

Applicant

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

Search Reference

79-148341

Date Printed

05-Apr-2022

Your Reference

JA/18859/1

Land or Property Against Which Enquiries are Made

49 Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW

Searches Included

Local Authority Search Produced By Pali

Drainage & Water Report Produced by Pali

FCI Residential Essential Environmental Report (inc. Full Flood Data) <1 Ha

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

Regulated Local Authority Search

Applicant

Burd Ward Solicitors
23-25 Seaview Road
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CH45 4QT

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Land or Property Against Which Enquiries are Made

49 Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW

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

No Planning Application records relate to this property. The Local Authority makes Planning Records readily available from 1974 only. The records have been searched back to that date only.

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/10/02019/C
Location: 49 Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW
Description: GASAFE Installed a gas boiler.
Application: Competent Persons Scheme
Completed Date: 20th February 2010

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 NICEIC/ELECSA has been obtained directly from NICEIC
Any information relating to HETAS has been obtained directly from HETAS

Informative: NICEIC and ELECSA Building Notifications may be unavailable if older than 6 years.

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:

Urban Greenspace.
Sports Ground

Informative:

Airport Safeguard Zone Liverpool Airport

Question 2 Roads

Mount Road is a highway 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: 31.46km 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.

Additional Information - Green Deal

This property has an Energy Performance Certificate (EPC) registered.

Informative: Information relating to Green Deal Loans is no longer available for inspection. Enquiries should be made with the Homeowner/Vendor for details of Green Deal Loan registered against the property.

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: 31.46km from nearest section:
Phase 2a - HSM22 Lowton to Bamfurlong (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?
 - (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?
- (b) If the property is listed:
 - (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 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: nicksnr@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 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 firms 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 65275

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	49, Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW.
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	05/04/2022 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 Report

Applicant

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

Search Reference

79-148341

Date Report Compiled

04 Apr 2022

Your Reference

JA/18859/1

Land or Property Against Which Enquiries are Made
49 Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW

