

# Regulated Local Authority Search



## Enquiries of The Local Authority (2016 Edition) Search Details

**Prepared for:** Law Offices UK Ltd T/A Wilsons Solicitors  
**Matter:** 21CL00414 ASUS 22 Whinmoor Road  
**Client address:** 20 The Grove, West Yorkshire, LS29 9EG

### Property:

22 Whinmoor Road, High Green, Sheffield, S35 4LJ

### Local Authority:

Sheffield City Council

Town Hall, Pinstone Street, Sheffield, S1 2HH

**Date Returned:**  
16/03/2021

**Property type:**  
Residential

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InfoTrack Limited, Level 11, 91 Waterloo Road, London, SE1 8RT  
T: 0207 186 8090 E: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)



## Summary for Conveyancers

At InfoTrack Ltd we believe in adding value to our search products. This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.

We have included recommendations for further actions at the end of the summary. We hope you find it helpful.

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### Local Land Charges

The property is subject to:

Miscellaneous Charge(s) [Part Four]

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### Planning

This report reveals no planning entries since 1 January 1990

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### Building Regulations

This report reveals building regulation entries since 1 April 2002

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### Development Plan Designations

The report reveals the following:

Within:

- Area Panel Boundary
- South Yorkshire Forest Boundary , PGE6
- Housing , PH1

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### Road Adoption & Public Rights of Way

Name	USRN	Type	Number/Code	Status
WHINMOOR ROAD	34410069	Road	N/A	HMPE

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### Community Infrastructure Levy (CIL)

