



Regulated Personal Search
Property Search
North East

Your Conveyancing Search Experts



Company Name:

Northumbrian Water Property Solutions
Head Office
Abbey Road
Pity Me
Durham

Your Ref:

101032

Property Address:

30 Saltwick Avenue (Plot 199)
Great Park
Newcastle upon Tyne
NE13 9AW

**Search Prepared and
Conducted By:**

Nicki Gibbin
PROPERTY SEARCH NORTH EAST

Land Charges Date:

18/11/13

**Completion Date (if
different):**

18/11/13

This search has been prepared in conjunction with: - Not Applicable

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; | <i>Please see attached</i> |
| (b) a listed building consent; | <i>Not applicable</i> |
| (c) a conservation area consent; | <i>Not applicable</i> |
| (d) a certificate of lawfulness of existing use or development; | <i>None</i> |
| (e) a certificate of lawfulness of proposed use or development; | <i>None</i> |
| (f) building regulations approval; | <i>06/1740/DOM Erection of 125 new dwelling houses
Approved 17/07/07 (Cell G - Persimmon)</i> |
| (g) a building regulation completion certificate; and | <i>None</i> |
| (h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | <i>None</i> |

1.2 Planning Designations and Proposals

What designation of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?

*Newcastle upon Tyne Unitary Development Plan
Adopted 28th January 1998*

Within Housing Development and Open Space

2. ROADS

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

- | | |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| (a) highway maintainable at public expense | <i>Saltwick Avenue is not maintainable at public expense.
Brunton Lane is maintainable at public expense</i> |
| (b) subject to adoption and, supported by a bond or bond waiver | <i>Not applicable</i> |
| (c) to be made up by a local authority who will reclaim the cost from the frontagers; or | <i>Not applicable</i> |
| (d) to be adopted by a local authority without reclaiming the cost from the frontagers? | <i>Not applicable</i> |

3.1. Land required for Public Purposes

Is the property included in land required for public purposes *No*

3.2. Land to be acquired for Road Works

Is the property included in land to be acquired for road works? *No*

3.3. Drainage Agreements and Consents

Do either of the following exist in relation to the property- *Note: Enquiries about drainage should also be made of the local sewerage undertaker*

(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*

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; | <i>No</i> |
| (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; | <i>Western by -pass improvement</i> |
| (c) the outer limits of construction works for 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; | <i>See reply to 3.4(b) above</i> |
| (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; | <i>See reply to 3.4(b) above</i> |
| (e) the centre line of the proposed route of a new road under proposals published for public consultation; or | <i>See reply to 3.4(b) above</i> |
| (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | <i>See reply to 3.4(b) above</i> |

3.5. Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? *No*

3.6. Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) 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;	<i>All residential streets (except A and B roads and principle bus routes) will be affected by a 20mph speed limit. For further information contact Keith Taylor on 0191 2116145</i>
(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

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:-

(a) building works;	No
(b) environment;	No
(c) health and safety;	No
(d) housing;	No
(e) highways; or	No
(f) public health?	No

3.8. Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	No
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3.9. Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

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

3.10. Conservation Area

Do the following apply in relation to the property-

- | | |
|----------------------------------------------------------------------------|-----------|
| (a) the making of the area a Conservation Area before 31 August 1974; or | <i>No</i> |
| (b) an unimplemented resolution to designate the area a Conservation Area? | <i>No</i> |

3.11. Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	<i>No</i>
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3.12. Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):-
(a) a contaminated land notice;

None.

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-

(i) a decision to make an entry; or
(ii) an entry; or

None

None

(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

3.13. Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?

*According to the Health Protection Agency information the property is **below** the Action Level*

The answer to this question is based on the Indicative Atlas of Radon in England and Wales (HPA-RPD-033) which shows the worst case in a 1km square grid. As a result it is not intended to provide a definitive response it is only intended as a guide to indicate if further enquiries should be made.

A definitive radon report can be provided from the Health Protection Agency. Please contact us for further details.

The search requested revealed 48 registrations as described in the schedule hereto attached.