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

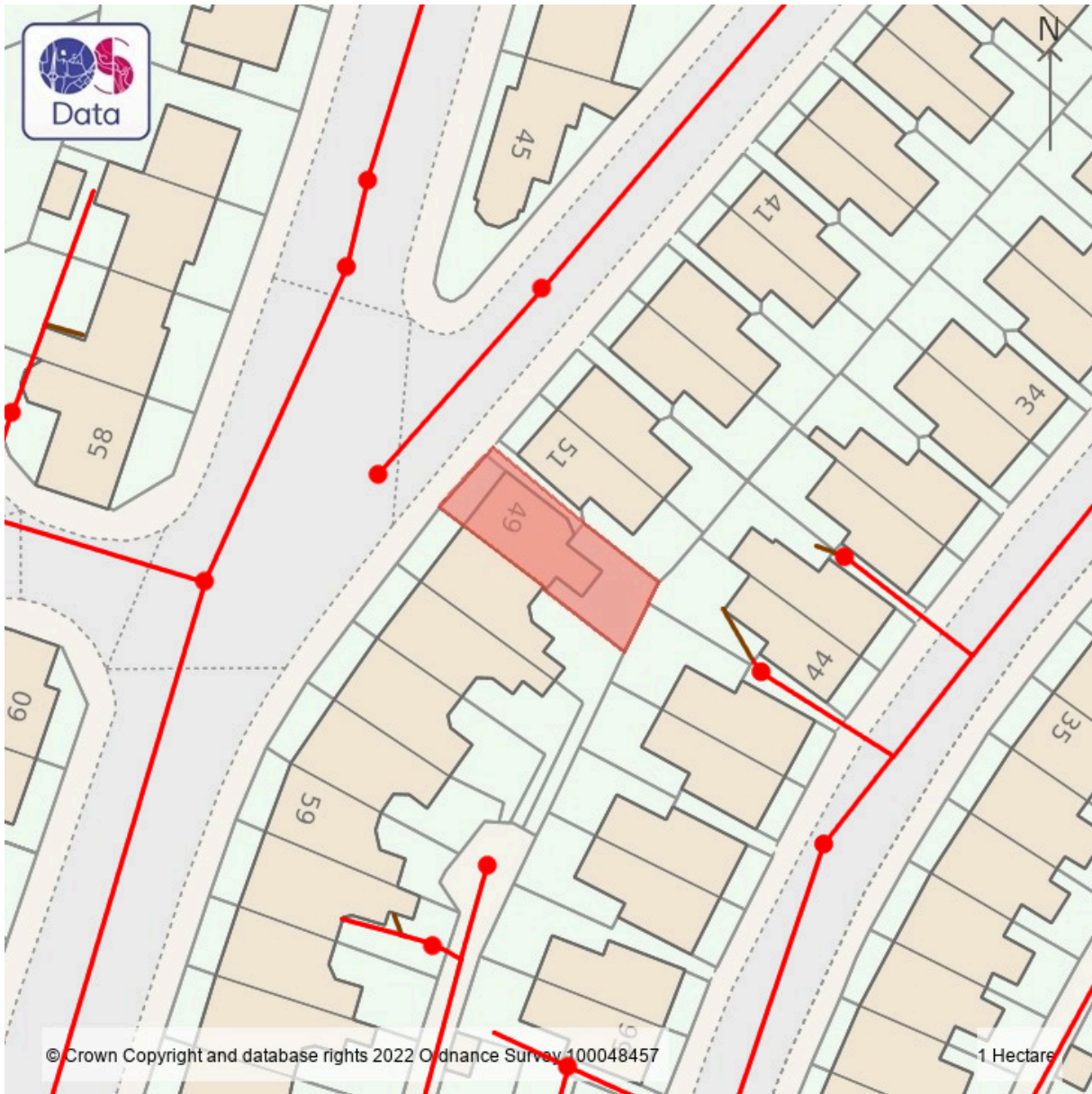


Question	Report Schedule	Answer
1	Where relevant, please include a copy of an extract from the public sewer map.	Map Included
2	Where relevant, please include a copy of an extract from the map of waterworks.	Map Included
3	Does foul water from the property drain to a public sewer?	Yes
4	Does surface water from the property drain to a public sewer?	Yes
5	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
6	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
7	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
8	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	1.71km South West Stanley Avenue Filters
9	Is the property connected to mains water supply?	Yes
10	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
11	Who are the Sewerage Undertakers for the area?	United Utilities
12	Who are the Water Undertakers for the area?	United Utilities
13	What is the current basis for charging for sewerage and water services at the property?	Not Answered, See Report