Yes, Sheffield City Council CIL Charging Schedule, approved 03.06.2015

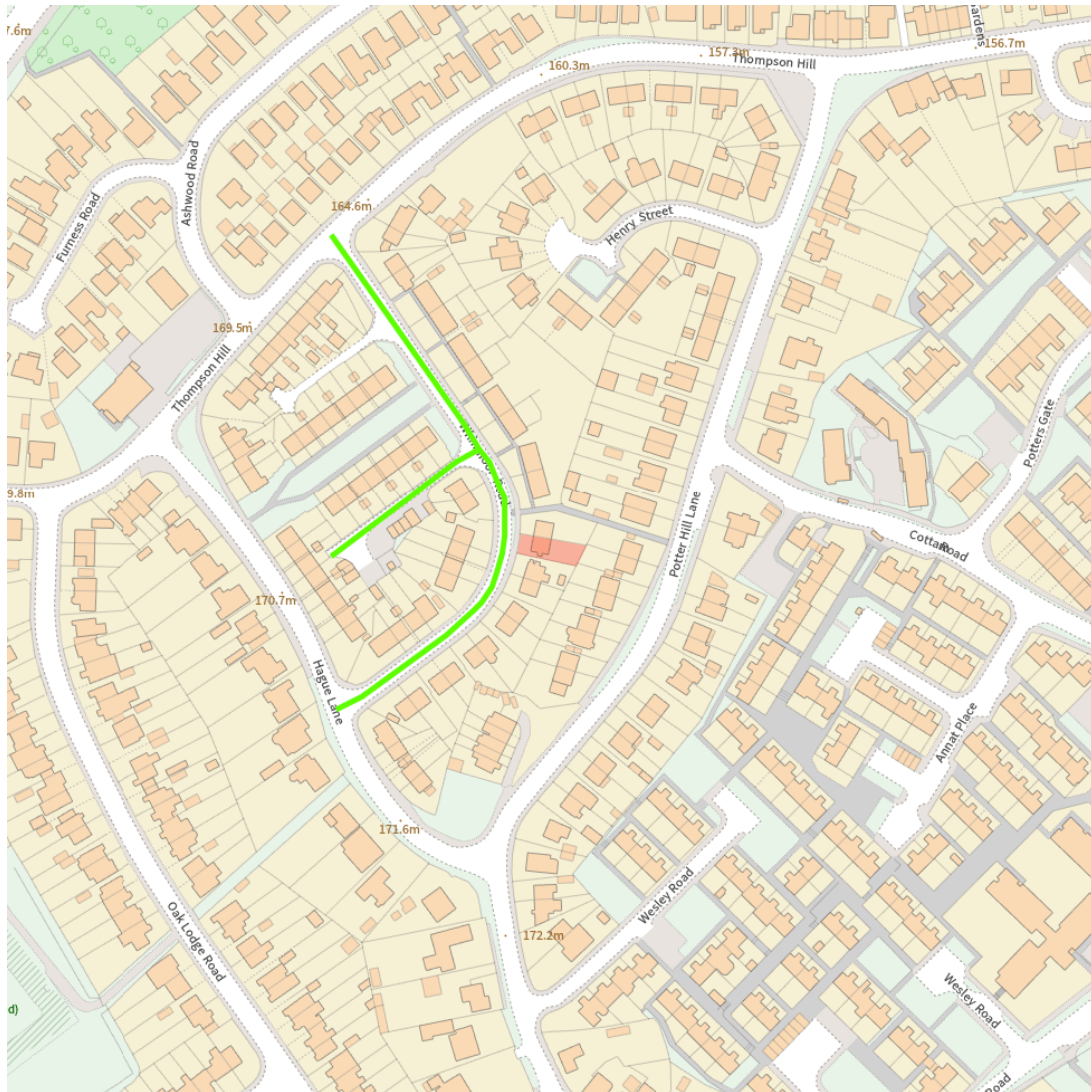


## Road Adoption & Public Rights of Way

Any highways maintainable at public expense and any Public Rights of Way which abut or cross the property boundary are shown by way of centre line in the plan below.









**Please note that the plan is for indicative purposes only and cannot be used to comment on the extent of adopted highway, width of a highway, or whether or not any existing highway directly abuts the boundary of the property.**

If you require any further clarification on any information revealed please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) to order a Highways Search.



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Key:

-  Highway Maintainable at Public Expense (HMPE)
-  Highway Not Maintainable at Public Expense (Not HMPE)
-  Highway Part Maintainable at Public Expense (Part HMPE)
-  Public Footpath
-  Public Right of Way
-  Public Bridleway
-  Public Byway
-  Public Restricted Byway



## Recommendations

In light of the above entries, we would recommend the following items which can be ordered through our website:

### Planning

- **Planning Report:** as a Local Search does not consider planning applications or permissions relating to other properties nearby
- **Indemnity insurance quotation:** if Planning Permission has not been revealed for alterations carried out to the property

### Building Control and Restrictions on Land or Development Use

- Full copies of the documents revealed
- **Indemnity insurance quotation:** if Completion Certificates have not been revealed for all alterations carried out to the property

### Environmental Issues

- **Environment Report:** this Local Search result does not show any records of contamination held by the Local Authority. However, these records only indicate land that has been fully investigated and designated as Contaminated Land, and does not confirm that a site will not be investigated in the future. As most councils have not yet completed their contamination records, you should consider an Environment Report.

## Next Steps

For more information or to order any of the recommended documents or additional searches, copies of entries or charges, or to obtain a quote for insurance please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk)



## Report of Entries in the Local Land Charges, Planning & Building Regulation Registers

### Local Land Charges as at 14 March 2021

Part	Reference	Description	Date of Registration
4	PF228987	Chapletown Order No. 31Smoke Control Order under Section 11 of the Clean Air Act 1956	01.07.1982

### Other Planning History from 1 January 1990

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.

Reference	Description	Decision	Date of Decision
	There are no entries relating to this property		

### Building Regulations from 1 April 2002

Reference	Description	Decision	Date of Decision	Date of Completion Certificate (if issued)
10/02842/W INBN	Replacement windows and doors to various properties (Decent Homes Scheme - Phase K29) Various Addresses Sheffield Received 22/10/2010	N/A	N/A	N/A

#### Decision Key

ACC Accepted	CP Conditional Permission	NYD Not Yet Determined
ACK Acknowledged	CPS Competent Persons Scheme	N/A Not Available (CPS Entries N/A Not Applicable)
AD Appeal Dismissed	EUC Established Use Certificate	P Permission
AOA Allowed on Appeal	IN Referred to Approved Inspector	PD Permitted Development
AR Appeal Refused	INA Initial Notice Accepted	PEN Pending
AU Appeal Upheld	LBC Listed Building Consent	R Refusal
AW Appeal Withdrawn	NDOF No Decision on File	RG Regularisation
BN Building Notice	NOBJ No Objections	WD Withdrawn
CAC Conservation Area Consent	NHBC National House Building Council	
COL Certificate of Lawfulness		