LOCAL LAND CHARGES REGISTER *Parts applicable are listed below*

PART 3

<u>Date</u>	<u>Reference</u>	<u>Details</u>
24/01/01		<u>Section 106 Town & Country Planning Act 1990</u> Agreement dated 6th October 2000 made between (1) The Council of the City of Newcastle upon Tyne and (2) Beazer Homes Ltd and (3) Bryant Homes Northern Limited and (4) Nedacin Ltd and (5) Other NDA Landowners.
05/05/06		<u>Section 106 Town & Country Planning Act 1990</u> Agreement dated 27/04/06 made between (1) The City of Newcastle upon Tyne and (2) Bryant Homes Northern Ltd
10/01/11		<u>Town & Country Planning Act 1990 – Section 106</u> Agreement dated 17/09/10 made pursuant to the above act between (1) Beazer Homes Ltd (2) Bryant Homes Northern Ltd (3) Taylor Wimpey Development Ltd (4) Persimmon Homes Ltd (5) The Council of the City of Newcastle upon Tyne (6) Sage (UK) Ltd (7) Newcastle Great Park (Estates) Ltd (8) NGP Management Company (Cell F) Ltd (9) NGP Management Company (Commercial) Ltd (10) NGP Management Company Residential (Cell G) Ltd and (11) NGP Management Company (Town Centre) Ltd
05/07/01	99/1300/01/OUT	Outline Application: Development of 484 hectares for business and industrial park with ancillary uses; residential; educational; retail; community; recreational and countryside uses; high capacity public transport corridor; park and ride scheme and associated highways and landscaping
5/07/01	99/1300/03/RES	Reserved Matters Application: Details of works to highway at North Brunton Interchange and Brunton Lane; construction of new highway west of A1 and associated landscape, earthworks and drainage as amended by letter and plans received 18.12.00 regarding the temporary borrow pit and letter dated 11.1.01 regarding drainage ponds

03/04/02	99/1300/05/RES	Reserved Matters Application: Detail of siting, design, access, external appearance and landscaping for 175 dwellings and creation of pumping station, electricity sub station, noise bunding, letch re-alignment, balancing pond and associated engineering operations
21/06/02	99/1300/07/RES	Reserved Matters Application: Submission of details of siting, design, access, external appearance and landscaping for 500 dwellings with associated mixed use facilities, landscaping, noise bunding, balancing pond arrangements and engineering operations, as detailed in plans and documents listed in schedule 1.
21/06/02	99/1300/10/RES	Details of siting, design, access, external appearance and landscaping for erection of 7 no 4 storey office blocks, 2 no 3 storey office blocks and 1 no 3/5 storey office block linked by glazed atrium with associated car parking and earthworks, Cell B
21/06/02	99/1300/11/RES	Details of construction of new highway and park and ride facility west of A1.
26/09/02	99/1300/17/DCC	Submission of details of site levels to comply with condition 18
26/09/02	99/1300/18/DCC	Submission of details of water vole survey to comply with condition 13
03/02/03	99/1300/32/RES	Submission of details of siting, design, landscaping, access and external appearance for the construction of a north bound exit slip road from the A1 at North Brunton Interchange.
03/02/03	99/1300/36/DCC	Submission of details of protective fencing relating to construction of new highway and park and ride facility in partial compliance with condition 11
04/09/03	99/1300/08/MAM	Minor amendment (alterations to boundary treatment on north & east boundary)
19/09/03	99/1300/59/AMD	Amendment (substitution of house types on plots 292/294/297/293 and 446 as amended by letter and plans 31.7.03)
23/09/03	99/1300/47/DCC	Submission of details of the village green for Cell as supplemented by letter and plans received 20.12.02 to comply with Condition 14

