

# Regulated Residential PSG Drainage Report

## Property:

562A  
OLD CHESTER ROAD  
BIRKENHEAD  
CH42 4PF

Report Date: 17th June 2016

Report number: 4412209

Your reference: IM/ART29/1

## Report Prepared For:

HILLYER McKEOWN (C Jones)  
GORSE STACKS HOUSE GEORGE STREET  
CHESTER  
CH1 3EQ

Report compiled by and any enquiries to:

PSG

Pioneer House, Pioneer Business Park, North Road,,  
Ellesmere Port,  
CH65 1AD,

Tel : 0151 550 4699 Fax : 0151 329 2997

Email: [julianlee@propertysearchgroup.co.uk](mailto:julianlee@propertysearchgroup.co.uk)



The complete **SEARCH** service

## Regulated Residential PSG Drainage Report 562A, OLD CHESTER ROAD, BIRKENHEAD, CH42 4PF

### **Additional Protection**

The Regulated Residential PSG Drainage Report includes a bespoke Insurance Policy which provides protection for adverse entries which would have been revealed in a CON29DW sourced directly from the Sewerage and/or Water undertaker up to £1 million.

### **Sources of Information**

In response to the enquiry for drainage and water information, this search has been prepared following examination of the following data sets:

The Public Sewer Map

The Public Map of Water Works (Where available)

### **Common Drainage and Supply Terms:**

#### **Adoption of Sewers**

Transfers to the Sewerage Undertaker the ownership of sewers and the legal obligation for meeting the cost of their maintenance and improvement to meet increasingly stringent environmental standards.

#### **Sewerage Undertaker**

Is a limited company succeeding the former Water Authority and appointed by the Secretary of State to carry out the duties assigned to it by statute. These include the provision, maintenance and improvement of a system of sewers and sewage treatment works.

#### **Combined Sewer**

A sewer carrying both foul water as well as surface water.

#### **Foul Sewer**

A sewer used to transport mainly foul sewerage to a treatment works.

#### **Private Drain**

A sewer in private ownership draining only one property. If there is no cesspool or private treatment work, the drain usually connects with a private or public sewer.

#### **Private Water Supplies**

Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the Local Environmental Health Officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available.

#### **Public Sewer**

A sewer vested in and maintained by the Sewerage Undertaker. Members of the public generally have the statutory right to connect into and use the public sewer on offering payment of sewerage charges.

#### **Section 104 Agreement**

An agreement made between a housing developer and the Sewerage Undertaker under Section 104 of the Water Industry Act 1991, for the adoption of sewers the developer intends to build to serve the new houses.

#### **Septic Tank**

A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field or occasionally to a sewer. Septic tanks are un-powered. Properties operating them are responsible for the operation, maintenance and occasional emptying of the chamber.

#### **Surface Water Sewer**

A sewer used only for the transport of uncontaminated surface water or rain water in an area where separate sewerage systems have been provided.

#### **Water Company**

A provider of sewerage and possibly water services in an area.

**1. Who are the sewerage undertakers for this area?**

UNITED UTILITIES, GROUND FLOOR GRASMERE HOUSE, LINGLEY  
MERE BUSINESS PARK, GREAT SANKEY, WARRINGTON, WA5 3LP

**2. Is a plan showing the approximate location of public sewers included?**

YES - A PLAN IS INCLUDED

- i. Sewers will be shown on the plan where applicable.
- ii. The Water Industry Act 1991 defines Public Sewers as those which UNITED UTILITIES have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.
- iii. Any private sewers or lateral drains which are indicated on the plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

**3. Do the records inspected indicate that foul water from the property drain to a public sewer?**

YES - THE RECORDS INSPECTED INDICATE THAT FOUL WATER FROM  
THE PROPERTY DRAINS TO THE PUBLIC SEWER

- i. Water Companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public.
- ii. A plan is included in this report. 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.
- iii. 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.
- iv. The answer provided is indicative only.

**4. Do the records inspected indicate that surface water from the property drains to a public sewer?**

YES - THE RECORDS INSPECTED INDICATE THAT SURFACE WATER  
FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

- i. Water Companies are not responsible for private drains that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public.
- ii. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- iii. In some cases, Water Company records do not distinguish between foul and surface water connections to the public sewerage system.
- iv. IF ON INSPECTION THE BUYER FINDS THAT THE PROPERTY IS NOT CONNECTED FOR SURFACE WATER DRAINAGE, THE PROPERTY MAY BE ELIGIBLE FOR A REBATE OF THE SURFACE WATER DRAINAGE CHARGE. DETAILS CAN BE OBTAINED FROM THE SEWERAGE UNDERTAKER.
- v. A plan showing the approximate location of public sewers is included in this report. 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.
- vi. The answer provided is indicative only.

