

## Search report summary:

### Report compiled by:

Access Group Ltd (T/A Legal Bricks)  
Armstrong Building Oakwood Drive  
Loughborough University Science & Enterprise  
Park, Loughborough  
East Midlands, LE11 3QF

### Property Details:

Land at Hill Top Farm,  
Shap,  
Cumbria,  
CA10 3LF

### Search Overview:

Land Charges:	Revealed	●
Planning permissions (1.1a):	Revealed	●
Building regulations:	None revealed	●
Road adoption status:	Adopted	●
Nearby railway schemes:	None revealed	●
Community Infrastructure Levy:	None revealed	●
Radon:	Revealed	●


Your reference: 41282.004

Our reference: 715030

### Local Authority Details:

Eden District Council  
Now part of Westmorland and Furness Council  
Eden District Council  
Mansion House, Friargate Penrith  
Cumbria  
CA11 7YG

This is to certify that this search has been  
verified and checked by our **Quality Control  
Team**



23rd July 2025



## ENTRIES IN THE LOCAL LAND CHARGES REGISTER

## INFORMATION REVEALED

Part Three Planning Charges

[Revealed](#)

## PLANNING AND BUILDING REGULATIONS

## INFORMATION REVEALED

1.1 Planning and Building Decisions and Pending Applications

[Revealed: \(a\)](#)

1.2 Planning Designations and Proposals

[Revealed](#)

## ROADS AND PUBLIC RIGHTS OF WAY

## INFORMATION REVEALED

2.1 Which of the roads, footways and footpaths named in the application for this search area?

[Revealed: \(a\)](#)

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

[Revealed](#)

## OTHER MATTERS

## INFORMATION REVEALED

3.14 Radon gas

[Revealed](#)

## ENTRIES IN THE LOCAL LAND CHARGES REGISTER

<b>Part One:</b>	General Finance Charge	None revealed
<b>Part Two:</b>	Specific Finance Charge	None revealed
<b>Part Three:</b>	Planning Charge	<p>Record Number: 68395  Associated Reference: 05/0205  Description: Town And Country Planning Act 1990, Town And Country Planning (General Development Procedure) Order 1995  05/0205 - Erection of general purpose agricultural building - Approved with conditions - 09/05/2005  Originating Authority: Eden District Council  Registration Date: 07/06/2005</p> <p>Record Number: 19601  Associated Reference: 14311  Description: Westmorland County Council (Advertisements Area of Special Control) Order 1949  Originating Authority: Eden District Council  Registration Date: 16/07/1949</p>
<b>Part Four:</b>	Miscellaneous Charges	None revealed
<b>Part Five:</b>	Fenland Ways Maintenance Charge	None revealed
<b>Part Six:</b>	Land Compensation Charges	None revealed
<b>Part Seven:</b>	New Towns Charges	None revealed
<b>Part Eight:</b>	Civil Aviation Charges	None revealed
<b>Part Nine:</b>	Opencast Coal Charges	None revealed
<b>Part Ten:</b>	Listed Building Entries	None revealed
<b>Part Eleven:</b>	Light Obstruction Notices	None revealed
<b>Part Twelve:</b>	Drainage Scheme Charges	None revealed



## 1. PLANNING AND BUILDING REGULATIONS

### 1.1 Planning and Building Decisions and Pending Applications

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:

(a)	Planning Permissions	Please refer to Land Charges (Part Three).
(b)	Listed Building Consents	None revealed
(c)	Conservation Area Consents	None revealed
(d)	Certificate of Lawfulness of Existing Use or Development	None revealed
(e)	Certificate of Lawfulness of Proposed Use or Development	None revealed
(f)	Certificate of Lawfulness of Proposed Works for Listed Buildings	None revealed
(g)	Heritage Partnership Agreement	None revealed
(h)	Listed Building Consent Order	None revealed
(i)	Local Listed Building Consent Order	None revealed

