11/00314](#)
Location: Gasphit Gas Appliances, 196 Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG
Description: Change of use of to hot food takeaway (chip shop, Use Class A5) and change of use of single dwelling above into two separate dwellings
Decision: Refused
Decision Date: 21st June 2011
Registered: 15th March 2011
Appeal Decision: Dismissed

ADDITIONAL INFORMATION:

Under the Town and Country Planning (General Permitted Development) Order 1995, conditions that form part of a planning application approval can withdraw certain permitted development rights. If any planning applications that contain these types of conditions are relevant and the information is readily available, they will be listed on this report under the question 3.9j. Easily accessible Planning Decision Notices relevant to the search site have been uploaded to this Local Search.

PLEASE NOTE: Copies of Planning Application Decision Notices are not always readily available to view and may be held in Council archive. If information on planning applications and permitted development is required, please contact a member of PALI who will be happy to make enquiries to the Council Planning Department.

Building Regulations Information

The Local Authority makes Building Control Records available from 1986 only. The records have been searched back to that date only.

Reference: CPS/09/14970/C
Location: Gasphit, 196-198 Wallasey Road, WALLASEY, Merseyside, CH44 2AG
Description: NAPIT Re-wire Flat Dwelling
Application: Competent Persons Scheme
Completed Date: 23rd November 2009

ADDITIONAL INFORMATION: Details/full details of records relating to Building Control Registrations and Competent Person Schemes maybe incomplete or not held by this authority. Any Information provided is a complete list of the records the council hold in relation to this property to date. Enquiries should also be made of any such information that may be held by the owner/occupier or Developer

Any information relating to FENSA has been obtained directly from FENSA
Any Information relating to OFTEC has been obtained directly from OFTEC
Any Information relating to GASAFE has been obtained directly from GASAFE
Any Information relating to HETAS has been obtained directly from HETAS
Any information relating to NICEIC/ELECSA has been obtained directly from NICEIC

Informative: NICEIC/ELECSA online records may not have notifications available over 6 years old

SUMMARY SHEET - CONTINUED

Other Details

Question 1.2 Planning Designations and Proposals

The Unitary Development Plan (UDP) is an old-style statutory land-use plan prepared under the Town and Country Planning Act 1990 and adopted in February 2000. It allocates land for development and provides the policy framework for the Council's decisions on individual planning applications. The majority of the policies and proposals of the adopted Unitary Development Plan were 'saved' to remain in force.

The Local Development Framework (LDF) is a collection of Local Development Documents that together set out the vision and spatial strategy for future development in the Borough. They will gradually replace the Unitary Development Plan.

Wirral Metropolitan Borough Council Unitary Development Plan (UDP) adopted February 2000

The property is situated within:

Primarily Residential Area

The property is situated within 200m:

Key Town Centre.
Urban Greenspace.

Question 2 Roads

Wallasey Road is a highway maintainable at public expense.
Access to the rear of the property is maintainable at public expense.

Question 3.5 Nearby Railway Schemes

Yes, as part of the Wirral Waters Regeneration Project, Peel Holding have proposals for a light rail system known as "Wirral Streetcar". For further information and a schematic please refer to <http://www.wirralwaters.co.uk/projects/wirral-street-car/>

Peel Land & Property
Peel Dome, The Trafford Centre
Manchester M17 8PL
Tel: +44(0)161 629 8200

Proposed High Speed Two (HS2) Rail Line
Distance: 31.51km from nearest section:
(Phase 2a - HSM22 Lowton to Bamfurlong)

Question 3.10 Community Infrastructure Levy (CIL)

Informative: The council has not yet made a decision on whether to introduce a Community Infrastructure Levy in Wirral. However, a baseline Local Plan and Community Infrastructure Levy Economic Viability Study has been produced.

Question 3.16 EPC Green Deal

The property DOES NOT have an Energy Performance Certificate (EPC) registered against it

Law Society CON 29 Enquiries of the Local Authority (2016)

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 or agreements?

- | | |
|---|-------------------|
| a) a planning permission; | See Summary Sheet |
| b) a listed building consent; | None post 1974 |
| c) a conservation area consent; | None post 1974 |
| d) a certificates of lawfulness of existing use or development; | None post 1974 |
| e) a certificate of lawfulness of proposed use or development; | None post 1974 |
| f) a certificate of lawfulness of proposed works for listed buildings | None post 1974 |
| g) a heritage partnership agreement | None post 1974 |
| h) a listed building consent order | None post 1974 |
| i) a local listed building consent order | None post 1974 |
| j) building regulation approval; | None post 1986 |
| k) a building regulation completion certificate; and | None post 1986 |
| l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | See Summary Sheet |

1.2 Planning Designations and Proposals

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?

See Summary Sheet

2 Roads

2.1 Which of the roads, footways and footpaths named in the application for this search are:

INFORMATIVE: If a road, footpath or footway is not a highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

- | | |
|--|-------------------|
| (a) highways maintainable at public expense; | See Summary Sheet |
| (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 |

Additional Information

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?

No

2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?

No

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

No

2.5 If so, please attach a plan showing the approximate route

N/A

INFORMATIVE: A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. Additional public rights of way may exist other than those shown on the definitive map.

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

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for road works?

No

3.3 Drainage Matters

Additional Information

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

Not Known

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

Not Known

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

Not Known

INFORMATIVE: Schedule 3 of the Flood and Water Management Act 2010 has yet to be enacted, therefore the Council is not legally required to record details of property related SuDS. However, some information relating to property SuDS may have been submitted with the relevant planning application and Section 106 Agreements. The Lead Local Flood Authority provides a recommendation in relation to surface water to the Local Planning Authority (LPA) on major planning applications only. Beyond this, it is the LPAs responsibility to ensure that buildings are constructed in accordance with the relevant planning permission and to enforce any planning conditions relating to the maintenance of SuDS.

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;

No

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

No

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:-

No

(i) construction of a roundabout (other than a mini roundabout), or
(ii) widening by construction of one or more additional traffic lanes

(d) the outer limits of:-

No

(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;

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

No

(f) the outer limits of:-

No

(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?

Note: A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

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 are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	See Summary Sheet
(c) Please state the approximate distance from the property to the nearest point of the proposed HS2 (High Speed Rail Network)	Distance: 42.53km from nearest section: Phase 2b - HSM28A Winterbottom to Rostherne 1 of 2 (HS2 Route Phase 2)

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 the application for this search and are within 200 metres of the boundaries of the property?

INFORMATIVE: In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport without involving the Council

(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) resident parking controls;	No
(i) minor road widening or improvements;	No
(j) pedestrian crossings;	No
(k) cycle tracks; or	No
(l) bridge building?	No

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; or	No
(f) public health	No
(g) flood and coastal erosion risk management	No

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?	No
--	----

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; | No |
| (b) a stop notices; | No |
| (c) a listed building enforcement notice; | No |
| (d) a breach of condition notice; | No |
| (e) a planning contravention notice; | No |
| (f) another notice relating to breach of planning control; | No |
| (g) a listed building repairs notice; | No |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | No |
| (i) a building preservation notice; | No |
| (j) a direction restricting permitted development; | No |
| (k) an order revoking or modifying a planning permission; | No |
| (l) an order requiring discontinuance of use or alteration or removal of building works; | No |
| (m) tree preservation order; or | No |
| (n) proceedings to enforce a planning agreement or planning contribution? | No |

3.10 Community Infrastructure Levy (CIL)

Additional Information

See Summary Sheet

- | | |
|---|-----|
| (a) Is there a CIL charging schedule? | No |
| (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? | N/A |
| (ii) a notice of chargeable development? | N/A |
| (iii) a demand notice? | N/A |
| (iv) a default liability notice? | N/A |
| (v) an assumption of liability notice? | N/A |
| (vi) a commencement notice? | N/A |
| (c) Has any demand notice been suspended? | N/A |
| (d) Has the Local Authority received full or part payment of any CIL liability? | N/A |
| (e) Has the Local Authority received any appeal against any of the above? | N/A |
| (f) Has a decision been taken to apply for a liability order? | N/A |
| (g) Has a liability order been granted? | N/A |
| (h) Have any other enforcement measures been taken? | N/A |

3.11 Conservation Area

Do the following apply in relation to the property-

- | | |
|---|----|
| (a) the making of the area a conservation area before 31 August 1974 | 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 |
|---|----|

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;
- (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
- (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?