**5. Does the Public Sewer Map indicate that 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 APPEARS TO BE PART OF AN ESTABLISHED  
DEVELOPMENT AND IS NOT SUBJECT TO AN ADOPTION AGREEMENT.

- i. 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.
- ii. 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.
- iii. The answer provided is indicative only.

**6. Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

- i. From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the Public Sewer Map but are also within 30.48 metres (100 feet) of a building within the property.
- ii. 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.
- iii. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

**7. Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

- i. UNITED UTILITIES has a statutory right of access to carry out work on its assets. Employees of UNITED UTILITIES or its contractors may, therefore, need to enter the property to carry out work.
- ii. The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.
- iii. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.
- iv. The answer provided is indicative only.

**8. How can the drinking water quality for the area be checked?**

**9. Who are the water undertakers for the area?**

**10. Is a plan showing the approximate location of the water mains included?**

- i. The "water mains" in this context are those which are vested in and maintainable by the Water Company under statute.
- ii. Water Companies 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.
- iii. The map of water works will show 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.

**11. Do the records inspected indicate the property is connected to mains water supply?**

- i. The answer provided is indicative only.

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

- i. The boundary of the property has been determined by reference to the Ordnance Survey record.
- ii. The presence of a public water main within the boundary of the property may restrict further development within it. Water Companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.
- iii. The answer provided is indicative only.

YES - THE PUBLIC SEWER MAP INDICATES A PUBLIC SEWER WITHIN 30.48 METRES (100 FEET) OF ANY BUILDINGS WITHIN THE PROPERTY

NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER, DISPOSAL MAIN OR LATERAL DRAIN WITHIN THE BOUNDARIES OF THE PROPERTY

THE DRINKING WATER INSPECTORATE PRODUCES AN ANNUAL REPORT ON DRINKING WATER QUALITY FOR 7 REGIONS IN ENGLAND AND WALES. IT IS PUBLISHED END OF JUNE/EARLY JULY COVERING THE PREVIOUS CALENDAR YEAR.  
REPORTS CAN BE INSPECTED BY GOING TO:  
[www.dwi.defra.gov.uk/about/annual-report](http://www.dwi.defra.gov.uk/about/annual-report) .

UNITED UTILITIES, GROUND FLOOR GRASMERE HOUSE, LINGLEY MERE BUSINESS PARK, GREAT SANKEY, WARRINGTON, WA5 3LP

YES - A PLAN SHOWING THE APPROXIMATE LOCATION OF THE WATER MAINS IS INCLUDED

YES - THE RECORDS INSPECTED INDICATE THE PROPERTY IS CONNECTED TO MAINS WATER SUPPLY








NO - THE MAP OF WATER WORKS DOES NOT INDICATE ANY WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES WITHIN THE BOUNDARIES OF THE PROPERTY