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



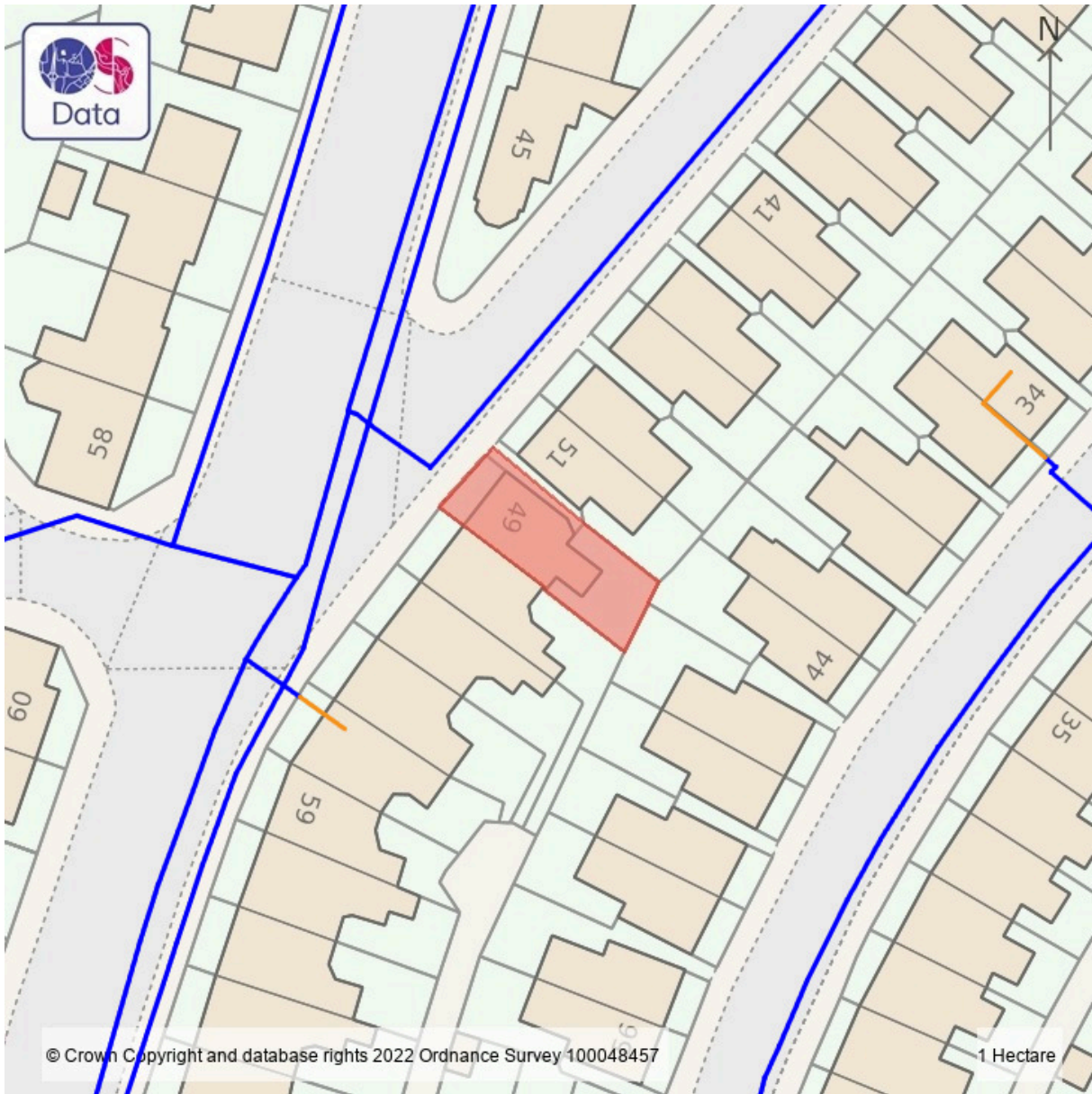
Sewer Key

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**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 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 3**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 4**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 United Utilities Ltd's billing records. If for any reason it is suspected that this information is incorrect, please contact the sewerage billing company (United Utilities Ltd)</p> <p>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 5 **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 6 **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 7 **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 8 **Please state the distance from the property to the nearest boundary of the nearest sewage treatment works**

The nearest sewage treatment works is 1.71km to the South West. The name of the nearest sewage treatment works is Stanley Avenue Filters.

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 9 **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 10 **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 11

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 12

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 13

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

The water company does not allow public inspection of this information citing The Data Protection Act.

This information is possibly available from the vendor.

The absence of this information is covered by the Personal Search Insurance policy included.

Please see the [Terms and Conditions at the end of this report](#).

Informative	United Utilities 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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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: nicksnr@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 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 all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with Pali, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure. 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. The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
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 65146

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	49, Mount Road, Tranmere, Wirral, Merseyside, CH42 6PW.
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	04/04/2022 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.

Professional Opinion

Overall Result

Pass

There are no Key Risks further actions that should hinder the completion of this transaction



Key Risks



Environmental

Pass

Consideration(s):
1.17 EMFs



Flood

Pass

Consideration(s):
2.03 Specialist Advice



Other Considerations



Coal and Brine Screen

Pass



Site Plan



Air Quality Index: **Generally Good**
(See 1.25)

Report Details

Address:
**49, Mount Road, Tranmere,
Merseyside, CH42 6PW**

Requested by:
PALI Ltd

Grid Reference:
E: **331831** | N: **386644**

Date:
31/03/2022

Report Reference:
79_148341-JA/18859/1

Report ID:
1104462

Assessed by:

www.futureclimateinfo.com/team



1. ENVIRONMENTAL (INC. CONTAMINATED LAND)

1.02 Remediation Warranty

YES

Unless Contaminated Land Insurance has been requested at the time of purchase, this report has the benefit of a warranty from FCI providing cover of up to £100,000 for 6 years from the date of purchase in the event that the Local Authority serves a Part 2A Remediation Notice and remediation costs have to be borne by the property owner. <https://futureclimateinfo.com/wp-content/uploads/2021/09/FCI-terms-and-conditions-v050821a.pdf>

If the client and/or the lender requires cover in the form of Contaminated Land Insurance, a successor policy offering enhanced protection of up to £1,000,000 for a term of 25 years is available for £50 inclusive of Insurance Premium Tax (for properties up to 0.4 ha). To purchase Contaminated Land Insurance, please visit CLS at www.clsi.co.uk, call 01732 753 910 or purchase via your reseller. More details on this policy are available at <http://futureclimateinfo.com/how-we-can-help/residential/contaminated-land-insurances/>

1.03 Official Contaminated Land | Register Entries & Notices

PASS

Wirral District (B) Council data indicates that the property is not within 25 metres of an area of land that has been designated Contaminated Land under Part 2A of the Environmental Protection Act 1990.

