

**Search prepared for:**

TERENCE ST J MILLETT

**Search Number:** 35838  
**Your Reference:** EF/48378

**Property:**

FLAT E  
 17-18 HARRINGTON SQUARE  
 LONDON  
 NW1 2JJ

UPRN: NOT AVAILABLE

**Other roadways, footpaths and footways:**

NONE

Plan attached (Open Data) YES

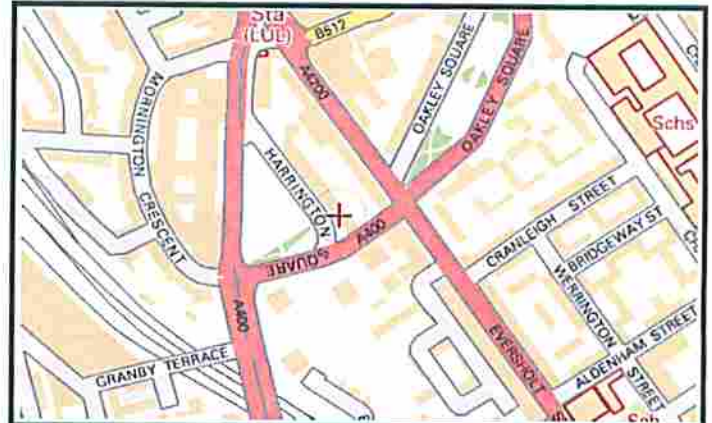
Optional enquiries to be answered YES

Additional enquiries are to be attached on a  
 separate sheet NO

**Search prepared by and any enquiries to:**

Thomas Bridgen  
 MoveReportsUK Limited  
 Hilton Hall, Hilton Lane  
 Essington, Wolverhampton  
 WV11 2BQ

Tel: 0845 094 5733 Fax: 0845 094 5739

**QUICK SEARCH SUMMARY:**

Q1. PLANNING & BUILDING REGS = SEE REPORT  
 Q2. ROADS = ADOPTED  
 Q3. SCHEMES & NOTICES = NONE  
 Q3.5 HIGH SPEED RAIL (HS2) = NONE  
 Q5. FOOTPATHS = NONE  
 • 'GREEN DEAL CHECKER' = CLEAR

Please refer to contents of search for exact replies.

**Additional Enquiries:**

Q.5 FOOTPATHS (Always included)

Responsible Person: On behalf of MoveReportsUK Ltd

Signed:

Date: 06/03/2014

## QUESTION 1 PLANNING AND BUILDING REGULATIONS

### 1.1 Planning and Building Decisions and Pending Applications

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

(a) a planning permission;	ANY ENTRIES SHOWN ON APPENDIX 1
(b) a listed building consent;	ANY ENTRIES SHOWN ON APPENDIX 1
(c) a conservation area consent;	ANY ENTRIES SHOWN ON APPENDIX 1
(d) a certificate of lawfulness of existing use or development;	ANY ENTRIES SHOWN ON APPENDIX 1
(e) a certificate of lawfulness of proposed use or development;	ANY ENTRIES SHOWN ON APPENDIX 1
(f) building regulation approvals;	ANY ENTRIES SHOWN ON APPENDIX 1
(g) a building regulation completion certificate;	ANY ENTRIES SHOWN ON APPENDIX 1
(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	ANY ENTRIES SHOWN ON APPENDIX 1 PLEASE REFER TO INFORMATIVE
How can copies of the decisions be obtained?	Please contact MoveReportsUK Ltd
<b>INFORMATIVE:</b> If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations	<b>INFORMATIVE:</b> The owner or occupier of the property should be asked to produce any such certificate. The seller or developer should be asked to provide evidence of compliance with building regulations.

### 1.2 Planning Designations & Proposals

What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan?  This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.	- DESIGNATED VIEW - CONSERVATION AREA
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## QUESTION 2 ROADS

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

(a) highways maintainable at public expense;	HARRINGTON SQUARE – YES
(b) subject to adoption and supported by a bond or bond waiver;	NONE
(c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or	NONE
(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?	NONE
If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.	