3.14 Radon Gas

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

3.15 Assets of Community Value

- (a) Has the property been nominated as an asset of community value? If so:-
 - (i) Is it listed as an asset of community value?
 - (ii) Was it excluded and placed on the "nominated but not listed" list?
 - (iii) Has the listing expired?
 - (iv) Is the Local Authority reviewing or proposing to review the listing?
 - (v) Are there any subsisting appeals against the listing?
- (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?
 - (ii) Has the Local Authority received a notice of disposal?
 - (iii) Has any community interest group requested to be treated as a bidder?

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 reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated. You are advised to undertake an Environmental Search Report

No
No
No
No
No

INFORMATIVE: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

No
No
No
No
No
No
No
No
No
No
No
No

Appendix - Further Information About This Search

i) Statement of Relationship

Please find below a description of any relationships between the "Applicant" named on Page 1 of this report and persons involved in the composition of this search.

None

ii) Records Inspected

Records have been inspected held by the Local Authority in compiling this report.
In addition to these the following records have also been inspected to answer the questions indicated:

Question 1.1 (I)	Question 1.1 (I)	Question 1.2	Question 3.14
FENSA Limited 54 Ayres Street London SE1 1EU Tel: 020 7645 3700	NICEIC Head Office Warwick House Houghton Hall Park Houghton Regis Dunstable LU5 5ZX Tel: 0870 013 0382	Environmental Agency National Customer Contact Centre PO Box 544 Rotherham S60 1BY Tel: 03708 506 506	Health Protection Agency Centre for Radiation, Chemical and Environmental Hazards Chilton Didcot Oxon OX11 0RQ Tel: 01235 831600

iii) Persons/Companies Involved in the compilation of this search

Below are the names and addresses of anyone involved in the compilation of this search:

Megan Burrows
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL

Tel: 0800 023 5030

iv) Complaints Procedure

Information for customers

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- * Acknowledge your complaint within 5 working days of receipt.
- * Normally deal with your complaint fully and provide a final response, in writing, within 20 working days of receipt. If we need more time, we will keep you fully informed in writing or via telephone or email as you prefer.
- * Liaise with anyone acting formally on your behalf, if you ask us to.
- * Send you a final response on the complaint in writing, at the very latest within 40 working days of receipt.

If you are not satisfied with our final response, or if we exceeded the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk, website www.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:

Customer Services,
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
CH44 5UL
Tel: 0151 691 1170
Email: nick@paliltd.com

Terms and Conditions

For the purpose of these terms and conditions any reference to 'Pali' means Pali Ltd, any Pali Franchise and any third party organisations, search agencies, associates or employees used during the course of legitimate business. Report means any Search or Information prepared in respect of the property. Property means the address or location supplied by the Customer or Client in the Order for the report. The Local Authority means the local authority referred to in the report. Customer means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client. Client means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property. We, us and our are references to Pali.

- * Pali provides information and services relating to Property Searches carried out on properties in England and Wales only. In providing search reports and services Pali will comply with the Search Code
- * Search requests must be made via paliltd.com, fax, email or post/DX. A full postal address and location plan is required. If no plan is supplied Pali will accept no responsibility for any errors or omissions in the search which result from this.
- * All of Pali's third party organisations and search agencies work to the same contract and service level agreements.
- * Where the client requests 'copy documents' from the Local Authority, a fee will be charged. Pali undertakes to inform the client of any such information upfront.
- * Where the client requests additional Con 29 part II optional enquiries an additional fee will be charged. Pali undertakes to inform the client of the additional fees for obtaining such information upfront.
- * Pali aims to return all search results within ten working days. However, this may not always be feasible due to the Local Authority appointment systems or other reasons outside of Pali's control. Pali will not accept liability for any loss, financial or otherwise, incurred by the client, as result of delayed search results.
- * Search reports remain the property of Pali until agreed terms have been fulfilled.
- * Pali reserves the rights to withhold results until payment has been received.
- * Each search is deemed to be an individual contract governed by English Law.
- * Any negligent or incorrect entry in the records searched remains the responsibility of the record holders as named in box A and Appendix ii. However please see below *
- * Pali will be liable for any negligent or incorrect interpretation of the records searched.
- * Pali will be liable for any negligent or incorrect recording of that interpretation in the search report.
- * Pali will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:
 - The information in the Report reflects that available to us on the date the report was produced.
 - The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
 - The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- * Pali have insurance in place to protect the Client against negligence by us and with regard to information to be included in the Report.

Independent dispute resolution

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Important Consumer Protection Information

This search has been produced by:

Megan Burrows, Pali Ltd, 2-4 Croxteth Avenue, Wallasey, Wirral, Merseyside, CH44 5UL, 0800 023 5030 which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered 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/or selling search reports have to meet
- * promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- * enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services

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

The Code's core principles

Firms which subscribe to the Search Code will:

- * Display the Code logo prominently on their search reports.
- * Act with integrity and carry out work with due skill, care and diligence.
- * At all times maintain adequate and appropriate insurance to protect consumers.
- * Conduct business in an honest, fair and professional manner.
- * Handle complaints speedily and fairly.
- * Ensure that 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 Pali, and if appropriate ask for any complaint to be considered under our 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 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
Email: info@tpos.co.uk
Web: www.tpos.co.uk

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

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

Personal Search Insurance

Schedule

Policy Number: PSI 53030

Insurer	Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
Search Provider	The company who issued the Search Report.
Insured/You/Your	The person or organisation for whom the Search Report was produced who may be: (i) the owner, lessee or occupier of the Property (ii) the potential or actual buyer of the Property (iii) a Mortgagee.
Property	196, Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG.
Limit of Indemnity	The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00.
Premium	£1.95 inclusive of IPT (Insurance Premium Tax).
Inception Date	30/09/2021 being the date that the Search Report was compiled.
Period of Insurance	From the Inception Date and continuing for the period of Your interest in the Property or until an Alternative Report is obtained whichever occurs first.
Insured Use	The use of the Property for residential/commercial or mixed use purposes.

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it.

Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

Administrator/We/Us	CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910.
Adverse Matter	<ol style="list-style-type: none"> 1. Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report: <ol style="list-style-type: none"> (i) because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Inception Date; and/or (ii) because the Appropriate Authority for the CON29DW did not provide answers to the following questions, for the purposes of the CON29DW Search Report as at the policy Inception Date: <ol style="list-style-type: none"> a) 2.5.1 - Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?; and/or b) 2.8 - Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?; and/or c) 2.9 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works?; and/or d) 3.4 - Is the property at risk of receiving low water pressure or flow?; and/or e) 4.5 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Alternative Report	A Search Report carried out on the Property after the Inception Date.
Appropriate Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.
Fair Market Value	The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.
Loss	Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.
Mortgagee	Any financial institution which has a mortgage or charge secured on a Property on or after the Inception Date.
Official Search Report	Direct responses from an Appropriate Authority to an application made to it under forms LLC1, CON29 & CON29(DW).
Registers	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
Search Report	The information provided by the Search Provider in respect of the information obtained from the local authority and/or the drainage and water company with regards to search forms LLC1, CON29 & CON29(DW).

Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 14 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

Protection for Mortgagees and Successors in Title

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to an Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

Exclusions

- The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
 - disclosed to You in Your Search Report; and/or
 - which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - which first arose after the Inception Date; and/or
 - which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - contained in any other report under forms LLC1, CON29 & CON29(DW) provided to You or Your advisers prior to the Inception Date; and/or
 - any matter that would not have been disclosed under forms LLC1, CON29 & CON29(DW).
- Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- Any consequential Loss or penalty interest suffered by You.

Claims Conditions

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

- It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.

2. The Insurer will be entitled to participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
 - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
 - (ii). not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
 - (iii). give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Insured Risk or Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
 - (iv). inform the Insurer of any proposed meeting with any third party in relation to an Insured Risk or Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
 - (v). conduct all negotiations and proceedings in respect of an Insured Risk or Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;
 - (vi). provide the Insurer with such other information and assistance in connection with an Insured Risk or Adverse Interest as the Insurer may reasonably request.
3. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
4. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

General Conditions

The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay. .
2. It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
 - a. disclose the existence of this Policy, other than to:
 - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
 - ii. the Insured's mortgagees or, prospective mortgagees,
 - iii. prospective purchasers, their mortgagees/prospective mortgagees,
 - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
 - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
 - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
 - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
3. This Policy will 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.
4. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
5. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
6. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
7. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
8. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
9. If any dispute arises as to Fair Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
10. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email complaints@ergo-commercial.co.uk, by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, 13th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

If You are still dissatisfied then You may have a right to refer Your complaint to:
The Financial Ombudsman Service

Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit our website <https://www.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA or by email: compliance@clspropertyinsight.co.uk or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of Data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your Data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: Personal Search Insurance

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

The policy provides cover for loss arising as a result of:-

- i. inaccurate information being disclosed in your local authority and or drainage and water search at the inception date which your search provider relied upon when compiling your search report which later causes a reduction in market value to the property; and or
- ii. missing answers to certain questions of the your drainage and water search (please refer to "Adverse Matter" in the full policy document for the relevant questions) at the inception date, following the drainage and water authority not providing answers which later causes a reduction in market value to the property.