1.17 OFCOM Mast Site Clearance Locations

PASS (WITH CONSIDERATIONS)

Data provided by OFCOM indicates that the property is within 250 metres of one or more mobile phone base stations.

CONSIDERATIONS: Electric and Magnetic Fields (EMFs) are produced wherever electricity is used. There are guidelines to limit exposure to electric and magnetic fields (exposures in the home are usually well below these guideline levels). There is no definitive evidence to link EMFs to both long and short term health risks.

If you are concerned about EMFs further information and advice is available from Public Health England at www.gov.uk/government/collections/electromagnetic-fields, or from www.emfs.info.

1.18 Past Industrial Land Uses

PASS

In the Professional Opinion of the FCI Risk Team the property is not on or within 25 metres of any former industrial land uses depicted on historic Ordnance Survey maps from which the level of environmental risk is likely to result in the land beneath the property being determined Contaminated Land within the meaning of Part 2A of the Environmental Protection Act 1990.

1.21 Radon Gas

PASS

Data provided by the British Geological Survey (BGS) indicates that the property is not in a Radon Affected Area.

This is because the property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level of 200 Bq m⁻³), therefore no protective measures are required.

1.24 Air Quality Management Area

NOTE

Although information on air quality is not included within the Environmental risk assessment in this report we are able to provide information from DEFRA.

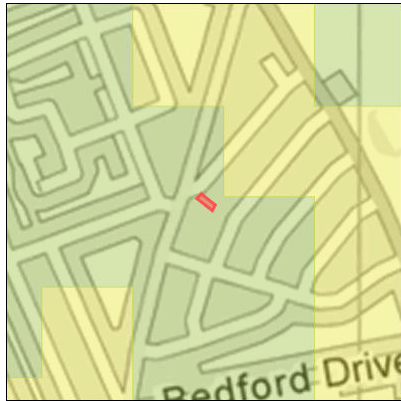
Data provided by DEFRA indicates that the property is not in or within 100 metres of an Air Quality Management Area (AQMA). An AQMA is declared where the air pollutants occur above EU and Government targets, and where the council is required to create and follow an Air Quality Action Plan (AQAP) to improve air quality.

Please note that though this property is not within an Air Quality Management Area, this does not necessarily guarantee good air quality. For more information on air quality please visit <https://uk-air.defra.gov.uk/air-pollution/>.

1.25 Air Quality Index

NOTE

The MappAir® air quality dataset provided by Earthsense includes information on Nitrogen Dioxide (NO2) and Particulate Matter (PM2.5) from vehicle emissions and indications from other sources. The model gives an indication of annual mean pollution for 2016 at a resolution of 100 metres.



- Slightly Polluted
- Some Polluted Area
- Generally Good

The data indicates that the property is in an area with a rating of 1 or Generally Good. A rating of 1 means there is a low chance of average pollution levels exceeding the annual legal limit. The air in your area is generally clean, although there may still be some high concentrations of pollution located close to major roads.

For further information on air quality go to <https://uk-air.defra.gov.uk/>

1.27 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Remediation Warranty	Official Contaminated Land Register Entries & Notices
Artificial Ground	Potentially Contaminative Current Land Uses
Electricity Infrastructure Electricity Pylons	Electricity Infrastructure Overhead Power Lines
Electricity Infrastructure Power Cables and Lines	Electricity Infrastructure Substations
Environmental Permits Closed Mining Waste Facilities	Environmental Permits End of Life Vehicles
Environmental Permits Industrial Sites	Environmental Permits Waste Sites
Fuel / Petrol Stations	Landfill Current
Landfill Historic	OFCOM Mast Site Clearance Locations
Past Industrial Land Uses	Pollution Incidents
Potentially Infilled Land	Radon Gas
Surface Dangers or Hazards COMAH Sites	Surface Dangers or Hazards Hazardous Waste Registrations

2. FLOOD (INC. JBA FLOODABILITY RATING)

2.01 River and Sea Flood Risk

PASS

Data provided by the Environment Agency indicates that there is a Negligible risk of flooding from River or Sea within 25 metres of the property.

