

REPORT DETAIL

CLIENT REFERENCE:	Sample 1
REPORT DATE:	30 July 2019
REPORT NUMBER:	0
VOUCHER CODE:	TC-LHC-YQA-CHM

TITLECHECKER® SEARCH

RESULT - PROPERTY DETAIL	CRITICAL	✖
RESULT - OWNERSHIP	ATTENTION REQUIRED	?
RESULT - USE	ATTENTION REQUIRED	?

TITLECHECKER® ANALYSIS OF TITLE DN100

PROPERTY DETAIL

Address	1 SAMPLE LANE, SAMPLETOWN, AA1 1AA	?
Proprietor	Richard Hurst, Elizabeth Anne Hurst	?
Tenure	Freehold	✓
Grade Of Title	Absolute	✓
Price Paid	The price stated to have been paid on 26/02/2019 was £197,000.	?
Length Of Ownership	0 years, 4 months, 18 days	✖
Date Of Registration		
New Lender	Unknown	

OWNERSHIP

Additional Leasehold Info	No entry on title	✓	Land Removed from Title	No entry on title	✓
Additional Property Info	No entry on title	✓	Multiple Titles	No entry on title	✓
Cautions	No entry on title	✓	Notices	No entry on title	✓
Chancel Repair Liability	No entry on title	✓	Restrictions	Attention required	?
Death of Proprietor	No entry on title	✓	Right to Buy	No entry on title	✓
Existing Charges	No entry on title	✓	Inhibitions	No entry on title	✓
Freehold Flat	No entry on title	✓	Term of Lease	No entry on title	✓
Home Rights	No entry on title	✓			

USE

Easements (Benefit)	Attention required	?	Provision or Other	No entry on title	✓
Easements (Burden)	No entry on title	✓	Rentcharges	No entry on title	✓
Enlargement of Lease	No entry on title	✓	Restrictive Covenants	Attention required	?
Flying Freehold	No entry on title	✓	Subject to Existing Leases	No entry on title	✓
Mineral Rights	No entry on title	✓	Third Party Interests	No entry on title	✓
Personal Covenants	Attention required	?			

REGIONAL RECOMMENDED SERVICES

RESULT	MINING AND SUBSIDENCE	?
Actions to consider	Please see the regional recommended services for a full breakdown	

CHANCELCHECK® SEARCH

RESULT	Unknown / Not requested at point of order	?
Actions to consider	As an overriding interest Chancel Repair Liability could affect this title. Further investigation may be instigated or carried out via a ChancelCheck®. ChancelSure® Insurance is available to cover this potential risk.	

For our Terms and Conditions please visit <https://www.cls.co.uk/Content/PDFs/Website/TermsConditions-B2B.pdf>

This service is only available to properties situated in England and Wales. The data used to compile the TitleChecker® is produced by the Land Registry and is a reflection of the information used to produce the Office Copy Entries for the property. It should be noted that CLS Property Insight Limited holds no responsibility for any errors and omissions contained within the data provided to them nor any misinterpretation thereof. This Summary and Report is produced as a guidance tool only and should not be construed as advice relating to the matters affecting this property. If in doubt it is suggested that you fully review the Office Copy Entries provided. This Summary and Report is issued subject to the CLS Terms and Conditions.

TitleChecker® is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where there is an error in the Land Registry Data.

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PROPERTY DETAIL - CRITICAL

Entry	Position	Details	CML Lender's Handbook - Unknown
Length of Ownership	B1	The Proprietor has owned this property for less than 6 months.	<p>Part 1: 5.1.1: Please report to us immediately if the owner or registered proprietor has been registered for less than six months.</p> <p>Part 2: 5.1.1: If different from 1.11, the contact point if the seller has owned the property for less than 6 months:Part 2 cannot be returned as the Lender has not been specified.</p>