What is insured?

- ✓ You are insured for financial loss which you may suffer as a result of your local authority and/or drainage and water search having been compiled with data that was defective from the local authority and/or the drainage and water company, which your search provider then relied upon and used to compile your search, including:
 - ✓ Loss in market value;
 - ✓ Legal or professional costs;



What is not insured?

- ✗ The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- ✗ The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- ✗ The Insurer will not cover claims:
 - ✗ resulting in from information which was disclosed to You in Your Search Report; and/or
 - ✗ where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - ✗ which first arose after the Inception Date; and/or
 - ✗ which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - ✗ contained in any other local authority and/or drainage and water search provided to You or Your advisors prior to the Inception Date; and/or
 - ✗ any matter that would not have been disclosed under forms LLC1, CON29 & CON29(DW).
- ✗ Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- ✗ Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ You consequential Loss or penalty interest suffered by You.



Are there any restrictions on cover?

- ! You must only use the property for the insured use.
- ! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.



Where am I covered (Geographical Limits)?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured or, until another search report has been obtained whichever occurs first.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.

Initial Disclosure Document

To the Intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the Policyholder

Who are we? CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk.

Whose policies we offer? We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What Services do we provide? We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.

The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at complaints@clspropertyinsight.co.uk. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Head of Compliance, Great Lakes Insurance SE, UK Branch, 13th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

**Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk.**

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

The Financial Services Compensation Scheme (FSCS) Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority.

Further details can be obtained from www.fscs.org.uk or by telephone on 0800 678 1100.

Regulated Drainage & Water Search (Con29DW)

Applicant

Burd Ward Solicitors
23-25 Seaview Road
Wallasey
Wirral
Merseyside
CH45 4QT

Search Reference

79-138946

Date Report Compiled

29 Sep 2021

Your Reference

JA/18147/1 FERGUSON

Land or Property Against Which Enquiries are Made
196 Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG

Sewerage Undertaker

United Utilities Ltd
Haweswater House
Lingley Mere Business Park
Lingley Green Avenue
Warrington
WA5 3LP

Report Compiled By

Nicole Cran
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL



Question	Report Schedule	Answer
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Maps

1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map Included
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Map Included




Drainage

2.1	Does foul water from the property drain to a public sewer?	Yes
2.2	Does surface water from the property drain to a public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Yes
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	Not Applicable
2.7	Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.	No
2.8	Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	Not Recorded
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	2.82KM East South East WALLASEY

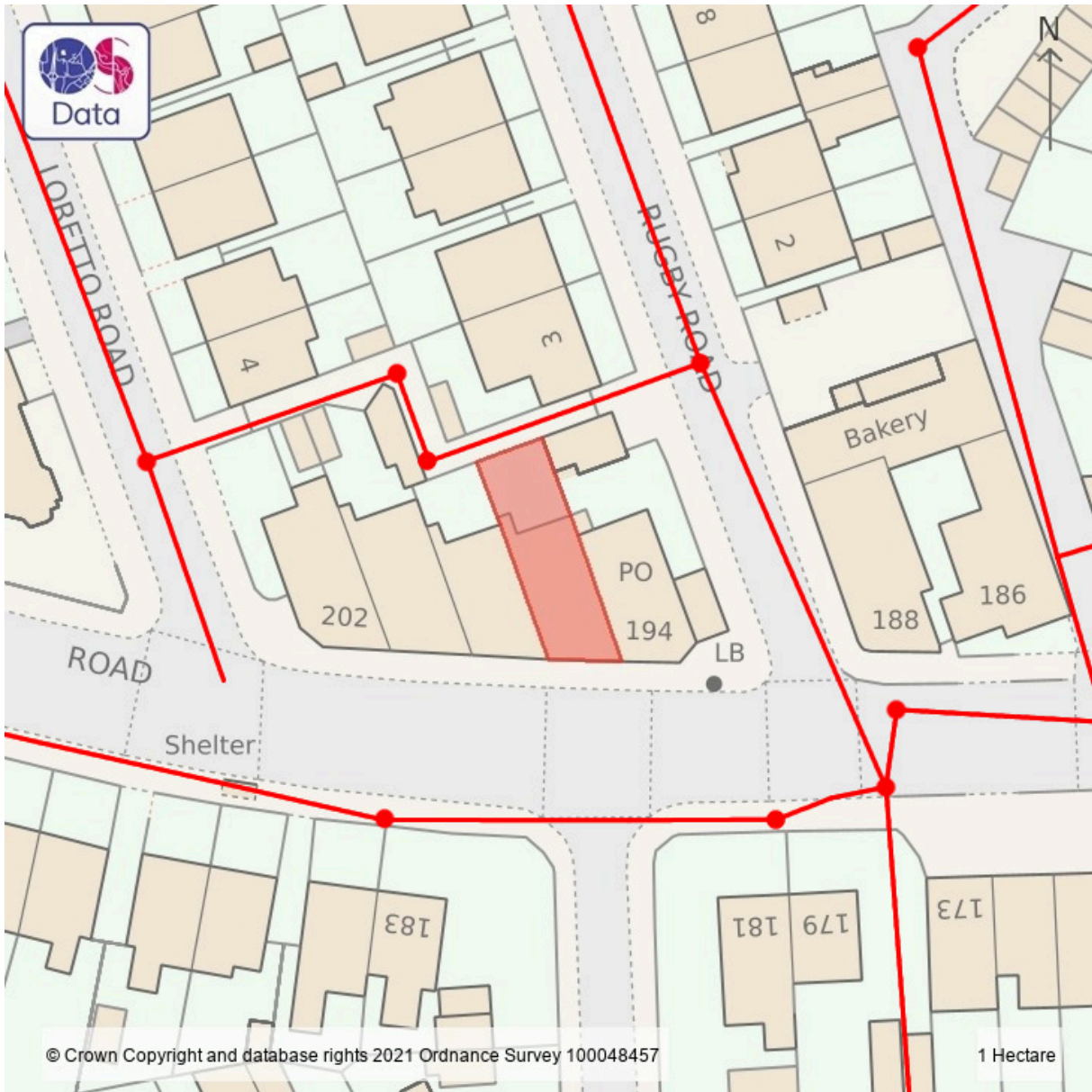
Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	Not Applicable
3.4	Is the property at risk of receiving low water pressure or flow?	Not Recorded
3.5	What is the classification of the water supply for the property?	105.00 CaCO₃mg/l (Slightly Hard)
3.6	Please include details of the location of any water meter serving the property.	See Details
4.1S	Who are the Sewerage Undertakers for the area?	United Utilities
4.1W	Who are the Water Undertakers for the area?	United Utilities
4.2	Who bills the property for sewerage services?	Water Plus Ltd
4.3	Who bills the property for water services?	Water Plus Ltd
4.4	What is the current basis for charging for sewerage and water services at the property?	Metered
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No

Key

	This response represents the typical situation for a property.
	The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.
	This response represents an uncommon situation for a property and the purchaser should carefully consider its implications.

