SUMMARY

1. Who are the sewerage undertakers for this area? ▸ See section 1.	SEVERN TRENT WATER
2. Is a plan showing the approximate location of public sewers included? ▸ See section 2.	YES
3. Do the records inspected indicate that foul water from the property drain to a public sewer? ▸ See section 3.	YES
4. Do the records inspected indicate that surface water from the property drains to a public sewer? ▸ See section 4.	YES
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? ▸ See section 5.	REFER TO REPORT
6. Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property? ▸ See section 6.	YES
7. Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property? ▸ See section 7.	NO
8. How can the drinking water quality for the area be checked? ▸ See section 8.	REFER TO REPORT
9. Who are the water undertakers for the area? ▸ See section 9.	SEVERN TRENT WATER
10. Is a plan showing the approximate location of the water mains included? ▸ See section 10.	YES
11. Do the records inspected indicate the property is connected to mains water supply? ▸ See section 11.	YES
12. Are there any water mains, resource mains or discharge pipes within the boundaries of the property? ▸ See section 12.	NO

Search compiled by
PSG - Nottingham,

Property Address
211, Nottingham Road
Alfreton,
DE55 7FL

Reference Numbers
Case: 2652209
Search: 7238147
Reference: YELLOWTEAM/R10973-0002

Search Date
08 October 2021

Requested By
2nd Floor Step Business Centre, 14-16 Bridgford Road, West Bridgford, Nottinghamshire, NG2 6AB,

Contact details

Search supplied by and all queries to:

PSG - Nottingham,

2nd Floor Step Business Centre, 14-16
Bridgford Road
West Bridgford,
Nottinghamshire,
NG2 6AB

0115 977 5029

or by Email at:

chrisbrown@propertysearchgroup.co.uk

REPORT DETAILS

1.	**Who are the sewerage undertakers for this area?**	↑ TOP
▶	**SEVERN TRENT WATER, COVENTRY , CV1 2LZ**	

2.	**Is a plan showing the approximate location of public sewers included?**	↑ TOP
	i. Sewers will be shown on the plan where applicable. ii. The Water Industry Act 1991 defines Public Sewers as those which SEVERN TRENT WATER 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.	
▶	**YES - A PLAN IS INCLUDED**	

3.	**Do the records inspected indicate that foul water from the property drain to a public sewer?**	↑ TOP
	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.	
▶	**YES - THE RECORDS INSPECTED INDICATE THAT FOUL WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER**	

4.	**Do the records inspected indicate that surface water from the property drains to a public sewer?**	↑ TOP
	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.	
▶	**YES - THE RECORDS INSPECTED INDICATE THAT SURFACE WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER**	

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?**	↑ TOP
	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.	
▶	**THE PROPERTY APPEARS TO BE PART OF AN ESTABLISHED DEVELOPMENT AND IS NOT SUBJECT TO AN ADOPTION AGREEMENT.**	

6.	**Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**	↑ TOP
	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.	
▸	**YES - THE PUBLIC SEWER MAP INDICATES A PUBLIC SEWER WITHIN 30.48 METRES (100 FEET) OF ANY BUILDINGS WITHIN THE PROPERTY**	

7.	**Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**	↑ TOP
	i. SEVERN TRENT WATER has a statutory right of access to carry out work on its assets. Employees of SEVERN TRENT WATER 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.	
▸	**NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER, DISPOSAL MAIN OR LATERAL DRAIN WITHIN THE BOUNDARIES OF THE PROPERTY**	

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

9.	**Who are the water undertakers for the area?**	↑ TOP
▸	**SEVERN TRENT WATER, COVENTRY , CV1 2LZ**	

10.	**Is a plan showing the approximate location of the water mains included?**	↑ TOP
	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.	
▸	**YES - A PLAN SHOWING THE APPROXIMATE LOCATION OF THE WATER MAINS IS INCLUDED**	

11.	**Do the records inspected indicate the property is connected to mains water supply?**	↑ TOP
	i. The answer provided is indicative only.	
▸	**YES - THE RECORDS INSPECTED INDICATE THE PROPERTY IS CONNECTED TO MAINS WATER SUPPLY**	

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

ADDITIONAL PROTECTION

The Regulated 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.

