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PROPERTY INFORMATION

Regulated Drainage and Water Report

Property Address

30, Old London Road
Badgers Mount
Sevenoaks
TN14 7AE

Report Prepared for

BOWLING & CO SOLICITORS
62 Broadway
Stratford
London
E15 1NG

Search No:
3212669

Client Reference:
084365-0002/AOU

Plan Attached:
Yes

Sewerage Undertaker:
THAMES WATER UTILITIES

Water Undertaker:
THAMES WATER UTILITIES

This report has been compiled from data obtained as a result of examination in person of the map of public sewers and map of waterworks held by the respective Water Companies. It is designed to be used in conjunction with the properties sewage and water bills, and/or your own survey of the property and/or in conjunction with the Vendor's property information form (TA6) or similar. Please also see attached notes.

Report Summary

Mains Water	Connected
Foul Water	Connected
Surface Water Sewer	Not known
Drainage Assets within Boundary	Yes
Water Assets within Boundary	No
Subject to Adoption Agreement	No

To assist quick interpretation of this report the summary uses the following colour coding:

Low Risk
May Require Attention
Requires Attention

This search was provided by Index London North East and compiled by Index South Central

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NN11 6LF

Tel: 01327 311 822

On behalf of Index Property Information

Signed:

Date: 22/08/2023

Customer Service: If you have any enquiries or require any further information, please contact us on 0208 525 5629 or e-mail londonne@indexpi.co.uk

Drainage Enquiries

Who is the sewage undertaker for this area?	THAMES WATER UTILITIES CLEARWATER COURT VASTERN ROAD READING RG1 8DB
Is a plan included where the relevant sewerage assets have been transcribed?	PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE
Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999). A Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

Does the foul water from the property drain to a public sewer?	RECORDS INDICATE THAT FOUL WATER FROM THE PROPERTY DOES DRAIN TO A PUBLIC SEWER.

GUIDANCE NOTE
The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Does the surface water from the property drain to a public sewer?	NOT KNOWN WITHOUT A SITE INSPECTION.

GUIDANCE NOTE
The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property\s sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	RECORDS INDICATE THAT THE SEWERS SERVING THE PROPERTY ARE NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.

GUIDANCE NOTE
The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999).

Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundary of the property?	THE MAP INDICATES THERE ARE PUBLIC SEWERS, DISPOSAL MAINS OR LATERAL DRAINS WITHIN THE BOUNDARIES OF THE PROPERTY.

GUIDANCE NOTE
The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991.

Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any building within the property?	PLEASE REFER TO ATTACHED PLAN FOR INDICATIVE LOCATION OF PUBLIC SEWERS.

GUIDANCE NOTE
The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a sewerage undertaker holds statutory responsibility under the Water Industry Act 1991.

Water Enquiries

Who is the water undertaker for this area?	THAMES WATER UTILITIES CLEARWATER COURT VASTERN ROAD READING RG1 8DB
Is a plan included where the relevant water assets have been transcribed?	PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE
Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991 (as amended by the Water Industry Act 1999). Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights of easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Is the property connected to the mains water supply?	RECORDS INDICATE THAT THE PROPERTY IS CONNECTED TO THE MAINS WATER SUPPLY.
Is any water main or service pipe serving or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	RECORDS INDICATE THAT WATER SUPPLY SERVING THE PROPERTY IS NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.
Does the map of waterworks indicate any vested water mains or assets within the boundary of the property?	THE MAP INDICATES THERE ARE NO WATER MAINS OR ASSETS WITHIN THE BOUNDARY OF THE PROPERTY.