PROPERTY DETAIL - ATTENTION REQUIRED

Entry	Position	Details	CML Lender's Handbook - Unknown
Address	A1	The address on the title, being 48 MOORLAND VIEW, NEWTON ABBOT, TQ12 4EP does not match the address provided 1 SAMPLE LANE, SAMPLETOWN, AA1 1AA.	<p>Part 1: 4.2: You must take reasonable steps to verify that there are no discrepancies between the description of the property as valued and the title and other documents which a reasonably competent conveyancer should obtain, and, if there are, you must tell us immediately.</p> <p>Part 1: 6.2.1: These must be clearly defined by reference to a suitable plan or description. They must also accord with the information given in the valuation report, if this is provided to you. You should check with the borrower that the plan or the description accords with the borrower's understanding of the extent of the property to be mortgaged to us. You must report to us (see part 2), if there are any discrepancies.</p> <p>Part 2: 6.2.1: If different from 1.11, contact if any discrepancies in property's description:Part 2 cannot be returned as the Lender has not been specified.</p>
Proprietor		The names of the registered proprietors stated on the title is/are Richard Hurst, Elizabeth Anne Hurst and does not match the names provided, which was/were MR ADAM SAMPLE.	<p>Part 1: 5.2.1: Please report to us immediately if the person selling to the borrower is not the owner or registered proprietor unless the seller is: a personal representative of the registered proprietor; or an institutional mortgagee exercising its power of sale; or a receiver, trustee-in-bankruptcy or liquidator; or a developer or builder selling a property acquired under a part-exchange scheme; or a Registered Housing Provider (Housing Association) exercising a power of sale.</p> <p>Part 2: 5.2.1: If different from 1.11, the contact point if the seller is not the owner or registered proprietor and is not listed in the exceptions above:Part 2 cannot be returned as the Lender has not been specified.</p>
Price Paid		The current Property Value is -100% more/less than the amount paid in the most recent transaction reported to Land Registry.	<p>Part 1: 5.16.3: If you are aware that the title to the property is subject to a deed of gift or a transaction at an apparent undervalue completed within five years of the proposed mortgage then you must be satisfied that we will acquire our interest in good faith and will be protected under the provisions of the Insolvency (No 2) Act 1994 against our security being set aside. If you are unable to give an unqualified certificate of title, you must arrange indemnity insurance (see section 9).</p> <p>Part 1: 5.16.4: You must also obtain clear bankruptcy searches against all parties to any deed of gift or transaction at an apparent undervalue.</p>

OWNERSHIP - ATTENTION REQUIRED

Entry	Position	Details	CML Lender's Handbook - Unknown
Restrictions	B3	Extract from title:	Part 1: 5.6.1: The title to the property must be good and marketable free of any restrictions, covenants, easements, charges or

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			encumbrances which, at the time of completion, might reasonably be expected to materially adversely affect the value of the property or its future marketability (but excluding any matters covered by indemnity insurance) and which may be accepted by us for mortgage purposes. Our requirements in respect of indemnity insurance are set out in section 9. If, based on your professional judgment, you are able to provide an unqualified certificate of title, we will not require indemnity insurance. You must also take reasonable steps to ensure that, on completion, the property will be vested in the borrower.
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USE - ATTENTION REQUIRED

Entry	Position	Details	CML Lender's Handbook - Unknown
Easements (Benefit)	A2	Extract from title:	<p>Part 1: 6.9.1: You must take all reasonable steps to check that the property has the benefit of all easements necessary for its full use and enjoyment. All such rights must be enforceable by the borrower and the borrower's successors in title. If they are not check part 2 for our requirements.</p> <p>Part 2: 6.9.1: If different from 1.11, contact point if necessary easements are absent:Part 2 cannot be returned as the Lender has not been specified.</p> <p>Part 1: 6.9.2: If the borrower owns adjoining land over which the borrower requires access to the property or in respect of which services are provided to the property, this land must also be mortgaged to us unless all relevant easements are granted in the title of the land to be mortgaged to us and those rights are and remain enforceable in accordance with section 6.9.1.</p> <p>Please view your recommended products for details regarding 'Absence of Easement Insurance'</p>
Personal Covenants	B4	Extract from title:	<p>Part 1: 5.6.1: The title to the property must be good and marketable free of any restrictions, covenants, easements, charges or encumbrances which, at the time of completion, might reasonably be expected to materially adversely affect the value of the property or its future marketability (but excluding any matters covered by indemnity insurance) and which may be accepted by us for mortgage purposes. Our requirements in respect of indemnity insurance are set out in section 9. If, based on your professional judgment, you are able to provide an unqualified certificate of title, we will not require indemnity insurance. You must also take reasonable steps to ensure that, on completion, the property will be vested in the borrower.</p>
Restrictive Covenants	C1	Extract from title:	<p>Part 1: 5.11.1: You must enquire whether the property has been built, altered or is currently used in breach of a restrictive covenant. We rely on you to check that the covenant is not enforceable. If you are unable to provide an unqualified certificate of title as a result of the risk of enforceability you must ensure (subject to paragraph 5.11.2) that indemnity insurance is in place at completion of our mortgage (see section 9).</p> <p>Part 1: 5.11.2: If there is evidence of a breach and, following reasonable enquiries, you are satisfied that the title is good and marketable; you can provide an unqualified certificate of title and</p>