14/04/04	99/1300/85/AMD	Amendment (Substitution of house types to plots 533-539, alterations to elevations to plots 529-532 and addition of house types to plot 533b)
29/04/04	99/1300/89/AMD	Amendment (substitution of house types and associated minor alterations to plots 344 to 346 and 348, 359 to 363 and 367 to 370, 371a, 371b inclusive and repositioning of garages to plots 340 to 343 and 356 to 358 inclusive) to Cell I
28/09/04	99/1300/78/DCC	Submission of details of location design and type of the traffic canter and layout and technical details of the road blocker to comply with condition 4 permission 1999/1300/10/RES dated 15.4.02.
31/12/04	99/1300/104/RES	Details of siting external appearance and design of shop with maisonettes above on plot 220 as amended by plans received 15/11/04
06/07/05	99/1300/109/RES	Details of siting, external appearance and design of shop with maisonette above on Plot 355.
18/07/05	99/1300/111/AMD	Amendment (Substitution of house type 'Bewick' for 'Avison' to Plots 181, 182, 298 and 299)
18/07/05	99/1300/110/AMD	Amendment (Substitution of house type for Plots 423, 424, 430 and 431)
29/09/05	99/1300/108/DCC	Submission of soil handling strategy as supplemented by letters dated 12.08.2005, 07.09.2005, 08.09.2005, 09.09.2005, to part comply with condition 22.
01/11/05	99/1300/105/DCC	Submission of details of 33 dwellings in the South West corner of Cell I to comply with condition 17
09/11/05	99/1300/115/RES	Submission of details of siting, design, external appearance, means of access and landscaping of two and three storey office buildings with associated car parking, Cell C, Newcastle Great Park
24/05/06	99/1300/113/RES	Submission of details of siting, design, access, external appearance and landscaping for 320 dwellings north of Kingston Park Road at Cell G, Newcastle Great Park, as amended and supplemented by plans and supporting documents.
09/02/06	2005/2467/01/DET	Erection of 1 x detached and 1 x semi detached houses (Class C3)(replacement house types to Plot 1 & 11 Cell 1).

11/04/06	99/1300/117/RES	Submission of details of siting, design, external appearance, means of access and landscaping of three storey office building with associated car parking, Cell C, Newcastle Great Park
21/04/06	2006/0279/01/DET	Erection of 7 x detached dwelling houses (Class C3) (replacement house types to plots 22 to 28, Cell I) (replacement house types to Plots 1 and 11, Cell I)
27/07/06	2006/419/01/DET	(Cell C) Construction of temporary haul road at North Brunton interchange
14/12/06	2006/2105/01/DET	Erection of 11 x dwelling houses (Class C3) (substitution of house types plots 340 - 343, 356 - 358, 504, 505, 512 and 513 Cell I)as supplemented by e-mail and schedule of materials dated 30.10.2006
28/02/07	99/1300/125/RES	Details of siting, design and external appearance of dwellings within Cell G, Newcastle Great Park as amended in respect of house designs by letter and plans received 31/1/07 and supplemented in respect of external materials by letter and schedule received 13/2/07
11/01/08	99/1300/133/RES	Submission of details of siting, design, external appearance and access for the erection of a three storey office building (Class B1) with associated car parking (126 spaces)
26/03/08	99/1300/134/RES	Details of layout, scale, appearance and access of 82 residential dwellings and first school (single storey with double height hall) including car park, drop off area, external play areas and boundary treatment; construction of access road and junction to cross Brunton Lane as amended by letters and plans received 28/1/08 & 13/2/08
03/02/09	99/1300/144/RES	Details of layout, scale, access, appearance, and landscaping of 282 residential dwellings and associated open space and recreational routes, as amended by plans and documents received on 9/5/08, 5/8/08, 8/8/08, 12/8/08 and 16/12/08
08/10/09	99/1300/159	Substitution of house types on plots 68, 69, 70, 71, 72, 73, 81, 82, 138, 139, 140, 141, 146, 151, 152, 153, 154, 167 and 168

