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Telephone: 01483 715355  
Client Ref: SAMPLE

Property:  
159 Cholmley Gardens, LONDON, NW6 1AD

Name and Address of Data Source:  
National Archives  
Kew, Richmond, Surrey, TW9 4DU

Search Reference:  
SAMPLE

Date of Search:  
17/12/2012



This search is subject to STL's standard terms and conditions and the terms and conditions of the supplier (if applicable). Full details of terms and conditions can be viewed at [www.stlgroup.co.uk](http://www.stlgroup.co.uk) or sent on request. The search complies with the requirements of the Search Code, further details of which can be found at [www.pccb.org.uk](http://www.pccb.org.uk).

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CHANCEL REPAIR SEARCH

Your Ref: SAMPLE

Our Ref: SAMPLE

Thorogood & Co

17 December 2012

Dear Sirs,

RE: 159 Cholmley Gardens, LONDON, NW6 1AD

Further to your request for a Chancel Repair Search on the property above, we have searched the Parish of St. John Hampstead.

The Parish is not listed in the Record of Ascertainments;

**We can therefore confirm there is no liability in respect of this risk for this property as detailed within the Records of Ascertainment held at the National Archive.**

Yours faithfully

STL Group PLC

SAMPLE

# Chancel Repair Searches Frequently Asked Questions

## What is a Chancel?

This is the area around the church altar where the rector (parish priest) officiates. It is often separated from the nave (where the congregation sits) by steps, railings or a screen. The chancel generally constitutes less than 20% of the footprint of the church.

## What is Chancel Repair Liability?

This is an historical liability requiring the owners of land which formerly had tithe responsibilities given by the local church, to continue to pay for or contribute towards the cost of any repairs to the chancel. This ancient interest benefits some 5,200 pre-Reformation churches and could affect up to 500,000 properties in England and Wales.

## What if there is no mention of Chancel Liability on the Title Deeds?

Under the Land Registration Act 1925, chancel repair liability became an “overriding interest” on property. This means that the liability does not need to be registered on Title Deeds or with the Land Registry, but is still legal and enforceable. In other words, you may have a liability without knowing it!

In 2007 a landmark legal case was finalised at the House of Lords and as a result, the owners of a property subject to chancel repair liability were ordered to pay nearly £189,000 to their local parish church for repairs. They also had to pay several hundreds of thousands of pounds in legal fees.

## Is the law going to change?

Recognising the need for the law to be clarified, on 13 October 2003 the Government made a Transitional Provisions Order that preserves the status of chancel repair liability within the land registration system for a period of 10 years. This took effect when the Land Registration Act 2002 came into force on 13 October 2003. After 12 October 2013, the liability will only bind new owners of registered land if it is protected by an entry in the land register.

In the meantime, the primary way to determine whether a property is likely to be liable is for a Personal Chancel Liability search to be carried out at the National Archives in Kew. Enquirers are however strongly recommended to check the deeds, the Land Registry and current landowners for any other relevant information.

## What is a Parish in the context of Chancel Repair Searches?

This is the ecclesiastical parish which existed at the time of the Tithe Act 1836 and not necessarily the modern day district around a church. It may range some distance from the church and its name may or may not be the same as the tithe district in which it is located.

## How is a personal chancel liability search carried out?

When a personal search is carried out to determine chancel repair liability a check is made in a document called the Record of Ascertainments. However this document does not record some situations where liability can still exist, notably:

- Where all the tithes in a parish were converted into corn rents
- Where some tithes in part of a parish were converted into corn rents
- Where under an Enclosure Act lands were allotted in lieu of tithes

## What are the Records of Ascertainment?

Following the Tithe Act 1936 tithe rent charges were rationalised and the Records of Ascertainment are the official documents which list those parishes and plots of land where chancel repair liability continues to exist. A search in the Records of Ascertainment will help to identify the likelihood of liability in respect of a given property, as well as the proportion of the total cost to be paid in respect of each liable property. The actual amount to be paid cannot be known until repairs are carried out and their cost established.

## What is a Tithe?

The tithe was an annual payment of an agreed proportion (originally one-tenth) of the yearly produce of the land which was payable by parishioners to the parish church, to support it and its clergyman. Originally tithes were paid 'in kind' (wool, milk, honey, fish, barley, etc).

## What are Enclosure Awards?

Enclosure Awards arose between the sixteenth and nineteenth centuries when open land and fields were enclosed and divided up ready for development. From the early eighteenth century this was affected under the powers conferred by an act of parliament stating which parcels of land should be allotted to whom. If a rector had received tithes from such land that was to be enclosed, he could give up such right in return for allotments of this land. These then became part of the rectorial property and the owners of such land became liable for the repair of the chancel. Such rectorial land was and is not necessarily situated in close proximity to a church building.

## What are Corn Rents?

Corn Rents are defined as money payments in lieu of tithes created at the beginning of Charles II reign usually during the enclosure of common lands. When such corn rents were allotted to rectors in lieu of tithes (rather than being payable to them out of land to be enclosed) the recipients became liable for Chancel Repairs.

## What is a Special Award?

Where agreement as to liability could not be reached between the tithe owners and land owners in a parish, the tithes were commuted under a Special Award into rent charges and not actually apportioned. However, in some cases, a liability did continue and the land involved was identified by acreage and the name of the owner at that time only, and not by plot numbers. This makes present day identification of liable land extremely difficult in such parishes.

## What should I do if Chancel Repair Liability is confirmed for the property?

You may wish to consider insurance as an option however insurers may require confirmation that no enquiries of the church have been made regarding chancel repair liability.