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			the breach has continued for more than 20 years without challenge, then we will not insist on indemnity insurance.
			Please view your recommended products for details regarding 'Restrictive Covenant Insurance'

REGIONAL RECOMMENDED SERVICES - RESULTS

Entry	Description	
AQMA	Air Quality Management Area	✓
BALL CLAY MINING	Presence of (Ball and China) clay workings which could cause subsidence damage.	✓
BRINE EXTRACTION	Presence of disused brine extraction workings which could cause subsidence damage.	✓
CHESHIRE BRINE	This dataset covers an area in Cheshire and Greater Manchester that is liable to subside as a result of activities of the salt industry.	✓
COAL	Areas which may be affected by coal mining activity.	✓
FLOOD	Flood hazard may be from one or more of the following sources: surface water; rivers or sea; groundwater; historic flooding; or previous flood-related insurance claims.	✓
HIGH SPEED 2 RAIL	Area which may be affected by the High Speed 2 Rail link.	✓
LIMESTONE	Presence of disused underground limestone workings which could cause subsidence damage.	✓
MINING AND SUBSIDENCE	Areas that may be affected by mining or subsidence.	?
RENEWABLE POWER	Areas where requests for planning permission is sought for renewable energy sources.	✓
SOLAR FARMS	Areas that may be affected by solar energy exploration and production.	✓
TIN MINING	Presence of disused underground tin workings which could cause subsidence damage.	✓

RELEVANT LOCAL AUTHORITY - RESULTS (within 750m)

Authority Type	Name	
Local Authority	Maidstone Borough Council (Distance 0m)	✓
Local Authority	Medway Council (Distance 66m)	✓

RELEVANT WATER UTILITY PROVIDER - RESULTS

Authority Type	Name	
Water Utility	Southern Water	✓

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RECOMMENDED PRODUCT - Absence of Easement Insurance

Statements of Fact

Please ensure that you can comply with the Statements of Fact below:

- A. The Property is a single house or flat in England or Wales; and
- B. The house or flat has existed for the previous 12 months; and
- C. The seller has lived in the house and used the Access Way and/or the Services on a regular basis over the previous 12 months without objection or permission from anyone; and
- D. Neither the seller nor the buyer of the Property is aware of any dispute regarding the use of the Access Way and/or the Services; and
- E. Neither the seller nor the buyer of the Property is aware of any demands or payments having been made in respect of the use or maintenance of the Access Way and/or the Services; and
- F. The Access Way does not cross land registered as common land or a town or village green.

Where the Statements of Fact cannot be met, please contact our underwriting team by email express@clspropertyinsight.co.uk for a bespoke solution.

Premium Table (all premiums are inclusive of IPT)

Premiums stated below are for both residential and commercial properties.

To receive a 20% discount off the below Premiums, enter your TitleChecker Voucher Code at www.cls.co.uk.

Limit of Indemnity	Premium	Limit of Indemnity	Premium
Up to and including £75,000	£62.00	Up to and including £100,000	£70.00
Up to and including £125,000	£80.00	Up to and including £150,000	£88.00
Up to and including £175,000	£98.00	Up to and including £200,000	£108.00
Up to and including £250,000	£125.00	Up to and including £300,000	£145.00
Up to and including £350,000	£165.00	Up to and including £400,000	£172.00
Up to and including £450,000	£180.00	Up to and including £500,000	£188.00
Up to and including £550,000	£205.00	Up to and including £600,000	£230.00
Up to and including £650,000	£260.00	Up to and including £700,000	£285.00
Up to and including £750,000	£305.00	Up to and including £1,000,000	£385.00
Up to and including £1,250,000	£435.00	Up to and including £1,500,000	£485.00
Up to and including £1,750,000	£535.00	Up to and including £2,000,000	£585.00
Up to and including £2,250,000	£635.00	Up to and including £2,500,000	£700.00
Up to and including £2,270,000	£735.00	Up to and including £3,000,000	£770.00