(j)	Building Regulations Approvals	None revealed
(k)	Building Regulations Completion Form and...	None revealed
(l)	...any Building Regulations Certificate or notice issued in respect of work carried out under a competent persons self-certification scheme	None revealed

### Informative:

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

*If an approved Inspector's Initial Notice or Competent Persons Scheme is listed, we may not be able to confirm if copies are available, and we would recommend further enquiries are made with the Approved Inspector/body.*

*The planning cut off date for this council is 01/01/1989 and the building control cut off date is 01/01/2002 and we have searched back to those dates only.*

### How can copies of any of the above be obtained?

Eden District Council  
Now part of Westmorland and Furness Council  
Eden District Council  
Mansion House, Friargate Penrith  
Cumbria  
CA11 7YG

## 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?

Westmorland and Furness Consolidated  
Planning Policy Framework April 2023

Eden District Council Local Plan 2014 - 2032  
adopted 11 October 2018.

Lake District National Park Local Plan 2020 -  
2035 adopted May 2021.

Flood Zone 2

Flood Zone 3

## 2. ROADS AND PUBLIC RIGHTS OF WAY

### 2.1 Roadways, Footpaths and Footways:

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

(a)	Highways Maintained at Public Expense	A6 Junction Shap To Junction U3046 Settlement Is adopted.
(b)	Subject to Adoption and, Supported by a Bond or Bond Waiver	None revealed
(c)	To Be Made Up by a Local Authority who will Reclaim the Cost from the Frontagers	None revealed
(d)	To Be Made Up by a Local Authority Without Reclaiming the Cost from the Frontagers	None revealed

### Public Right of Ways:

2.2	Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	Footpath public right of way Number: 360024
2.3	Are there any pending applications to record a public right of way that abuts, or crosses the property on a definitive map?	None revealed
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?	None revealed
2.5	If so, please attach a plan showing the approximate route.	Please see 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?

#### 3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

None revealed

#### 3.2 Land to be acquired for Road Works

Is the property included in land acquired for road works?

None revealed

#### 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.

(b) Are there Suds features within the boundary of the property? If yes, is the owner responsible for maintenance?

None revealed

(c) If the property benefits from Suds for which there is a charge, who bills the property for the surface water drainage charge?

None revealed

### 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 specified in any order, draft order or scheme?	None revealed
(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	None revealed
(c) The outer limits of construction work for a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (excluding mini roundabouts); or, (ii) widening by construction of one or more additional traffic lanes	None revealed
(d) The outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (excluding mini roundabouts) or widening by construction of one or more additional traffic lanes	None revealed
(e) The centre line of the proposed route of a new road under proposals published for public consultation	None revealed
(f) The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (excluding mini roundabouts); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation	None revealed

### 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?	None revealed
(b)	Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	None revealed

### 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 & C and are within 200 metres of the boundaries of the property?**

(a)	Permanent stopping up or diversion <b>Note:</b> In some circumstances road closures can be obtained by third parties from magistrates courts or can be made by the Secretary for State for Transport without involving the council.	None revealed
(b)	Waiting or loading restrictions	None revealed
(c)	One way driving	None revealed
(d)	Prohibition of driving	None revealed
(e)	Pedestrianisation	None revealed
(f)	Vehicle width or weight restriction	None revealed
(g)	Traffic calming works including road humps	None revealed

(h)	Residents parking controls	None revealed
(i)	Minor road widening or improvement	None revealed
(j)	Pedestrian crossings	None revealed
(k)	Cycle tracks	None revealed
(l)	Bridge construction	None revealed

### 3.7 Outstanding Notices

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

(a)	Building works	None revealed
(b)	Environment	None revealed
(c)	Health and safety	None revealed
(d)	Housing	None revealed

(e) Highways	None revealed
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(f) Public health	None revealed
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(g) Flood and coastal erosion risk management	None revealed
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### 3.8 Contravention of Building Regulations

