

This search has been produced by DevAssist (DevAssist is the trading name for Amicus Europe Ltd.)

Crown House, High Street, East Grinstead, West Sussex, RH19 3AF.

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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 (TPOs). 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 Internal Complaints Procedure

DevAssist has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint about your search report, please contact us at:

Crown House, tel 01342 890010

High Street,

East Grinstead,

West Sussex,

RH19 3AF info@dev-assist.co.uk

We will:

- 1. acknowledge your complaint within 5 working days of receipt;**
- 2. try and resolve your complaint fully within 20 working days of receipt. If there are valid reasons why it may take longer to consider your complaint, we will keep you fully informed in writing (or via telephone or email if you prefer) and provide a response within a maximum of 40 working days;**
- 3. liaise with counselling organisations acting on your behalf, if you ask us to;**
- 4. send you a final response about the complaint in writing.**

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs). We will co-operate with TPOs whilst it investigates any complaint and comply with any decision it makes.

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.

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.

INFORMATION ACCURACY INDEMNITY BLOCK POLICY (DEVASSIST SEARCH –RESIDENTIAL)

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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.