## Enquiries of the Local Authority (2016 Edition)

<b>PLANNING AND BUILDING REGULATIONS</b>	
Planning and Building Decisions and Pending Applications	
1.1 Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	1.1
(a) a planning permission;	(a) Any entries are listed in our report
(b) a listed building consent;	(b) Any entries are listed in our report
(c) a conservation area consent;	(c) Any entries are listed in our report
(d) a certificate of lawfulness of existing use or development;	(d) Any entries are listed in our report
(e) a certificate of lawfulness of proposed use or development;	(e) Any entries are listed in our report
(f) certificate of lawfulness of proposed works for listed buildings;	(f) Any entries are listed in our report
(g) a heritage partnership agreement;	(g) Any entries are listed in our report
(h) a listed building consent order;	(h) Any entries are listed in our report
(i) a local listed building consent order;	(i) Any entries are listed in our report
(j) building regulations approval;	(j) Any entries are listed in our report
(k) a building regulation completion certificate; and	(k) Any entries are listed in our report
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	(l) Refer to vendor, please see Informatives (2) and (3)
<b>Informative</b>	
(1) This reply does not cover other properties in the vicinity of the property.	
(2) As from 1 April 2002 the installation of a replacement window, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.	
(3) Question 'l'. Competent Persons Scheme. These records are not routinely held by the Local Authority. Information is available from the appropriate Scheme Managers direct. This includes - heat producing gas appliances; oil-fired combustion devices, oil storage tanks and heating and hot water services systems connected to them; certain solid fuel burning appliances and heating and hot water service systems connected to them; air conditioning or ventilation systems; lighting or electric heating systems; certain electrical installations; sanitary ware or washing facilities and cavity wall insulation. The client is advised to apply to the vendor for details of any works or completions issued under Competent Persons Schemes.	



Planning Designations and Proposals

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

Informative

This reply reflects policies or proposals in any existing adopted plan and in any formally proposed alteration or replacement plan but does not include policies contained in Planning Guidance Notes or Supplementary Planning Documents. Further enquiries should be made to the local authority's Planning and Highways Department. Information regarding flooding is not provided as standard in answer to this enquiry and should be sought directly from the local authority and Environment Agency: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk) and Natural Resources Wales: [www.naturalresources.wales](http://www.naturalresources.wales)

1.2 Pre-Submission Draft City Policies & Sites Proposals Map April 2013, Core Strategy Adopted March 2009 & Sheffield Unitary Development Plan adopted March 1998, Saved Policies from September 2007

Within:

- Area Panel Boundary
- South Yorkshire Forest Boundary , PGE6
- Housing , PH1



<b>ROADS AND PUBLIC RIGHTS OF WAY</b> Roads, footways and footpaths	
2.1 Which of the roads, footways and footpaths named in the application for this search are:	2.1
(a) highways maintainable at public expense;	(a) WHINMOOR ROAD <ul style="list-style-type: none"><li>• Highway maintainable at public expense</li></ul>
(b) subject to adoption and, supported by a bond or bond waiver;	(b) No
(c) to be made up by a local authority who will reclaim the cost from the frontagers; or	(c) No
(d) to be adopted by a local authority without reclaiming the cost from the frontagers?	(d) No
<u>Informative</u> If a road, footpath or footway is not a highway, there may be no right to use it. Please note that if a plan is included in response to Q2.1 the full extent, for example with regard to verges, of the adoption status of the roads, footways and footpaths indicated may not be revealed. Information as to the full extent of publicly maintained highways can be obtained through our Highways Search service.	

<b>Public Rights of Way</b>	
2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	2.2 No
2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	2.3 No
2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	2.4 No
2.5 If so, please attach a plan showing the approximate route.	2.5 Not applicable
<u>Informative</u> Please note that additional Public Rights of Way may exist other than those shown on the definitive map.	





## OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?

Land required for Public Purposes

3.1 Is the property included in land required for public purposes? 3.1 No

Land to be acquired for Road Works

3.2 Is the property included in land to be acquired for road works? 3.2 No

Drainage Matters

3.3 3.3

- (a) Is the property served by means of a sustainable urban drainage system (SuDS)?
- (b) Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?
- (c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

- (a) Information not available, please see Informative
- (b) Information not available, please see Informative
- (c) Information not available, please see Informative

### Informative

Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.



