



QUICK SEARCH SUMMARY

	Local Land Charge Entries - Q1.2	YES
	Planning History	YES
	Building Regulation Applications	YES
	Planning Designations & Proposals - Q1.2	YES
	Roads - Q2.1	ADOPTED
	Public Rights of Way - Q2.2	NO
	Other Matters	NO
	Road Schemes Q3.4	NO
	Rail (also refer to plan at rear of report) Q3.5 (a)	NO
	Schemes, Notices & Orders	YES
	Community Infrastructure Levy (CIL) Q3.10 (a - h)	NO
	Assets of Community Value Q3.15	NO
	Green Deal Checker	NOT AFFECTED
	Coal Checker	CLEAR
	HS2 Checker	CLEAR
	Enviro Checker (Inc. Planning, Flood & Contaminated Land)	N/A

Search Details

Search Prepared For:

BRINDLEY TWIST TAFFS &
JAMES LLP

Tel: 02476531532

Search Number:

286500

Your Reference:

BLL.00079226/1

Property:

UNIT 2
25
SOMERS ROAD
RUGBY
CV22 7DG

Date:05/09/2023

Local Authority & Address:

RUGBY BOROUGH COUNCIL
TOWN HALL
PO BOX 16
RUGBY
CV21 2LA

Other roadways, footpaths and footways:

NONE

Additional enquiries are to be attached on a separate sheet

No

SEARCH PREPARED BY AND ANY ENQUIRIES TO:

Move Reports UK : Hilton Hall Hilton Lane, Essington
Wolverhampton, South Staffs, WV11 2BQ
Contact Person : Thomas Bridgen
Tel : 0845 094 5733
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Email : enquiries@move-reportsuk.com

How Information Obtained

The answers to all questions within this report were obtained from public records held by the Local Authority (RUGBY BOROUGH COUNCIL, TOWN HALL PO BOX 16 RUGBY CV21 2LA) with the exception of questions 3.5, for which non-Local Authority public records are used and question 3.14, for which data is sourced from UK Radon.

For further information contact Move Reports UK Limited.

Optional Enquiries

Road proposals by private bodies	<input type="checkbox"/>
Advertisements	<input type="checkbox"/>
Completion notices	<input type="checkbox"/>
Parks And Countryside	<input type="checkbox"/>
Pipelines	<input type="checkbox"/>
Houses in multiple occupation	<input type="checkbox"/>
Noise abatement	<input type="checkbox"/>
Urban development areas	<input type="checkbox"/>
Enterprise zones	<input type="checkbox"/>
Inner urban improvement areas	<input type="checkbox"/>
Simplified planning zones	<input type="checkbox"/>
Land maintenance notices	<input type="checkbox"/>
Mineral Consultation Areas	<input type="checkbox"/>
Hazardous Substance Consents	<input type="checkbox"/>
Environmental And Pollution Notices	<input type="checkbox"/>
Food Safety Notices	<input type="checkbox"/>
Hedgerow Notices	<input type="checkbox"/>
Flood Defence and Land Drainage Consents	<input type="checkbox"/>
Common Land, Town And Village Greens	<input type="checkbox"/>

Plan Attached	Yes
Optional enquiries to be answered	No
Additional enquiries are to be attached on a separate sheet	No

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

UNIT 2
25
SOMERS ROAD
RUGBY
CV22 7DG

LOCAL LAND CHARGE REGISTER ENTRIES

- 1 RUGBY BOROUGH COUNCIL
SMOKE CONTROL ORDER NO.17
REGISTERED 01/09/1975
- 2 TOWN & COUNTRY PLANNING ACT 1990 - SECTION 171(1)(A)
ENFORCEMENT NOTICE REQUIRING THE REMOVAL OF THE FENCE AT 25 SOMERS ROAD
DATED 11/08/1992
REGISTERED 27/11/1992
COMPLIED WITH DATED 23/10/1992
- 3 TOWN & COUNTRY PLANNING ACT 1990 - SECTION 171(1)(B)
ENFORCEMENT NOTICE REQUIRING THE CESSATION OF THE UNAUTHORISED USE FOR STORAGE OF MOTOR VEHICLES, REMOVAL OF THE MOTOR VEHICLES & TRAILERS NOT ANCILLARY TO THE PERMITTED USE & RESTORE THE LAND TO ITS PERMITTED USE AT 25 SOMERS ROAD
DATED 11/08/1992
REGISTERED 27/11/1992
COMPLIED WITH DATED 23/10/1992