**Public Sewer Plan**

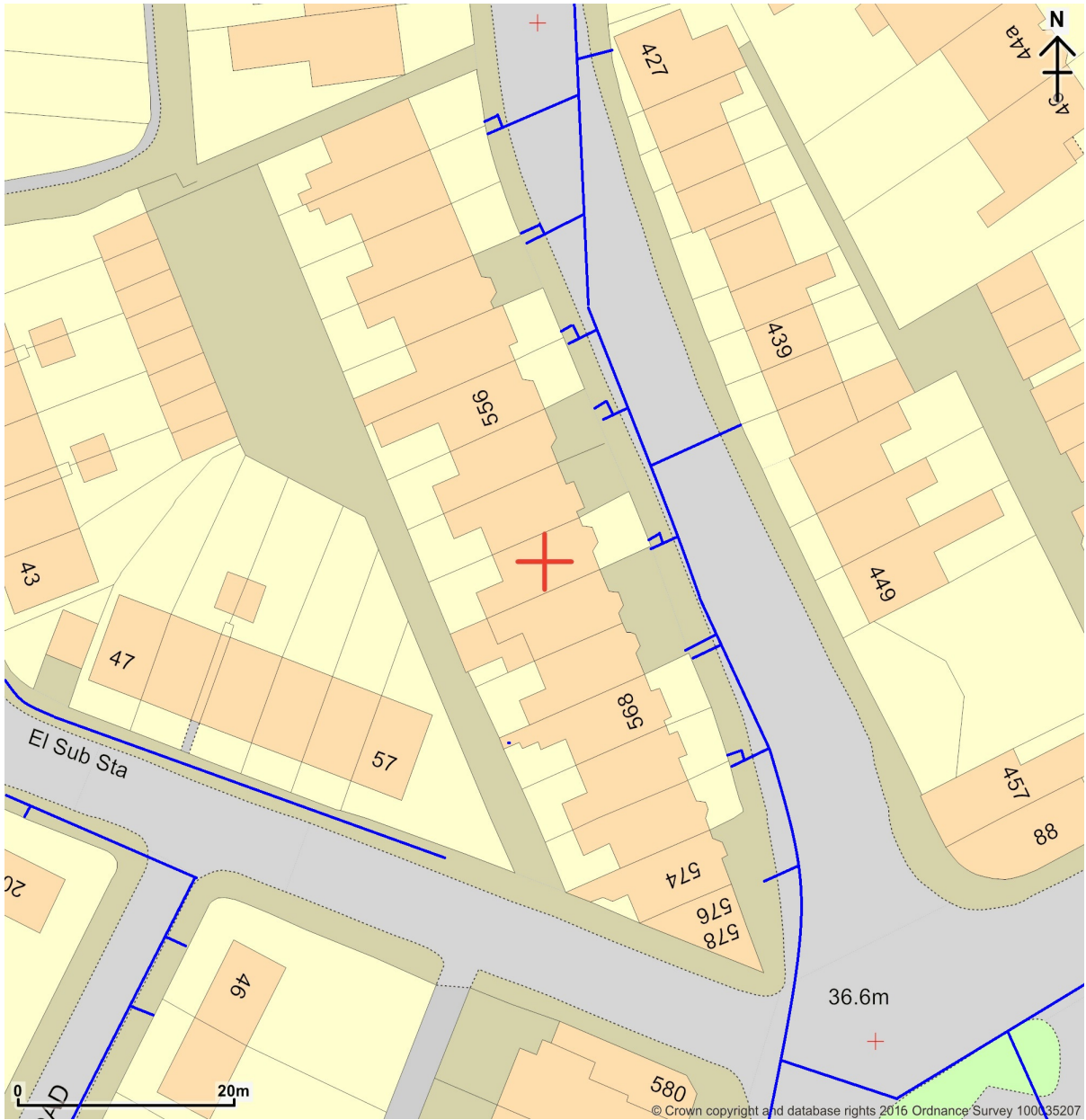


Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

**SEWER KEY**

-  Combined Sewer
-  Foul Sewer
-  Surface Water Sewer
-  Combined Sect. 104 Sewer
-  Foul Sect. 104 Sewer
-  Surface Water Sect. 104 Sewer
-  Rising Main Sewer

## Water Works Plan



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

### WATER WORKS KEY

 Water Main



**PSG Connect Ltd** (T/A The Property Search Group (PSG))  
6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley S75 3SP  
Tel: 01226 246644 Fax: 01226 245050  
Email: [customerservices@propertysearchgroup.co.uk](mailto:customerservices@propertysearchgroup.co.uk)  
Website: [www.psgconnect.co.uk](http://www.psgconnect.co.uk)

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

Registered in England and Wales registration number: 3674092  
VAT Registered Number: 721 3017 86.  
Registered Office: 6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley S75 3SP

## PSG Terms and Conditions

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions the following words shall have the meanings set opposite them:

**"Adverse Entry"** means a matter affecting the land which would have been disclosed in the information provided by an Appropriate Body in response to an application made to it under Part 1 (Standard Enquiries) of Form CON29R and/or CON29DW (Law Society Copyright, as amended) but which was not contained in the Search Report.

**"Appropriate Body"** means a Local Authority and/or Water Authority or other public body providing information in response to an application made under Part 1 (Standard Enquiries) of Form CON29R and/or CON29DW (Law Society Copyright, as amended).

**"Charges"** means Our financial charges for providing the Services, which will be notified to You when You submit Your Order.

