

Date of Report: 14/08/2017

Your Reference: Sample

Order Number: DE DA DH DA0669

Our Reference: DEDA0669

Property: **Sample in Kingston, Surrey**

The chances of development being permitted in this location are:



SUMMARY

Does the subject property / land have development potential?	YES
Does the property/ land have potential as part of a larger development?	YES
Should further investigations be made regarding adjoining land?	YES
Should the property be considered for an alternative use?	NO

If the answer is 'yes' to any of the above questions it will be expanded upon further within this report.

Data Provider

The DevAssist product range of DevAssess, DevAssess Premium, DevCheck, DevProbate and DevCity are services provided by DevAssist. Reports are compiled by DevAssist Ltd. Registered with the Property Codes Compliance Board.

Search Details

This search is subject to DevAssist's standard terms and conditions which can be sent on request or viewed on our website www.devassist.co.uk.

DevAssist is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code, further details of which can be found at www.pccb.org.uk



KEY FINDINGS

It is our conclusion that the existing value as a C3 domestic dwelling is likely to be the optimum use and value of the subject property. There may however be some minor potential for a replacement dwelling dependant on the condition of the existing. The property also has the potential to control the access to future development land (site 1).

Please note: This report is a prediction of where development may take place, but it cannot be guaranteed what will or will not occur in the future.

Searches undertaken to compile this report:

1. Ordnance Survey desk top search to identify development opportunities
2. A desk top inspection of the aerial maps over the identified area
3. Birdseye rotational inspection of the surrounding area
4. Inspection of the Local Plan / LDF

The choices this report presents

This report seeks to establish the development potential of the searched property. You can use this information to decide whether to buy or sell the property, conscious of what value it may have in the future. Your property may sit within a conservation area and, as such, any development may not be favourably looked upon. It may sit next to green belt that is vulnerable to allocation for development. It may control the access to some land with tremendous hidden value. Perhaps the property could itself have an involvement in a development with great financial benefits. It may of course have none of the above in which case you have bought some peace of mind that you are not selling at under market value.

Please note that identified sites may not be developable because other landowners may not sell, or for any other reason that could make the development unviable. Some policies change more frequently than governments. All you can do is make an informed decision by assessing the risk and this report will help.

Finally, please note that we cannot identify single dwellings that are replaced with a more substantial dwelling than the existing. These one for one replacements are generally not economic. When there is a buyer with a special interest, however, the economics are sometimes not considered relevant. Equally, some properties may be converted into flats, which again is almost impossible to predict.

Planning is a subject where you can never say 'never'! There may always be situations when planning permission is considered acceptable.

Next Steps

You may wish to discuss the findings of this report with your legal adviser.

If you have any development or valuation questions arising from this report, or would like to investigate any aspect in greater depth, specialist advice is available on request. Detailed reports are also available on planning and neighbourhood information, valuation of development land, impact and risk. Contact DevAssist on 01342 890010 or email info@dev-assist.co.uk for further information including pricing.

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Legend

Do not scale



Search Property



Potential Development Sites

The chances of development being permitted in this location are:



Land Identified for Development

Site	Plot Size (acres)	Capacity (houses)	Capacity (Flats)	Development Potential
1	0.45	2	6	Low

The table above provides minimum density guidance only. Please note, densities can be greater or lower on some sites. City centre locations will demand higher densities. The above is designed to guide you in how many dwellings may be built on those identified sites that do not yet have planning history.

Current Zoning in Local Plan

The land is zoned within the settlement/urban area of London Borough of Kingston upon Thames. Development is presumed acceptable when within the settlement, subject to it conforming to development control policies and standards. It is also zoned as a conservation area, which creates a tighter layer of development control and makes development harder to gain consent upon. This may make development unattractive to a developer. Trees and listed buildings may also be a barrier to development proposals in such areas. The land is also zoned as a Special Landscape Area. This will limit the types of development that will be permitted.