### QUESTION 3 OTHER MATTERS

From records inspected, do any of the following matters apply to the property?

#### 3.1 Land required for Public Purposes

Is the property included in land required for public purposes? NO

#### 3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks? NO

#### 3.3 Drainage Agreements and Consents

Do either of the following exist in relation to the property:

(a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or NO

(b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? NO

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to Drainage & Water report.

#### 3.4 Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following:

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme; NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; NO

(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes; NO

(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes; NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-round about); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? NO

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

<b>3.5 Nearby Railway Schemes</b>	
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NONE
<b>3.6 Traffic Schemes</b>	
Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:	
(a) permanent stopping up or diversion;	NO
(b) waiting or loading restrictions;	NO
(c) one way driving;	NO
(d) prohibition of driving;	NO
(e) pedestrianisation	NO
(f) vehicle width or weight restriction;	NO
(g) traffic calming works including road humps;	NO
(h) residents' parking controls;	NO
(i) minor road widening or improvement;	NO
(j) pedestrian crossings;	NO
(k) cycle tracks; or	NO
(l) bridge building?	NO
In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.	
<b>3.7 Outstanding Notices</b>	
Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:	
(a) building works;	NONE REGISTERED
(b) environment;	NONE REGISTERED
(c) health and safety;	NONE REGISTERED
(d) housing;	NONE REGISTERED
(e) highways; or	NONE REGISTERED
(f) public health?	NONE REGISTERED
<b>3.8 Contravention of Building Regulations</b>	
Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	NONE REGISTERED

<b>3.9 Notices, Orders, Directions and Proceedings under Planning Acts</b>	
Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:	
(a) an enforcement notice;	NONE REGISTERED
(b) a stop notice;	NONE REGISTERED
(c) a listed building enforcement notice;	NONE REGISTERED
(d) a breach of condition notice	NONE REGISTERED
(e) a planning contravention notice	NONE REGISTERED
(f) another notice relating to breach of planning control;	NONE REGISTERED
(g) a listed building repairs notice;	NONE REGISTERED
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NONE REGISTERED
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE
<b>3.10 Conservation Area</b>	
Do any of the following apply in relation to the property:	
(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) – (b) SEE APPENDIX 1
(b) an unimplemented resolution to designate the area a conservation area?	
<b>3.11 Compulsory Purchase</b>	
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED

<b>3.12 Contaminated Land</b>	
Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):	
(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry;	NONE REGISTERED
(ii) or an entry: or	NONE REGISTERED
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	NONE REGISTERED
A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.	
<b>3.13 Radon Gas</b>	
Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	PLEASE REFER TO THE HEALTH PROTECTION AGENCY (SEE INFORMATIVE NOTE OPPOSITE FOR DETAILS) OR TO YOUR ENVIRONMENTAL REPORT, IF PURCHASED
INFORMATIVE: 'Radon Affected Area' means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the 'Radon Action Level' (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).	
Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency	
(HPA) website ( <a href="http://www.hpa.org.uk/radiation/radon/index.htm">www.hpa.org.uk/radiation/radon/index.htm</a> ). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ	
A guide containing further information about Radon Affected Areas is available free from DEFRA	

**5.1 Public Paths or Byways**

Is any footpath, path, bridleway, restricted byway or byway open to all traffic which abuts on or crosses the property shown in a definitive map or revised definitive map prepared under part IV of the national Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981? If so, please mark its approximate route on the attached plan