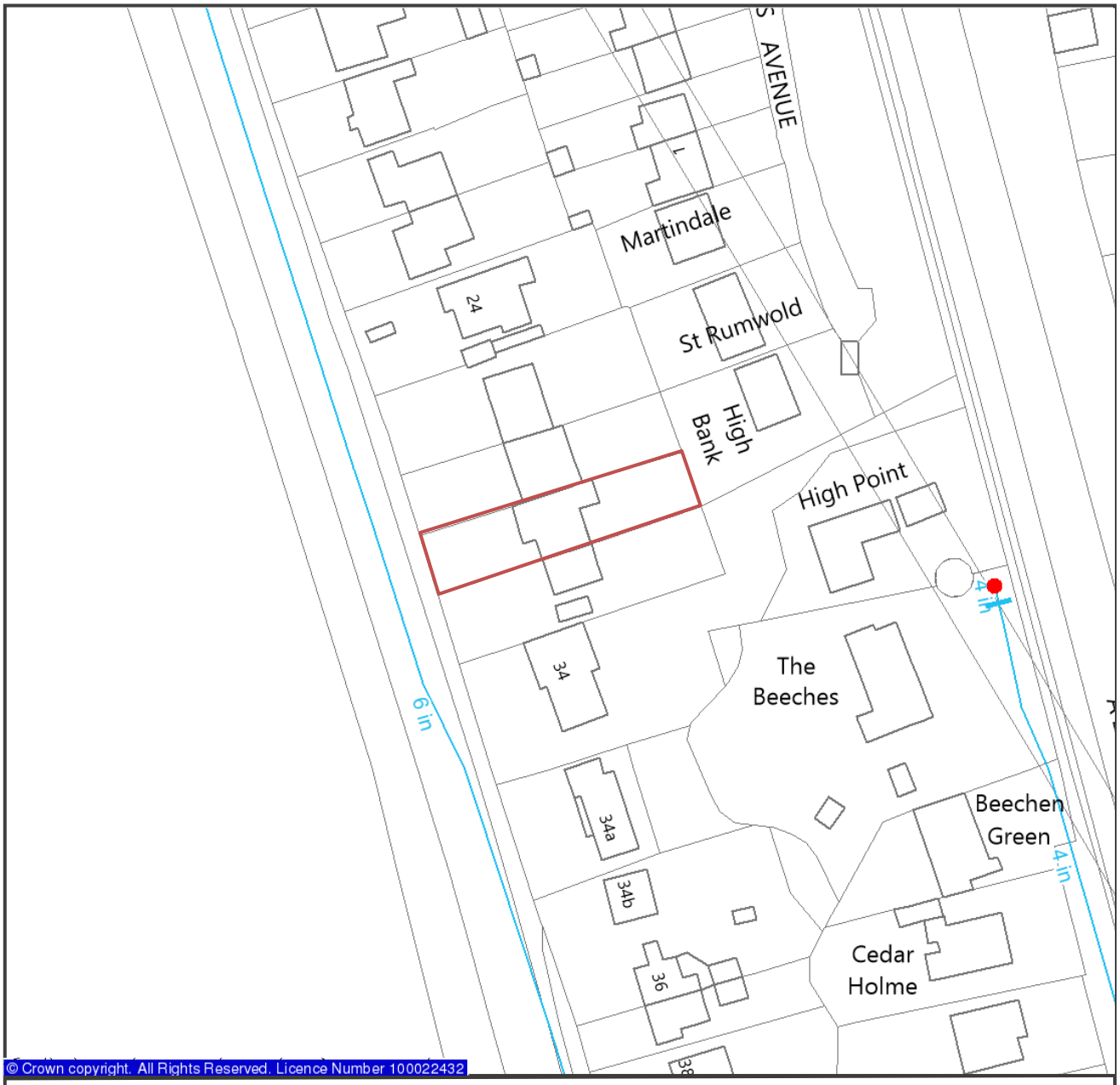
GUIDANCE NOTE
Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Billing Matters

What is the current basis for charging for sewerage and water services at the property?	SEWERAGE/WATER UNDERTAKER RECORDS INDICATE THE PROPERTY IS CHARGED BY WATER METER.

GUIDANCE NOTE
Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Water Asset Map