Development Potential of the Property

The subject property is 0.25 of an acre (10890sqft). It is currently a 1.5 storey detached dwelling with two storey structures being the dominant type of property in this area. Sometimes such properties display potential for the development of two new build dwellings. This has been carefully considered. In our view any such application for development should be considered speculative and may be refused by the Local Planning Authority. The pattern of development in this location is for large wide fronted detached dwellings. A two for one development on this site would not match this existing pattern and is therefore likely to be refused.

We have also considered the replacement of the existing structure with a more substantial detached dwelling. Whilst this may be supported by the Local Planning Authority, the financial viability of such a proposal will be reduced.

We understand that the freehold of the access road to Fleur House and Pine View is owned by the subject property. This road may be able to provide access to the potential development land shown as site 1. Development of this site may require a number of owners to be willing to sell at the same time which is rarely successful. Whilst there can be no denying the potential for development exists it is generally accepted that land assemblies are unlikely to be developed as so many people are required to participate. If the subject property is to be disposed of we would advise the retention of the road.

The planning history of the subject property is attached for your consideration.

It is our conclusion that the existing value as a C3 domestic dwelling is likely to be the optimum use and value of the subject property. There may however be some minor potential for a replacement dwelling dependant on the condition of the existing. The

property also has the potential to control the access to future development land (site 1). This could create financial rewards to any owner.



Planning History

[09/14610/TPO - Tree Preservation Order](#)

Fell one Cedar (MAC.06.56 A.10).

Address: THE WALL COTTAGE, COOMBE HILL ROAD, KINGSTON UPON THAMES, KT2 7DY
[View location on map](#)
Ward: Coombe Hill
Date valid: 29/09/2009
Images: [View images](#)
Additional info: Within the Coombe Hill conservation area.
Decision: Grant Consent (Felling) 16/11/2009

[06/15166/TPO - Tree Preservation Order](#)

Reduce height of Yew Hedge, removal of dead wood from Cedar and crown lift Yew tree.

Address: THE WALL COTTAGE, COOMBE HILL ROAD, KINGSTON UPON THAMES, KT2 7DY
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Additional info: Within the Coombe Hill conservation area.
Decision: Grant Consent (Surgery Work) 21/03/2007

[24467 -](#)

Re-roofing of side extensions and new portico.

Address: THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Permit 05/06/1981

[12022 -](#)

Playgroup.

Address: THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Refuse 07/09/1973

[6352 -](#)

Details of roofing Plot F.

Address: PLOT F THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Approve details 19/03/1970

[5989 -](#)

Amended site layout.

Address: PLOT F THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Approve details 24/12/1969

[5605 -](#)

Details of house on Plot F.

Address: PLOT F THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Approve details 22/09/1969

[5290 -](#)

Erect four dwellings with integral garages.

Address: PLOT F THE WALL COTTAGE, Coombe Hill Road, Kingston Upon Thames, Surrey
[View location on map](#)
Ward: Coombe Hill
Date valid: Unknown
Images: [View images](#)
Decision: Details approved 30/06/1969



5251 -

Erect four dwellings with integral garages.

Address: PLOT F - THE WALL COTTAGE, Coombe Hill Road,
Kingston Upon Thames, Surrey
[View location on map](#)

