index
PROPERTY INFORMATION

Regulated Local Authority Search

Property Address

30, Old London Road
Badgers Mount
Sevenoaks
TN14 7AE

Search Prepared for

BOWLING & CO SOLICITORS
62 Broadway
Stratford
London
E15 1NG

Search No: **3212669**

UPRN: **100062549265**

Client Reference: **084365-0002/AOU**

Plan Attached: **Yes**

Optional Enquiries: **No**

Local Authority: **Sevenoaks District Council**

Other Roads, Footpaths and Footways: **None**

Search Summary

Local Land Charges	1 Entry
Planning History	1 Entry
Building Regulations	6 Entries
Road Status	Adopted
Public Rights of Ways	None
Road/Rail/Traffic Schemes	1 Entry
Notices (Only revealed in Q3.7, 3.8 & 3.9)	No Entries
Community Infrastructure Levy	Yes

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

Index Property Information
London North East Office
Second Floor
72-74 Mare Street
London
E8 4RT

Tel: 0208 525 5629

Index Property Information
South East Office
Suite 142
80 Churchill Square
Kings Hill
West Malling
Kent
ME19 4YU

Tel: 02034576910

On behalf of Index Property Information

Signed:

Date: 16/08/2023

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

Local Land Charges Register of Entries

(excluding planning permissions recorded in the planning register of entries)

1 ASCA/05170
AD240266
THE COUNTY OF KENT (ADVERTISEMENTS, AREAS OF SPECIAL CONTROL) ORDER 1956 AS MODIFIED BY THE DISTRICT COUNCIL OF SEVENOAKS (AREA OF SPECIAL CONTROL OF ADVERTISEMENTS) ORDER 1993
ENTIRE SEVENOAKS DISTRICT EXCEPT FOR AREAS OF SWANLEY, FARNINGHAM, CHAUCER INDUSTRIAL ESTATE (KEMSING), SEVENOAKS, RIVERHEAD, DUNTON GREEN, WESTERHAM AND EDENBRIDGE
REGISTERED 20/05/1993

Planning Register of Entries

(The local authority makes planning information records readily available from 01/01/2000 only. The records have been searched back to that date.)

1 17/00146/HOUSE
DEMOLITION OF EXISTING GARAGE AND THE ERECTION OF A TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR EXTENSIONS
30 OLD LONDON ROAD, BADGERS MOUNT, SEVENOAKS, KENT, TN14 7AE
APPROVED WITH CONDITIONS 21/03/2017
REGISTERED IN THE LAND CHARGES REGISTER 21/03/2017

1.1 (J) Building Regulations Approval from 01/01/1995

1 18/00079/IN
TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR EXTENSIONS, INTERNAL ALTERATIONS INCLUDING REMOVAL OF LOAD BEARING WALL BETWEEN KITCHEN, AND DINING ROOM AND FORMATION OF 1ST FLOOR ENSUITE.
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 25/01/2019

1.1 (K) Building Regulations Completion Certificates from 01/01/1995

1 18/00079/IN
TWO-STOREY SIDE AND SINGLE-STOREY FRONT AND REAR EXTENSIONS, INTERNAL ALTERATIONS INCLUDING REMOVAL OF LOAD BEARING WALL BETWEEN KITCHEN, AND DINING ROOM AND FORMATION OF 1ST FLOOR ENSUITE.
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 25/01/2019
CERTIFICATE ISSUED 25/01/2019

1.1 (L) Competent Person Scheme from 01/01/1995

1 COMP/10/03638
INSTALLED A GAS BOILER
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 07/08/2010

2 COMP/11/02644
3 WINDOWS
30 OLD LONDON ROAD BADGERS MOUNT SEVENOAKS KENT TN14 7AE
COMPLETED 15/01/2011
CERTIFICATE ISSUED 16/05/2011

3 COMP/18/14642
FENSA
INSTALL REPLACEMENT WINDOWS IN A DWELLING, INSTALL REPLACEMENT DOORS IN A DWELLING
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 29/10/2018
CERTIFICATE ISSUED 11/12/2018

4 COMP/19/05433
INSTALL A HEATING SYSTEM
30 OLD LONDON ROAD BADGERS MOUNT KENT TN14 7AE
COMPLETED 31/10/2018

Other Details:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS SEARCH

Types of Landlord Licensing Scheme in operation in this Local Authority area;