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LEGEND

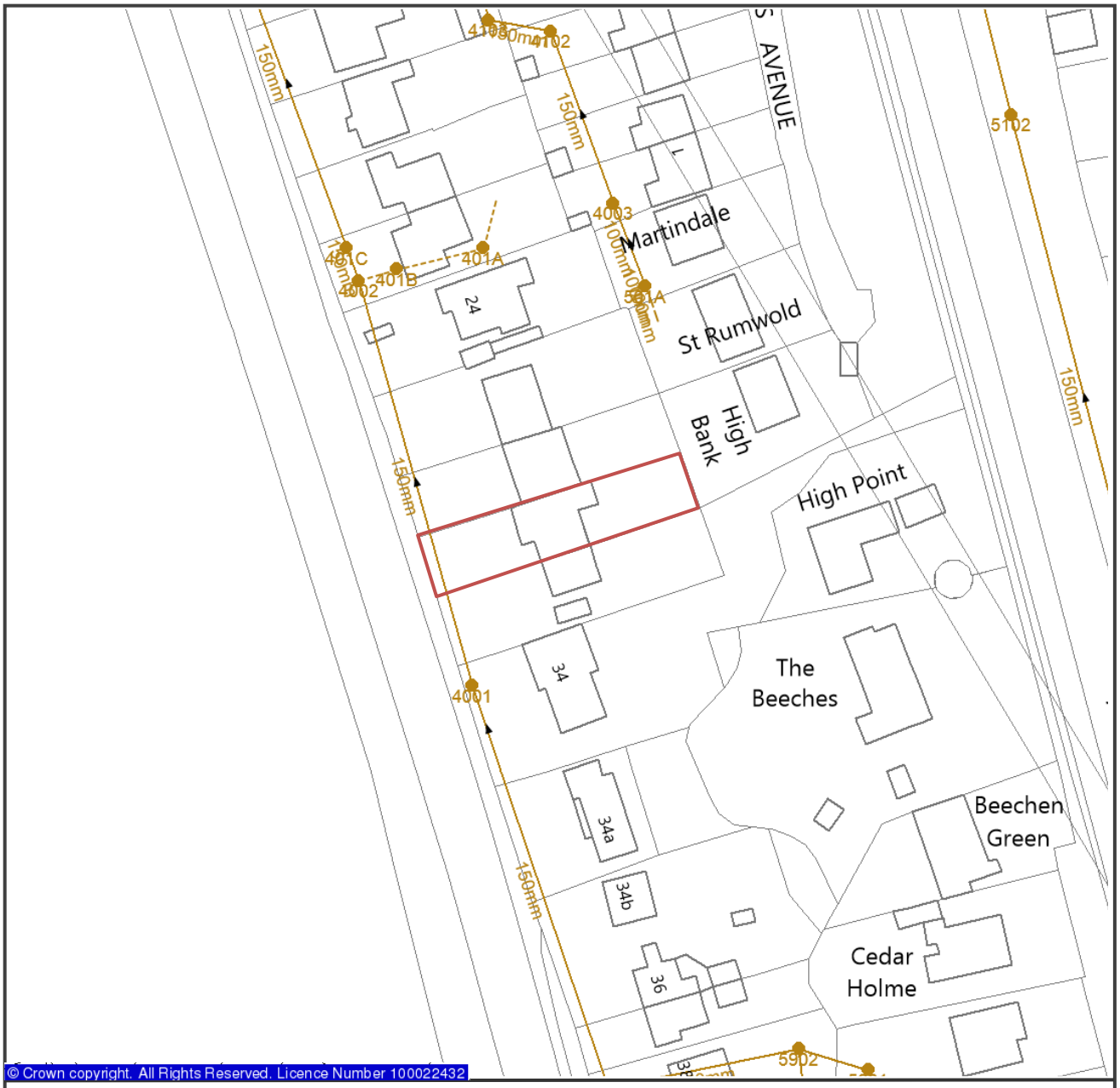
N

Water Main	Meter
Private Water	Valve
Proposed Water	Hydrant
Trunk Main	End Item
Proposed Trunk Main	
Abandoned Asset	

AREA OUTLINED RED IS AN APPROXIMATION OF THE SITE REQUESTED TO BE SEARCHED.

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Drainage Asset Map



LEGEND

N

Foul Sewer		Foul Manhole	
Surface Sewer		Surface Manhole	
Combined Sewer		Combined Manhole	
Abandoned Sewer		Abandoned Manhole	
Pressure Main		Other Manhole	
Private Asset (Colour denotes effluent type)		End Item	
Proposed Asset (Colour denotes effluent type)		S104 Boundary	

AREA OUTLINED RED IS AN APPROXIMATION OF THE SITE REQUESTED TO BE SEARCHED.