INSURANCE DOCUMENTATION

FirstTitle

Form No. SRIP DW 02/17
V6
SEARCH REPORT INSURANCE POLICY
Policy Issuer: PSG Client Services Ltd (Insurance)
Policy Number: SRIPDW(E&W)60-103-2652209

- **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 **"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.
  - 1.6 **"First Title"** means First Title Insurance plc.
  - 1.7 **"Insured"** means all or any of:
    - 1.7.1 a Buyer
    - 1.7.2 a Lender
  - 1.8 **"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.
  - 1.9 **"Land"** means either: i. the single private residential property specified in the Search Report that is located in England or Wales and in existence at the Policy Date and which shall be used/continue to be used for residential purposes; or ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.
  - 1.10 **"Lender"** means a person or body making a loan to the Insured secured over the Land.
  - 1.11 **"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.
  - 1.12 **"Policy Date"** means the date on which the Search Report was prepared.
  - 1.13 **"Policy Issuer"** means **PSG Client Services Ltd (Insurance)** who will not be an insured under this Policy.
  - 1.14 **"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. This exclusion only applies where the Land consists of: i. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or ii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.
    - 3.1.13 arise or result from the developer's default in providing a connected drainage and water system to the Land that has been or will be duly adopted where that was the intention.
- **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 02/17.
    - 5.1.1 by post to the Claims Department, First Title Insurance Plc, ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU; and/or
    - 5.1.2 by e-mail to claims@firsttitle.co.uk.
  - 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 being the policy number, SRIP DW 02/17 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.
- **19. Complaints**
  The Insured should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU should it require any further information or wish to complain about any aspect of the service it has received. For further information visit: www.firsttitle.co.uk/about/customer-complaints. If the Insured's complaint is not dealt with to the Insured's satisfaction, the Insured can 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 an Insured's complaint. Making a complaint will not prejudice the Insured's right to take legal proceedings.
- **20. Compensation**
  Should First Title Insurance plc become unable at any time to meet claims against it, the Financial Services Compensation Scheme may protect the Insured's interests. There are maximum levels of compensation the Insured can receive under the Scheme. The Insured will normally be covered for at least 90% of the payment due under the Insured's policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 020 7741 4100 or visit their website at www.fscs.org.uk.
- **21. Privacy Policy**
  First Title's privacy notice has been updated to reflect how we use the Insured's personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if you wish to view the privacy notice on our website at www.firsttitle.co.uk/privacy.

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.

Insurance Product Information Document
Legal Indemnity Insurance

FirstTitle

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it 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 this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance

What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £1,000,000.00
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is:
  Actual Loss incurred by reason of an Adverse Entry which existed at the Policy Date in the records of the Appropriate Body, but was not fully disclosed in the Search Report:
  An 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 within the Search Report.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.

What is not insured?

First Title Insurance plc 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 risks or Adverse Entries that:

- ✗ The Insured creates, allows or agrees to at any time;
- ✗ Are known to the Insured but not to First Title Insurance plc and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report;
- ✗ Result from unavailable information or similar reply from the Policy Issuer or the Appropriate Body;
- ✗ Do not cause the Insured any loss;
- ✗ Occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date;
- ✗ Are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract;
- ✗ Are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out;
- ✗ Arise by reason of environmental protection legislation or contamination affecting the Land;
- ✗ Would be dealt with under a buildings and/or contents insurance policy;
- ✗ Result from the enforcement of statutory rights to discontinue supply or alter methods of charging;
- ✗ Relate to any adverse effects caused by The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011;
- ✗ (in respect of instances in which the Land is either a vacant building plot to be developed or a building plot in the process of being developed, in both cases in accordance with planning permission existing prior to the Policy Date) which relate to questions in Form CON29 DW (Law Society Copyright, as amended) affecting risk of low water pressure, flow or quality;
- ✗ Relate to a developers default in providing a connected drainage and water system to the Land that has been or will be duly adopted where that was the intention;

✖ Result from any fees incurred by a lawyer instructed by anyone other than First Title Insurance plc.

Are there any restrictions on cover?

! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:

- ! You voluntarily assume liability by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
- ! You refuse to co-operate with First Title Insurance plc;
- ! Your acts or omissions adversely affect First Title Insurance plc's ability to dispute or defend any challenge or claim or to commence any action against other persons;
- ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;
- ! the use of the Land is not (or in the case of a plot, will not be) as a single private residential property;

! First Title Insurance plc's maximum liability under the policy will be:

- ! £1,000,000.00; and
- ! Authorised Expenses.

Where am I covered?

✓ The coverage is for the single private residential property specified in the Search Report that is located in England or Wales (or in the case of a building plot, the plot that is or will be developed as a single private residential property in accordance with planning permission obtained prior to the Policy Date).

What are my obligations?