**"Client"** means each of the following: (i) a person who appoints an adviser to perform services in connection with the property to which a Report relates; (ii) a person who is acquiring (or is considering acquiring) an interest in or charge over the property to which a Report relates; (iii) where a Report is taken into account in a valuation of the property to which it relates, a person who has or acquires an interest in the Property and places reliance on that valuation; and (iv) any person who acts in a professional or advisory capacity for any of the above.

**"Intellectual Property Rights"** means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

**"Order"** means Your request for Us to provide the Services, which You place by communicating or sending it to Us by electronic or other acceptable means.

**"Property"** means the property address of location, the building(s), land, fixtures and all chattels of which You require a Report.

**"PSG"** means the party from whom You order the Services which may be PSG Connect Ltd, PSG Energy Limited, PSG Financial Services Limited or any one or a combination of affiliated franchised businesses.

**"Report"** means any report/document that You have asked Us to deliver to You as detailed in the Order whether originated from PSG Connect Ltd, its franchisees or associated trading partners, PSG Energy Limited, or whether it is a Third Party Report.

**"Required Information"** means all information required to submit an Order to Us which shall enable Us to provide the Services to You.

**"Third Party"** means any person that is not within the definition of "Client" "Us/We/Our" or "You/Your"

**"Third Party Report"** means any report or document that We procure from a Third Party on Your behalf for the purpose of providing the Services to You.

**"Services"** means Our compilation and/or delivery of reports/documents to You.

**"Us/We/Our"** mean PSG Connect Ltd, PSG Energy Limited, PSG Financial Services Limited or one of Our franchised businesses, together The Property Search Group or PSG.

**"Working Day"** means Mondays to Fridays except bank and public holidays.

**"You/Your"** means the person, firm or company who instructs Us to provide the Services either on their own behalf or as an agent of another person.

1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

### 2. Your Privacy and Security

2.1 Your personal details are held on a secure database in accordance with relevant Data Protection legislation and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless You (or Your agent) specifically authorise PSG to do so during the ordering process or at any other time.

2.2 Your Order will be retained by Us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Order.

### 3. The Services

3.1 We will not be obliged to accept any Order. No contract for Services will come into force until We accept Your Order.

3.2 Each Order if accepted by Us will constitute a separate and severable contract.

3.3 In providing search Reports and Services we will comply with the Search Code.

3.4 We will use Our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and We cannot be held liable for failing to include in or omit from the Report, any information which becomes available after the date of publication or provision of the Services.

3.5 Within its suite of Services, PSG Offers two types of PSG Regulated Personal Search to Clients:

**Type 1 (Premium PSG Local Search)**, which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R;

**Type 2 (Standard PSG Local Search)**, which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R; however in the event that parts of the information (most frequently Building Regulations and/or Traffic Schemes) required for a search report are unavailable altogether or by reason of excessive delay or charging, PSG will supply insurance cover for such missing information as set out at 8.3 below.

3.6 By submitting an Order You shall be deemed to have acknowledged and accepted these Terms and Conditions and Your continued use of Our Services shall be an express acceptance of these Terms and Conditions as varied from time to time.

3.7 Any indication that We may give as to the time in which We will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that We have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions You agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to Us.

3.8 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3.9 Where You submit an Order to Us for a Third Party Report You shall be deemed to have acknowledged and accepted the terms and conditions of the Third Party that supplies the Third Party Report and continued use of the Third Party report shall be an express acceptance of its terms and conditions.

### 4. Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.

4.3 You shall be liable for payment for the Services at the rates notified to You prior to the Order, unless otherwise advised before the commencement of performance of the Services. All invoices shall be paid within 30 days of the date of issue, except for insurance policies provided through PSG Financial Services Ltd which are payable within 14 days of the date of issue or in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at a rate equivalent to the statutory provision in the Late Payment of Commercial Debts (Interest) Act 1998 and to recoup Our costs associated with recovery of the same.



## 5. Your Obligations

- 5.1 You will provide Us with the Required Information in Your Order. You warrant that the information supplied by You is complete, correct and up to date, and that We may proceed to provide the Services that You have ordered.
- 5.2 You will notify Us immediately You become aware of any inaccuracy contained within the Order whether supplied by You, any Third party or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.
- 5.3 If ordering online You will provide an electronic mailing address. If ordering by other means or if You are not capable of communicating by email You shall communicate by first class post or facsimile machine. In all communications You will provide a return address. In providing this address You agree that communications between Us and You will be through these means.
- 5.4 If there is any conflict between a provision of any Third Party Reports relating to Your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