2.02 Surface Water Flood Risk

PASS

Surface water flooding occurs when heavy rainfall overwhelms the drainage capacity of an area. In these instances, the rainwater does not drain away through the normal drainage systems or soak into the ground, but lies on or flows over the ground instead.

Data provided by JBA Risk Management Ltd (JBA) indicates that the property is located within an area where the Surface Water flood risk is Low. This indicates that there is a 0.1% (1 in 1000) chance of flooding in any given year.

The result of the flood risk assessment in this report is based on the best available national flood models using the best available data sources, from the leading authorities. To avoid contributing to an unforeseen flood event, any drainage on the property should be kept free of blockages to ensure they are functioning to their design capacity so that they do not become overwhelmed.

2.03 Groundwater Flooding

PASS (WITH CONSIDERATIONS)

Data provided by JBA indicates that the property is located within 5 metres of an area that has at least a 1% annual chance of peak groundwater levels reaching close to the ground surface. Within this zone there is a high risk of groundwater flooding to subsurface assets and an additional possibility of local groundwater emergence.

The result of the flood risk assessment in this report is based on the best available national flood models using the best available data sources, from the leading authorities, no site visit has been made.

CONSIDERATIONS: As part of our commitment to providing practical solutions, we offer an inexpensive yet highly-detailed advanced flood assessment, the **FCI Flood Appraisal**. The Flood Appraisal has been designed to provide an effective route for solicitors/conveyancers (and their clients) to undertake further investigation and comply with the recommendations of the Law Society Flood Risk Practice Note.

The FCI Flood Appraisal is a detailed manual assessment, which considers additional information such physical property characteristics (e.g. floor-levels, elevation, door thresholds etc.) and useful Local Authority/Planning assessments. Written by a qualified flood consultant, the Flood Appraisal places the home-buyer in a more informed position to make a purchasing decision, with greater understanding of the risk, and possible impacts. In many instances the detailed review can result in a reduction of the initial flood risk prediction. Please see <http://futureclimateinfo.com/how-we-can-help/residential/fci-flood-appraisal/> for further details.

The FCI Flood Appraisal is available from £195 + VAT for a single residential property, with a quick turnaround time of 3 working days.

To order an FCI Flood Appraisal, please contact your search provider. If you require any further assistance, please contact us on +44 1732 755 180 or by email on FCI-Consultancy@dyledurham.com.

2.04 Surface Water Features

PASS

The Ordnance Survey Map indicates that the property is not located within 250 metres of a body of surface water, such as a stream, river, canal, reservoir, lake or pond.

2.05 JBA Floodability Rating

PASS

The JBA Floodability Rating at this location is Green. Green indicates that the likelihood of flooding is Low.

JBA Floodability data is derived from their high resolution UK flood hazard maps which are used by most insurers when assessing flood risk. Where a higher rating is indicated further investigation into flood risk is usually advisable. For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between JBA Floodability and a residential property being included within Flood Re by a participating insurer. However, please note that not all residential properties are eligible to benefit from Flood Re, see <http://www.floodre.co.uk/industry/how-it-works/eligibility/>. Further information about Flood Re is given within “Notes and Guidance – Insurance” at the end of this report.

Please always check that your Buildings Insurance policy covers Flood Damage, as the terms of any mortgage (if required) may require all risks to be covered to meet the lender’s requirements.

Future Climate Info has partnered with HomeProtect to deliver home insurance for residential properties in areas considered to be at risk of flooding. HomeProtect policies are underwritten by AXA Insurance plc. Get an immediate, online quote at www.homeprotect.co.uk/floodcover.

2.06 Historic Flooding

PASS

Data provided by the Environment Agency indicates that the property is not in or within 250 metres of an area that has flooded in the past. This includes all types of flooding, including Groundwater. However, we would always recommend asking the vendor to confirm whether or not they are aware of any previous flooding at the property.

Please see the previous sections for the Flood Risk as of the date of this report.

2.07 Flood Storage

PASS

Data provided by the Environment Agency indicates that the property is not located within 25 metres of a Flood Storage Area (land designed and operated to store flood water).

2.08 Dam Break

PASS

Data provided by JBA identifies areas of England and Wales that are most likely to suffer damage to property following the sudden and catastrophic failure of a large reservoir embankment or dam. This is a worst case scenario, it’s unlikely that any actual flood would be this large. The flooding is predicted using advanced modelling techniques to ascertain if a property or site is potentially at risk in such an event, although not all dams were modelled.