PLANNING REGISTER ENTRIES SINCE: 01-04-1980

- 1 R78/1877/0564/P INSTALLATION OF 3000 GALLON UNDERGROUND PETROL STORAGE TANK & PUMP
PG/C 28/02/1979
(25 SOMERS ROAD)
- 2 R/79/1404/2223/DP CONSTRUCTION OF ROADS AND SEWERS
PG/C 14/11/1979
(SOMERS ROAD INDUSTRIAL ESTATE)
- 3 R79/1570/0564/P ERECTION OF EXTENSION AT FIRST FLOOR LEVE & USE OF OFFICES
PG/C 12/12/1979
(PLOT B12 SOMERS ROAD)
- 4 R84/0595/0564/P ERECTION OF REAR EXTENSION TO PROVIDE ADDITIONAL STORAGE FACILITIES
PG/C 08/08/1984
(25 SOMERS ROAD)

- | | |
|---|--|
| 5 | R87/1548/0564/P USE OF FRONTAGE BUILDING FOR PURPOSES WITHIN CLASS B1 & BUILDINGS 1 TO 6 FOR PURPOSES WITHIN CLASS B2 OF THE TOWN & COUNTRY PLANNING (USE CLASSES) ORDER 1987
PG/C 14/12/1987
(25 SOMERS ROAD) |
| 6 | R88/0035/0564/P EXTERNAL ALTERATIONS TO BUILDING
PG/C 21/04/1988
(25 SOMERS ROAD) |
| 7 | E2E/R09/APP NO 177 END TO END SERVICE REVIEW 2009 APP NO 177 CHANGE OF USE TO TAXI BASE WITH GARAGE FACILITIES, ERECTION OF 12M RADIO MAST
PG/C 02/07/2009
(UNIT 2, REAR OF 25 SOMERS ROAD) |
| 8 | R10/1234 PART CHANGE OF USE OF EXISTING TAXI OFFICE TO INCLUDE MOT TESTING FACILITY
PG/C 27/09/2010
(UNIT 2, 25 SOMERS ROAD) |

BUILDING REGULATION APPLICATIONS SINCE: 01-01-2010

- | | |
|---|--|
| 1 | BCR/10/07120/FP WIDEN ENTRANCE & REMOVAL OF PART OF MEZZANINE FLOOR
APPROVED 17/11/2010
COMPLETION DATE 03/05/2011
(UNIT 2, 25 SOMERS ROAD) |
|---|--|

OTHER DETAILS

PLEASE NOTE THE FOLLOWING INFORMATION:

QUESTION 1 PLANNING AND BUILDING REGULATIONS

1. PLANNING AND BUILDING REGULATIONS

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:

The Local Authority applies a 'cut-off' date for planning applications and for building regulation applications. The records have been searched back to that date only. Planning applications relating to land adjoining the curtilage of the address searched do not fall within the scope of this report.