How to Order

1. Visit www.cls.co.uk and Click 'Log In' or 'Register'
2. Click on 'Order', and select the Insurance Products you wish to order, and click 'Next'.
3. **Statements of Fact**
Confirm the 'Statement of Fact' for each product in your order, and click 'Next'.
If you can't comply, email our underwriters for a bespoke quotation at express@clspropertyinsight.co.uk.
4. **Case Details**
Enter your Client Reference and the Address for the property and click 'Next'.
5. **Property Details**
Enter the requested information for your order, and click 'Next'.
6. **Basket**
Confirm the products in your Basket, and click 'Proceed to Checkout'.
7. **Order Confirmation**
Please enter your TitleChecker® Voucher code to receive a 20% discount on your insurance product(s). Click 'Apply Voucher'. Check and confirm the details of your order, and click 'Confirm Order'.
8. **Order Completed**
Your products and invoice will be sent to you via email and a copy can be found in your Case File.

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RECOMMENDED PRODUCT - Restrictive Covenant Insurance

Statements of Fact

Please ensure that you can comply with the Statements of Fact below:

- A. The Property is a single house or flat in England or Wales; and
- B. The house or flat has existed unaltered for the previous 12 months; and
- C. Any restrictive covenant to be insured is more than 12 months old; and
- D. Neither the seller nor the buyer has communicated with any third party regarding a restrictive covenant; and
- E. Neither the seller nor the buyer is aware of any dispute, objection or attempt to enforce a restrictive covenant against the Property.

Where the Statements of Fact cannot be met, please contact our underwriting team by email express@clspropertyinsight.co.uk for a bespoke solution.

Premium Table (all premiums are inclusive of IPT)

Premiums stated below are for both residential and commercial properties.

To receive a 20% discount off the below Premiums, enter your TitleChecker Voucher Code at www.cls.co.uk.

Limit of Indemnity	Premium	Limit of Indemnity	Premium
Up to and including £75,000	£46.00	Up to and including £100,000	£52.00
Up to and including £125,000	£59.00	Up to and including £150,000	£65.00
Up to and including £175,000	£72.00	Up to and including £200,000	£79.00
Up to and including £250,000	£79.00	Up to and including £300,000	£79.00
Up to and including £350,000	£79.00	Up to and including £400,000	£88.00
Up to and including £450,000	£99.00	Up to and including £500,000	£110.00
Up to and including £550,000	£121.00	Up to and including £600,000	£132.00
Up to and including £650,000	£143.00	Up to and including £700,000	£154.00
Up to and including £750,000	£165.00	Up to and including £1,000,000	£220.00
Up to and including £1,250,000	£275.00	Up to and including £1,500,000	£330.00
Up to and including £1,750,000	£385.00	Up to and including £2,000,000	£440.00
Up to and including £2,250,000	£495.00	Up to and including £2,500,000	£550.00
Up to and including £2,750,000	£605.00	Up to and including £3,000,000	£660.00

How to Order

1. Visit www.cls.co.uk and Click 'Log In' or 'Register'
2. Click on 'Order', and select the Insurance Products you wish to order, and click 'Next'.
3. **Statements of Fact**
Confirm the 'Statement of Fact' for each product in your order, and click 'Next'.
If you can't comply, email our underwriters for a bespoke quotation at express@clspropertyinsight.co.uk.
4. **Case Details**
Enter your Client Reference and the Address for the property and click 'Next'.
5. **Property Details**
Enter the requested information for your order, and click 'Next'.
6. **Basket**
Confirm the products in your Basket, and click 'Proceed to Checkout'.
7. **Order Confirmation**
Please enter your TitleChecker® Voucher code to receive a 20% discount on your insurance product(s). Click 'Apply Voucher'. Check and confirm the details of your order, and click 'Confirm Order'.
8. **Order Completed**
Your products and invoice will be sent to you via email and a copy can be found in your Case File.

Official Land Registry

OC1

Here

SAMPLE

What is TitleChecker®?