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Terms and Conditions

Definitions

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

Adverse Entry	a matter having a detrimental effect on the market value of the Property and which would or should have been disclosed in an Official Search had one been carried out in relation to the Property on the date of the Regulated Search but was not disclosed in the Regulated Search. and includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the compilation of the Regulated Search were incorrect as at the date of the Regulated Search due to the Appropriate Body's error or omission
Appropriate Body	means either the local authority or other public body responsible for maintaining the registers and information that are used to compile an Official Search
Business	means an Individual, company, or partnership acting in for purposes of their trade, business or profession
Charges	means the charges for the Services as shown when placing an Order
Customer	means a seller, buyer, potential buyer of the Property or lender or any other person with an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php
Consumer	means any person who places an Order who is not operating as a Business
Contract	has the meaning given in clause 1.1
Data Protection Laws	means any legislation relating to privacy and data protection and electronic communications as applicable in England and Wales
Insurance Product(s)	means any insurance product which We are able to supply to You
Insured	means a buyer and/or lender as the intended recipient of a Regulated Search
Intellectual Property Rights	means any copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media made available to You from time to time in respect of the Services
Official Search	means a report which is compiled and supplied by an Appropriate Body
Optional Services	means a transactional service available on the Ordering Platform whether provided by Us or as an integration with the website / platform of the Supplier
Order	means a request for Services made by You or on Your behalf in respect of a single Property or transaction
Ordering Platform	means Our ordering platform at http://www.indexlive.co.uk/
Privacy Notice	means, for a Business, the privacy notice (which includes a data processing notice) at https://indexpi.co.uk/legal-notices.html or for a Consumer means the consumer privacy notice at clause 7.4
Property	means an address or location relevant to the Services
Regulated Search(es);	means a (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a **Residential Regulated Water and Drainage Search**) or (ii) a water and drainage report relevant to a commercial property (known as a **Commercial Regulated Water and Drainage Search** or (iii)a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a **Regulated Local Authority Search**)
Report	means any report / search relating to a Property or transaction Ordered by You

Search Pack	a pre-determined combination of Regulated Searches and Supplier Products.
Services	means the supply of any of the services and Reports available on the Ordering Platform to You in accordance with your Order
Supplier	means any organisation or third party who provides Supplier Products
Supplier Product	means any Report, Optional Service, data or information or Service provided by a Supplier
SRIP	means search report insurance policy and further details are provided in clause 6.6
Supplier Terms	means, as relevant to an Order, the terms and conditions of Suppliers are incorporated in these Terms and which (i) are found within each sample report for a Supplier Product as shown on the Ordering Platform or, (ii) are required to be agreed by the Customer before ordering a Supplier Product or accessing an Optional Service provided by a Supplier or (iii) apply by law to an Official Search
Terms	means these terms and conditions of supply
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	Any one or all of Index Property Information Limited, Index Insure Limited or an Index franchisee as relevant to Your account with Us or Index Insure Limited as relevant to Insurance Products.
You and **Your**	means the Customer placing the Order or any Business acting on their behalf

Index Property Information Limited and Index Insure Limited are affiliate companies of the Dye & Durham Group.

Insurance Statements: Index Insure Limited and its subsidiaries are appointed representatives of Northcott Beaton Ltd with is authorised and regulated by the Financial Conduct Authority under registration number 306740.

1. Contract

1.1 The contract between us shall come into existence when We accept Your completed Order; acceptance being by either sending a written confirmation or providing the Services ("**Contract**").

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

1.3 Please read and check the Order before it is submitted as the risk of input or submission of information is with You and will not remove or limit any obligations to pay Charges. You accept responsibility for ensuring that the information provided Is sufficient and correct for Us to deliver the Service.

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

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

1.6 If You are a Consumer where statements and representations have been made by Our authorised agents contrary to the Provisions, please ensure You ask for such variations to be confirmed in writing.

2. Services

2.1 We shall use reasonable care and skill in providing the Services and in accordance with the Code (where applicable).

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

2.3 You may not transfer or sell Reports to another customer (transferee) without our prior written consent. We will, where We give such consent, use reasonable endeavours to transfer the benefit of Supplier Terms and SRIP to any transferee but the transferee is not a party to the Contract and we are not liable to the transferee for any other liability howsoever arising.

2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Supplier Products or Regulated Searches

solely for internal audit/review purposes.

2.5 In placing the Order (and subject clause 1.1 and 1.2) You hereby agree that We may take steps to perform the Services as soon as possible. See clause 5 for limited provisions relating to cancellation of the Contract.

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

2.7 Where You place an Order for an Optional Service provided by Us, it is Your responsibility to check the accuracy of any materials or advice provided by Us in respect of such Optional Service and we provide no warranty as to the accuracy of any such materials or advice and accept no liability in respect thereof.

3. Price and Payment

3.1 The Charges are expressed in pounds sterling and are inclusive of VAT. We reserve the right to express the Charges exclusive of VAT in an Invoice, but We shall show the VAT separately and include it in the total price.

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

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

3.4 Services will be charged at the Charge applicable at the date on which an Order is submitted.

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

3.6 Any discount, rebate or commission We agree with you must be confirmed in writing (and signed by both parties) but will not apply where Charges are outstanding. You are responsible for advising your Customer of this arrangement as required by the regulations of Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives i .