Ward: Coombe Hill

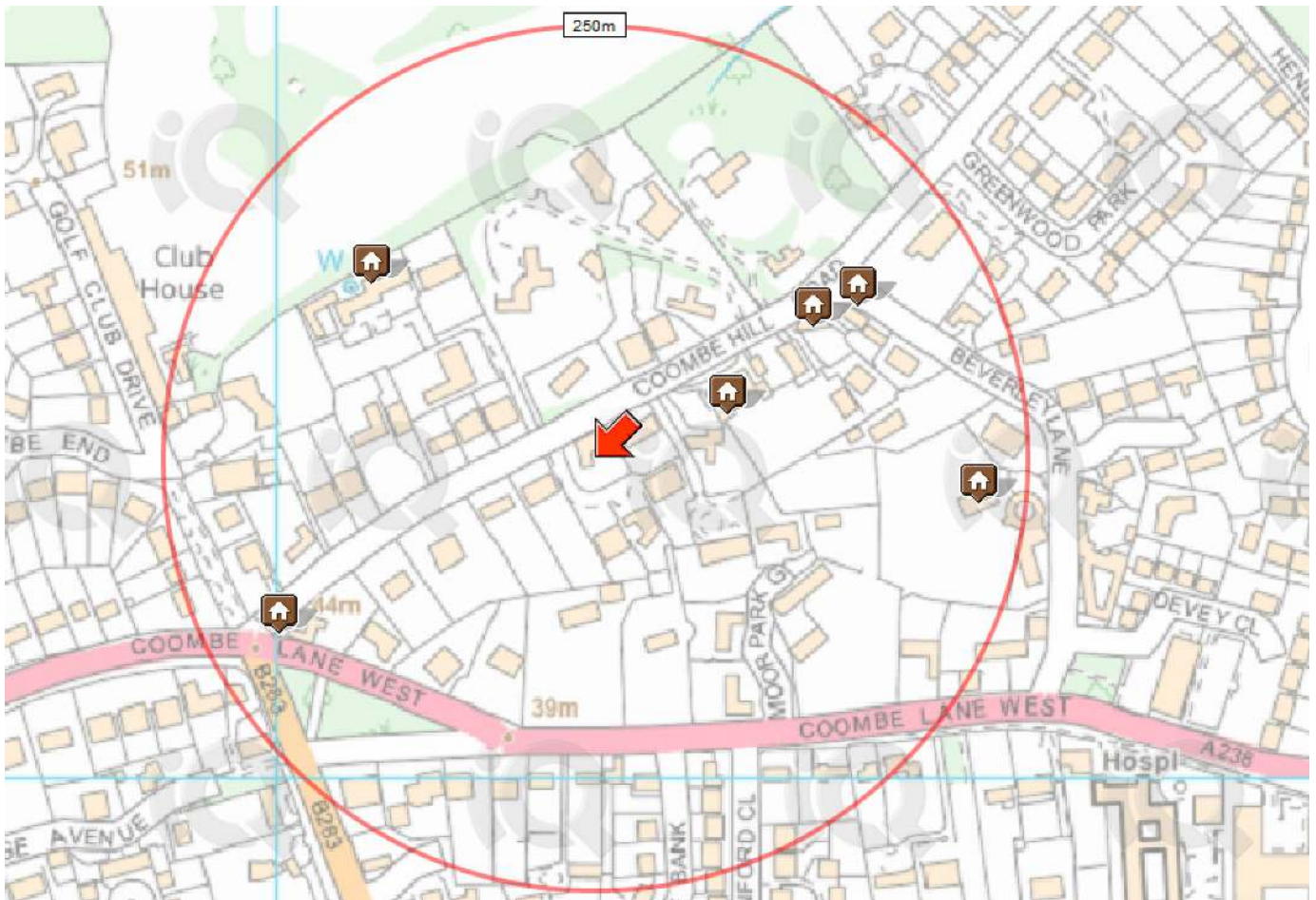
Date valid: Unknown

Images:

Decision: Conditional permission 04/06/1969



Listed Buildings





- ✓ Landmark Sites/Gateway Improvements (KTC)
- ✓ Neighbourhood Policy
- ✓ Major Developed Site
- ✓ New Public Space (KTC)
- ✓ Key Area of Change
- ✓ Proposal Sites (KTC)
- ✓ Gypsy and Traveller Site
- ✓ Strategic Site Allocation
- ✓ Waste Site
- + ✓ Retail & Town Centres
- + ✓ Industrial Areas
- ✓ Character & Heritage
- ✓ Key Views
- ✓ Conservation Areas
- ✓ Key Area of Conservation (K+20)
- ✓ Strategic Area of Special Character
- ✓ Area of Special Character (KTC)
- ✓ Local Area of Special Character
- ✓ Area of Archaeological Significance



What is DevProbate?