– You must:

- – use or continue to use the Land for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
- – notify First Title Insurance plc in writing, as soon as possible on becoming aware of any claim or a circumstance which might entitle that Insured to make a claim under the policy;
- – co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
- – not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim, defend any challenge or commence any action against other persons;
- – transfer or assign all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
- – in the case of the Lender, if requested, transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
- – not assume any liabilities by negotiation, settling any claim or litigation without First Title Insurance plc's prior written consent;
- – permit First Title Insurance plc to use your name in respect of the payment or other settlement of any claim;
- – within 90 days of knowledge of the facts which let the Insured establish the amount of loss, provide a written statement to First Title Insurance plc detailing the amount of the Actual Loss and the method used to compute

that amount;

- comply with all of the terms, conditions and provisions of the policy at all times.

When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to the Insured.

When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of each Insured's relevant interest in the Land.

How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.
No refund of premium will be payable in any circumstance.

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 is registered in England under company number 01112603. Registered office: ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU Ref: 1118-01.10.18

First Title Insurance is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

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PROPERTY INFORMATION EXCHANGE GROUP - Supply Terms

Definitions

In these Terms the following words shall have the following meanings:

Adverse Entry	in respect of a Regulated Local Authority Search- means any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission In respect of a Regulated Drainage Search 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 CON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search (*) see the SRIP appended to the relevant Regulated Search for the definition of "property" and "land"
Appropriate Body	means either the local authority or other public body responsible for maintaining the registers and information that are covered by forms LLC1 and Part 1(Standard Enquiries) of CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time
Customer	means a seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Services or any person who has an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php as updated from time to time
Group	means (i) the Property Information Exchange Group comprising of, for the purpose of these Terms, Property Information Exchange Limited (CRN:6029390), registered office at 1 London Street, Reading, RG1 4PN. VAT number GB897 4817 53, (ii) PSG Client Services Limited (CRN:04762434) registered office at 1 London Street, Reading, RG1 4PN. VAT number GB 734 5741 26 and (iii) the PSG franchise office Your account is connected to being one of those offices listed at https://www.psgconnect.co.uk/offices/
Business	means a company, partnership or trader acting in for purposes of their trade, business or profession in respect of which We have been instructed to provide Services
Consumer	means any person who order Services from Us directly acting for purposes (i.e. not as a Business)
Contract	has the meaning given in clause 2.1
Data Protection Laws	means any legislation relating to privacy and data protection as applicable in England and Wales at the time of the Contract including electronic communications
Insurance Product(s)	means an insurance product which either (i) We order for You (and include in our invoice to You) which We are able to do as We are an Appointed Representative of UKGlobal Broking Group OR (ii) You order via the relevant Ordering Platform or by any other means directly from PSG Client Services Limited. In both instances PSG Client Services Limited is a Third Party Supplier and the PSG Client Services Limited (Insurance) TOBA https://www.psgconnect.co.uk/psg-cs-insurance-terms-of-business/ apply
Insured	in the context of a Regulated Local Authority Search SRIP means a buyer and/or lender

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Intellectual Property Rights	means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media We make available to You from time to time in respect of the Services
Official Search	means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS)
Optional Services	means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third Party Supplier
Order	means any request for Services made by You or on Your behalf in respect of the same Property
Ordering Platform	means one of the ordering platforms made available to You as relevant to the Group party supplying Services to You
Privacy Notice	means the privacy notice (which includes Our data processing notice) at https://poweredbypie.co.uk/content/downloads/Privacy_Notice.pdf or, if You place an Order as Consumer, this refers to the consumer privacy notice at clause 9.4.
Property	means an address or location to which the Services relate
Regulated Search(es); Regulated Drainage Search/ Regulated Local Authority Search	means a Property search being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a **Regulated Drainage Search**) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a **Regulated Local Authority Search**)
Third Party Product(s)	means any part of the Services which We source from a Third Party Supplier and Includes Insurance Products
Search Pack	A pre-determined combination of Regulated Searches and Third Party Product.
Services	means the supply of Regulated Searches, Optional Services or Third Party Products to You in accordance with your Order
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
SRIP	means a Regulated Local Authority search report insurance policy and further details are provided in clause 6.6
Third Party Supplier Terms	means the terms and conditions of Third Party Suppliers which (i) can be found at https://poweredbypie.co.uk/documents/third-party-terms.pdf or (ii) which You have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.
Terms	means these terms and conditions of business which apply to the Services
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	refers the entity within the definition of Group which invoiced You for Services
You and **Your**	are references to the Customer or individual, company, partnership or organisation who accesses the Ordering Platform or otherwise places an Order with Us

Property Information Exchange Ltd and PSG Client Services Limited are each an appointed representative of UKGlobal Broking

Group Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 840855). Property Information Exchange Ltd is also an Introducer Appointed Representative of Dual Corporate Risks Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 312593)

1. Contract

1.1 The contract between You and Us shall come into existence when We accept your completed Order by either sending You written confirmation or providing You with the relevant Services ("**Contract**"). Please read and check the Order before it is submitted so that any errors can be identified and corrected.