The definitive map does not show every public footpath or byway

NO

## APPENDIX 1

### ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

<b>Property:</b>	<b>FLAT E, 17-18 HARRINGTON SQUARE, LONDON, NW1 2JJ</b>
<b>LOCAL LAND CHARGE REGISTER ENTRIES:</b>	
<p>1. CLEAN AIR ACT 1993 SMOKE CONTROL ORDER REGISTERED 09/06/2008</p> <p>2. TOWN AND COUNTRY PLANNING ACT 1971 - SECTION 277(9) WITHIN A DESIGNATED CONSERVATION AREA - DESIGNATED DATE 11/11/1986 KNOWN AS CAMDEN TOWN CONSERVATION AREA REGISTERED 11/01/1987</p> <p>3. PLANNING (LISTED BUILDING AND CONSERVATION AREAS) ACT 1990 – SECTION 1 INCLUDED IN THE LIST OF BUILDING OF SPECIAL ARCHITECTURAL OR HISTORIC INTEREST GRADE II REGISTERED 11/01/1999</p>	
<b>PLANNING REGISTER ENTRIES SINCE: 01/01/1980</b> (Historical Land Charge Planning Applications always shown)	
<p>1. LEX0200636 INTERNAL ALTERATIONS COMPRISING DEMOLITION OF STUD PARTITION WALLS AND RELOCATION OF DOOR PG/C 01/10/2002</p>	
<b>BUILDING REGULATION APPLICATIONS SINCE: 01/01/2000</b>	
<p>1. 02/2/0334 REPOSITIONING WC INTO EXISTING BATHROOM NO FURTHER DETAILS</p>	
<b>OTHER DETAILS</b>	
<b>PLEASE NOTE THE FOLLOWING INFORMATION:</b>	



# HS2 Enquiry

**PLAN WINDOW LEFT BLANK WHEN NOT  
AFFECTED**

**HS2 Line shown in Red with property location circled.**

**A detailed HS2 Report can be purchased via the On-Line ordering  
or contacting  
MOVE REPORTS on 0845 094 5733**

#### **FOOTNOTE:**

Access to certain information may not be either freely available or genuinely unavailable when conducting the Personal Search: *the circumstances in which information is genuinely unavailable are extremely limited but if this is the case then it would be the only time when the search compiler can itself take the decision not to answer a question. This refers to a very small number of cases where a record does not exist under any circumstances and the information it contains is not available even to the data provider itself. For example, where planning data which theoretically is available back to 1940s but is archived in deep storage and is not available to the local authority itself. The key test here will be whether the information could be obtained by means of a report from the data provider themselves. If it can, then it cannot be classified as genuinely unavailable data and it must be provided regardless of cost or delay unless the client expressly requests its omission from the final report.* The result of this is the introduction by MoveReportsUK Ltd of individual indemnity insurance (at no additional cost) covering these specific questions. Copy of the Insurance cover is attached to the rear of the search. This is also outlined and supported within our Terms of Business paragraph 3.3 & 8.4 respectively.

#### **Information Sources:**

The information obtained can be via a number of channels being; Local Authority web-sites, Private sector web-sites, Government and other public bodies web sites, manual records and archive, visiting local authority or county council departments to inspect the following records; Local Land Charges, Planning, Building regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current & Proposed development Plans, Highways register, Enforcement, stop & Breach of Condition Notices, Contaminated Land & Hazardous Substance Consents and Radon Atlas. And written requests such as the LLC1 form, replies direct from the vendor, information under the freedom of information act and under any council 'commercial-licence' agreements with local authorities. As subscribers to the Search Code Move Reports will be required to demonstrate the actual information source per specific property report during audit inspections.

MoveReportsUK Ltd follow a strict procedure to enable full track and traceability from the generation, compilation and final draft of the Local Search. Please contact MoveReportsUK Ltd for further details.

#### **SEARCH CODE:**

#### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by MoveReportsUK Ltd Hilton Hall, Hilton lane, Essington, WV11 2BQ, Tel: 0845 094 5733 Email: enquiry@movereporstsuk.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the code.

The Search Code provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. The Code promotes best practice and quality standards within the industry for the benefit of consumers and property professional. The Code enables consumers and property professionals to have confidence in firms which subscribe to the Code, their products and services. By giving you this information, MoveReportsUK Ltd is confirming that they keep to the principles of the Code. This provides important protection for you.