Nearby Road Schemes	
3.4 Is the property ( or will it be ) within 200 metres of any of the following:-	3.4
(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;	(a) No
(b) the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	(b) No
(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes;	(c) No
(d) the outer limits of: (i) construction of a new road to be built by local authority; (ii) an approved alteration or improvement to an existing road involving the 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 the construction of one or more additional traffic lanes;	(d) No
(e) the centre line of the possible route of a new road under proposals published for public consultation; or;	(e) No
(f) the outer limits of: (i) construction of 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 roundabout) or (iii) widening by the construction of one or more additional traffic lanes, under proposals published for public consultation	(f) No
<u>Informative</u> Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.	



<p>Nearby Railway Schemes</p> <p>3.5</p> <p>(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</p> <p>(b) Are there any proposals for a railway, tramway, light railway or monorail within the local authority's boundary?</p> <p><u>Informative</u></p> <p>This answer includes all proposals within the Local Authority boundary. This answer may differ from a Council Search as some Local Authorities may not include all proposals.</p> <p>Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	<p>3.5</p> <p>(a) No</p> <p>(b) No</p>
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<b>Traffic Schemes</b>	
3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in the application for this search and are within 200m of the boundaries of the property?	3.6
(a) permanent stopping up or diversion;	(a) No
(b) waiting or loading restrictions;	(b) No
(c) one way driving;	(c) No
(d) prohibition of driving;	(d) No
(e) pedestrianisation;	(e) No
(f) vehicle width or weight restriction;	(f) No
(g) traffic calming works including road humps;	(g) No
(h) residential parking controls;	(h) No
(i) minor road widening or improvement;	(i) No
(j) pedestrian crossings;	(j) No
(k) cycle tracks;	(k) No
(l) bridge building?	(l) No
<b>Informative</b>	
(1) In some circumstances, road closure can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the Local Authority	
(2) This enquiry is designed to reveal matters that are yet to be implemented and could therefore not be ascertained by a visual inspection. Schemes that have been, or are currently implemented will not be referred to in answer to this enquiry.	
(3) Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.	
<b>Outstanding Notices</b>	
3.7 Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?	3.7
(a) building works;	(a) No
(b) environment;	(b) No
(c) health and safety;	(c) No
(d) housing;	(d) No
(e) highways; or	(e) No
(f) public health; or	(f) No
(g) flood and coastal erosion risk management?	(g) No



Contravention of Building Regulations	
3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	3.8 No
Notices, Orders, Directions and Proceedings under Planning Acts	
3.9 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; (b) a stop notice; (c) a listed building enforcement notice; (d) a breach of condition notice; (e) a planning contravention notice; (f) another notice relating to breach of planning control; (g) a listed building repairs notice; (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) a building preservation notice; (j) a direction restricting permitted development; (k) an order revoking or modifying planning permission; (l) an order requiring discontinuance of use or alteration or removal of building or works; (m) a tree preservation order; or (n) proceedings to enforce a planning agreement or planning contribution?	3.9  (a) No (b) No (c) No (d) No (e) No (f) No  (g) No (h) No   (i) No (j) No (k) No  (l) No  (m) No (n) No



<p>Community Infrastructure Levy (CIL)</p> <p>3.10</p> <p>(a) Is there a CIL charging schedule</p> <p>(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-</p> <p>(i) a liability notice?</p> <p>(ii) a notice of chargeable development?</p> <p>(iii) a demand notice?</p> <p>(iv) a default liability notice?</p> <p>(v) an assumption of liability notice?</p> <p>(vi) a commencement notice?</p> <p>(c) Has any demand notice been suspended?</p> <p>(d) Has the Local Authority received full or part payment of any CIL liability?</p> <p>(e) Has the Local Authority received any appeal against any of the above?</p> <p>(f) Has a decision been taken to apply for a liability order?</p> <p>(g) Has a liability order been granted?</p> <p>(h) Have any other enforcement measures been taken?</p> <p><u>Informative</u></p> <p>When information is shown as "Not available" we recommend you contact the Local Authority direct.</p> <p>In addition to our given answer, we recommend checking planning approvals, Section 106 Agreements and referring to the developer.</p>	<p>3.10</p> <p>(a) Yes, Sheffield City Council CIL Charging Schedule, approved 03.06.2015</p> <p>(i) No</p> <p>(ii) No</p> <p>(iii) No</p> <p>(iv) No</p> <p>(v) No</p> <p>(vi) No</p> <p>(c) No</p> <p>(d) No</p> <p>(e) No</p> <p>(f) No</p> <p>(g) No</p> <p>(h) No</p>
<p>Conservation Area</p> <p>3.11 Do the following apply in relation to the property:</p> <p>(a) the making of the area a Conservation Area before 31 August 1974; or</p> <p>(b) an unimplemented resolution to designate the area a Conservation Area?</p>	<p>3.11</p> <p>(a) No</p> <p>(b) No</p>
<p>Compulsory Purchase</p> <p>3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</p>	<p>3.12 No</p>