20/05/10	99/1300/163	Reserved Matters Application: Substitution of house types on plots 158-166 and 172-191 inclusive (29 dwellings) and associated adjustments to amenity spaces, boundaries and highway routes to permission 1999/1300/125/RES dated 15/02/07: Details of design and external appearance of dwellings within Cell G Land To The North Of Kingston Park Road Cell G
23/06/10	99/1300/172	Reserved Matters Application: Substitution of 6 house types plots 302, 303, 304, 305, 306 and 307 and associated layout changes (Details of siting, design and external appearance within Cell G - 1999/1300/125/RES) in respect of Outline application for the development of land for business, industrial, educational, retail, community, recreational and countryside uses
22/7/10	1999/1300/171/RES	Reserved Matters Application: of 13 house type plots 308-320 inclusive (Substitution), the construction of five new houses and associated layout changes (Details of siting, design and external appearance within Cell G - 1999/1300/125/RES)
24/9/10	1999/1300/121/RVC	Variation of conditions 2 (amendments to Master Plan) and condition 21 (to increase the amount of retail floor space) as amended and supplemented by letter and documents received 03.04.2009
28/10/10	99/1300/174/DCC	Submission of a detailed scheme of landscaping for cell I housing area to comply with condition 12 of permission 1999/1300/07/RES dated 28/03/02
23/08/11	99/1300/179/RES	Reserved Matters Application for the appearance, landscape, layout and scale of 30 house types (Substitution of plots 40-42, 58-63, 66-78 and 105-106 and 6 new houses to new outline consent 1999/1300/121/RVC
25/05/12	1999/1300/181/RES	Reserved Matters Application for the access, appearance, landscape, layout and scale of 25 house types (Substitution of plots 75-76, 79-80, 111, 113-115, 119-121, 126-128, 135-137, 142-143, 145-148 and 150-151 at Cell F, Phase 1) and 9 additional dwellings to new outline consent 1999/1300/121/RVC dated 17.09.10 in respect of the Development of 484 hectares for business and industrial park with ancillary uses; residential; educational; retail; community; recreational and countryside uses; high capacity public transport corridor; park and ride scheme and associated highways and landscaping (1999/1300/01/OUT dated 06.10.00)

- 07/01/13 1999/1300/183/RES Reserved Matters Application: Submission of details of access, appearance, landscaping, layout and scale in respect of erection of 105 dwellings and car parking together with associated open space/play and recreational provision and boundary treatment in respect of respect of outline application (1999/1300/01/OUT)
- 07/01/13 1999/1300/185/RES Reserved Matters Applications: Submission of details of access, appearance, landscaping, layout and scale for the erection of 67 houses with associated landscaping and highways: in respect of respect of outline application (1999/1300/01/OUT)
- 03/06/13 1999/1300/186/RES Reserved Matters Application: Submission of details of access, appearance, landscaping, layout and scale for the erection of 160 houses in respect of application 1999/1300/121/RVC

PART 4

Date

Details

- 17/02/03 Smoke Control Order - With the exception of areas within the former administration areas of Castle Morpeth which are now within the boundaries of Newcastle upon Tyne, the whole of the administrative area of Newcastle upon Tyne is within various smoke control areas.

Planning History

Please see above and attached schedule.

Please note that PSNE only reveal planning history post 1990. However all planning charges disclosed under Part 3 of the Local Land Charges Register will be shown as per the Local Land Charges Act 1975.

Please note that Newcastle Council only reveal Building Control history post 1995.

Additional Information

No public right of way affects this property

Reference Source Information

*“Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites”. **If you wish to obtain copies of any documents you should submit a written application to the council offices located at: -***

Newcastle City Council
Civic Centre
Barras Bridge
Newcastle upon Tyne
NE99 1RB

Liability: Any negligent or incorrect entries in the records searched would be the responsibility of the information providers named above.

Any negligent or incorrect interpretation of the records searched, and recording of that interpretation in the search report would be the responsibility of PSNE

Declaration

“To the best of our knowledge neither the person who prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report”

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP, phone 0191 213 6666, fax 0191 213 6677, email info@propertysearchnortheast.co.uk, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

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Firms which subscribe to the Search Code will:

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- conduct business in an honest, fair and professional manner
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- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code



Complaints

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

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

TPOs Contact Details:

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

Complaints Procedure

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

We will:

Acknowledge your complaint within 5 working days of receipt

Try and resolve your complaint fully within 20 working days of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer. A final response will be sent you in writing within 40 working days at the latest.

Liaise with anyone acting formally on your behalf, if you ask us to.

If you are not satisfied with the final decision, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs). Telephone Number :01722 333306, E-mail: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

Complaints should be sent to: Jacqui Bishop

Property Search North East
The Stables
Wolsingham Road
Gosforth
Newcastle upon Tyne
NE3 4RP

Phone No. :0191 2136666, E-mail: info@propertysearchnortheast.co.uk

TERMS AND CONDITIONS OF BUSINESS

Definitions

- “PSNE”** means Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP
- “Client”** means any third party entering into a contract with PSNE upon the terms and conditions specified herein.