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

4. Cancellation of Services / Refunds

These provisions 4.1 to 4.3 apply to You as a Consumer

4.1 If You are a Consumer, you have a legal right under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to cancel the whole Contract. Your right to cancel the Contract starts on the date the Contract is formed (see clause 1.1) and ends after fourteen working days. If you cancel the Contract within this period, and the exceptions set out in clause 4.2 do not apply, then You will receive a full refund of Charges paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave Us notice of cancellation. You will not be liable for any further payment to Us in respect of the Contract.

4.2 This cancellation right does not apply where;

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

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

4.3 To cancel the Contract You must email askus@indexpi.co.uk without delay but You should be aware that clause 4.2 Is likely to apply.

Where You are a Consumer or Business

4.4 INSURANCE PRODUCTS: Insurance Product may be cancelled within 14 days of the Contract start date. Please see the policy for more information.

4.5 Following cancellation of the Contract (save for cancellation in accordance with clause 4.1) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with clause 3.

Where You are a Business.

4.6 Any refund, discount or commission We give Is at Our sole discretion.

4.7 Any request to cancel a Contract in whole or in part is subject to refusal at Our discretion. Any request for cancellation you make (and we accept) of a component of a Search Pack will not entitle You to a refund in respect of the cancelled component and You will remain liable for the full Charge of the Search Pack. This is because a Search Pack Charge is calculated using discounts and / volumes on the components when purchased in this way.

5. Warranties and liability limits

5.1 Save as expressly provided in this clause 5 We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.

5.2 We warrant We will provide the Services with reasonable care and skill and in accordance with the Code.

5.3 We do not warrant or guarantee that access to the Ordering Platform will be uninterrupted or error free of free of viruses or other harmful components. We are not liable to You or a Customer for any liability, howsoever arising, resulting from use of the Operating Platform, any website linked to or integrated with the Operating Platform or for inaccuracies or typographical errors of Information on the Operating Platform.

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

5.5 Subject to clause 5.4 We are not liable to You or a Customer;

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

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

5.5.3 in respect of any liability arising from supply of Supplier Products included in the Services save where arising from Our negligence.

5.5.4 in respect of any liability arising from the supply of an Official Search save where arising from to Our negligence.

5.6 With reference to clause 5.5.3 We will provide reasonable assistance in respect of a claim relating to data or Information provided by a Supplier but the provisions of the Supplier Terms shall prevail; With reference to clause 5.5.4 an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist claim made in this way.

5.7 Subject to Clause 5.4 and 5.5 where We are have caused an error in a Report and this is notify Us before contracts are exchanged on the relevant Property or We consider that You were aware of the error in the Report before such exchange the sole remedy, and the extent of Our liability, will be satisfied by provision of a replacement Report free of charge. and We shall have no further liability to You / the Customer even if the supply of the replacement Report may cause delay or abortive transaction or the contracts are exchanged prior to Our supply of the replacement Report.

5.8 Subject always to the above and the special limit set out in clause 5.9.1 Our liability to You / the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed, in aggregate £10 million per claim or series of related claims.

5.9 **Regulated Searches - Adverse Entries**. In respect of each Regulated Local Authority Search and Commercial Regulated Water and Drainage Search the Insured has the benefit of a SRIP which is appended to each report. The SRIP provides cover in respect of an Adverse Entry to the level; of (a) £2 million for a Regulated Local Authority Search and (b) £1 million for a Regulated Commercial Water and Drainage Search.

5.9.1 In respect of a Residential Regulated Water and Drainage Search Our liability to Customer in respect of an Adverse Entry, shall in no circumstances exceed £1 million.

5.10 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Supplier Terms or SRIP (as applicable) do not apply to the Services or as arising from any claim, allegations or proceedings brought against Us by a transferee contrary to clause 2.3.

5.11 We do not accept any liability to any third party except as set out in these Terms.

6. Intellectual Property Rights

6.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us 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.

6.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 6.

7. Data Protection

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

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

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

7.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us, where we assist with a claim against a Supplier

or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

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

8. General

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

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

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

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

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

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

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

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

8.9 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.

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

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Important Consumer Protection Information

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

The Code:

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

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

The Code's core principles - Firms which subscribe to the Search Code will:

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

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

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

TPOs Contact Details:
The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
E-mail: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

The Group complaints procedure is as follows:

If You want to make a complaint, We will:

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

Complaints should be sent to ukcomplaints@dyedurham.com.

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

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