1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.

1.3 You accept responsibility for ensuring that Order details relating to the Service entered Into the Ordering Platform are sufficient and correct for Us to deliver the Service

1.4 These Terms may be varied from time to time. The Terms in force at the time of the Contract, in conjunction with any relevant Third Party Supplier Terms, the Order and the Privacy Notice (**Provisions**), shall govern the Contract to the exclusion of all other terms and conditions. You agree to be bound by the Provisions when You place any Order. You should print a copy of the Provisions for future reference.

1.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.

1.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our authorised agents, please ensure You ask for any variations from the Provisions to be confirmed in writing.

2. Services

2.1 We shall use reasonable care and skill in providing the Services and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code or who adopt standards of practice and consumer protection which are comparable with the Code.

2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.

2.3 Regulated Local Authority Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Local Authority Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared.

2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.

2.5 In placing the Order and formation of the Contract, You agree that We may take steps to performing the Services immediately. See clause 5 for limited provisions relating to cancellation.

2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.

3. Price and Payment

3.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Order. We reserve the right to express the price exclusive of VAT, but we shall show the VAT separately and include it in the total price.

3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.

3.3 Payment is due in full from You within 30 days from date of invoice unless varied on the invoice.

3.4 We reserve the right to amend prices from time to time however, Services will be charged at the price applicable at the date on which an Order is submitted.

3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.

3.6 Any discount, rebate or commission must be agreed in writing. You are responsible for advising your Customer of this arrangement.

3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. Cancellation of Services / Refunds

4.1 If you are a Consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 4.3.

4.2 This cancellation right may not apply to You as We are not obliged to cancel an Order where;

4.2.1 Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or

4.2.2 where We have started work on the Services with Your agreement (given in Clause 2.5).

4.3 If you are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 4.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Contract.

4.4 To cancel the Contract You must email Us on support@poweredbypie.co.uk without delay. We will advise You what we may be able to do to cancel the Order but You should be aware that as the Services are procured without delay, cancellation may not be possible where fulfilment of the Services has already started.

4.5 Following cancellation of the Contract (save for cancellation in accordance with Clause 4.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Clause 3.3.

4.6 Any refund We may make is at Our discretion.

4.7 Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled services. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You In respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.

4.8 INSURANCE PRODUCTS: The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 01226 978264 or email Us at insuranceservices@propertysearchgroup.co.uk to discuss such cancellation.

5. Events Beyond Our Control

5.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

6. Warranties and liability limits

6.1 Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.

6.2 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.

6.3 Subject to Clause 6.2 We are not liable to You;

6.3.1 in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;

6.3.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;

6.3.3 in respect of liability arising from supply of Third Party Products included in the Services and You are referred to the Third Party Supplier Terms;

6.3.4 in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.

6.4 Where an error is found in respect of the Services or should, have been identified by You (acting with reasonable care and skill), before the contract for the legal transaction relating to the Property has been exchanged and such error is solely due to Our negligence in preparing, collating and providing the Service We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Services free of charge and shall have no further liability to You / the Customer even if the supply of the replacement may cause delay or abortive transaction.

6.5 Subject always to the above, where an error is found in respect of the Services after the completion of the legal transaction relating to the Property, provided that the error should not have been determinable under clause 6.4, Our liability to You / the Customer in respect of Our negligence in relation to the supply of Services is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.

6.6 **Regulated Local Authority Search.** In respect of each Regulated Local Authority Search the Insured has the benefit of a SRIP. The SRIP is provided by First Title Insurance PLC and the policy is appended to each Regulated Local Authority Search. The SRIP provides cover against an Adverse Entry to the level of £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to this level of cover.

6.7 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Third Party Supplier Terms) do not apply to the Services.

7. Intellectual Property Rights

7.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Third Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

7.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Clause 8.

8. Complaints

8.1 See the information at the end of these Terms.

9. Data Protection

9.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.

9.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.

9.3 We will process data concerning You and your employees in accordance with the Privacy Notice.

9.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

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10. General

10.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.

10.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.

10.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.

10.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

10.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.

10.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.

10.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

10.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.

10.9 In providing the Services We will comply with the Code as applicable.

10.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Important Consumer Protection Information

The Property Codes Compliance Board (“**PCCB**”) independently monitors how registered search firms maintain compliance with the Code.

The 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 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.

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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
Web site: www.tpos.co.uk
E-mail: admin@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

The Group 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 Code Compliance Officer, PSG, Ground Floor, One Capitol Court, Barnsley, S75 3TZ or email support@poweredbypie.co.uk.

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.

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