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Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	None revealed
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### 3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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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) Enforcement notice	None revealed
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(b) Stop notice	None revealed
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(c) Listed building enforcement notice	None revealed
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(d) Breach of condition notice	None revealed
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(e)	Planning contravention notice	None revealed
(f)	Another notice relating to breach of planning control	None revealed
(g)	Listed building repairs notice	None revealed
(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	None revealed
(i)	Building preservation notice	None revealed
(j)	Direction restricting permitted development	None revealed
(k)	An order revoking or modifying planning permission	None revealed
(l)	An order requiring discontinuance of use or alteration or removal or building or works	None revealed
(m)	Tree preservation order	None revealed
(n)	Proceedings to enforce a planning agreement or planning contribution	None revealed

### 3.10 Community Infrastructure Levy (CIL)

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)	Is there a CIL charging schedule?	None revealed
(b)	If yes, do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:	
(i)	A Liability Notice?	None revealed
(ii)	A notice of chargeable development?	None revealed
(iii)	A demand notice?	None revealed
(iv)	A default liability notice?	None revealed
(v)	An assumption of liability notice?	None revealed
(vi)	A commencement notice?	None revealed
(c)	Has any demand notice been suspended?	None revealed

(d)	Has the Local Authority received full or part payment of any CIL liability?	None revealed
(e)	Has the Local Authority received any appeal against any of the above?	None revealed
(f)	Has a decision been taken to apply for a liability order?	None revealed
(g)	Has a liability order been granted?	None revealed
(h)	Have any other enforcement measures been taken?	None revealed

### 3.11 Conservation Area

Do any of the following apply in relation to the property?

(a)	The making of the area a Conservation Area before 31 <sup>st</sup> August 1974	None revealed
(b)	An unimplemented resolution to designate the area a Conservation Area	None revealed

### 3.12 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None revealed
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### 3.13 Contaminated Land

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

(a) A contaminated land notice	None revealed
(b) In relation to a register maintained under Section 78R of the Environmental Protection Act 1990: (i) A decision to make an entry ; or, (ii) An entry; or,	None revealed
(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 the remediation notice?	None revealed

#### Informative:

*A negative reply to Q 3.13 does not imply that the property is free from contamination or risk of it. The reply may not disclose steps taken by another council in whose area adjacent, or adjoining land is situated.*

### 3.14 Radon Gas

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

Yes, the indicative radon level is greater than 1% - It is recommended that a property specific Radon Report should be purchased from [https://www.ukradon.org/services/address\\_search](https://www.ukradon.org/services/address_search)

#### Informative:

*The most radon-prone areas, designated as Affected Areas, are defined as those with a greater than 1% chance of a house having radon above the Action Level. For further information regarding Radon Gas please visit <http://www.ukradon.org/information/>*

### 3.15 Assets of Community Value

(a) Has the property been nominated as an asset of community value? If so:

(i) Is it listed as an asset of community value?

None revealed

(ii) Was it excluded and placed on the nominated but not listed' list?

None revealed

(iii) Has the listing expired?

None revealed

(iv) Is the Local Authority reviewing or proposing to review the listing?