TitleChecker® interrogates the Land Registry records contained in an OC1 and where an entry requiring lender consideration is identified, it provides the relevant CML Part 1 and Part 2 responses specific to the entry, assisting the conveyancer in identifying lender compliant solutions. The report is split into three sections:

- 1. PROPERTY DETAIL**
The basic elements of the Land Registry title, e.g. tenure or grade of title.
- 2. OWNERSHIP**
Identifies matters that may affect the proprietors legal and/or beneficial interest in the property, e.g. a caution or notice.
- 3. USE**
Relates to matters that may affect the proprietors intended use of the property, e.g. restrictive covenants or mineral rights.

TitleChecker® offers a summarised result for each of the above sections, itemised clearly at the top of the report. The overview analysis of each component is listed below. Where the report requires attention or is critical, a detailed analysis with solutions is provided.

Validated / No Entry On Title	✓	This aspect of the title complies with the CML Handbook Part 1 and Part 2 (where lender is identified) and/or there are no adverse matters on the title.
Attention Required	?	There may be a discrepancy between the instructed information compared to the title OR this element of the title is deemed adverse.
Critical	✖	There is an element of the title that fundamentally contravenes with the lending criteria of the proposed new lender.

Why TitleChecker®?

TitleChecker® offers the following benefits:

- **CML**
TitleChecker® assists the conveyancer in establishing the protocol for activity during a conveyancing transaction, if you are required to review the lenders files. TitleChecker® Reviews both Part 1 & Part 2 of the CML (where Lender is identified).
- **Audit Trail**
TitleChecker® provides clients with an audit trail, highlighting any areas that require further investigation with an amber or red flag (where no issues are identified, a green flag will be shown)
- **CQS**
The CQS has established a process to ensure that the seller's solicitor investigates and discloses any information regarding the property to their client.
- **A disbursement**
Where TitleChecker® is ordered with a ChancelCheck® it can be classed as a disbursement.
- **20% Discount on Title Insurance**
Where TitleChecker® identifies insurable risks; ConveySure® and ChancelSure® can provide market leading cover with a 20% discount on the suggested policy premium online
- **TitleChecker® Warranty**
TitleChecker® is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where there is an error in the Land Registry Data.

What is TitleChecker® Refresher?

TitleChecker® Refresher is a FREE service that CLS provides to enable you to update your TitleChecker® information to reflect changes in a lender or lending criteria. This enhancement is available for a year from the date that the TitleChecker® was purchased and can be refreshed by both the buyers' and the sellers' solicitor as many times as required. To order a **TitleChecker® Refresher** login to www.csl.co.uk

PCCB Guidance Note

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by CLS Property Insight Limited (CLS); 17 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4UA; 01732 753 910; info@clspropertyinsight.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 firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers, and mortgage lenders, who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the 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

Search providers which subscribe to the Code will:

1. display the Code logo prominently on their search reports
2. act with integrity and carry out work with due skill, care and diligence
3. at all times maintain adequate and appropriate insurance to protect consumers
4. conduct business in an honest, fair and professional manner
5. handle complaints speedily and fairly
6. ensure that products and services comply with industry registration rules and standards
7. 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
Telephone: 01722 333 306, **Fax:** 01722 332 296, **E-mail:** admin@tpos.co.uk, **Website:** www.tpos.co.uk
You can also get more information about the PCCB from www.propertycodes.org.uk
PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE.



CLS Complaint Resolution Procedure

What to do if you have a complaint:

If You have a complaint regarding CLS's Services or Products, please send the details to:
CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4UA.
Tel: 01732 753 910. **E-mail:** info@clspropertyinsight.co.uk.

Your complaint will be acknowledged within 5 working days of receipt and You should receive a written response within 20 working days. Where this is not possible, CLS will inform You of the reasons for this and give You an indication of when You should receive a response. If You have not received a response within 40 working days of the original receipt of the complaint, or You are not happy with the response given You may take one of the following actions:

- (a) if Your complaint relates to CLS's search Products,** You may refer Your complaint to The Property Ombudsman Scheme (TPO's), Milford House, 43-55 Milford Street, Salisbury, Wiltshire SPI 2BP;
- (b) if Your complaint relates to CLS's Insurance Products,** You may refer Your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR;

For details of the additional protection and benefits provided by commissioning a code compliant search product from an IPSA registered member please visit www.search-code.co.uk