<p>Contaminated Land</p> <p>3.13 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):</p> <ul style="list-style-type: none"><li>(a) a contaminated land notice;</li><li>(b) in relation to a register maintained under (b) section 78R of the Environmental Protection Act 1990:<ul style="list-style-type: none"><li>(i) a decision to make an entry; or</li><li>(ii) an entry; or</li></ul></li><li>(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?</li></ul> <p><u>Informative</u></p> <p>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.</p>	<p>3.13</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b)<ul style="list-style-type: none"><li>(i) No</li><li>(ii) No</li></ul></li><li>(c) No</li></ul>
<p>Radon Gas</p> <p>3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by the Public Health England or Public Health Wales?</p> <p><u>Informative</u></p> <p>This does not necessarily indicate the presence of Radon Gas in any particular property in this area. Radon is a natural radioactive gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit <a href="http://www.ukradon.org">www.ukradon.org</a></p>	<p>3.14 No</p> <p>Data Source: Landmark Information Group, Imperium, The Smith Centre, Imperial Way, Reading, West Berkshire, RG2 0TD</p>



Assets of Community Value	
3.15	3.15
(a) Has the property been nominated as an (a) No asset of community value? If so:- (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the "nominated but not listed" list? (iii) Has the listing expired? (iv) Is the Local Authority reviewing or proposing to review the listing? (v) Are there any subsisting appeals against the listing?	(a) No (i) Not Applicable (ii) Not Applicable (iii) Not Applicable (iv) Not Applicable (v) Not Applicable
(b) If the property is listed: (i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the Local Authority received a notice of disposal? (iii) Has any community interest group requested to be treated as a bidder?	(b) (i) Not Applicable (ii) Not Applicable (iii) Not Applicable





# Information for Buyers

This section is a guide to the content of the local authority search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer and/or surveyor if you have any concerns about the search results.

If you would like to know more about the issues raised, there is a wealth of information available using the keyword search facilities at [www.gov.uk](http://www.gov.uk)

## Local Land Charge Entries

### The Property is subject to Local Land Charge Entries

#### What is a Local Land Charge?

Local Land Charges are generally any financial charges (which usually relate to work carried out on the property or land by the Local Authority or an appointed/approved body), or certain restrictions or prohibitions on the use of the property or land. They affect whoever owns the land and will be binding and enforceable against the new owner.

Common types of Local Land Charges include, but are not limited to:

- planning permissions
- listed buildings
- conservation areas
- tree preservation orders
- improvement and renovation grants

Your conveyancer will provide further advice.



## Planning

This report reveals no planning entries since 1 January 1990.

### **When do I need planning permission?**

You will probably need Planning Permission to build something new or make changes to your building, for example building an extension or changing the use of the building. Some building projects do not require Planning Permission; this is known as Permitted Development Rights. Please let your Conveyancer and your Surveyor know if you are aware of any other alterations which do not appear on this list. Permission may not have been required, but your Conveyancer will advise you if there are any concerns.

Do not approach the Council direct without first speaking with your Conveyancer, as it could limit your options.

### **What about planning applications for nearby properties?**

Please note that this report does not consider planning applications or permissions relating to other properties nearby. You can obtain this information via a Planning report which may also include information about the neighbourhood such as rights of way, local amenities, average house prices and council tax bands, local schools, colleges and performance tables, theft insurance claims and more.



## Building Regulations

This report reveals building regulation entries since 1 April 2002.

### What does this mean?

The report shows Building Regulations entries. Please let your Conveyancer and your Surveyor know if there are any alterations which do not appear to have consent.

Do not approach the Council direct without first checking with your Conveyancer, as it will limit your options.

Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### What are Building Regulations?

Building Regulations apply to building work in England and Wales. They set standards for the design and construction of buildings to ensure the safety and health for people in or about those buildings. They also include requirements to ensure that fuel and power is conserved and facilities are provided for people, including those with disabilities, to access and move around inside buildings. Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### Is Building Regulations approval the same as planning permission?

Building Regulations approval is a completely separate matter from obtaining planning permission for any proposed work. Similarly, receiving planning permission is not the same as taking action to ensure it complies with the Building Regulations. The responsibility for checking that Buildings Regulations have been met usually falls to a Local Authority Building Inspector.