Additional Licensing: NO
Selective Licensing: NO

1. Planning and Building Regulations

1.1 Planning and building decisions and pending applications Which of the following relating to the property have been granted, issued for refused or (where applicable) are the subject of pending applications or agreements?	
(a) a planning permission	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(b) a listed building consent	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(c) a conservation area consent	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(d) a certificate of lawfulness of existing use or development	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(e) a certificate of lawfulness of proposed use or development	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(f) a certificate of lawfulness of proposed works for listed buildings	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(g) a heritage partnership agreement	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(h) a listed building consent order	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(i) a local listed building consent order	PLEASE REFER TO LOCAL LAND CHARGES/PLANNING ENTRIES
(j) building regulation approval	PLEASE REFER TO BUILDING REGULATION ENTRIES
(k) a building regulation completion certificate	PLEASE REFER TO BUILDING REGULATION ENTRIES
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	PLEASE REFER TO BUILDING REGULATION ENTRIES THE LOCAL AUTHORITY WILL NOT NECESSARILY HAVE BEEN NOT NOTIFIED OF ANY ENTRIES AND AS SUCH WE WOULD RECOMMEND THAT FURTHER ENQUIRIES ARE MADE OF THE VENDOR.
How can copies of the decisions be obtained?	PLEASE CONTACT OUR OFFICE FOR GUIDANCE

N.B. *If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.*

1.2 Planning designations and proposals

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?	SEVENOAKS DISTRICT COUNCIL LOCAL PLAN ADOPTED FEBRUARY 2015 - DISTRICT BOUNDARY - SOURCE PROTECTION ZONE 3 - TOTAL CATCHMENT - ARCHAEOLOGICAL NOTIFICATION AREAS - AIRFIELD SAFEGUARDING ZONES - AREA OF SPECIAL CONTROL OF ADVERTS ABUTS: - METROPOLITAN GREEN BELT WITHIN 200M OF: - AREA OF OUTSTANDING NATURAL BEAUTY - ADMP ADOPTED ALLOCATIONS - RESIDENTIAL ALLOCATIONS - BIODIVERSITY OPPORTUNITY AREAS ENVIRONMENT AGENCY PLAN: FLOOD MAP FOR PLANNING (RIVERS AND SEA) - FLOOD ZONE 1 LAND AND PROPERTY IN FLOOD ZONE 1 HAVE A LOW PROBABILITY OF FLOODING

N.B. *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 or supplementary planning documents*

2. Roads and Public Rights of Way

2.1 Roadways, footways and footpaths Which of the roads, footways and footpaths named in the application for this search are:	
(a) highways maintainable at public expense	OLD LONDON 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.	NONE
(d) to be adopted by a local authority without reclaiming the cost from the frontagers.	NONE

N.B. *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*

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 or 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

N.B. *A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way the Local Authority is unaware of a claimed rights of way existing over the property. Additional public rights of way may exist other than those shown on the definitive map*

2.5 If so, please attach a plan showing the approximate route.	PLEASE REFER TO THE ATTACHED PLAN

3. Other Matters

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?	
3.1 Land required for public purposes Is the property included in land required for public purposes?	NO
3.2 Land to be acquired for road works Is the property included in land to be acquired for roadworks?	NO
3.3 Drainage matters (a) Is the property served by a sustainable urban drainage system (SuDS)?	AS SCHEDULE 3 OF THE FLOOD AND WATER MANAGEMENT ACT 2010 HAS NOT BEEN BROUGHT INTO FORCE, THE COUNCIL IS NOT REQUIRED TO KEEP ANY RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES. HOWEVER THERE MAY BE RELEVANT PLANNING PERMISSIONS AND ASSOCIATED LEGAL AGREEMENTS (S106) RELATED TO THE PROPERTY THAT CONTAIN SUCH INFORMATION. AS SCHEDULE 3 OF THE FLOOD AND WATER MANAGEMENT ACT 2010 HAS NOT BEEN BROUGHT INTO FORCE, THE COUNCIL IS NOT REQUIRED TO KEEP ANY RECORDS REGARDING SUSTAINABLE DRAINAGE SYSTEMS, MAINTENANCE RESPONSIBILITIES OR SURFACE WATER DRAINAGE CHARGES FOR ANY INDIVIDUAL PROPERTIES. HOWEVER, THERE MAY BE RELEVANT PLANNING PERMISSIONS AND ASSOCIATED LEGAL AGREEMENTS (S106) RELATED TO THE PROPERTY THAT CONTAIN SUCH INFORMATION.
(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	PLEASE REFER TO RESPONSE AS DETAILED ABOVE
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	PLEASE REFER TO RESPONSE AS DETAILED ABOVE
3.4 Nearby road schemes Is the property (or will it be) within 200 metres of any of the following? (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme	NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	NO
(c) the outer limits of construction works 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 construction of one or more additional traffic lanes.	NO
(d) the outer limits of (i) construction of a new road to be built by a local authority (ii) an approved alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway or (iii) construction of a roundabout (other than a mini- roundabout) or widening by the construction of one or more additional traffic lanes	NO
(e) the centre line of the proposed route of a new road under proposals published for public consultation	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 construction of one or more additional traffic lanes, under proposals published for public consultation	NO