## 6. Cancellation

- 6.1 If You cancel Your Order after it has been accepted and work has begun to provide the Services any refund of monies already paid will be at Our discretion and You will remain liable to pay any charges that have been reasonably incurred.
- 6.2 If Your Order is submitted in any other acceptable manner and You wish to cancel or re-schedule an Order, You agree to give Us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge to You depending on the progress of the Services at that point.
- 6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

## 7. Intellectual Property Rights and Proprietorship

- 7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in Us and remain Our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
- 7.2 You will not acquire nor will You attempt to register any Intellectual Property Rights in any Reports whether on Your own behalf or on behalf of any Client or other Third Party. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.
- 7.3 Title to the PSG products and Services which are the subject of Your Order shall remain the property of PSG and shall not pass to You or any other Third Party until the Charges notified to You have been paid to Us in full.

## 8. Limitation of Liability

- 8.1 If the Report is a Residential PSG Drainage Report it is only suitable for use in connection with a residential property transaction.
- 8.2 PSG has in place Professional Indemnity Insurance of £5m in respect of each and every claim in respect of its work in preparing, collating and providing a Report. The name and address of the primary insurer is W R Berkley Insurance (Europe) Limited, 6th Floor, 40 Lime Street, London EC3M 7AW.
- 8.3 For all PSG Regulated Personal Search Reports We will supply a Search Report Insurance Policy (SRIP) of up to £2m at no additional cost to You which will cover liability in personal searches for Adverse Entries whether arising from unanswered questions or errors in the records of the Appropriate Body which are the subject of the search as set out in the terms and conditions of the SRIP which are attached to the PSG Regulated Personal Search Report. This insurance cover is provided by First Title Insurance Plc, Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.
- 8.4 For all Residential PSG Drainage Reports We will supply a SRIP of up to £1m at no additional cost to You which will cover liability arising from such Adverse Entries affecting the Property which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in form CON29DW which are not contained in the Report as set out in the terms and conditions of the SRIP which are attached to the Residential PSG Drainage Report. This insurance cover is provided by First Title Insurance Plc, Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.
- 8.5 It is Your responsibility, where the value of the Property exceeds the amount set out in 8.2, 8.3 or 8.4 to inform Us before or upon receipt of Our Services/Report so that We may arrange additional or alternative insurance cover to take into account the increased value otherwise any claim against Us will be limited to the amount set out in clause 8.2, 8.3 or 8.4.
- 8.6 We cannot accept liability for any negligent or incorrect entry in the registers in which We search.
- 8.7 We shall not accept any responsibility or liability for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by You.
- 8.8 A PSG Report may contain information supplied by a Third Party such as a Solicitor, Environmental and Contaminated Land reporter, Chancel Searcher, Local Authority, Water Authority, HM Land Registry and/or an Energy Assessor. We may also supply (as intermediary) a Report that has been wholly created by Third Parties. These Third Parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or to be covered by statutory compensation arrangements. We shall not accept liability for any loss or consequence of the act or omission of a Third Party except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client of Yours against a Third Party data provider concerning the supply by that Third Party of an incorrect or incomplete Report and shall, where possible, assign to You (or a Client at Your direction) at Your cost the benefit of any warranty, guarantee or indemnity given to Us by such Third Party data provider or of which We have the benefit. Where a Third Party is the supplier of the product or service the Third Party's own terms and conditions shall apply.
- 8.9 Subject to any other provisions in these Terms and Conditions, We will not be liable to You for any loss, damages, costs or expenses caused directly or indirectly by a delay in delivery (even if caused by Our negligence).
- 8.10 We shall not be liable to You for any loss caused by any failure by You or Your Client to have in place all necessary means of receiving the Services, the maintenance of internet access, email facilities and security measures.
- 8.11 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if We were advised of or knew of the likelihood of such loss occurring.
- 8.12 We acknowledge that You may make Reports available to Clients in the normal course of your business and agree that where You do so then any such Client shall have the benefit of and may enforce Your rights under this agreement as if the Client were a party to this agreement.
- 8.13 We shall not be liable for any loss or damage sustained by You or any other Third Party directly or indirectly whether in contract, tort or otherwise making use of or relying on a Report unless and then only to the extent that such loss and damage shall be the direct consequence of the fraudulent or negligent act or omission of Us and/or breach of these Terms and Conditions by Us.
- 8.14 PSG does not exclude or restrict its liability for personal injury or death caused by negligence or any other liability the exclusion or restriction of which is expressly prohibited by law.
- 8.15 Without prejudice to the foregoing, our liability in connection with or in relation to this agreement to You and any Third Party for each claim or (where there is a set of related claims) each set of related claims (whether in contract, tort or otherwise), for any breach of obligation, default, act, omission, negligence or statement of or on behalf of Us, Our employees, servants, agents, sub-contractors or data providers; shall not exceed for each such claim or (where there is a set of related claims) each set of related claims the sum set out in 8.2, 8.3 or 8.4 or such higher amount expressly agreed in writing between the parties in advance of commissioning the relevant Order.