(a) a planning permission;	1.1 (a) - (i) SEE PLANNING ENTRIES
(b) a listed building consent;	
(c) a conservation area consent;	
(d) a certificate of lawfulness of existing use or development;	
(e) a certificate of lawfulness of proposed use or development;	
(f) a certificate of lawfulness of proposed works for listed buildings;	
(g) a heritage partnership agreement;	
(h) a listed building consent order;	
(i) a local listed building consent order;	
(j) building regulation approvals;	1.1 (j) - (l) SEE BUILDING REGS
(k) a building regulation completion certificate; and	
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	
How can copies of the decisions be obtained?	PLEASE CONTACT MOVE REPORTS UK
<p>INFORMATIVE: If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.</p>	<p>INFORMATIVE: The owner or occupier of the property should be asked to produce any such certificate. The seller or developer should be asked to provide evidence of compliance with building regulations.</p>

1.2 Planning Designations & Proposals.

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

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

The Rugby Borough Council Local Plan 2011-2031 (adopted June 2019):

WITHIN URBAN EDGE
AIR QUALITY MANAGEMENT AREA
STRATEGIC GREEN INFRASTRUCTURE
NETWORK
EMPLOYMENT SIDE
COVENTRY AIRPORT FLIGHT PATH
SAFEGUARDING ZONE

QUESTION 2 ROADS AND PUBLIC RIGHTS OF WAY

2. ROADS AND PUBLIC RIGHTS OF WAY

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

(a) highways maintainable at public expense:

SOMERS ROAD - YES

(b) subject to adoption and supported by a bond or bond waiver;

NONE

(c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or

NONE

(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

NONE

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

Public rights of way

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?

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 revised definitive map?

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?

NO

2.5 If so, Please attach a plan showing the approximate route	
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QUESTION 3 OTHER MATTERS

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

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?	NO
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3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?	NONE
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3.3 Drainage Matters

(a) Is the property served by a sustainable urban drainage system (SuDS)?	3.3 (a) - (c) THE COUNCILS RECORDS DO NOT ALLOW FOR THE PROVISION OF COMPREHENSIVE ANSWERS IN RELATION TO THIS QUESTION. Informative: We therefore recommend checking planning approvals, section 106 agreements and referring to the vendor and or developer in order to establish if the property is served by a Sustainable Urban Drainage System
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	
(c) If the property benefits from SuDS for which there is a charge, who bills the property for the surface water drainage charge?	
Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.	

3.4 Nearby Road Schemes

Is the property (or will it be) within 200 metres of any of the following:	
(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;	QUESTION 3.4 (a) TO (f) SEE REPLIES BELOW. (Note: does not include schemes by Private Bodies as this is covered by additional optional enquiries) NONE

(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;	NONE
(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes;	NONE
(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;	NONE
(e) the centre line of the proposed route of a new road under proposals published for public consultation; or	NONE
(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	NONE
	Note: A mini-roundabout is a roundabout having one-way circulatory around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

3.5 Nearby Railway Schemes

(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NO
(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	NO

3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:	
(a) permanent stopping up or diversion;	NO
(b) waiting or loading restrictions;	NO

(c) one way driving;	NO
(d) prohibition of driving;	NO
(e) pedestrianisation	NO
(f) vehicle width or weight restriction;	NO
(g) traffic calming works including road humps;	NO
(h) residents' parking controls;	NO
(i) minor road widening or improvement;	NO
(j) pedestrian crossings;	NO
(k) cycle tracks; or	NO
(l) bridge building?	NO
In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located	

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;	NONE REGISTERED
(b) environment;	NONE REGISTERED
(c) health and safety;	NONE REGISTERED
(d) housing;	NONE REGISTERED
(e) highways; or	NONE REGISTERED
(f) public health?	NONE REGISTERED
(g) flood and coastal erosion risk management ?	NONE REGISTERED

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?	NONE REGISTERED
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;	SEE LAND CHARGES - COMPLIED WITH
(b) a stop notice;	NONE REGISTERED
(c) a listed building enforcement notice;	NONE REGISTERED
(d) a breach of condition notice	NONE REGISTERED
(e) a planning contravention notice	NONE REGISTERED
(f) another notice relating to breach of planning control;	NONE REGISTERED
(g) a listed building repairs notice;	NONE REGISTERED
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NONE REGISTERED
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED (Does not cover trees on neighbouring property which may overhang. If overhanging trees are present, consider further enquiries)
(n) proceedings to enforce a planning agreement or planning contribution?	NONE REGISTERED
3.10 Community infrastructure levy (CIL)	
(a) Is there a CIL charging schedule?	YES