DevProbate is a unique report that contains information about the potential development opportunity that the property may display. It is of particular help in urban areas or where you want to know about hidden value that may exist within a property.

How is the professional opinion reached?

It is reached following an Ordnance Survey desk top search and by using land identification techniques and skills that developers use to identify development opportunities. DevProbate is produced by a team of residential property consultants who are all land buyers with extensive experience identifying where developers will want to prospect. They are trained in land assembly and the planning system, which gives them a tremendous insight into what can and can't be developed.

Is this just guesswork?

No. The consultants diagnose where the opportunity for development exists. Their experience in the house building industry and extensive knowledge of the planning system gives them the skills to assess what land developers will want to buy.

How accurate is this report?

Whilst every care has been taken in the formation of this report the accuracy of it must be taken in the spirit that it has been written. It is a prediction of where development may take place. We cannot guarantee what will or will not occur in the future. As planning policies and density standards change this may remove or create further areas of development that could not have been foreseen at the time this report was commissioned. It has been written in good faith to provide better information to buyers who would not otherwise understand the planning system or where development may take place. We cannot of course know which land owners will sell to developers, or if at all. This report is based on [our] professional opinion of development opportunities. Please note though that it is a prediction of where development may take place and does not, in any way, guarantee what will or will not occur in the future. Please refer to the 'Useful Information' section for details of other data sources used to produce this report.

Hasn't all the land been developed in urban areas?

No. This is a myth. On average 50-60% of housing land comes from windfall developments within existing urban areas. There are still huge areas of land yet to be developed and, due to a chronic housing shortage, the need to identify land for development is expected to increase further over the next few years. It is inevitable that urban areas will continue to shoulder the vast majority of that burden.

What will this report show that can't be found in a local authority search?

Apart from road and rail information, a local authority search is restricted to past planning and building regulation history of the property itself. DevProbate considers current and historic planning applications within the boundaries of the property. It is the only report that also identifies where future development may take place.

What will this report show that can't be found in a planning report?

Whilst a planning report considers current and historic planning information, DevProbate is the only report that considers the future, ie, identifies potential opportunities that a developer would also be looking for that do not yet have relevant planning history.

What will not be shown in the report?

The report will not identify large buildings that, due to their condition or scale, may be suitable for conversion or replaced with another structure that is made up of flats or split vertically. It will not identify one for one replacements, extensions or home improvements. The report does not forecast when developments will take place; it identifies where they might.

How likely is it that development will occur that wasn't identified in the report?

Planning policies do change. When this happens, some areas of development will be opened up that were not previously accessible. Generally this only happens over a 5 year period. As such, a DevProbate report is useful for the average stay in a property.

Why don't all planning applications appear on the map?

If there are several planning applications within close proximity of each other, the plan may show these as a single point of reference within a red polygon.

Are there any other benefits in obtaining a DevProbate Search?

Yes. It could indicate some hidden value in an intended purchase, although further advice may be required to provide a better understanding of any value that may exist in the property or any covenants it may benefit from.



This search has been produced by DevAssist Ltd of Crown House, High Street, East Grinstead, West Sussex, RH19 3AF tel: 01342 890010 email info@dev-assist.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.

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

Firms which subscribe to the Search Code will:

- Display the 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 all search services comply with the law, registration rules and standards.
- 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 (www.tpos.co.uk). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss 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
Email: admin@tpos.co.uk

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

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

DevAssist Complaints Procedure : DevAssist is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly. If you want to make a complaint, we will:

Acknowledge it within 5 working days of receipt. Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt. Keep you fully informed by telephone, letter or email, 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, E-mail: 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 at DevAssist Ltd, Crown House, High Street, East Grinstead, West Sussex, RH19 3AF. Telephone number: 01342 890010 E-mail address: info@dev-assist.co.uk



Terms and Conditions for DevAssist products.