#### **The Code's core principles**

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that products and services comply with industry registration rules and standards and relevant laws.
- Monitor their compliance with the Code

#### **Complaints**

If you have a query or complaint about your search, you should raise it directly with 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 TPOs or to the PCCB.**

#### **TPOs Contact Details:**

The Property Ombudsman scheme, Milford House,43-55 Milford Street,Salisbury,Wiltshire,SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Email: admin@tpos.co.uk

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**

#### **COMPLAINTS PROCEDURE**

If you want to make a complaint, we will:

- The complaint will be acknowledged within 5 working days of its 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 at the latest within 40 working days of receipt.
- Liaise, at you request, with anyone acting formally on your behalf.

Complaints should be sent to: Richard Bray, Compliance Officer, MoveReportsUK Ltd, Hilton Hall, Hilton Lane, Essington WV11 2BQ, Tel: 0845 094 5733 Email: enquiry@movereporstsuk.com

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

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

# Move Reports

[www.movereportsuk.com](http://www.movereportsuk.com)

## STANDARD TERMS of BUSINESS & CONDITIONS

MoveReportsUK Ltd a company incorporated in England and Wales under company registration number 04531448 and registered for Value added Tax number 792906979. You can contact MoveReportsUK Ltd for any information or to register a complaint using [enquiry@movereportsuk.com](mailto:enquiry@movereportsuk.com) or 0845 094 5733.

Move Reports UK Ltd is regulated by the Property Codes Compliance Board (PCCB) in providing search reports and services Move Reports UK will comply with the Search Code.

### 1. Interpretation

1.1 In these Conditions the following words shall have the meanings as stated:

"Charges" - our financial charges for providing the services, which will be notified to "you", when you submit your order.

"Confirmation of order" - the point at which the agreement becomes binding on both parties when we confirm acceptance of your "Order" whether by telephone, facsimile, SMS or electronic means or when we supply you with the "Report" whichever occurs first.

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

"Order" - "your" request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" - our "Order Form" which may be updated from time to time or an approved alternative.

"Property" - the property address of location, the building(s) land, and all chattels for which you require a report.

"Report" - any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from MoveReportsUK Ltd or associated trading partners, or whether it is a "Third Party Report".

"Required Information" - all information required to submit the "order form" to us which shall enable us to provide the "services" to you.

"Third Party Report" - any "Report" that we procure from a third party on your behalf for the purpose of providing the "service".

"Services" - our compilation and/or delivery of reports/documents to "you".

"Us/ we/our" - MoveReportsUK Ltd or one of our Agency partners.

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

"You/your" - the person, firm or company who instructs us to provide the "services" either on their own behalf or as an agent of another person.

"Deferred Payment" - a financial facility provided by a commercial banking house to offer the vendor an extended payment period.

### 2. Privacy

Please refer to the separate Privacy policy

### 3. The Services

3.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

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

3.3 We will use reasonable endeavors 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 not be freely available or genuinely unavailable and by placing the Order we have your express permission to implement specific insurance as clearly outlined within the Footnote element of the Search and again herein paragraph 8.4. Report information itself may subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

3.4 Upon receiving and accepting your Order we shall provide a Confirmation of Order. The placing of the Order will constitute that you have read and agree to be bound by these terms and conditions.

3.5 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 endeavors to deliver the Services 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 point of Order. By accepting these conditions You agree that in such case that time of delivery of the Reports is not of the essence and that delivery of Reports may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

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

### 4 Charges.

4.1 Charges will include VAT unless expressed otherwise. And will include delivery and communication costs.

4.2 You shall be liable for payment for the Services at the notified rate prior to your Order, unless advised before the Confirmation Of Order. All other Invoices will be strictly 30 days, except for other terms agreed in writing. Late payments will be charged at our discretion at a rate of 2% monthly until all cost are recovered in full.