Map of Public Sewer



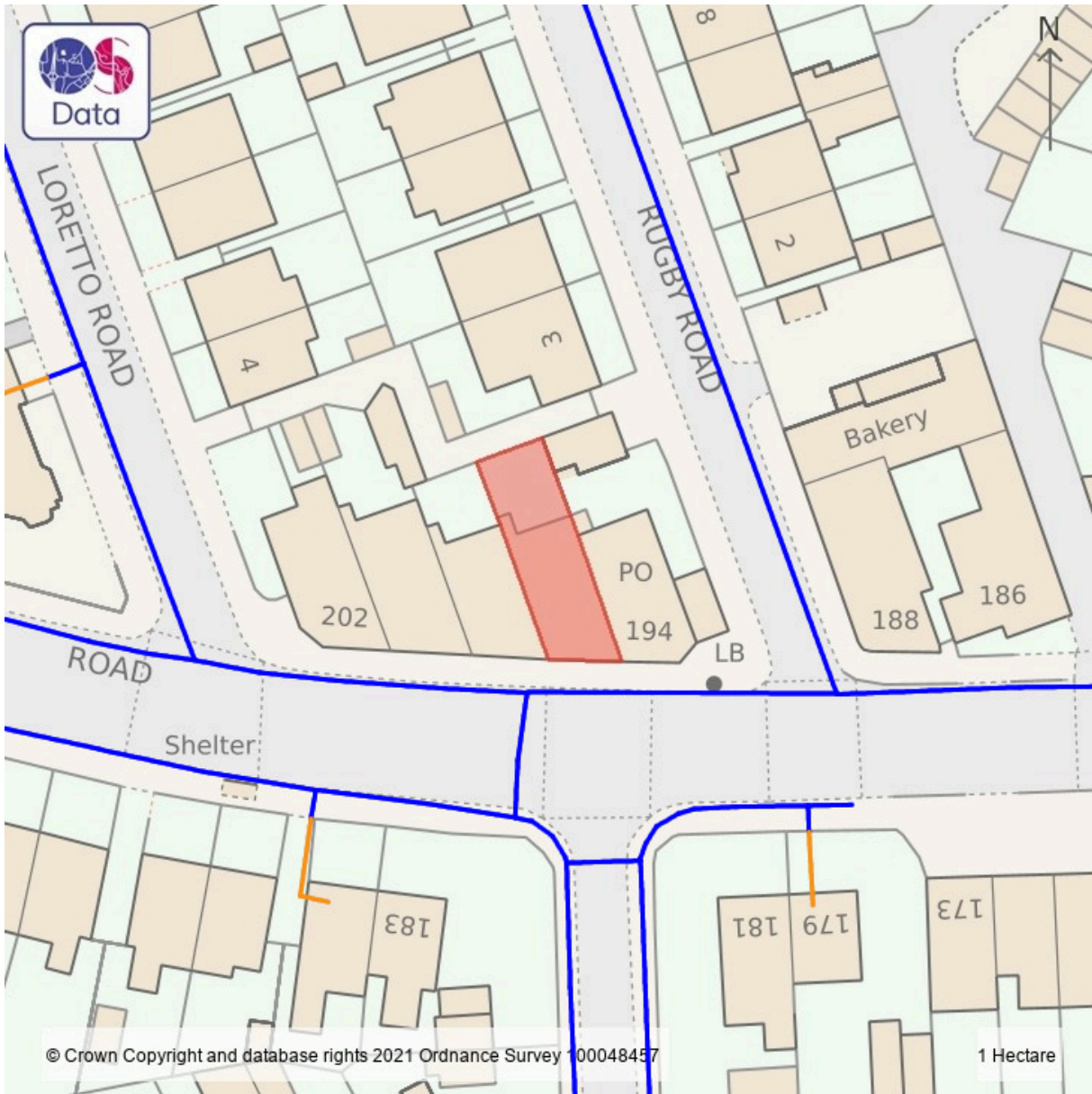
Sewer Key

Combined Sewer	
Foul Sewer	
Surface Water Sewer	
Section 104 Combined Sewer	
Section 104 Foul Sewer	
Section 104 Surface Water Sewer	
Rising Main Combined Sewer	
Rising Main Foul Sewer	
Rising Main Surface Water Sewer	
Private Combined Sewer	
Private Foul Sewer	
Private Surface Water Sewer	
Abandoned Sewer	
Water Course	
Highway Drain	
Sludge Main	








Pumping Station

Above is a copy of an extract from the public sewer map. The actual position of the underground apparatus may be different to the position shown as this is only approximate and is given in accordance with the best information currently available. This plan must not be relied upon in the event of excavations or other works within the vicinity of the water companies assets or apparatus. Pali will not accept liability for any damage caused by the actual positioning being different from those shown.

Map of Water Mains



Water Mains Key

Distribution Main	
Trunk Main	
Non Potable Main	
Proposed Main	
Abandoned Main	
Aqueduct	
Private Pipe	

Above is a copy of an extract from the public water map. The actual position of the underground apparatus may be different to the position shown as this is only approximate and is given in accordance with the best information currently available. This plan must not be relied upon in the event of excavations or other works within the vicinity of the water companies assets or apparatus. Pali will not accept liability for any damage caused by the actual positioning being different from those shown.

Question 1.1**Where relevant, please include a copy of an extract from the public sewer map.**

[A copy of an extract of the public sewer map is included in which the location of the property is identified.](#)

Informative	<p>Public Sewers are defined as those for which United Utilities Ltd holds statutory responsibility under the Water Industry Act 1991.</p> <p>United Utilities Ltd is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.</p> <p>Sewers indicated on the extract from the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information.</p> <p>The presence of a public sewer running within the boundary of the property may restrict further development within it.</p>
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Question 1.2**Where relevant, please include a copy of an extract from the map of waterworks.**

[A copy of an extract of the map of the waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.](#)

Informative	<p>The "water mains" in this context are those which are vested in and maintainable by the water company (United Utilities Ltd) under statute.</p> <p>Assets other than public water mains may be shown on the plan, for information only.</p> <p>United Utilities Ltd are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.</p> <p>The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.</p> <p>United Utilities Ltd have a statutory right of access to carry work on their assets, subject to notice This may result in employees of United Utilities Ltd or its assets, subject to notice. This may result in employees of United Utilities Ltd or its contractors needing to enter the property to carry out work.</p>
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Question 2.1**Does foul water from the property drain to a public sewer?**

[Records indicate that foul water from the property drains to a public sewer.](#)

Informative	<p>United Utilities Ltd are not responsible for any private drains and sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer that also serves other properties. These may pass through land outside the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.</p> <p>If foul water does not drain to the public sewerage system, the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.</p> <p>An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.</p>
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Question 2.2**Does surface water from the property drain to a public sewer?**

[Records indicate that surface water from the property does drain to a public sewer.](#)

Informative	<p>The information required to answer this question is generally obtained from Water Plus Ltd's billing records. If for any reason it is suspected that this information is incorrect, please contact the sewerage billing company (Water Plus Ltd) Sewerage Undertakers (United Utilities Ltd) are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.</p> <p>The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer that also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.</p> <p>In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.</p> <p>If surface water does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.</p> <p>An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system</p>
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Question 2.3**Is a surface water drainage charge payable?**

[Records confirm that a surface water drainage charge is payable for the property.](#)

Informative	<p>Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.</p> <p>Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges.</p>
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Question 2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property.

Informative	The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development. United Utilities Ltd has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.
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Question 2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within the boundaries of the property. However, from 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time.

Informative	The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied. The presence of a pumping station within the boundary of the property may restrict further development within it. The sewerage undertaker (United Utilities Ltd) has a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of United Utilities Ltd or its contractors needing to enter the property to carry out work. From 1 October 2016 sewerage undertaker (United Utilities Ltd) will be responsible for private pumping stations: - serve a single property, and are outside the property boundary or - serves two or more properties It should be noted that only private pumping stations installed before 1 July 2011 will be transferred into the ownership of United Utilities Ltd.
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Question 2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

Informative	The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer. Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
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Question 2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within 50 metres of any buildings within the property. However, from 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time.

Informative	Private pumping stations installed before 1 July 2011 will be transferred into the ownership of United Utilities Ltd. The presence of a public pumping station within 50 metres of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.
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Question 2.6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

The property is part of an established development and is not subject to an adoption agreement.

Informative	This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities
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Question 2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

Informative	Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered
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Question 2.8 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

United Utilities have confirmed they do not hold a record of any properties being at risk of internal flooding due to overloaded public sewers within their supply area. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership it is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

Informative	<p>A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.</p> <p>"At Risk" properties are those that United Utilities Ltd is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by United Utilities Ltd's reporting procedure.</p> <p>Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.</p> <p>Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to United Utilities Ltd.</p> <p>Public Sewers are defined as those for which United Utilities Ltd holds statutory responsibility under the Water Industry Act 1991.</p> <p>It should be noted that flooding can occur from private sewers and drains which are not the responsibility of United Utilities Ltd. This report excludes flooding from private sewers and drains and United Utilities Ltd makes no comment upon this matter.</p>
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Question 2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works

The nearest sewage treatment works is 2.82KM to the East South East. The name of the nearest sewage treatment works is WALLASEY.

Informative	The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated. It should be noted that there may be a private sewage treatment works closer than the one detailed above that have not been identified.
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Question 3.1 Is the property connected to mains water supply?

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

Informative	United Utilities Ltd does not keep details of private supplies. The situation should be checked with the current owner of the property.
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Question 3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

Informative	The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used. The presence of a public water main within the boundary of the property may restrict further development within it. United Utilities Ltd have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of United Utilities Ltd, or its contractors, needing to enter the property to carry out work.
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Question 3.3 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

Informative	This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.
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Question 3.4 Is the property at risk of receiving low water pressure or flow?