1. Definitions

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

- 1.1 "Client" means the seller, buyer, potential buyer, owner or lender in respect of the Property who is the intended recipient of the Report notified in writing to us.
- 1.2 "Company" means a company registered at Companies House in respect of which DevAssist has been instructed to provide a Service.
- 1.3 "Intellectual Property Rights" 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.
- 1.4 "Literature" means DevAssist brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.5 "Order" means the request for Services by You.
- 1.6 "Property" means an address or location for which DevAssist provides a Service.
- 1.7 "Report" means the report prepared by DevAssist in respect of the Property.
- 1.8 "Service(s)" means the supply of services by DevAssist to You including but not limited to property searches, reports and photographs, and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
- 1.9 "Supplier" means any organisation or third party who provides data or information of any form to DevAssist for the purposes of providing the Services.
- 1.10 "Terms" means these terms and conditions of business.
- 1.11 "Website" means our websites located at www.dev-assist.co.uk
- 1.12 "We", "Us", "Our", DevCheck, DevAssess, DevHelp, DevAssist are references to DevAssist Ltd a company incorporated in England and Wales with registered number 07915521 England and whose registered office is situated at 73 Church Rd, Hove, East Sussex, BN3 2BB.
- 1.13 "You" and "Your" 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 DevAssist shall come into existence when DevAssist accepts your completed Order.
- 2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and DevAssist to the exclusion of all other terms and conditions.
- 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. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by DevAssist. 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.

3. Services

- 3.1 DevAssist 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. Where Suppliers require or provide their own conditions for use to which you are required to be a party you agree to enter into the relevant contract with the Supplier.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.
- 3.3 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 written consent.
- 3.4 In providing search reports and services DevAssist will comply with the Search Code
- 3.5 DevAssist assumes that the value of the property does not exceed £2 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £2 million

4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling as set out in the Literature. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to DevAssist.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.
- 4.3 DevAssist 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, DevAssist 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 payment is made in full.

5. Cancellation of Services

- 5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.

6. Termination

- 6.1 DevAssist may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
 - (i) You fail to make any payment due in accordance with Term 4;
 - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If the 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 by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services (as set out in a particular Order) 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. Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 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.
- 8.3 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.

8.4 In providing the Services you acknowledge and accept that:-

- (i) DevAssist's only obligation is to exercise reasonable care and skill in providing the Services.
- (ii) DevAssist shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by DevAssist.
- (iii) The Services do not include any information relating to the value or worth of the Property or the Company.
- (iv) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.
- (v) DevAssist 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 DevAssist cannot warrant the performance of any linked internet service not operated by DevAssist. Accordingly DevAssist shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your 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; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
- (vi) Time shall not be of the essence with respect to the provision of the Services.
- (vii) 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.

8.5 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 and acknowledge that DevAssist shall not be liable for any defect, failure or omission relating to the Services that is not notified to DevAssist within three months of the date of the issue becoming apparent and in any event within two years of the date of the Service.

8.6 We use only established and trusted data search providers as Suppliers but where information contained in the Services and/or the Report is obtained by us from these Suppliers DevAssist cannot control the accuracy or completeness of the information provided by the Suppliers, nor is it within the scope of AC's Services to check the information provided by its Suppliers. Accordingly, you hereby acknowledge and accept, notwithstanding any other legal remedy available to you in this Term 8 or otherwise, that DevAssist shall not be liable for any faults, errors, omissions or inaccuracies of whatever nature in the information contained in the Reports and/or Services which is due to or caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by DevAssist's negligence and including negligent or incorrect entry of data by DevAssist in the records searched, any negligence or incorrect interpretation by DevAssist of the records searched and any negligent or incorrect recording of that interpretation by DevAssist in the Report and/or Services provided by DevAssist.