## 9. Force Majeure

- 9.1 We will not be liable for any failure to perform the Services due to any event beyond Our reasonable control. However, if Our performance of the Services is delayed due to any event beyond our reasonable control, We will notify You promptly.

## 10. Assignment

- 10.1 You may not assign charge or transfer any of Your obligations under the Terms and Conditions without Our prior written consent.
- 10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to You.

## 11. General

- 11.1 These Terms and Conditions constitute the entire agreement between You and Us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between You and Us in respect of the Services.
- 11.2 You acknowledge that in instructing Us to provide the Services, You do not do so on the basis of any representation, warranty or provision not expressly contained within these Terms and Conditions.
- 11.3 If at any time, any one or more of these Terms and Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Terms and Conditions, which shall remain in full force and effect.
- 11.4 Any failure by Us to enforce a breach of these Terms and Conditions by You will not be deemed to be a waiver of any subsequent breach of these Terms and Conditions that You may make.





11.5 Nothing in these Terms and Conditions shall create or be deemed to create a partnership or joint venture between Us and You or the relationship of principal and agent or employer and employee.

11.6 These Terms and Conditions will be governed exclusively by the law of England and Wales. You and We agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and We agree that no Third Party will be afforded any rights under these Terms and Conditions to gain access to the data of any party to this agreement unless permission is granted by the party to which the data refers.

### **Important Consumer Protection Information**

Search Reports are produced by the PSG Franchise identified on the front page of the Report; the franchises of PSG Connect Ltd (Head Office - 6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley, S75 3SP) are collectively registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports 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 Search Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws.
- Monitor their compliance with the Code.

### **Complaints**

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

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

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

The PSG complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to the PSG Franchise identified on the front page of the Report.

If you are not satisfied with our final response, or 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](mailto:admin@tpos.co.uk).

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

### **Financial Conduct Authority:**

PSG Financial Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). FCA Registration number 583137. You can check this on the FCA Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0845 606 1234



Form No. SRIP DW 10/12

V5

**SEARCH REPORT INSURANCE POLICY**

**Policy Issuer: PSG Financial Services Limited**

**Policy Number: 60-062-000000**

**1. Definitions**

In this policy unless the context otherwise requires:

1.1 **“Actual Loss”** means:

1.1.1 the difference between (i) the lesser of the price the Insured actually paid for the Land and the Market Value of the Land at the Policy Date without an Adverse Entry; and (ii) the Market Value of the Land at the Policy Date as reduced by the effect of an Adverse Entry

1.1.2 in respect of a Lender: a shortfall in the repayment of the outstanding loan amount, upon a sale of the Land by the Lender, which arises directly from an Adverse Entry

provided that First Title's liability under this policy will, under no circumstances, exceed £1,000,000.

1.2 **“Adverse Entry”** means a matter affecting the Land which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29 DW (Law Society Copyright, as amended) but which was not contained in the Search Report.

1.3 **“Appropriate Body”** means a water authority or other public body providing information in response to an application made under Form CON29 DW (Law Society Copyright, as amended).

1.4 **“Authorised Expenses”** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.

1.5 **“Bordereau”** means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.

1.6 **“Buyer”** means a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land.

1.7 **“First Title”** means First Title Insurance plc.

1.8 **“Insured”** means all or any of:

1.8.1 a Buyer

1.8.2 a Lender

1.9 **“Know, Known or Knowing”** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.

1.10 **“Land”** means the interest in existing single individual residential property specified in the Bordereau, which will continue to be used as developed at the Policy Date, or a vacant building plot to be developed as a single individual residential property.

1.11 **“Lender”** means a person or body making a loan to the Insured secured over the Land.

1.12 **“Market Value”** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.

1.13 **“Policy Date”** means the date on which the Search Report was prepared.