United Utilities have confirmed they do not hold a record of any properties being at risk of receiving low water pressure or flow within their supply area. For further information it is recommended that enquiries are made of the vendor.

Informative	"Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. United Utilities Ltd report properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e., events which can cause pressure to temporarily fall below the reference level). Reference level: The reference level of service is a flow of 9l/min at a pressure of 10m head on the customer's side of the main stop tap (MST). The reference level applies to a single property. The reference level of service must be applied on the customer's side of a meter or any other United Utilities Ltd fittings that are on the customer's side of the main stop tap. Where a common service pipe serves more than one property, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. Surrogate for the reference level: Because of the difficulty in measuring pressure and flow at the MST, United Utilities Ltd may measure against a surrogate reference level. United Utilities Ltd should use a surrogate of 15m head in the adjacent distribution main unless a different level can be shown to be suitable. In some circumstances United Utilities Ltd may need to use a surrogate pressure greater than 15m to ensure that the reference level is supplied at the customer's side of the MST (for example in areas with small diameter or shared communication pipes). There are a number of circumstances under which properties identified as receiving low pressure should be excluded from the reported figure. The aim of these exclusions is to exclude properties which receive a low pressure as a result of a one-off event and which, under normal circumstances (including normal peaks in demand), will not receive pressure or flow below the reference level. United Utilities Ltd must maintain verifiable, auditable records of all the exclusions that they apply in order to confirm the accuracy and validity of their information. Allowable exclusions includes Abnormal demand, Planned maintenance, One-off incidents, Low pressure incidents of short duration and common supply.'
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Question 3.5 What is the classification of the water supply for the property?

The water supplied to this property has an average water hardness of 105.00 CaCO₃mg/l (Slightly Hard)

Informative	The hardness of water depends on the amount of calcium in it - the more it contains, the harder the water is. There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: http://www.dwi.gov.uk Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.
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Question 3.6 Please include details of the location of any water meter serving the property.

The water meter is located to the rear of the shop.

Informative	Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact Water Plus Ltd.
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Question 4.1S Who are the Sewerage Undertakers for the area?

United Utilities Water Ltd, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the sewerage and water undertakers for the area.

Question 4.1W Who are the Water Undertakers for the area?

United Utilities Water Ltd, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the sewerage and water undertakers for the area.

Question 4.2 Who bills the property for sewerage services?

The property is billed for sewerage services by Water Plus Limited, Two Smithfield, Leonard Coates Way, Stoke-On-Trent, ST1 4FD. Tel: 0345 672 2999. <https://www.water-plus.co.uk/>.

Question 4.3 Who bills the property for water services?

The property is billed for water services by Water Plus Limited, Two Smithfield, Leonard Coates Way, Stoke-On-Trent, ST1 4FD. Tel: 0345 672 2999. <https://www.water-plus.co.uk/>.

Question 4.4 What is the current basis for charging for sewerage and water services at the property?

The charges are based on actual volumes of water measured through a water meter (metered supply)

Informative	Water Plus Ltd's full charges are set out in their charges schemes which are available from them free of charge upon request.
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Question 4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

There will be no change in the current charging arrangements as a consequence of a change of occupation.

Appendix 1 - General Interpretation

1. (1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

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

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

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

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means-

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

(a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

"map of waterworks" means the map made available under Section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

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

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

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

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

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

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

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

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

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

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2 - Further Information About This Report

i) Statement of Relationship

Please find below a description of any relationships between parties involved in the sale of the property and persons involved in the composition of this search.

None

ii) Records Inspected

Records have been inspected held by United Utilities Ltd to assist with the compilation of this report. Additional information also been supplied by United Utilities Ltd which may have been provided verbally, by email or by post which is not generally accessible on public registers. In addition to these the following records have also been inspected to answer the questions indicated:

None

iii) Persons/Companies Involved in the compilation of this search

Below are the names and addresses of anyone involved in the compilation of this search:

Nicole Cran
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
Merseyside
CH44 5UL

Tel: 0800 023 5030

iv) Complaints Procedure

Information for customers

Pali is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

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.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk website www.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:

Customer Services
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
CH44 5UL

Tel: 0151 691 1170

Email: nick@paliitd.com



Terms and Conditions

For the purpose of these terms and conditions any reference to "Pali" means Pali Ltd, any Pali Franchise and any third party organisations, search agencies, associates or employees used during the course of legitimate business Report means any Search or Information prepared in respect of the property. Property means the address or location supplied by the Customer or Client in the Order for the report. The Water Company means United Utilities Ltd as the Sewerage and Water Undertakers. Customer means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client. Client means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property. We, us and our are references to Pali.

- Pali provides information and services relating to Property Searches carried out on properties in England and Wales only. In providing search reports and services Pali will comply with the Search Code.
- Search requests must be made via www.paliltd.com, fax, email or post/DX. A full postal address and location plan is required. If no plan is supplied Pali will accept no responsibility for any errors or omissions in the search which result from this.
- All of Pali's third party organisations and search agencies work to the same contract and service level agreements.
- Where the client requests 'copy documents' from the Water Company, a fee will be charged. Pali undertakes to inform the client of any such information upfront.
- Pali aims to return all search results within ten working days. However, this may not always be feasible due to the Water Company's appointment systems or other reasons outside of Pali's control. Pali will not accept liability for any loss, financial or otherwise, incurred by the client, as result of delayed search results.
- Search reports remain the property of Pali until agreed terms have been fulfilled.
- Pali reserves the rights to withhold results until payment has been received.
- Each search is deemed to be an individual contract governed by English Law.
- Any neglect or incorrect entry in the records searched remains the responsibility of United Utilities Ltd. However please see below *
- Pali will be liable for any neglect or incorrect interpretation of the records searched.
- Pali will be liable for any neglect or incorrect recording of that interpretation in the search report.
- Pali will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:
 - The information in the Report reflects that available to us on the date the report was produced.
 - The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
 - The position and depth of the apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only. No warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the and the maps must not be relied on in the event of excavation or other works made in the vicinity of the Water Company's apparatus.
 - The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- Where the Water Company does not allow public inspection of this information citing The Data Protection Act, the information is likely to be available if a Con29DW Search is purchased directly from United Utilities Ltd. Pali can arrange for this if required.
- Pali have insurance in place to protect the Client against negligence by us and with regard to information to be included in the Report.

Independent dispute resolution

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Important Consumer Protection Information

This search has been produced by Pali Ltd, 2-4 Croxteth Avenue, Wallasey, Wirral, Merseyside, CH44 5UL which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered 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/or selling search reports have to meet.
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that 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 Pali, and if appropriate ask for any complaint to be considered under our 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 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
Email: info@tpos.co.uk
Web: www.tpos.co.uk

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

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



Personal Search Insurance

Schedule

Policy Number: PSI 52891

Insurer	Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
Search Provider	The company who issued the Search Report.
Insured/You/Your	The person or organisation for whom the Search Report was produced who may be: (i) the owner, lessee or occupier of the Property (ii) the potential or actual buyer of the Property (iii) a Mortgagee.
Property	196, Wallasey Road, Wallasey, Wirral, Merseyside, CH44 2AG.
Limit of Indemnity	The Fair Market Value of Your Property at the Inception Date subject to a maximum of £2,000,000.00.
Premium	£1.95 inclusive of IPT (Insurance Premium Tax).
Inception Date	29/09/2021 being the date that the Search Report was compiled.
Period of Insurance	From the Inception Date and continuing for the period of Your interest in the Property or until an Alternative Report is obtained whichever occurs first.
Insured Use	The use of the Property for residential/commercial or mixed use purposes.

This Policy is the contract between You and the Insurer and it includes the Schedule and any endorsement, extension, plan or appendix issued with it.

Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy.

Administrator/We/Us	CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910.
Adverse Matter	<ol style="list-style-type: none"> 1. Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Search Report had one been carried out in relation to the Property on the policy Inception Date, but was not disclosed in the Search Report: <ol style="list-style-type: none"> (i) because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the policy Inception Date; and/or (ii) because the Appropriate Authority for the CON29DW did not provide answers to the following questions, for the purposes of the CON29DW Search Report as at the policy Inception Date: <ol style="list-style-type: none"> a) 2.5.1 - Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?; and/or b) 2.8 - Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?; and/or c) 2.9 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works?; and/or d) 3.4 - Is the property at risk of receiving low water pressure or flow?; and/or e) 4.5 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Alternative Report	A Search Report carried out on the Property after the Inception Date.
Appropriate Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search Report.
Fair Market Value	The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.
Loss	Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.
Mortgagee	Any financial institution which has a mortgage or charge secured on a Property on or after the Inception Date.
Official Search Report	Direct responses from an Appropriate Authority to an application made to it under forms LLC1, CON29 & CON29(DW).
Registers	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
Search Report	The information provided by the Search Provider in respect of the information obtained from the local authority and/or the drainage and water company with regards to search forms LLC1, CON29 & CON29(DW).