1. All work undertaken by PSNE on behalf of the Client is subject to these terms and conditions and all other conditions warranties and representations express or implied or otherwise are hereby excluded. Any work undertaken by PSNE on behalf of the Client shall constitute an offer to contract on these terms and no addition, amendment or modification thereto shall be effective unless expressly agreed in writing by an authorised representative of PSNE. The Client agrees to be bound by these terms and conditions and by placing an order shall be deemed to have accepted them. PSNE may modify the terms and conditions, discontinue or revise the Services or any element of them at its sole discretion at any time with immediate effect without prior notice and the Client's continued use of the Services constitutes acceptance of any such amendment.

2. PSNE will accept instructions from the Client for the provision of services which will include instructions to undertake searches and/or other associated activities as specifically set out in writing on PSNE's acknowledgement of order which usually would involve land, property or other structures. The provision of services may also extend to include search activities of other commercial and business interest as well as other commercial and business services provided by PSNE (“the Services”). It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by PSNE in carrying out this work. PSNE reserves the right to refuse to accept any order at any time.

Instructions received after 4pm will be treated as being received on the next working day. PSNE aims to complete all services within 5 working days. However, where this is not possible due to external factors such as local authority appointment systems or waiting for requested data, we will provide an estimated date for completion.

3. It is agreed that in respect of all work undertaken by PSNE on behalf of the Client, that PSNE are providing the Services only on the basis that the Client provides, supplies or makes available all necessary information for PSNE to carry out the requested Services, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good accurate quality and be fit for their intended purpose. Should no plan be provided, PSNE will fulfil the requested service but the search will be carried out based on the property address and not the location of the property. This may result in some information being excluded or missed from the search as we may be unable to locate the boundary of the search property. In some cases Local Land Charges will insist on a plan being provided, clearly showing the boundary of the property. Any delays incurred will be notified to the client.

4. PSNE will not be liable to the Client in the event that PSNE are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside of the control of PSNE, including but not limited to acts of God, industrial action, the default or failure of a third party, war or any other government action. In the event PSNE is so prevented from providing the Services it shall notify the Client forthwith. In the event the delay continues for a period in excess of 180 days either party may terminate the order.

5. All communications between PSNE and the Client and all information and other material supplied to or received by PSNE from the Client which is either marked “confidential” or is by its nature intended to be exclusively the knowledge of PSNE and the Client alone, shall be kept confidential unless or until both parties agree that it is or part of it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the foregoing, information otherwise confidential may be disclosed to the extent that is bona fides necessary to disclose the same or part thereof on the purpose of the proper performance of the work that is being undertaken or to the extent required by law or any court of competent jurisdiction.

6. It is hereby agreed that the Services are for the exclusive use of the Client and the Client's customers and that no liability of whatsoever nature and/or however caused will pass to PSNE which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customer shall disclose the same to any third party without the prior written consent and, where applicable, payment of an additional fee to PSNE.

7. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

8. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all charges within 30 days from the date of the invoice. In the event any invoice is not so paid, PSNE at their sole discretion suspend the provision of any further Services to the Client, refuse any further orders (and notify its associates accordingly) and/or charge interest at a rate of 3% above Barclays Bank Plc base rate from the date such sum is due until the date of payment whether before or after any judgement.

9. It is hereby noted and agreed that following the provision of the Services that unless PSNE is notified in writing within seven days from receipt of the Services or from the date of the defect becoming apparent that there is any discrepancy, inaccuracy or any other issue with the Services it shall be deemed that the Client is satisfied with the Services and PSNE shall have no further liability with regard to such Services.

10. PSNE shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner although it is noted time shall not be of the essence in delivery of the Services. In providing search reports and services PSNE will comply with the Search Code.

11. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other third party sources and PSNE does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from those sources specifically cited, PSNE does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. PSNE shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in data supplied to it by third parties.

12. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by PSNE or its suppliers and nothing in the terms and conditions purports to transfer, assign or grant any rights to the Client in respect of the intellectual property rights. The Client and any person to whom it disclosed the Services agrees they will not attempt to affect any modification, merger or change to the Services nor permit any other person to do so nor will they copy, use, market, resell, distribute, merge, alter or add anything to the Services nor interfere with any trade mark or other proprietary markings on the Services, and the Client agrees to fully indemnify PSNE against any claim, losses or other damages suffered by PSNE as a result of any breach of these obligations.