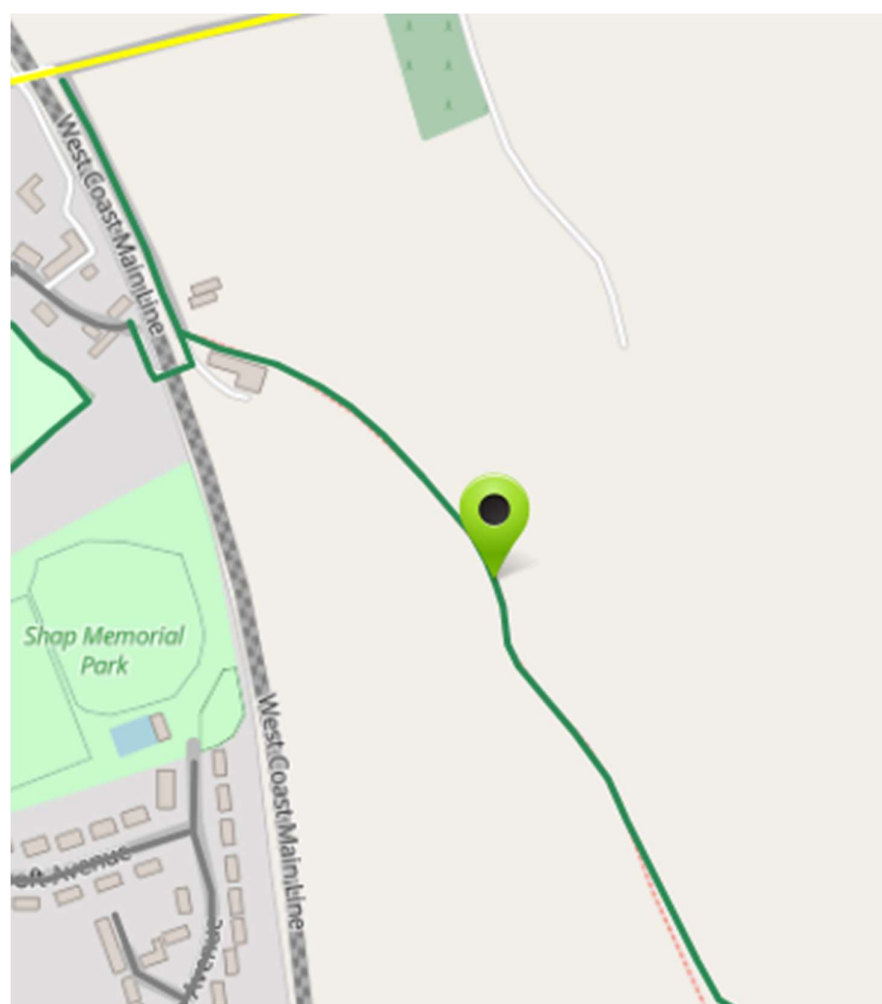
None revealed

(v) Are there any subsisting appeals against the listing?

None revealed

(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?	None revealed
(ii) Has the Local Authority received a notice of disposal?	None revealed
(iii) Has any community interest group requested to be treated as a bidder?	None revealed

## ADDITIONAL INFORMATION & ATTACHMENTS



 Footpath

## DATA SOURCES AND PREPARATION OF THIS SEARCH

To compile this document, we have searched the records of the Local Land Charges Register, Planning Register, Local or Unitary Development Plans, Register of Adopted Highways, Transport & Policies Program, Local and/or County Council websites. We have made verbal contact to a member of the Council, or Inspection of external Websites and third-party data.

Access Group Ltd (T/A Legal Bricks) as a company, have taken the decision to affect the standard reporting timeframe of the Local Authority with regards matters of Planning History. However, any available earlier entries that you may wish to access, will be available from our archive service upon request, at no additional cost.

We will always use the upmost care and skill to make sure the information revealed or sourced is copied and or prepared as accurately as possible. If for any reason we feel a cut-off date is required, it will be noted on the relevant section on the report.

Access Group Ltd (T/A Legal Bricks) Ltd is registered with the PCCB and will comply with the Search Code.