### 5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. You shall be responsible for information supplied by you that it is true and correct and that we can proceed to provide the Services that you have ordered.

5.2 You will notify us of any changes or inaccuracies stated in the Order Form. Amendments will be carried out but additional charges may apply for any new or revised Reports that may need procuring.

5.3 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 your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be 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 and 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 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 in 2005 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 MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

## **8. Limitation of Liability**

8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £5m in respect of anyone claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer: GLENHAM UNDERWRITING LTD, The Technology Centre, Station Road, Framlingham, Woodbridge, Suffolk, IP13 9AZ

8.2 Information supplied by third parties such as, but not limited to, Local Authorities, Coal Authority, Water Companies, HM Land Registry and Domestic Energy Assessors. Not all of the third parties information may have been commissioned by MoveReportsUK Ltd. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or covered by statutory compensation arrangements. MoveReportsUK Ltd will of course assist you should you need to pursue any supplier of information for defects in their reports.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers or database in which we search.

8.4 For searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the property which is subject to the report. You should note that commercial properties are limited to a maximum of £1m per claim and Residential properties to a maximum of £2m for any one claim. This insurance cover is provided under Stewart Title Ltd, 6 Henrietta Street, 3<sup>rd</sup> Floor, Covent Garden, London, WC2E 8PS. The policy is attached to the Local Search with the Key Facts statement.

8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you either in written, electronic or oral formats.

8.6 Subject to any other provisions in these 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 negligence).

8.7 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.

8.8 We will use all reasonable care and skill when compiling our search reports; in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £2,000,000 arising out of any single claim or events. The Local Authority will be liable for any negligent, incorrect or omitted entry in their records or databases.

8.9 We confirm that we may also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 above to ensure that insurance cover will remain in effect in the event that we cease trading.

## **9. Force Majeure**

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you immediately.

## **10. Assignment**

10.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

## **11. General**

11.1 These 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 the parties 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 Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall be deemed to 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 Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

## GREEN DEAL - 'Checker'

### Transacting Green Deal improved properties

"Bill payer for the time being" - key concept in the legislation that allows the Green Deal finance to pass between bill payers.

For the Green Deal Plan to pass between bill payers, requirements of EU Consumer Protection Directives must be met. These require that customers are:

- aware and informed of what they are being asked to pay for (when otherwise unsolicited by them)
- made aware of and have *opportunity to become acquainted with key terms* of any agreement before it can become binding on them.

**Disclosure & Acknowledgment** obligations placed on those selling or letting-out Green Deal improved properties meets these requirements - and protect consumers when they are considering buying or renting.

Energy Act 2011 and Framework Regulations do this by including clauses on:

- Consents and redress
- Confirmation of Plan
- Disclosure & Acknowledgment

## RESULTS = NOT AFFECTED

Results according to the EPC register at date of this report. Conveyance professionals should also implement procedures to accommodate Disclosure & Acknowledgement obligations as outlined above.

### What is the Green Deal Charge?

- A new type of loan repayment collected through electricity billing (Green Deal is an unsecured loan regulated under the Consumer Credit Act)
- Daily charge added to the electricity bill of a property, which is collected by the electricity company and passed onto the Green Deal Provider to repay the Green Deal Plan instalments
- Plan instalments can only be paid by the "bill payer for the time being" as the person benefiting from the energy savings while they occupy the property
- The current bill payer is the customer of the Green Deal Provider
- Subsequent electricity bill payers will be bound by the terms of the Plan, and will be entitled to receive the benefits of the Plan.

### What the Green Deal Charge is not

- It is not a charge against the property, specifically prohibited by the legislation - and the Land Register has no role in the Green Deal

### Important information for Purchaser

The property owner may be able to take advantage of the Green Deal Package.

The EPC Recommendations page shows any savings attributed to the dwelling/property

For further information in regards to the Green Deal please contact:

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