1.14 **“Policy Issuer”** means **PSG Financial Services Limited** who will not be an insured under this Policy.

1.15 **“Search Report”** means a report providing the information contained in Form CON29 DW (Law Society Copyright, as amended) obtained from a private search provider and not directly from an Appropriate Body.

**2. Coverage Statement**

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed to that Insured in the Search Report; and/or

2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

**3. Exclusions**

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

3.1 risks that:

3.1.1 that Insured creates, allows or agrees to at any time

3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report

3.1.3 result from unavailable information or similar reply from the Policy Issuer or the Appropriate Body

3.1.4 do not cause that Insured any loss

3.1.5 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date

3.1.6 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

3.1.7 are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out

3.1.8 cause any loss arising by reason of environmental protection legislation or contamination affecting the Land

3.1.9 would be dealt with under a buildings and/or contents insurance policy

3.1.10 result from the enforcement of statutory rights to discontinue supply or alter methods of charging

3.1.11 relate to any adverse affects caused by The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011

3.1.12 relate to questions in Form CON29 DW (Law Society Copyright, or any corresponding renumbering on an amended form) affecting risk of low water pressure, flow or quality.

**4. Continuation of indemnity**

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

**5. Notification of a claim**

5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP DW 10/12.

5.1.1 by post to Legal and Claims, First Title Insurance Plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU

5.1.2 by e-mail to [legal&claims@firsttitle.eu](mailto:legal&claims@firsttitle.eu)

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

## 6. Defence and prosecution of actions and an Insured's duty to co-operate

- 6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1
- 6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer
- 6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order
- 6.4 First Title will consult with the Insured on all matters arising under a claim

## 7. Proof of loss and deadline for advising of loss

- 7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
- 7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

## 8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

- 8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
- 8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
- 8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or
- 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

## 9. Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

## 10. Limitation of First Title's liability

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation; or
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

## 11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- 11.1 all payments under this policy except for Authorised Expenses;
- 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

## 12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

## 13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

## 14. Liability limited to this policy

This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

## 15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

## 16. Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales.

## 17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

## 18. Notices

All notices required to be served on or given to First Title Insurance plc under this policy must include a reference SRIP DW 10/12 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

**POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY****keyfacts**<sup>®</sup>**1. This summary.**

This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Insureds and Lenders. This document does not contain the full terms and conditions of the Search Report Insurance Policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that you read the policy itself. The policy is a legally binding contract between each Insured and First Title Insurance plc.

**2. The Insurer.**

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc provides general insurance products.

**3. Type of insurance.**

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

**4. What does the policy not cover?**

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

**5. Limitations of the Policy.**

The insurance given under the Search Report Insurance Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the amounts detailed in paragraph 1.1 of the policy, which should be referred to.

**6. Cancellation Terms.**

Because the interests of a number of persons may all be protected at the same time by insurance given under the Search Report Insurance Policy in relation to each individual property, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See paragraph 17 of the policy.

**7. Term of the policy.**

Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to paragraph 2 of the policy.

**8. Claims.**

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraph 5 of the policy.

**9. Queries.**

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

**10. Complaints.**

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU. Please quote the policy reference. SRIP DW 10/12.

If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

**11. Compensation**

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation you can receive under the Scheme. You will normally be covered for at least 90% of the payment due under your policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

**12. Price**

The policy is provided at no cost to the Insured by PSG Financial Services Limited as part of its service.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial service complaints we cannot settle may be referred to the Financial Ombudsman Service.

**PSG Financial Services Limited (PSG)**

6 Great Cliffe Court,  
Great Cliffe Road,  
Barnsley, S75 3SP  
Registered Office:  
133 Ebury Street,  
London, SW1W 9QU

- 1 The Financial Conduct Authority (FCA)** The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas such as Treating Customers Fairly (TCF) is embedded within all firms.

The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

- 2 Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.
- 3 Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.
- 4 What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.
- 5 Who regulates us?** PSG's registration number is 583137. Our permitted business is arranging insurance contracts. You can check this on the FCA's Register by visiting the following website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0800 111 6768.
- 

**Search Report Insurance Policy****Demands & Needs Statement and Suitability**

In connection with the Personal Drainage and Water Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Conduct Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance. Our recommendation is based upon First Title Insurance plc being an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and a subsidiary of The First American Financial Corporation. First American Financial Corporation is a leading global provider of title insurance for residential and commercial real estate transactions.

*Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.*