## STANDARD TERMS AND CONDITIONS

### 1. Definitions:

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

- |      |   |
|------|---|
| 1.1  | <i>"Business"</i> means an individual, company, partnership or other organisation who accesses the website and uses the Services in the course of their business, trade, or profession and not as a Consumer.   |
| 1.2  | <i>"Client(s)"</i> means the buyer, seller, lender or lessee (or potential seller, buyer, lender or lessee) in respect of the Property who is the intended recipient of the Report.   |
| 1.3  | <i>"Company"</i> means a company registered at Companies House in respect of which Access Group Ltd (T/A Legal Bricks) has been instructed to provide a service.  |
| 1.4  | <i>"Consumer"</i> means any recipient of the Services for personal use and excludes any Business recipient.   |
| 1.5  | <i>"Intellectual Property Rights"</i> means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.  |
| 1.6  | <i>"Literature"</i> means Access Group Ltd (T/A Legal Bricks) brochures, price lists and advertisements in any type of media, including the website content.  |
| 1.7  | <i>"Order"</i> means the request of Services by you.  |
| 1.8  | <i>"Property"</i> means an address or location for which Access Group Ltd (T/A Legal Bricks) is engaged to provide a service.   |
| 1.9  | <i>"Report"</i> means the reports prepared by Access Group Ltd (T/A Legal Bricks) in respect of the property or the Order.  |
| 1.10 | <i>"Service(s)"</i> means the supply of Services by Access Group Ltd (T/A Legal Bricks) to you, including but not limited to property searches, reports and photographs, company searches, trademarks, AML ID checks and domain name searches and other Services from time to time. This includes our instructions to a Supplier on your behalf and the dissemination of information subsequently provided by the Supplier. |
| 1.11 | <i>"Supplier"</i> means any organisation or third-party who provides data or information of any form to Access Group Ltd (T/A Legal Bricks) for the purposes of providing the Services.   |
| 1.12 | <i>"Terms"</i> means these Terms and conditions of business.  |
| 1.13 | <i>"VAT"</i> means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.  |
| 1.14 | <i>"Website"</i> means our website which is located at <a href="http://www.legalbricks.co.uk">www.legalbricks.co.uk</a>   |
| 1.15 | <i>"We", "Us", "Our"</i> and <i>"Access Group Ltd (T/A Legal Bricks)"</i> are references to Access Group Ltd (T/A Legal Bricks) Limited, a company incorporated in England and Wales with registered number 11074786 and whose registered office is Armstrong Building Oakwood Drive, Loughborough University Science & Enterprise Park, Loughborough, England, LE11 3QF  |
| 1.16 | <i>"You"</i> and <i>"Your"</i> are references to the individual, company, partnership or organisation who accesses the website or places an Order.  |

## 2. Agreement:

- 2.1 The Agreement between you and Access Group Ltd (T/A Legal Bricks) shall come into existence when we accept your completed Order by either sending you written confirmation or starting to provide you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected prior to work commencing.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier Terms and conditions (where Access Group Ltd (T/A Legal Bricks) is placing Orders for searches as your agent), shall govern the Agreement to the exclusion of all other Terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and you agree to be bound by these Terms when you place any Order.
- 2.4 These Terms together with the literature and Order comprise the whole Agreement relating to the supply of the Services to you by Access Group Ltd (T/A Legal Bricks).
- 2.5 If You are not a Consumer you acknowledge that you have not relied upon any representations save insofar, as the same have been expressly incorporated in these Terms and you agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If you are a Consumer then, while we accept responsibility for statements and representations made by our duly authorised agents, please ensure you ask for any variations from these Terms to be confirmed in writing.

## 3. Services:

- 3.1 Access Group Ltd (T/A Legal Bricks) shall use reasonable care and skill in providing the Services to you and shall use only established and trusted Suppliers where obtaining information or data from third parties in accordance with the Search Code.
- 3.2 To the best of our knowledge, neither the person who prepared this report, nor the person who carried out the search has any current or previous, or business relationship with any person involved in the sale of the property, being the subject of this report.
- 3.3 We reserve the right to make any changes to the Services described in our literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.4 Our Services are provided solely for your use, or the use of your Clients on whose behalf you have commissioned the Services, and shall not be used or relied upon by any other party, without our prior written consent.
- 3.5 You hereby agree that we will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the fourteen-working-day period set out in clause 5.3.