## Local Area Land Use

The report reveals the following

Within:

- Area Panel Boundary
- South Yorkshire Forest Boundary , PGE6
- Housing , PH1

### What does this mean?

Land Use Designations indicate the primary use for the area as decided by the Local Authority. If this will affect your intended use of the property, please contact your Conveyancer. Further information about land use can be obtained from the Local Authority shown on the front of this report.

### What is a Development Plan/Local Plan?

Development plans set out the local planning authority's policies and proposals for the development and use of land in their area. The development plan guides and informs on day-to-day decisions as to whether or not planning permission would be granted.



## Road Maintenance

### WHINMOOR ROAD

- Highway maintainable at public expense

#### What does this mean?

If a highway is classed as "highway maintainable at public expense" it will be maintained by the Highways Authority (Local Authority, County Council, Transport for London or Highways England). Some highways will be maintained by the Local Authority Housing Department/Housing Association. If the highway is not maintained by any of the above, then maintenance responsibility usually falls to the owners of the property fronting that part of the road.

## Community Infrastructure Levy (CIL)

A Community Infrastructure Levy (CIL) Charging Schedule is in force

#### What is a Community Infrastructure Levy?

A CIL allows the Local Authority to raise funds from developers undertaking new building projects in the area. The money can be used to fund a wide range of infrastructure that is needed as a result of the development. The Local Authority has to adopt a charging schedule that sets out the levy rates. Your conveyancer should check you have no assumed CIL liability.

## Contaminated Land

The report has not revealed any records of contamination held by the Local Authority

#### What should I do?

The Local Authority is obliged to identify contaminated land sites and issue 'remediation' or clean up notices to the homeowner or developer of the land. Land is usually contaminated due to past industrial use. However, not all contaminated land has been identified by the Local Authority. It is for this reason that your Conveyancer may have ordered an Environment Report - which is recommended for all properties - or insurance.



## Other Information

### Search Insurance

As part of our commitment to providing a high quality service and the highest levels of consumer protection, InfoTrack Ltd carries £10 million Professional Indemnity Insurance. This exceeds the £2 million minimum requirement under the Search Code and includes cover for errors and omissions in local authority data and records used to compile our search reports, as well as six years' run-off cover. Providing cover for these risks ensures a complete liability chain.

If you need to make a claim, please contact InfoTrack Ltd in the first instance. If, however, InfoTrack Ltd were to cease trading and there is an error or omission in the local authority data, please contact the insurers directly via:

[MRDProfessionalClaims@uk.qbe.com](mailto:MRDProfessionalClaims@uk.qbe.com)

QBE Insurance (Europe) Ltd Plantation Place  
30 Fenchurch Street  
London  
EC3M 3BD  
Tel: (0)20 7105 4000

### Data Sources

#### Planning Records

The planning authority makes planning records readily available from 01 January 2001. InfoTrack Ltd has searched the records going back to 01 January 1990.

#### Building Control Records

The local authority makes building control records readily available from 01 January 2001 only. InfoTrack Ltd has searched the records going back to 01 April 2002.

#### Other Data Sources

The information in this report has been compiled from Local Authority (as stated on the front of this report) records via either ordering a Con29, via an Environmental Information Regulation request, or via a physical inspection of the Local Land Charges Register, the Planning Register, Enforcement Notices and other publicly available Notices, Building Control records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, other published Local Plans including Local Development Frameworks (as stated within the report), the Register of Adopted Highways, the Local Authority and / or County Council (as stated within the report) Highway and Traffic schemes website, policies and documents, the Highways Agency website, roadworks.org website and UK Radon data as supplied by Landmark Information Group Ltd.

## Next Steps

For more information or to order any of the recommended searches, documents or insurance, please call 0207 186 8090 or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) or email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)

# Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.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 UK
- 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 Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that all search services comply with the law, registration rules and standards
- monitor their compliance with the Code

## Complaints

If you have a query or complaint about your search, you should raise it directly with 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 financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire  
SP1 2BP

Tel: 01722 333306 / Fax: 01722 332296  
Web: [www.tpos.co.uk](http://www.tpos.co.uk) / Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

Please ask your search provider if you would like a copy of the Search Code.



# Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk), [www.infotrack.co.uk](http://www.infotrack.co.uk))

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

# Terms and Conditions

## 1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.
  - 1.2 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
  - 1.3 "Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.
  - 1.4 "Company" means a company registered at Companies House in respect of which InfoTrack has been instructed to provide a Service.
  - 1.5 "Consumer" means any person acting for purposes other than their trade, business or profession.
  - 1.6 "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 right.
  - 1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.
  - 1.8 "Literature" means InfoTrack's brochures, price lists and advertisements in any type of media, including the content of the Website.
  - 1.9 "Order" means the request for Services by You.
  - 1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.
  - 1.11 "Property" means an address or location for which InfoTrack provides a Service.
  - 1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.
  - 1.13 "Report" means the report prepared by InfoTrack in respect of the Property or the Order.
  - 1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
  - 1.15 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing the Services.
  - 1.16 "Terms" means these terms and conditions of business.
  - 1.17 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
  - 1.18 "Website" means our website located at [www.infotrack.co.uk](http://www.infotrack.co.uk).
  - 1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.
  - 1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

## 2. Agreement

- 2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.
- 2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack.
- 2.5 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 these Terms 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 these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

## 3. Services

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.



#### **4. Price and Payment**

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack 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 payment is made in full.
- 4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

#### **5. Cancellation of Services**

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
  - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
  - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 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 Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk).
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) 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 Term 4.2.

#### **6. Termination**

- 6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - 6.1.1 You fail to make any payment due in accordance with Term 4;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

#### **7. Events Beyond Our Control**

- 7.1 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.

#### **8. Warranties and Limitation of Liability**

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:-
  - 8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
  - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
  - 8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
  - 8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
  - 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.



- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.
- 9. Supplier's Obligations**
- This Term 9 only applies if you are a Supplier
- For the purposes of this Term 9, the terms "controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.
- In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.
- 9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data;
- 9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and
- 9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 The Supplier shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;
- 9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;
- 9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;
- 9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and
- 9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.
- 9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as third-party processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.
- 10. Our Liability if you are a Business**
- This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below
- 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes unless You have obtained Our prior written consent.

- 10.2 Nothing in these Terms limits or excludes Our liability for:
- 10.2.1 Death or personal injury caused by Our negligence;
  - 10.2.2 Fraud or fraudulent misrepresentation;
  - 10.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 10.2.4 Defective products under the Consumer Protection Act 1987.
- 10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 10.3.1 Any loss of profits, sales, business or revenue;
  - 10.3.2 Loss or corruption of data, information or software;
  - 10.3.3 Loss of business opportunity;
  - 10.3.4 Loss of anticipated savings;
  - 10.3.5 Loss of goodwill; or
  - 10.3.6 Any indirect or consequential loss.
- 10.4 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

#### **11. Our liability if you are a Consumer**

This Term 11 only applies if you are a Consumer.

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the European Economic Area (subject to our Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the European Commission is utilised.
- 11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not in any way exclude or limit Our liability for:
- 11.3.1 Death or personal injury caused by Our negligence;
  - 11.3.2 Fraud and fraudulent misrepresentation;
  - 11.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 11.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 11.3.5 Defective products under the Consumer Protection Act 1987.
- 11.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

#### **12. Beta Services**

- 12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).
- 12.2 Subject to Term 12.3 below:
- 12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);
  - 12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and
  - 12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.
- 12.3 Nothing in this Term 12 limits or excludes Our liability for:
- 12.3.1 Death or personal injury caused by Our negligence;
  - 12.3.2 Fraud and fraudulent misrepresentation;
  - 12.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 12.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 12.3.5 Defective products under the Consumer Protection Act 1987.

#### **13. Intellectual Property Rights**

- 13.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights save solely to the extent set out at Term 13.5 below.
- 13.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 13.3 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 Term 13.
- 13.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:

- 13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
- 13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
- 13.5.3 We have the right to terminate the Licence at any time at our sole discretion.

#### **14. Insurance**

- 14.1 Our insurers are QBE Insurance (Europe) Ltd whose address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.
- 14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.

#### **15. Complaints**

- 15.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is [www.tpos.co.uk](http://www.tpos.co.uk) and email address is [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.
- 15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision. Terms and Conditions

#### **16. General**

- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 The parties to these Terms do not intend that any term of Our Agreement 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.
- 16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

16.6 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.

- 16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.
- 16.8 In providing the Services and Reports We will comply with the Search Code.
- 16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.
- 16.10 The Agreement 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.

Revised January 2021