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:-	
(i) a liability notice?;	NONE REGISTERED
(ii) a notice of chargeable development?	NONE REGISTERED
(iii) a demand notice?	NONE REGISTERED
(iv) a default liability notice?	NONE REGISTERED
(v) an assumption of liability notice?	NONE REGISTERED
(vi) a commencement notice?	NONE REGISTERED
(c) Has any demand notice been suspended	NONE REGISTERED
(d) Has the Local Authority received full or part payment of any CIL liability ?	NONE REGISTERED
(e) Has the Local Authority received any appeal against any of the above?	NONE REGISTERED
(f) Has a decision been taken to apply for a liability order?	NONE REGISTERED
(g) Has a liability order been granted?	NONE REGISTERED
(h) Have any other enforcement measures been taken?	NONE REGISTERED
3.11 Conservation Area	
(a) the making of the area a conservation area before 31st August 1974; or	3.11 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	
3.12 Compulsory Purchase	
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
3.13 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 REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
(i) a decision to make an entry;	NONE REGISTERED
(ii) or an entry: or	NONE REGISTERED
(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	NONE REGISTERED
A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.	

3.14 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Public Health England or Public Health Wales?	
INFORMATIVE: 'Radon Affected Area' means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by Public Health England which also advises Government on the numerical value of the 'Radon Action Level' (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).	