## 4. Price and Payment:

- 4.1 The price payable for the Services shall be in pounds sterling and inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from you within 30 days of the date of our invoice (or as otherwise contracted). We will invoice you following the provision of the Service(s) or as otherwise notified to you at the point of Order or as set out in the Literature.
- 4.3 Access Group Ltd (T/A Legal Bricks) reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If you fail to pay our invoice on or before the due date, we may charge you interest on the overdue payment at the prevailing statutory rate pursuant to the late payment of commercial debts (Interest) Act 1998 until the outstanding payment is made in full.

*This Term 5 only applies if you are a Consumer:*

- 4.5 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in term 5.3.
- 4.6 *This cancellation right does not apply:*
- 4.6.1 In the case of goods made to your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
- 4.6.2 Where we have started to work on the Services with your Agreement (given in Term 3.4).
- 4.7 As a Consumer, your right to cancel the Agreement starts on the date the Agreement is formed. You have 14 working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then you will receive a full refund of any price paid by you. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 4.8 To cancel the Agreement, you must contact us in writing by sending an email to [info@legalbricks.co.uk](mailto:info@legalbricks.co.uk).
- 4.9 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3). You will remain liable for any costs, expenses and disbursements incurred by us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

## 5. Termination:

- 5.1 *Access Group Ltd (T/A Legal Bricks) may suspend or terminate the Agreement with you without any liability to you with immediate effect, if at any time:*
- 5.1.1 You fail to make any payment due in accordance with Term 4;
- 5.1.2 if you repeatedly breach or commit, or cause to be committed a material breach of these Terms, or;
- 5.1.3 You commit a breach and you fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 5.2 If an Agreement is terminated under this term 6 and you have made an advance payment, we will refund you a reasonable proportion of the balance as determined exclusively by us having regard to the value of Services already provided to you.

## 6. Events Beyond Our Control:

- 6.1 We reserve the right without notice or liability to you, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services Ordered by you if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

## 7. Warranties and Limitation of Liability:

- 7.1 Subject to Term 9 and Term 10 (as applicable), we provide warranties and accept liability only to the extent stated in this Term 8.
- 7.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.

- 7.3 Unless otherwise indicated on the front page of the Report, we confirm that any individuals within our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
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- 7.4 In providing the Services, you acknowledge and accept that:
- 7.4.1 Our only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Search Code and to use all reasonable endeavours to provide the Services within the timescale set out in the literature.
- 7.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
- 7.4.3 We cannot warrant or guarantee that the website or any website linked to or from the website will be uninterrupted or error free or free of viruses or other harmful components and furthermore;
- 7.4.4 We also cannot warrant the performance of any linked internet service not operated by Access Group Ltd (T/A Legal Bricks). Accordingly we shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to computer equipment, software, data or other property resulting from access to, use of or browsing of the website; or as a result of downloading any material, data, text, images, video or audio from the Website.
- 7.4.5 Any Services other than our Services, which are advertised in the literature are for information only, and we are not responsible for any such Services which you may use as a result of our recommendation or otherwise. Any such third party Services may be subject to the Terms and conditions of the relevant third party service provider.
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- 7.5 In connection with the Report you undertake to make a reasonable inspection of any results set out therein to satisfy yourself that there are no defects or failures. In the event that there is a material defect you will notify us in writing of such defect as soon as possible after its discovery.
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- 7.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from Access Group Ltd (T/A Legal Bricks) as may reasonably be required) and only if such a claim cannot be made against the Supplier, will you make a claim against Access Group Ltd (T/A Legal Bricks).
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## 8. Our Liability:

*If you are a Business, this Term 9 only applies if you are contracting as a Business, not as a Consumer*

- 8.1 We only supply the Reports for use by you and your Clients, and you agree not to use the Reports for any re-sale purposes unless you have obtained our prior written consent.
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- 8.2 Nothing in these Terms limits or excludes our liability for:
- 8.2.1 Death or personal injury caused by our negligence.
- 8.2.2 Fraud or fraudulent misrepresentation.
- 8.2.3 Any loss or damage sustained as a direct consequence of our negligence.
- 8.2.4 Breach of the Terms implied by *Section 12 of the Sale of Goods Act 1979 (title and quiet possession)* or;
- 8.2.5 Defective products under the *Consumer Protection Act 1987*.
- 
- 8.3 Subject to Term 9.2, we will under no circumstances whatsoever be liable to you (or any other party entitled to rely on the Reports), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 8.3.1 Any loss of profits, sales, business or revenue;
- 8.3.2 Loss or corruption of data, information or software;
- 8.3.3 Loss of business opportunity;