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

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 with the Local Authority's boundary?	NO

3.6 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of 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	NO - OLD LONDON ROAD EXISTING CYCLE LANE
(l) bridge building	NO

N.B. *In some circumstances, road closure orders 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 within which the property is located. This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been or are currently being implemented will not be referred to in answer to this enquiry*

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 form?

(a) building works	NO
(b) environment	NO
(c) health and safety	NO
(d) housing	NO
(e) highways	NO
(f) public health	NO
(g) flood and coastal erosion risk management	NO

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

3.8 Contravention of building regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations? NO

N.B. *This information was correct when the registers were checked at the date of this search. We advise that this question is also asked of the Vendor.*

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

N.B. *Please be aware that when a planning permission is granted, conditions may be attached to the decision which limit or remove permitted development rights. Please make your own enquiries in this respect. National Park Authorities, Cadw and The Historic Buildings and Monuments Commission (English Heritage have the power to issue building preservation notices so where relevant an enquiry should be made to them.*

3.10 Community infrastructure levy (CIL)	
(a) Is there a CIL charging schedule?	YES - FOR MORE INFORMATION, PLEASE FOLLOW THIS LINK https://indexpi.co.uk/CIL/302
(b) If yes, do any of the following subsist in relation to the property or has a local authority decided to issue, serve or commence any of the following:	
(i) a liability notice?	NO
(ii) a notice of chargeable development?	NO
(iii) a demand notice?	NO
(iv) a default liability notice?	NO
(v) an assumption of liability notice?	NO
(vi) a commencement notice?	NO

(c) Has any demand notice been suspended?	NO
(d) Has the Local Authority received full or part payment of any CIL liability?	NO
(e) Has the Local Authority received any appeal against any of the above?	NO
(f) Has a decision been taken to apply for a liability order?	NO
(g) Has a liability order been granted?	NO
(h) Have any other enforcement measures been taken?	NO

3.11 Conservation area

Do the following apply in relation to the property?

(a) the making of the area a Conservation Area before 31 August 1974	NO
(b) an unimplemented resolution to designate the area a Conservation Area.	NO

3.12 Compulsory purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NO

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	NO
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry (ii) an entry	NO
(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	NO

N.B. *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 Public Health England or Public Health Wales?	PLEASE REFER TO ENVIRONMENTAL REPORT

N.B. *"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable}. Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency {HPA} website {www.hpa.org.uk/radiation/index.htm}. Alternatively, information can be requested from HPA by telephone {0800 614529 {24h} or 01235 822622 {D/T} or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon OX11 0RQ. A guide containing further information about Radon Affected Areas is available free from DEFRA.*

3.15 Assets of community value

(a) Has the property been nominated as an asset of community value?	NO
If so:	
(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

Information Sources:

SEVENOAKS DISTRICT COUNCIL, ARGYLE ROAD, SEVENOAKS, KENT, TN13 1HG
Tel: 01732 227456 - Web: https://indexpi.co.uk/_/6rRV