<p>For NEW HOMES in England built in affected areas shown on the maps in the 1999 edition of BR211, the builder or building control body should know what type of radon protection has been provided. If the reply is positive (but not if the reply is negative) the following statement (informative) applies:</p> <p>Radon Affected Areas are designated by the Public Health England. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property, whether results were at or above the Action Level (prescribed by Public Health England) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures. A guide containing further information about Radon Affected Areas is available from Public Health England contact details: Public Health England Centre for Radiation, Chemicals and Environmental hazards, Chilton, Didcot, Oxon, OX11 0RQ Tel: 01235 822622 Email: radon@phe.gov.uk Further information on radon is available at www.ukradon.org</p>	<p>NO PLEASE REFER TO ENVIRONMENTAL REPORT</p>
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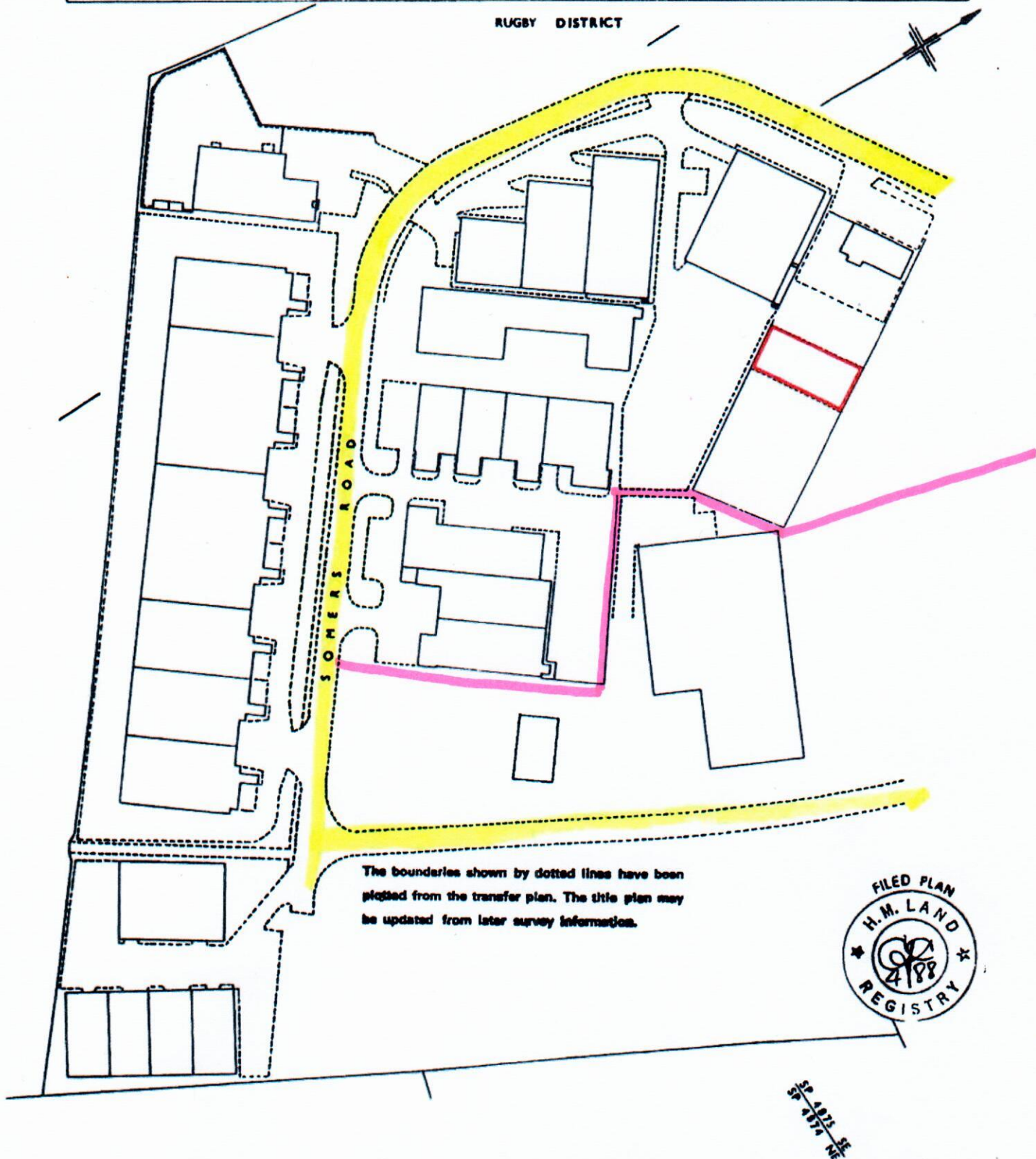
3.15 Assets of Community Value	
(a) Has the property been nominated as an asset of community value? If so:-	NO
(i) Is it listed as an asset of community value?;	NOT APPLICABLE
(ii) Was it excluded and placed on the "nominated but not listed" list?	NOT APPLICABLE
(iii) Has the listing expired?	NOT APPLICABLE
(iv) Is the Local Authority reviewing or proposing to review the listing?	NOT APPLICABLE
(v) Are there any subsisting appeals against the listing?	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?	NOT APPLICABLE
(ii) Has the Local Authority received a notice of disposal?	NOT APPLICABLE

(iii) Has any community interest group requested to be treated as a bidder?

NOT APPLICABLE

H.M. LAND REGISTRY		TITLE NUMBER	
		WK312543	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WARWICKSHIRE		SP 4875
			SECTION
			E
Scale: 1/1250			© Crown copyright 1974

RUGBY DISTRICT



The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



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- 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
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TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
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

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Move Reports 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.

If you want to make a complaint, we will:

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

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

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

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Complaints should be sent to:

Richard Bray
Move Reports UK Ltd
Hilton Hall
Hilton Lane
Essington
WV11 2BQ
Tel: 0845 0945733
Email: enquiry@moverereportsuk.com

FOOTNOTE:

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

Information Sources:

The information obtained can be via a number of channels being; Local Authority web-sites, Private sector web-sites, Government and other public bodies web sites, manual records and archive, visiting local authority or county council departments to inspect the following records; Local Land Charges, Planning, Building regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current & Proposed development Plans, Highways register, Enforcement, stop & Breach of Condition Notices, Contaminated Land & Hazardous Substance Consents and Radon Atlas. And written requests such as the LLC1 form, replies direct from the vendor, information under the freedom of information act and under any council 'commercial-licence' agreements with local authorities. As subscribers to the Search Code Move Reports will be required to demonstrate the actual information source per specific property report during audit inspections. Land Charge information purchased will be included 'without analysis or comment' to the rear of the report for HMRC VAT purposes with interpretation to be carried out by the conveyancing professional. MoveReportsUK Ltd follow a strict procedure to enable full track and traceability from the generation, compilation and final draft of the Local Search. Please contact MoveReportsUK Ltd for further details.