Cover

Provided the Premium and Insurance Premium Tax have been paid to the Administrator within 14 days of the Inception Date or another period to which the Insurer has agreed in writing, the Insurer will indemnify the Insured for Loss.

Protection for Mortgagees and Successors in Title

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to an Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

The Insurer will not refuse to pay a claim to a mortgage lender because of a breach of the conditions of this Policy, unless that mortgage lender was responsible for, or consented to, or had knowledge of the breach in question.

Exclusions

- The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
 - disclosed to You in Your Search Report; and/or
 - which You were aware of (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - which first arose after the Inception Date; and/or
 - which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - contained in any other report under forms LLC1, CON29 & CON29(DW) provided to You or Your advisers prior to the Inception Date; and/or
 - any matter that would not have been disclosed under forms LLC1, CON29 & CON29(DW).
- Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- Any consequential Loss or penalty interest suffered by You.

Claims Conditions

When You make a claim under this Policy You must adhere to the claims conditions listed below. If You do not adhere to these claims conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that the breach of these conditions is responsible for increasing the amount of Loss.

- It is a condition precedent of the Insurer's liability under this Policy that the Insured will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.

2. The Insurer will be entitled to participate fully in any dealings (including but not limited to a defence, negotiation or settlement of an Adverse Interest) in relation to an Insured Risk and in any such event the Insured will (to the extent reasonably practicable in the circumstances, but without limitation):
 - (i). not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
 - (ii). not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
 - (iii). give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the Insured Risk or Adverse Interest and afford the Insurer sufficient time in which to review and comment on such documentation;
 - (iv). inform the Insurer of any proposed meeting with any third party in relation to an Insured Risk or Adverse Interest and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
 - (v). conduct all negotiations and proceedings in respect of an Insured Risk or Adverse Interest with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend an Adverse Interest;
 - (vi). provide the Insurer with such other information and assistance in connection with an Insured Risk or Adverse Interest as the Insurer may reasonably request.
3. If at the time of any claim made under this Policy there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim wholly or partly in respect of the Insured Risk the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.
4. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.

General Conditions

The following general conditions apply to this Policy. If You do not adhere to these general conditions the Insurer may reject Your claim or reduce the amount of Loss that it pays to the extent that Your breach of these conditions is responsible for increasing the amount of Loss.

1. The Insurer and Insured agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay. .
2. It is condition precedent to any liability of the Insurer under this Policy that the Insured will not, without the written consent of the Insurer:
 - a. disclose the existence of this Policy, other than to:
 - i. the Insured's employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers,
 - ii. the Insured's mortgagees or, prospective mortgagees,
 - iii. prospective purchasers, their mortgagees/prospective mortgagees,
 - iv. prospective tenants and tenants, their mortgagees/prospective mortgagees,
 - v. employees, directors, managers, legal advisers, representatives, agents, valuers, auditors, and other professional advisers of any of the parties cited in this condition;
 - b. communicate on any matter regarding an Insured Risk with any party who, it is reasonable to believe, may be entitled to assert an Adverse Interest;
 - c. make an application to any court or the Upper Tribunal (Land Chamber) or the Land Registry in respect of an Insured Risk.
3. This Policy will 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.
4. The total liability of the Insurer in respect of all claims made or sums payable under this Policy will not exceed, in the aggregate, the Limit of Indemnity.
5. This Policy will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
6. The Insured will take reasonable steps to mitigate Loss provided that where such steps are taken at the request of the Insurer and after the notification of an Adverse Interest the cost of such steps and any financial loss suffered by the Insured attributable to such steps will be borne by the Insurer to the extent that they do not constitute Loss.
7. The Insurer may, at its discretion, with the prior consent of the Insured, take any reasonable steps which it considers necessary to mitigate Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Insured in relation to an Insured Risk). For the avoidance of doubt the costs of such steps and any financial loss suffered by the Insured attributable to such steps will be paid by the Insurer to the extent that they do not constitute Loss. By taking any action under the condition the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
8. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of an Insured Risk, the Insurer will immediately be subrogated to any rights which that Insured may have in relation to that Insured Risk.
9. If any dispute arises as to Fair Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
10. For the purposes of this Policy, the Administrator is authorised to provide any consent required under the terms of this Policy on behalf of the Insurer.

Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 01732 753 910 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email complaints@ergo-commercial.co.uk, by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, 13th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

If You are still dissatisfied then You may have a right to refer Your complaint to:
The Financial Ombudsman Service

Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit our website <https://www.cls.co.uk/assets/documents/Privacy%20Notice.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA or by email: compliance@clspropertyinsight.co.uk or by telephone 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of Data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral role, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administering a claim, as well as publicly available sources.

Personal Data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of Data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your Data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: Personal Search Insurance

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

The policy provides cover for loss arising as a result of:-

- i. inaccurate information being disclosed in your local authority and or drainage and water search at the inception date which your search provider relied upon when compiling your search report which later causes a reduction in market value to the property; and or
- ii. missing answers to certain questions of the your drainage and water search (please refer to "Adverse Matter" in the full policy document for the relevant questions) at the inception date, following the drainage and water authority not providing answers which later causes a reduction in market value to the property.



What is insured?

- ✓ You are insured for financial loss which you may suffer as a result of your local authority and/or drainage and water search having been compiled with data that was defective from the local authority and/or the drainage and water company, which your search provider then relied upon and used to compile your search, including:
 - ✓ Loss in market value;
 - ✓ Legal or professional costs;



What is not insured?

- ✗ The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- ✗ The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- ✗ The Insurer will not cover claims:
 - ✗ resulting in from information which was disclosed to You in Your Search Report; and/or
 - ✗ where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - ✗ which first arose after the Inception Date; and/or
 - ✗ which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - ✗ contained in any other local authority and/or drainage and water search provided to You or Your advisors prior to the Inception Date; and/or
 - ✗ any matter that would not have been disclosed under forms LLC1, CON29 & CON29(DW).
- ✗ Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- ✗ Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ You consequential Loss or penalty interest suffered by You.



Are there any restrictions on cover?

- ! You must only use the property for the insured use.
- ! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.



Where am I covered (Geographical Limits)?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured or, until another search report has been obtained whichever occurs first.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.

Initial Disclosure Document

To the Intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive you should disclose this document to your client and/or their lender and/or the purchaser's legal representative for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the Policyholder

Who are we? CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk.

Whose policies we offer? We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What Services do we provide? We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services CLS Property Insight Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

What the Financial Conduct Authority is The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information.

The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at complaints@clspropertyinsight.co.uk. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Head of Compliance, Great Lakes Insurance SE, UK Branch, 13th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk.

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

The Financial Services Compensation Scheme (FSCS) Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a "retail customer" as defined by the Financial Conduct Authority.

Further details can be obtained from www.fscs.org.uk or by telephone on 0800 678 1100.

196, WALLASEY ROAD, WALLASEY, MERSEYSIDE, CH44 2AG

Professional opinion



Contaminated Land
Low:
Acceptable Risk

Consultant's guidance and recommendations inside.

Further Guidance



Flooding
Negligible

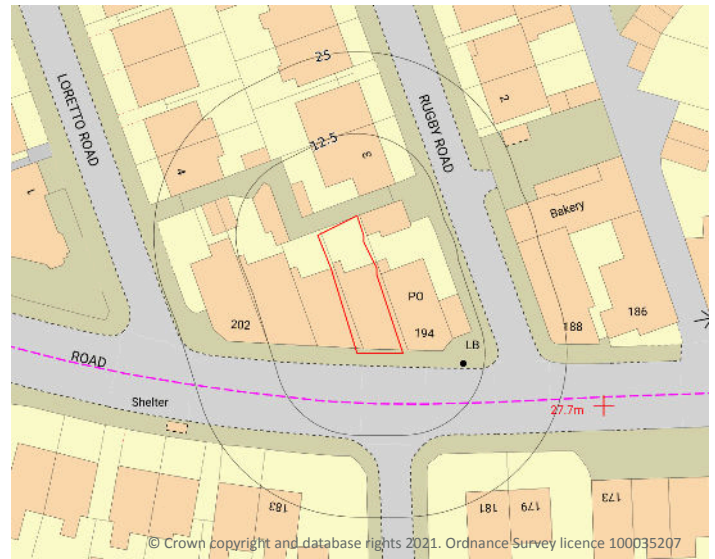


Ground Stability
Not identified



Radon
Passed

Site plan



Contaminated land liability

Banking security

Is it likely that the property will represent acceptable banking security from a contaminated land perspective?