8.3.4 Loss of anticipated savings;

8.3.5 Loss of goodwill; or

8.3.6 Any indirect or consequential loss.

8.4 Subject to Term 9.2 and Term 9.3, Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

8.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to these Reports, and we will not be responsible for ensuring that the Reports are suitable for your purposes.

## 9. Our Liability if you are a Consumer:

*This Term 10 only applies if you are a Consumer*

9.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement.

9.2 We only supply the reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 *We do not in any way exclude or limit liability for:*

9.3.1 Death or personal injury caused by our negligence;

9.3.2 Fraud or fraudulent misrepresentation;

9.3.3 Breach of the Terms implied by *Section 12 of the Sale of Goods Act 1979 (title and quiet possession)*;

9.3.4 Any breach of the Terms implied by *Sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples)*; and

9.3.5 Defective products under the *Consumer Protection Act 1987*.

9.4 We have obtained insurance cover in respect of our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and you are responsible for making your own arrangements for the insurance of any excess loss.

## 10. Intellectual Property Rights:

10.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Access Group Ltd (T/A Legal Bricks) 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.

10.2 You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of you including an Ordnance Survey plan within the Order.

## 11. Insurance:

11.1 Our insurers are Royal & Sun Alliance – *St Marks Court, Horsham, West Sussex, RH12 1XL*. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.

- 11.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports.
- 11.3 Our Regulated Local and Regulated Drainage Search products contain an additional Insurance which indemnifies each property on a specific basis, for up to £2m in any single claim.

## 12. Complaints:

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

## 13. General:

- 13.1 You shall not be entitled to assign the Agreement or any part of it without our prior written consent.
- 13.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect your rights under the Agreement.
- 13.3 The parties to these Terms do not intend that any term of our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 13.4 Failure or delay by us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of our rights under the Agreement.
- 13.5 Any waiver by us of any breach of, or any default under, any provision of the Agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Terms of the Agreement.
- 13.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 13.7 Unless otherwise stated in these Terms, all notices from You to Access Group Ltd (T/A Legal Bricks) or vice-versa must be in writing and sent to our registered address as stipulated in Term 1.15 (or as updated from time to time) or your address as stipulated in the Order.
- 13.8 Any personal information which you provide to us will be held in accordance with the Data Protection Act 1998 and other applicable regulations and only used in accordance with Our Privacy Policy (details of which are set out on Our Website).
- 13.9 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Access Group Ltd (T/A Legal Bricks) – Armstrong Building Oakwood Drive, Loughborough University Science & Enterprise Park, Loughborough, England, LE11 3QF- Tel: 0800 193 8010, Email: [info@legalbricks.co.uk](mailto:info@legalbricks.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### Complaints:

#### The Search Code:

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

**Please note:** 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

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  
Website: [www.tpos.co.uk](http://www.tpos.co.uk) / Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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

## ACCESS GROUP LTD (T/A LEGAL BRICKS)

*Access Group Ltd (T/A Legal Bricks) Ltd are registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.*

If you wish to make a complaint, we will:

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

*If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, Website [www.tpos.co.uk](http://www.tpos.co.uk), Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).*

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

### **Complaints should be sent to:**

Customer Services - Access Group Ltd (T/A Legal Bricks)  
Armstrong Building Oakwood Drive,  
Loughborough University Science & Enterprise Park,  
Loughborough,  
England,  
LE11 3QF  
Tel: 0800 193 8010  
Email: [info@legalbricks.co.uk](mailto:info@legalbricks.co.uk)