13. PSNE provides warranties and accepts liability only to the extent stated in this clause 13. Nothing in these terms and conditions excludes either party's liability for death or personal injury caused by that party PSNE's negligence or wilful default. As most of the information contained in the Services provided to PSNE by others, PSNE cannot control its accuracy or completeness nor is it within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, PSNE will only be liable to the Client for any loss or damage caused by its negligence or wilful default and neither PSNE nor any third party providing information shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall PSNE have any liability for services used otherwise than in accordance with these terms and conditions. Save as precluded by law, PSNE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill or any other type of special indirect or consequential loss) howsoever arising. No person may rely on the Services more than 12 months after its original date, and PSNE subject to the foregoing PSNE shall have no liability to the Client after such date.

In the event that the client suffers loss as a result of the negligence or otherwise, the liability of PSNE will be limited to an amount not exceeding £2 million in respect of any individual claim.

PI cover is provided by Royal & Sun Alliance Insurance Ltd. Policy Number RSA/157430

14. Please note all invoices and statements are submitted electronically. We do not provide hard copies of search reports and other documentation unless requested and a fee will then become payable for printing.

TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

"We", "us" and "our" are references to Property Search North East

"Report" means local report prepared by us in respect of Property.

"Property" means local/drainage or location supplied by the Customer or Client in the Order for the Report.

"Order" means the address or location supplied by the Customer or Client in the Order for the Report.

"Customer" means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client.

"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the Basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We do not accept liability for death or personal omissions of any party for whom we are not responsible.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 [local searches] of Schedule 7 of Home Information Pack Regulation 2007 to protect the Client against negligence by us and with regard to information to be include in the Report.

Insurer: Stewart Title Ltd.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced

Confidentiality

6. All instructions and information received by us shall be dealt with by us in strictest confidence.

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.
- 7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.
- 7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.
- 8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

Aug 2007

PERSONAL LOCAL SEARCH INDEMNITY BLOCK POLICY

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FSA rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is (Property Search Network Ltd) ('PSN') of (70 Fore Street, Heavitree, Exeter, EX1 2RR)

Summary of insurance and cover provided by this policy.

Residential Property

If you are a Buyer or a Potential Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by (Property Search North East) ('PSNE') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances PSNE will not have been able to obtain the answer to certain questions in Parts 1 and 2 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by PSNE. The cover applies to those searches and properties notified to us by PSNE. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from PSNE or because you have been provided with a Home Information Pack which has PSNE's search in it . The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or PSNE and thus a potential adverse entry for the property, as per the terms and conditions of the policy. If you are a Potential Buyer cover is for any sums you have expended in contemplation of buying the Property.

If you are selling the Property and have requisitioned the Search from PSNE you will have cover starting on the Completion Date where the Local Authority or PSNE has made an error in its reply by revealing a matter which should not have been revealed and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Commercial Property

If you are a Buyer (as defined by the policy) who has requested a personal local search provided by (Property Search North East) ('PSNE') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances PSNE will not have been able to obtain the answer to certain questions in Part 1 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by PSNE. The cover applies to those searches and properties notified to us by PSNE. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from PSNE. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of a Part 1 CON 29 answer or any incorrect answer from the Local Authority or PSNE and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur which results in a claim under the policy and to ensure that you are placed back in the same position you enjoyed or should have enjoyed prior to the claim (subject to the terms and conditions of the

policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

9. You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by STL to mitigate any loss or potential loss arising as a result of the Adverse Entry.
10. The Policy covers only those Personal Searches which have been declared to us by NB together with the premium due.
11. If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
12. This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
13. any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
14. you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions:-You are not insured:-

- ³⁵/₁₇ for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- ³⁵/₁₇ in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or PSNE has made an error or is negligent and it is later found that the correct answer would have been adverse
- ³⁵/₁₇ where, had the question been answered at the date of the search, there would have been no adverse entry.
- ³⁵/₁₇ Where you have suffered no loss.
- ³⁵/₁₇ If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- ³⁵/₁₇ In respect of commercial property any lack of answer to a Part 2 CON 29 question.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder .

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsofen Street, London E1 8BN.