This property is not located in an area modelled by JBA as being in the potential path of water if a reservoir dam or embankment was to fail.

2.09 Sewer Flooding

NOTE

Please note that information on Sewer Flooding is not included in the flood risk assessment in this report. This information is held by the water company responsible for the public sewer network. Sewer flooding happens for a number of reasons but is most likely to occur during storms, when large volumes of rainwater enter the sewers and sewage escapes from a manhole or a drain, or by backing up through toilets, baths and sinks. Sewer flooding can also occur when pipes become blocked.

2.10 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

River and Sea Flood Risk	Surface Water Flood Risk
Groundwater Flooding	Surface Water Features
JBA Floodability Rating	Historic Flooding
Flood Storage	Dam Break

3. COAL AND BRINE SCREEN

3.03 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Coal Mining

Cheshire Brine Compensation Area

There are no issues to note in this section in relation to the extent of this search. Please see all data reviewed in the Notes and Guidance at the back of this report.

4. NOTES & GUIDANCE

4.01 Report Notes

METHODOLOGY

This report is a desk study risk assessment, and no site or ground inspection or physical investigation has been carried out. The impacts of the risks addressed in this report are normally measured in terms of quiet enjoyment, saleability, mortgageability, and the value of the property; the risk assessment in this report is provided by FCI who are regulated by RICS.

The cover page of this report should always be read in conjunction with the full report. The Professional Opinion indicates the potential risks and any other potential issues associated with the property. The results should be disclosed to client and/or lender and/or insurer as appropriate.

A 'Pass' is given if no potential property specific risk has been identified.

A 'Pass with Considerations' is given where there are potential hazards in the locality to bear in mind, or if there are features nearby which some clients might consider could affect them.

A 'Further Action' is given if there is a potential property specific risk and a further action is advised.

In the event of a request to review the Professional Opinion based on additional information, or if there are any technical queries, the professional advisor who ordered the report should contact us at FCI-Admin@dyledurham.com, or call us on 01732 755 180.

4.02 Contaminated Land

METHODOLOGY

The contaminated land risk assessment used in this report takes account of statutory Contaminated Land as well as information on the various land uses or processes which may have the potential to create Contaminated Land. These include, for example, relevant former industrial land uses shown on historical maps, current industrial land uses, and relevant industrial processes. Risks such as waste sites, licensed discharge consents, radioactive substances, pollution prevention and control licences, explosives, and dangerous substance inventory, Control of Major Accidents and Hazards (COMAH), and Notification of Installations Handling Hazardous Substances (NIHHS), and Planning Hazardous Substance sites are all very highly regulated and as such are excluded from the Contaminated Land risk assessment. Such features at or nearby the property are features that may be considered in the survey or valuation.

4.03 Flood Insurance

METHODOLOGY

The answers given on the availability of flood insurance reflect the flood re - insurance scheme, known as Flood Re, which was launched 1st April 2016. Flood Re has been set up to help those households who live in a flood risk area find affordable home insurance. Flood Re should make no difference to purchasing home insurance, whether that's through a price comparison site, directly from an insurer or through a broker. There is no need to contact Flood Re directly. Flood Re is intended to give peace of mind that, even after a flood claim, flood insurance should still be available with affordable premiums and excesses. Not every residential property is eligible to benefit from Flood Re, for full information about the scheme, including eligibility, see <http://www.floodre.co.uk/>.

An overall 'JBA Floodability Rating' is given in this report based solely on JBA Floodability data. This shows the combined flood hazard, in 5 metre grid cells, from multiple sources i.e. river, sea and surface water flooding. Over 85% of insurers use JBA data when assessing flood risk. The JBA Floodability Rating is represented by colour indicators (black, red, amber, green or clear). For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between JBA Floodability and a residential property being included within Flood Re by a participating insurer. These indicators however provide no assurance or guarantee that insurance / insurance covering flood risk will or will not be available, no reliance should be placed upon the colour indicators, and appropriate additional enquiries should be made as to the actual availability (or not) of insurance / insurance covering flood risk. Every insurance application is unique, so other perils, risks or a previous claims history may mean that insurance is not available in any event.

4.04 Flood Risk and Impact on Value

METHODOLOGY

The flood risk assessment in this report is based on the best available historic, river, sea, and surface water flooding data. This includes data supplied by the Environment Agency and JBA. A flood risk assessment using these data sources, however, should not be regarded as definitive. Because the flood risk assessment is based on theoretical risk models, there is always the possibility that exceptional weather conditions and/or failure of flood defences can cause flooding that was not anticipated. No site visit has taken place.