Yes

Statutory or 3rd party action

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?

Unlikely

Environmental liability

Is there a risk that the property value may be impacted due to contaminated land liability issues?

Unlikely

Guidance and recommendations



Contaminated Land

No issues of concern have been identified at the property. The site has been identified to comprise acceptable banking security.

No further action is required.



Flooding

National Planning Policy Framework (NPPF)

A site-specific flood risk assessment should be provided for all development in Flood Zones 2 and 3. In Flood Zone 1, an assessment should accompany all proposals involving: sites of 1 hectare or more; land which has been identified by the Environment Agency as having critical drainage problems; land identified in a strategic flood risk assessment as being at increased flood risk in future; or land that may be subject to other sources of flooding, where its development would introduce a more vulnerable use. The NPPF states that the flood risk assessment should identify and assess the risks of all forms of flooding to and from the development and demonstrate how these flood risks will be managed so that the development remains safe throughout its lifetime, taking climate change into account. Those proposing developments should take advice from the emergency services when producing an evacuation plan for the development as part of the flood risk assessment.



Environmental summary



Flooding

No significant concerns have been identified as a result of the flood risk searches. No action required.

Further explanation of flood risk assessment can be seen in the Flood information on **page 17**.

River and Coastal Flooding	Very Low
Groundwater Flooding	Negligible
Surface Water Flooding	Negligible
FloodScore™ insurance rating	Very Low
Past Flooding	Not identified
Flood Storage Areas	Not identified
NPPF Flood Risk Assessment required if site redeveloped?	See overview



Ground stability

No significant concerns have been identified as a result of the ground stability searches. No action required.

Natural Ground Stability	Negligible-Very low
Non-Natural Ground Stability	Not identified



Radon

Local levels of radon are considered normal. The percentage of homes estimated to be affected by radon in your local area is less than 1%.

Not in a radon affected area



Recent aerial photograph



Capture Date: 22/04/2019

Site Area: 0.01ha

Contaminated Land summary



Past land use	On-Site	0-50m	50-250m
Former industrial land use (1:10,560 and 1:10,000 scale)	0	3	13
Former tanks	0	0	1
Former energy features	0	0	13
Former petrol stations	0	0	0
Former garages	0	0	0
Former military land	0	0	0
Waste and landfill	On-Site	0-50m	50-250m
Active or recent landfill	0	0	0
Former landfill (from Environment Agency Records)	0	0	0
Former landfill (from Local Authority and historical mapping records)	0	0	0
Waste site no longer in use	0	0	0
Active or recent licensed waste sites	0	0	0
Current and recent industrial	On-Site	0-50m	50-250m
Recent industrial land uses	0	0	6
Current or recent petrol stations	0	0	0
Historical licensed industrial activities	0	0	0
Current or recent licensed industrial activities	0	0	0
Local Authority licensed pollutant release	0	0	0
Pollutant release to surface waters	0	0	0
Pollutant release to public sewer	0	0	0
Dangerous industrial substances (D.S.I. List 1)	0	0	0
Dangerous industrial substances (D.S.I. List 2)	0	0	0
Dangerous or explosive sites	0	0	0
Hazardous substance storage/usage	0	0	0
Sites designated as Contaminated Land	0	0	0
Pollution incidents	0	0	0

Contaminated land / Past land use



- Site Outline
- Search buffers in metres (m)
- Former industrial land uses
- Former tanks
- Former energy features

Former industrial land use (1:10,560 and 1:10,000 scale)

These historical land uses have been identified from 1:10,560 and 1:10,000 scale Ordnance Survey maps dated from the mid to late 1800s to recent times. They have the potential to have caused ground contamination. Please see the Environmental Summary to find out how these could impact the site.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
1 m	W	Miniature Rifle Range	1935
39 m	W	Smithy	1909
42 m	W	Smithy	1898
59 m	W	Unspecified Old Quarry	1909
74 m	NE	Sawmills	1938

Distance	Direction	Use	Date
110 m	NE	Sawmills	1935
120 m	SW	Unspecified Quarry	1935
121 m	SW	Unspecified Quarry	1898
124 m	SW	Unspecified Old Quarry	1909
154 m	SW	Unspecified Ground Workings	1954
161 m	SW	Unspecified Quarry	1965
161 m	SW	Unspecified Quarry	1976
172 m	N	Brick Fields	1898
187 m	N	Unspecified Pit	1909
193 m	NW	Unspecified Old Quarry	1909
248 m	N	Unspecified Pit	1898

This data is sourced from Ordnance Survey/Groundsure.

Former tanks

These tanks have been identified from high detailed historical Ordnance Survey maps dating from the mid-late 1800s to recent times. Tanks like this can sometimes store harmful waste, chemicals or oil, as well as more benign substances. Liquids stored in these tanks can leak when the tanks rust or become damaged over time, which could have caused contamination at this site.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
237 m	SW	Unspecified Tank	1899

This data is sourced from Ordnance Survey/Groundsure.

Former energy features

Energy features such as substations, transformers or power stations have been identified from high detailed historical Ordnance Survey maps dating from the mid to late 1800s to recent times. Structures like this can sometimes cause soil or groundwater contamination.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
106 m	SW	Electricity Substation	1967
107 m	SW	Electricity Substation	1993
134 m	N	Electricity Substation	1953

Distance	Direction	Use	Date
135 m	N	Electricity Substation	1953
135 m	N	Electricity Substation	1973
135 m	N	Electricity Substation	1965
179 m	S	Electricity Substation	1953
179 m	S	Electricity Substation	1953
179 m	S	Electricity Substation	1967
180 m	S	Electricity Substation	1993
219 m	NE	Electricity Substation	1952
219 m	NE	Electricity Substation	1975
220 m	NE	Electricity Substation	1952

This data is sourced from Ordnance Survey/Groundsure.

Contaminated land / Current and recent industrial



— Site Outline

Search buffers in metres (m)

● Recent industrial land uses

Recent industrial land uses

These records show details of businesses that have recently operated, or are currently operating in the area. Depending on the type of activities taking place, some of these businesses could present a risk of contamination.

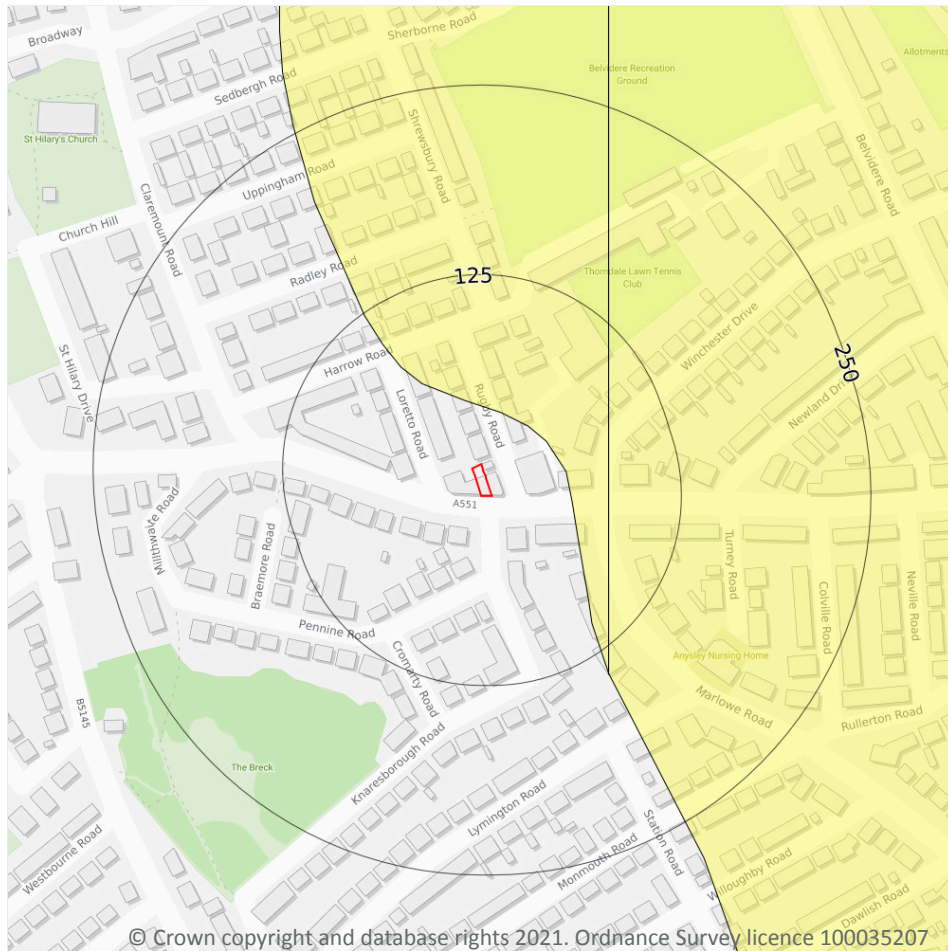
Please see **page 2** for further advice.