KENT COUNTY COUNCIL, COUNTY HALL, MAIDSTONE, KENT, ME14 1XQ
Tel: 03000 414141

Planning and Building Regulations

The answer(s) to Q1.1 (A) - (I) were obtained by examining public records

The answer(s) to Q1.1 (J) - (L) were obtained by examining public records

Planning Designations and Proposals

The answer(s) to Q1.2 were obtained by examining public records

Roads

The answer(s) to Q2 (A) - (D) were obtained by examining public records

The answer(s) to Q2.2 were obtained by examining public records

The answer(s) to Q2.3 were obtained by examining public records

The answer(s) to Q2.4 were obtained by examining public records

The answer(s) to Q2.5 were obtained by examining public records

Other Matters

The answer(s) to Q3.1 were obtained by examining public records

The answer(s) to Q3.2 were obtained by examining public records

The answer(s) to Q3.3 were obtained by examining public records

The answer(s) to Q3.4 were obtained by examining public records

The answer(s) to Q3.5 were obtained by examining public records

The answer(s) to Q3.6 were obtained by examining public records

The answer(s) to Q3.7 were obtained by examining public records

The answer(s) to Q3.8 were obtained by examining public records

The answer(s) to Q3.9 were obtained by examining public records

The answer(s) to Q3.10 were obtained by examining public records

The answer(s) to Q3.11 were obtained by examining public records

The answer(s) to Q3.12 were obtained by examining public records

The answer(s) to Q3.13 were obtained by examining public records

The answer(s) to Q3.14 were obtained by examining public records

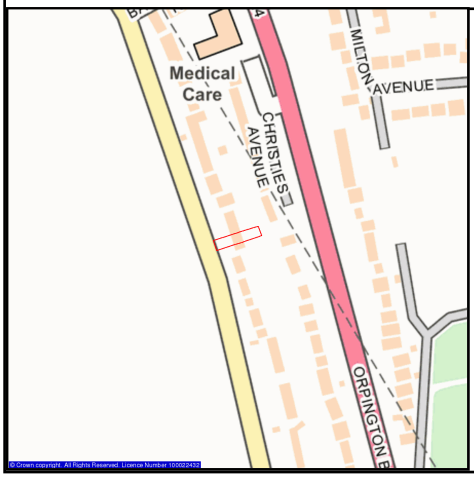
The answer(s) to Q3.15 were obtained by examining public records



Map Legend

Site Boundary

Map data



Search Address: Reference: 084365-0002/AOU
30, Old London Road,
Badgers Mount, Sevenoaks,
TN14 7AE

Grid Reference: 549490,162040

Date of Report: 09 August 2023

Reference: anza - 858595

Full Terms and Conditions can be found here:
http://www.landmarkinfo.co.uk/Terms/Show/534

Section 51 of the Building Act 1984 ("The Act")
The Building (Approved Inspectors etc) Regulations 2010

STROMA BUILDING CONTROL

Final Certificate v 2018.01

BC/70227

1	This certificate relates to the following work:- Description of work: Two storey side & single storey front and rear extensions, internal alterations including removal of load bearing wall between kitchen & dining room & formation of 1st floor ensuite Address: 30 Old London Road, Badgers Mount, Sevenoaks, Kent, TN14 7AE Use of Building: Residential
2	Stroma Building Control Ltd are the Approved Inspector and the work described above was whole of the work described in the initial notice given by Stroma Building Control Ltd and dated 11/01/2018.
3	The work does NOT concern a new dwelling.
4	~~No optional requirement in the Building Regulations 2010 applies to the work~~
5	~~One or more of the optional requirements in the Building Regulations 2010 applies, namely -~~
	a) ~~Regulation 36(2)(b) (optional water efficiency requirement of 110 liters per person per day)~~
	b) ~~Schedule 1 Part M optional requirement M4(2) (category 2 - accessible and adaptable dwellings)~~
	c) ~~Schedule 1 Part M optional requirement M4(3) (category 3 - wheelchair user dwellings)~~
6	The work described above has been completed and we, Stroma Building Control Ltd has performed the functions assigned to us by regulation 8 of the regulations.
7	Final certificates have now been issued in respect of all the work described in the Initial Notice referred to in paragraph 2 above.
8	Copies of the notice of approval and of a declaration of insurance relevant to the work described in this notice are on the register kept by the body designated under regulation 3 of the Regulations.
9	The work is minor work
10	Stroma Building Control Ltd declare that they have had no professional and financial interest in the work described above since giving the initial notice described in paragraph 2 above.
11	This certificate is evidence (but not conclusive evidence) that the requirements specified in the certificate have been complied with.
12	Any notifiable electrical works or works including gas appliances (boilers, cookers, gas fires etc) must be carried out by a member of a Competent Persons Scheme, (NICEIC, ELECSA, NAPIT, STROMA etc for electrical work and GAS SAFE for gas works). Electrical and Gas Works are specifically excluded from these works.