8.7 Where our Suppliers may be in breach of their own terms of business with us and as a result of that breach the information contained in the Services or the Report is inaccurate or incomplete we undertake to use our reasonable endeavours to assist you with any complaint or claim you choose to bring against the Supplier in your capacity as the end-user of the service provided by the Supplier or as agent for the Client. This undertaking is strictly subject to the following conditions:-

- (i) Any such claim is of a material nature and arises solely and directly out of the inaccuracies, errors or omissions of the data provided by the Supplier.
- (ii) The terms and conditions of the Supplier provide for the course of action you have chosen to follow.
- (iii) You have used all reasonable endeavours to mitigate any loss or damage you have suffered as a result of the inaccuracies errors or omissions of the data provided by the Supplier.
- (iv) You agree to pay our reasonable costs if you require our input in this action beyond what we deem to be reasonable. In certain circumstances we may bring a claim against our Supplier on your behalf (and in consultation with you) provided you have given us full particulars of the claim and written confirmation that you authorise us to (i) decide what action if any to take; (ii) that we shall have exclusive control over, and conduct of, all claims and proceedings; (iii) that you shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings; and (iv) that you shall bear the cost of any proceedings on the basis that you shall be entitled to retain all sums recovered in any action for your own account.

8.8 In any event, and notwithstanding anything contained in these Terms, DevAssist's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events and, save as set out herein, all warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.

9. Intellectual Property Rights

- 9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either DevAssist 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.
- 9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
- 9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with DevAssist change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 9.4 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 Term 9.

10. General

- 10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.
- 10.2 We may assign the agreement or any part of it to any person, firm or company.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Unless otherwise stated in these Terms, all notices from You to DevAssist or vice versa must be in writing and sent to DevAssist's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.
- 10.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose 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 Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FSA 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 Northcott Beaton 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 3rd Floor, 6 Henrietta Street, London WC2E 8PS('ST's address'). The Policyholder is Northcott Beaton Limited ('NB') of 70 Fore Street Heavitree, Exeter, EX1 2RR

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 Devcheck Search ('the Search') or if you are a lender to the Buyer or are lending in a remortgage scenario this is an indemnity policy relating to the Search. In the event that information given in the Search is incorrect due to the negligence of or an error by DevAssist.

If you are a Buyer cover is for your loss being the difference in market value for the Property with the correct information as opposed to that with the information actually supplied in the Search

The Maximum Liability is the lesser of the purchase price or £1million in a purchase scenario or the mortgage advance or £1million in a remortgage scenario.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur which results in a claim under the policy and to ensure that you are placed back in the same position you enjoyed or should have enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately once any inaccuracy in the Search 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.
- This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
- 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 professional legal advisors should not take any steps to compromise or settle a claim without ST's prior written consent

Exclusions:-You are not insured:-

- a. In respect of any inaccuracy of which you or your legal representative had Knowledge as at the Effective Date and/or
- b. In respect of any information which is adverse to the value of the Property and which is actually revealed by the Devcheck Search and/or
- c. In respect of any entry in the Devcheck Report relating to any enhancement to the value of the Property by any development opportunity for the Property itself and/or
- d. Any information adverse to the value of the Property which becomes apparent after the Effective Date and /or
- e. Anything adverse to the value of the Property not covered by the Devcheck Search for example development to large buildings suitable for conversion or replaced with another structure that is made up of flats or split vertically, one for one replacements, extensions or home improvements.
- f. Any error or omission by any organisation or third party which provides information or data of any form to Devassist for the purpose of the compilation of the Devcheck Report and/or
- g. Where the cover is in respect of a remortgage the cover provided by this policy will apply for to the lender only.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

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 choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder.

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract 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 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.