ID	Distance	Direction	Company / Address	Activity	Category
1	104 m	N	Thorndale Business Centre - Merseyside, CH44	Business Parks and Industrial Estates	Industrial Features
2	110 m	SW	Electricity Sub Station - Merseyside, CH44	Electrical Features	Infrastructure and Facilities
3	111 m	NE	Wirral Sign Service - 186, Wallasey Road, Wallasey, Merseyside, CH44 2AG	Signs	Industrial Products

ID	Distance	Direction	Company / Address	Activity	Category
4	183 m	W	Clearview Decking & Driveways Ltd - 1, Claremount Road, Wallasey, Merseyside, CH44 2BN	Garden Goods	Consumer Products
5	211 m	SE	Electricity Sub Station - Merseyside, CH44	Electrical Features	Infrastructure and Facilities
6	221 m	NE	Electricity Sub Station - Merseyside, CH44	Electrical Features	Infrastructure and Facilities

This data is sourced from Ordnance Survey.

Superficial hydrogeology



— Site Outline
Search buffers in metres (m)

- Principal
- Secondary A
- Secondary B
- Secondary Undifferentiated
- Unproductive
- Unknown

Aquifers within superficial geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within superficial geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

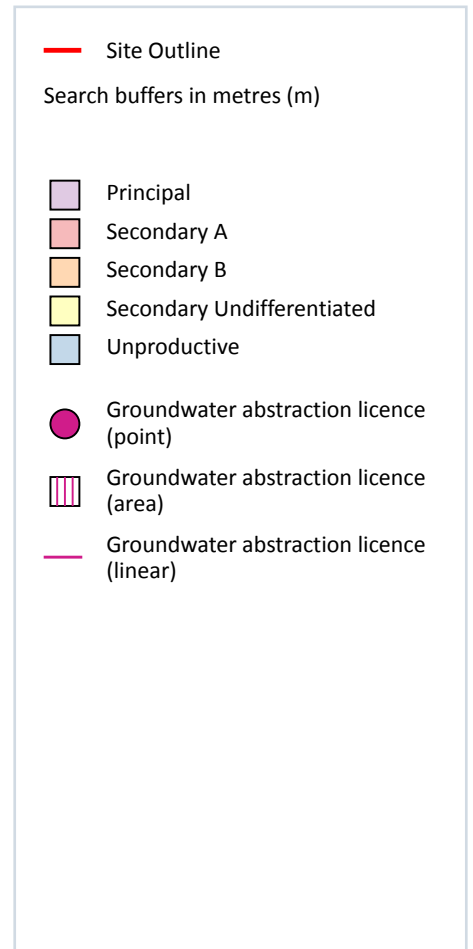
Unproductive - These are rock layers with low permeability that have negligible significance for water supply.

Unknown - These are rock layers where it has not been possible to classify the water storage potential.

Distance	Direction	Designation
36 m	NE	Secondary Undifferentiated
77 m	E	Secondary Undifferentiated

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

Bedrock hydrogeology



Aquifers within bedrock geology

The Environment Agency/Natural Resources Wales and the British Geological Survey have assigned designations or types to the aquifers that exist within bedrock geology. These designations reflect the importance of aquifers in terms of groundwater as a resource (eg drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

Principal - These are layers of rock or superficial deposits that usually provide a high level of water storage.

Secondary A - Permeable layers capable of supporting water supplies at a local rather than strategic scale.

Secondary B - Predominantly lower permeability layers which may store and yield limited amounts of groundwater.

Secondary Undifferentiated - Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type.

Unproductive - These are rock layers with low permeability that have negligible significance for water supply.

Distance	Direction	Designation
0	on site	Principal
77 m	E	Principal

This data is sourced from the Environment Agency/Natural Resources Wales and the British Geological Survey.

Bedrock geology

Bedrock geology is a term used for the main mass of rocks forming the Earth and is present everywhere, whether exposed at the surface in outcrops or concealed beneath superficial deposits or water. This information comes from the BGS 1:50,000 Digital Geological Map of Great Britain, where available.

Description	BGS LEX Code	Rock Type
HELSEBY SANDSTONE FORMATION	HEY-SDST	SANDSTONE

This data is sourced from British Geological Survey.

Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

Contaminated Land		Contaminated Land	
Former industrial land use (1:10,560 and 1:10,000 scale)	Identified	Dangerous industrial substances (D.S.I. List 1)	Not identified
Former tanks	Identified	Dangerous industrial substances (D.S.I. List 2)	Not identified
Former energy features	Identified	Pollution incidents	Not identified
Former petrol stations	Not identified	Superficial hydrogeology	
Former garages	Not identified	Aquifers within superficial geology	Identified
Former military land	Not identified	Superficial geology	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified	Bedrock hydrogeology	
Waste site no longer in use	Not identified	Aquifers within bedrock geology	Identified
Active or recent landfill	Not identified	Groundwater abstraction licences	Not identified
Former landfill (from Environment Agency Records)	Not identified	Bedrock geology	Identified
Active or recent licensed waste sites	Not identified	Source Protection Zones and drinking water abstractions	
Recent industrial land uses	Identified	Source Protection Zones	Not identified
Current or recent petrol stations	Not identified	Source Protection Zones in confined aquifer	Not identified
Dangerous or explosive sites	Not identified	Drinking water abstraction licences	Not identified
Hazardous substance storage/usage	Not identified	Hydrology	
Sites designated as Contaminated Land	Not identified	Water courses from Ordnance Survey	Not identified
Historical licensed industrial activities	Not identified	Surface water abstractions	Not identified
Current or recent licensed industrial activities	Not identified	Flooding	
Local Authority licensed pollutant release	Not identified	Risk of flooding from rivers and the sea	Not identified
Pollutant release to surface waters	Not identified		
Pollutant release to public sewer	Not identified		

Flooding

Flood storage areas: part of floodplain	Not identified
Historical flood areas	Not identified
Areas benefiting from flood defences	Not identified
Flood defences	Not identified
Proposed flood defences	Not identified
Surface water flood risk	Not identified
Groundwater flooding	Not identified

Natural ground subsidence

Natural ground subsidence	Not identified
Natural geological cavities	Not identified

Non-natural ground subsidence

Coal mining	Not identified
Non-coal mining	Not identified
Mining cavities	Not identified
Infilled land	Not identified

Radon

Radon	Not identified
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Planning constraints

Sites of Special Scientific Interest	Not identified
Internationally important wetland sites (Ramsar Sites)	Not identified
Special Areas of Conservation	Not identified
Special Protection Areas (for birds)	Not identified
National Nature Reserves	Not identified
Local Nature Reserves	Not identified
Designated Ancient Woodland	Not identified
Green Belt	Not identified

Planning constraints

World Heritage Sites	Not identified
Areas of Outstanding Natural Beauty	Not identified
National Parks	Not identified
Conservation Areas	Not identified
Listed Buildings	Not identified
Certificates of Immunity from Listing	Not identified
Scheduled Monuments	Not identified
Registered Parks and Gardens	Not identified

Contaminated Land Assessment Methodology and Limitations

Our risk assessment methodology and limitations can be found at [Risk Assessment methodology and Limitations - Groundsure](#)

Flood information

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk of river and coastal data, historic flood events and areas benefiting from flood defences provided by the Environment Agency/Natural Resources Wales (in England and Wales) and surface water (pluvial) and groundwater flooding provided by Ambient Risk Analytics. In Scotland the river and coastal flood models are also provided by Ambient Risk Analytics.

Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by Environment Agency. It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

Historic flood events

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Surface water flooding

Ambient Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

Proposed flood defences

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

Flood storage areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

Groundwater flooding

Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water

flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

Conservation Area data limitations

Please note the Conservation Area data is provided by Historic England and may be incomplete. We recommend reviewing your local search for confirmation.

Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, where as a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand. Each hazard is then provided with a rating on its potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the "typical safe distance" trees should be from a property please see this guide:

<https://www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidence-damage.pdf>

Conveyancing Information Executive and our terms & conditions

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- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

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