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1. Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

2. Privacy

Please refer to the separate Privacy policy

3. The Services

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

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

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

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

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

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

4. Charges

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

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

5. Your Obligations

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

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

5.3 If there is any conflict between a provision of any Third party reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be liable to pay any charges that have been reasonably incurred.

6.2 If your order is submitted in any other acceptable manner and you wish to cancel or re-schedule and order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) regulations 2000 as amended in 2005 and the Electronic Commerce (EC Directive) Regulations 2002.

7. Intellectual Property Rights and Proprietorship.

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these conditions.

7.3 Title to the MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8. Limitation of Liability

8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £5m in respect of anyone claim in respect of its personal search work.

The name and address of the insurer: TOKIO MARINE HCC, 1 Aldergate, London, EC3N 1RE

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

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

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

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

8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by negligence).

8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.

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

8.9 The Envirochecker is compiled using information from numerous sources, statutory and non-statutory. While every effort is made to ensure the content is accurate Move Reports cannot guarantee the accuracy of such information. The commitment fund is accessed when identifying a 'Passed' result and the local authority did not have a scheduled site investigation planned at the time of the report being compiled. The contribution amount is at the discretion of Move Reports UK Limited and is made available up to 6 years from the date of report purchase and the claimant being the purchaser(s) of the report.

9. Force Majeure

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

10. Assignment

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

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

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

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

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

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

11.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

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

12. Provision of CLS Insurance Products

12.1 Move Reports UK Ltd is an Appointed Representative of CLS Risk Solutions Limited (hereinafter referred to as 'CLS') which is authorised and regulated by the Financial Conduct Authority

12.2 Payment of CLS insurance products:

12.2.1 If sums on your account are not paid within 14 days of the date of invoice issue, CLS will be entitled, at its sole discretion, to cancel Products ordered.

12.2.2 Where Insurance Products are cancelled due to non-payment, CLS will notify the insured of the cancellation directly.

12.2.3 Any insurance premiums received by Move Reports from you will be held as an agent of the insurer by reason of risk transfer. If you pay a premium to Move Reports it will be treated as being received by the insurer(s). It also means that if the insurer(s) pay(s) claims money or returns premiums to Move Reports which Move Reports fail to forward to you, the insurer(s) will still be liable to you.

12.2.4 For Insurance Products, CLS acts as agent for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium against gross written premium and may receive a profit share from some insurers. Insurers which CLS may place business with can be viewed on CLS' capacity page <https://clsl.co.uk/about-us#>

12.2.5 For Insurance Products, Move Reports acts as an intermediary and an Approved Representative for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium.

12.3 Warranties and Limitation of CLS' Liability

12.3.1 You acknowledge and agree that:

12.3.2 In order to purchase any Insurance Products or Bonds, You are authorised by the Financial Conduct Authority, an appointed representative ('AR') of an authorised firm or are registered as an Exempt Professional Firm (EPF)

12.3.3 You will observe and comply with all applicable laws and regulations

12.3.4 You, Move Reports and CLS shall each pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind any party.

12.3.5 No party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing Criminal Finances Act 2017)

12.3.6 No party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing Bribery Act 2010)

12.3.7 The parties shall insofar as required to do so, and whether or not any Party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 12.3.3 to 12.3.6 above.

Independent Dispute Resolution.

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk email admin@tpos.co.uk). We will co-operate with the Ombudsman during an investigation and comply with his final decision.