Teaselwood Barn, Lamberhurst Vineyard, FurnaceLane,
Lamberhurst, Tunbridge Wells, Kent TN3 8LA

01892 891 282 | tunbridgewells@stroma.com

Signed		Date:25/01/2019
	(on behalf of Stroma Building Control Ltd)	

Teaselwood Barn, Lamberhurst Vineyard, FurnaceLane,
Lamberhurst, Tunbridge Wells, Kent TN3 8LA

01892 891 282 | tunbridgewells@stroma.com

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.

REGULATED LOCAL SEARCH INDEMNITY BLOCK POLICY
LOCAL AUTHORITY ERRORS AND OMISSIONS

(RESIDENTIAL AND COMMERCIAL)

To the Policyholder/Intermediary
A copy of this document must be provided to the insured (including any lender which are insured by the Policy) before conclusion of the insurance contract.
If you are a solicitor, you should provide a copy of this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA or otherwise licensed (where applicable) to provide insurance mediation activities.
If you are a broker, you should disclose this document in accordance with the FCA/PRA rules.

To the Insured
This document provides a summary of the cover provided under the Policy purchased. It does not contain the full terms and conditions of the Policy and you should therefore read this summary in conjunction with the full Policy wording which is available upon request from Property and Land Information Ltd (INDEX) to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this Policy is:-Stewart Title Limited ('ST') of 6 Henrietta Street, 3rd Floor, Covent Garden, London WC2E 8PS ('ST's address').
The Policyholder is:-**Index Property Information, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS ('Index') (including all franchisees of Index)**

Summary of insurance and cover provided by this Policy.
If you are a Buyer (as defined by the Policy) who has requested or has been provided with a personal local search provided by INDEX ('the Search') or if you are a lender to the Buyer or are lending in a remortgage this is an indemnity policy relating to the Search.Cover applies where you suffer a loss covered by the policy and described later in this document because you have relied upon information given in a search carried out by Index but that information is actually incorrect due to an error or omission on the part of the Local Authority providing the information to Index AND you claim arises at a time when Index is no longer a trading entity and so has no Professional indemnity cover to cover your claim. For the avoidance of doubt you cannot make any claim under this policy whilst Index is a trading entity and/or holds any Professional Indemnity Insurance for its or the Local Authority's errors whether or not that insurance policy meets your claim or not
The losses covered by the policy are as follows:-If you are a Buyer cover is for the difference in market value of the Property with and without the adverse entry(this term is as defined in the policy) as at the date of the Search, or any damages or costs you incur in altering or demolishing the property or any part of it because of enforcement action or threat thereof by the local planning authority, and/or any other costs incurred to mitigate the effect of the adverse entry. If you are a Lender the cover is for the Deficit you suffer as a result of the adverse entry. The Maximum Liability is the lesser of the purchase price in the case of a purchase or the mortgage advance in the case of a remortgage scenario, or £2million.

Key features or benefits under this Policy. This is an indemnity insurance policy the purpose of which is to protect you so that you are reimbursed with the financial loss referred to herein which you incur. Subject to the terms and conditions of the Policy the cover seeks to put you back in the same position you were in prior to the claim. There is a Maximum Liability which we will pay and this is explained in the Policy.

Key Conditions and Exclusions.

Key conditions:-

- You must notify us immediately of any adverse entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by ST to mitigate any loss or potential loss arising as a result of the adverse entry.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- Any act or omission by you, which in whole or part induces a claim under this Policy, will prejudice your position and could void the Policy.
- You or your advisors should not take any steps to compromise or settle a claim without ST's prior written consent.
- It is a condition precedent to any liability on ST that the Insured and the Policyholder have observed the conditions and warranties of the Policy.

Key exclusions; you are not insured:-
- for any adverse entry known to you or your advisors at the date of cover or where you know the answer given is incorrect or
- For any losses covered by a household buildings insurance policy where, had the question been answered at the date of the search, there would have been no adverse entry.
- For any loss which is insured by any other policy of insurance whether or not that policy meets your claim
- For any claim made whilst Index is a trading entity

A full list of Conditions and Exclusions is contained in the Policy.
What is the Policy term?
There is no fixed term –the Policy continues until you are no longer the owner or when the mortgage is redeemed.

Updating the cover.ST can consider requests to increase or extend cover. ST will not however provide advice thereon or recommend how you should proceed. You will need to make your own decisions about how to proceed and we recommend that you seek advice from your advisor and/or the Policyholder.

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

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

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

The Financial Services Compensation Scheme (FSCS) We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.