The Professional Opinion on flood risk given in this report is based on a flood risk assessment of River, Sea and Surface Water flooding, using Environment Agency and JBA data. If there is a history of flooding it is reported but it is not included in the flood risk assessment because circumstances can change, for example the provision of flood defences, causing the flood conditions to be different today. Susceptibility to groundwater flooding is reported but is also not included in the flood risk assessment; this is because the data identifies geological conditions which could enable groundwater flooding to occur, but does not model the risk of such an occurrence.

RICS advises that flood risk does reduce the value of a property, compared with a similar property without such a risk. This depends on the particular circumstances of the property, any history of flooding, and the provision of flood defences. For some 'at risk' property, for example, the reduction in value may be offset by an increase due to the property's amenity value close to a river, stream or coast.

4.05 Flood Planning, Flood Warning and Reporting, and Flood

Resistance and Resilience Measures

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Detailed advice on flooding and resistance and resilience measures, flood risk planning and costs, and flood warning and reporting systems, is available from the following websites:

English Government: <https://www.gov.uk/prepare-for-a-flood/find-out-if-youre-at-risk>
 Natural Resources Wales: <https://www.gov.uk/prepare-for-a-flood/find-out-if-youre-at-risk>
 Insurance Industry: <https://www.abi.org.uk/Insurance-and-savings/Topics-and-issues/Flooding>
 RICS: www.rics.org/uk/knowledge/consumer-guides/guide-to-flooding

4.06 Standard

T&Cs, QUERIES & COMPLAINTS

This report is supplied by Future Climate Info Limited subject to Terms and Conditions of Business, available at <https://futureclimateinfo.com/wp-content/uploads/2021/09/FCI-terms-and-conditions-v050821a.pdf>. In the event of product and content queries please contact FCI-Admin@dyedurham.com. Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.

4.07 Search Code

CONSUMER INFORMATION

IMPORTANT CONSUMER PROTECTION INFORMATION

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- Sets out minimum standards which firms compiling and selling search reports have to meet.
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Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
Tel: 01722 333306, Fax: 01722 332296, Email: admin@tpos.co.uk, Web: <https://www.tpos.co.uk/>
You can get more information about the PCCB from www.propertycodes.org.uk

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

4.08 Report Licensing

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5. USEFUL CONTACTS

Local Authority : Wirral Metropolitan Borough Council

Tel: 0151 606 2000
Visit: <http://www.wirral.gov.uk>

Environment Agency | North Lutra House, Dodd Way, Off Seedlee Road, Bamber Bridge, Preston. PR5 8BX

Tel: 08708 506 506
Visit: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Natural Resources Wales

Tel: 0300 065 3000
Visit: <http://naturalresources.wales/>
Email: enquiries@naturalresourceswales.gov.uk

JBA Risk Management Ltd | 1 Broughton Park, Old Lane North, Broughton, Skipton, North Yorkshire. BD23 3FD

Tel: 01756 799919

Public Health England | Wellington House, 133-155 Waterloo Road, London. SE1 8UG

Tel: 020 7654 8000
Visit: <https://www.gov.uk/government/organisations/public-health-england>
Email: enquiries@phe.gov.uk

Public Health Wales | 2 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ

Tel: 029 2022 7744
Visit: <http://phw.nhs.wales/>

The Coal Authority Property Search Services | 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire. NG18 4RG

Tel: 0845 762 6848
Visit: www.groundstability.com
Email: groundstability@coal.gov.uk



Essential

Environmental | Flood

The British Geological Survey | Environmental Research Centre, Keyworth, Nottingham, NG12 5GG
Tel: 0115 936 3143
Visit: <http://www.bgs.ac.uk/>
Email: enquiries@bgs.ac.uk

Ordnance Survey | Customer Services Ordnance Survey Adanac Drive Southampton SO16 0AS
Tel: 08456 05 05 05
Visit: www.ordnancesurvey.co.uk/

Department for Business, Energy & Industrial Strategy | 1 Victoria Street London SW1H 0ET
Tel: 020 7215 5000
Email: enquiries@beis.gov.uk

HomeProtect | HomeProtect, PO Box 1124, Kingston upon Thames, KT1 1XT
Tel: 0330 660 3600
Visit: www.homeprotect.co.uk/floodcover
Email: floodcover@homeprotect.co.uk