The Land Registry Practice Guide 15 (December 2005) advises that the result will have to be registered as an overriding interest and the documentary evidence disclosed. This in essence puts the church on notice.

*Reference:*

*'Chancel Repair Liability: How to Research It'; James Derriman, Barry Rose Law Publishers Limited 2005*

E&OE

# Important Consumer Protection Information



This search has been produced by STL Group plc (STL), Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE (tel: 01483 715355, fax: 01483 221854, email: [info@stlgroup.co.uk](mailto:info@stlgroup.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 UK
- 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](mailto:admin@tpos.co.uk)

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

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

# STL Internal Complaints Procedure

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STL 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:

STL Group plc  
Edbrooke House  
St Johns Road  
Woking  
Surrey GU21 7SE

Tel: 01483 715355  
Fax: 01483 221854  
Email: [info@stlgroup.co.uk](mailto:info@stlgroup.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. also liaise, at your request, with anyone acting formally on your behalf;
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.

## 1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report notified in writing to Us.
  - 1.2 "Code" means the Code of Practice for Search Compilers and Retailers as updated from time to time.
  - 1.3 "Company" means a company registered at Companies House in respect of which STL has been instructed to provide a Service.
  - 1.4 "Consumer" means any person acting for purposes other than their trade, business or profession.
  - 1.5 "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.
  - 1.6 "Literature" means STL's brochures, price lists and advertisements in any type of media, including the content of the Website.
  - 1.7 "Order" means the request for Services by You.
  - 1.8 "Property" means an address or location for which STL provides a Service.
  - 1.9 "Report" means the report prepared by STL in respect of the Property or the Order.
  - 1.10 "Service(s)" means the supply of services by STL to You including but not limited to property searches, reports and photographs, company searches, trade marks and domain name searches 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.
  - 1.11 "Supplier" means any organisation or third party who provides data or information of any form to STL for the purposes of providing the Services.
  - 1.12 "Terms" means these terms and conditions of business.
  - 1.13 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
  - 1.14 "Website" means our website located at [www.stlgroup.co.uk](http://www.stlgroup.co.uk)
  - 1.15 "We", "Us", "Our" and "STL" are references to STL Group plc a company incorporated in England and Wales with registered number 01171409 and whose registered office is situated at Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE. VAT number GB677241712.
  - 1.16 "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 STL shall come into existence when STL accepts your completed Order by sending you [written confirmation] ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where STL is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by STL.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

## 3. Services

- 3.1 STL shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 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 any non-material changes which we reasonably 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 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

## 4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature/Order.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 STL 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, STL 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 are a Consumer, you have a legal right to cancel the Agreement under the Consumer Protection (Distance Selling) Regulations 2000, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
  - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
  - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have seven working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to [info@stlgroup.co.uk](mailto:info@stlgroup.co.uk)
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

## 6. Termination

- 6.1 STL may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - 6.1.1 You fail to make any payment due in accordance with Term 0;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined 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 (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

## 8. 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:-
  - 8.4.1 STL's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
  - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.

- 8.4.3 STL 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 STL cannot warrant the performance of any linked internet service not operated by STL. Accordingly STL 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.
- 8.4.4 The Services shall be provided within the timescales set out in the [Literature/Written Confirmation].
- 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
- 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.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from STL as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against STL.
- 9 Our Liability if you are a Business**  
**This clause only applies if you are not contracting as a Consumer**
- 9.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes unless You have obtained Our prior written consent.
- 9.2 Nothing in these Terms limits or excludes Our liability for:
- 9.2.1 Death or personal injury caused by Our negligence;
- 9.2.2 Fraud or fraudulent misrepresentation;
- 9.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 9.2.4 Defective products under the Consumer Protection Act 1987.
- 9.3 Subject to Term 9.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 9.3.1 Any loss of profits, sales, business or revenue;
- 9.3.2 Loss or corruption of data, information or software;
- 9.3.3 Loss of business opportunity;
- 9.3.4 Loss of anticipated savings;
- 9.3.5 Loss of goodwill; or
- 9.3.6 Any indirect or consequential loss.
- 9.4 Subject to Term 9.2 and Term 9.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £8 million.
- 9.5 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Reports. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Reports are suitable for Your purposes.
- 10 Our liability if you are a Consumer**  
**This Term only applies if you are a Consumer.**
- 10.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement.
- 10.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We do not in any way exclude or limit Our liability for:
- 10.3.1 Death or personal injury caused by Our negligence;
- 10.3.2 Fraud and fraudulent misrepresentation;
- 10.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 10.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 10.3.5 Defective products under the Consumer Protection Act 1987.
- 10.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £8 million per claim. Our liability is therefore limited to £8 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.
- 11 Intellectual Property Rights**
- 11.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either STL 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.
- 11.2 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 STL change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 11.3 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 o.
- 11.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.
- 12 Insurance**
- Our insurers are Royal Sun Alliance of St Marks Court, Chart Way, Horsham, West Sussex, RH12 1XL and the level of cover provided by them for our Professional Indemnity Insurance is £8 million.
- 13 Complaints**
- Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 14 General**
- 14.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 14.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Unless otherwise stated in these Terms, all notices from You to STL or vice versa must be in writing and sent to STL's registered office address as stipulated in Term 1.15 (or as updated from time to time) or Your address as stipulated in the Order.
- 14.8 In providing the Services and Reports We will comply with the Code.
- 14.9 Any personal information which you provide to us will be held in accordance with the Data Protection Act 1998 and other applicable regulations and only used in accordance with Our Privacy Policy (details of which are set out on Our Website).
- 14.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.