

CON29DW

Drainage and Water Enquiry

**Responses as required by the
Home Information Pack (No2) Regulations 2007.**

**Customer:
Safe-Move**

**Property:
5a Thornhill Street, Calverley, Pudsey, West Yorkshire, LS28 5PD**

**Prepared by:
Safe-Move
P.O.Box 99
Bradford
West Yorkshire
BD3 7YB**

Telephone 0800 1 385 385

Facsimile 01274 804086

E-mail safemove@yorkshirewater.com

DX 723020 Bradford 20

Question 1 - Interpretation

Appendix 1 of this report contains definitions of terms and expressions identified in Part 2 of Schedule 8 of Statutory Instrument 2007 No 1667.

Question 2 - Enquiries and Responses

This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records held by Yorkshire Water Services Ltd., Western House, Halifax Road, Bradford BD6 2SZ were searched by Cathryn Featherstone of Yorkshire Water who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Cathryn Featherstone of Yorkshire Water who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

The person liable in each of the following events is Yorkshire Water Services Ltd

- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched; and
- (iii) any negligent or incorrect recording of that interpretation in the search report;

Safe-Move Complaints Procedure.

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move
PO Box 99
Bradford
BD3 7YB

free phone 0800 1 385 385
e mail: safe-move@yorkshirewater.com

If you call us, we'll try to answer your enquiry or complaint immediately. If we can't we'll arrange to ring you back within an agreed timescale.

If you are not satisfied with the initial response, you should set out the basis of your complaint in

5a Thornhill Street, Calverley, Pudsey, West Yorkshire, LS28 5PD Received:11 July 2007 Completed:12 July 2007

writing by email, fax or letter. If you write to us we will look into the problem and reply within 5 working days of receipt.

On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.

If we consider your complaint to be justified, or we have made an error in your search result, we will automatically refund your search fee. We will also provide you with a revised search and undertake the necessary action to put things right. You will be kept informed of any action required.

Finally, If you are still not satisfied with the outcome of your complaint, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate. We'll let you know the outcome of your review within 10 working days.

Question 3 - Where relevant, please include a copy of an extract from the public sewer map.

A copy of an extract from the public sewer map is included in which the location of the property is identified.

1. Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
2. The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
4. Assets other than public sewers may be shown on the copy extract, for information only.

Question 4 - Does foul drainage from the property drain to a public sewer?

Records indicate that foul water from the property drains to a public sewer.

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
3. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
4. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5 - Does surface water from the property drain to a public sewer?

Records indicate that surface water from the property does drain to a public sewer.

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
3. In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water charge. Details can be obtained from the Sewerage Undertaker.
4. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
5. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 6 - Are any sewers or lateral drains serving or which are proposed to serve

the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that sewers serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

1. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities
2. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.
3. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Question 7 - Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property.

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public sewer within the boundary of the property may restrict further development within that boundary. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 8 - Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.
2. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
3. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Question 9 - Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the

property over or in the vicinity of a public sewer, disposal main or drain.

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate.

Question 10 - Where relevant, please include a copy of an extract from the map of waterworks.

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

1. The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
2. Assets other than vested water mains may be shown on the plan, for information only.
3. Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
4. If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 11 - Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

Question 12 - Who are the sewerage and water undertakers for the area?

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the sewerage undertaker for the area and Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the water undertaker for the area.

Question 13 - Is the property connected to mains water supply?

Records indicate that the property is connected to mains water supply.

Question 14 - Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Question 15 - What is the current basis for charging for sewerage and water services at the property?

The charges are based on actual volumes of water measured through a water meter.

1. Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Company may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand
 - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) Web Site:

www.ofwat.gov.uk

Question 16 - Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

There will be no change in the current charging arrangements as a consequence of a change of occupation.

1. Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Water Undertaker may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand
 - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

Question 17 - Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £34.41 for each financial year

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2. Where surface water charges are payable but on inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
3. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

Question 18 - Please include details of the location of any water meter serving the property.

Records indicate that the property is served by a water meter which is located within the dwelling house which is or forms part of the property, and in particular is located under the sink.

Question 19 - Who bills the property for sewerage services?

The property is billed for sewerage services by:
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
0845 1 24 24 20
www.yorkshirewater.com

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

Question 20 - Who bills the property for water services?

The property is billed for water services by:
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
0845 1 24 24 20
www.yorkshirewater.com.

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

Question 21 - Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. At Risk properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Sewerage Undertaker.
6. Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

Question 22 - Is the property at risk of receiving low water pressure or flow?

Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

1. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
2. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
3. The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.
4. Allowable exclusions
The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply
5. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
6. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
7. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.
8. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 23 - Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

The analysis confirmed that tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations, except that :

2 of 192 tests failed to meet the standard for Total Coliforms. The infringements in respect of Total Coliforms were unrelated and not indicative of contamination of the system. Resamples taken were free from Total Coliforms. The infringements noted present no hazard to public health.

1. Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.
2. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health

3. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker for further advice.
5. The Water Undertaker undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
6. The data collected by the Water Undertaker is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operational can be examined. Further information may be found at www.dwi.gov.uk

Question 24 - Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

There are no such authorised departures for the water supply zone.

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

Please contact the water company detailed in Q12 if you require further information.

Question 25 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works and its' distance from the property is as shown in the public sewer map supplied.

1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
2. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.

Appendix 1 General Interpretation

1. (1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

“adoption agreement” means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

“bond” means a surety granted by a developer who is a party to an adoption agreement;

“bond waiver” means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

“calendar year” means the twelve months ending with 31st December;

“discharge pipe” means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

“disposal main” means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or

yards appurtenant to buildings within the same curtilage;

“effluent” means any liquid, including particles of matter and other substances in suspension in the liquid;

“financial year” means the twelve months ending with 31st March;

“lateral drain” means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under section 104 of that Act (e);

“licensed water supplier” means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

“maintenance period” means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker’s satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

“map of waterworks” means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

“private sewer” means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

“public sewer” means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

“public sewer map” means the map made available under Section 199(5) of the 1991 Act (l);

“resource main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

“sewerage services” includes the collection and disposal of foul and surface water and any

other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

“Sewerage Undertaker” means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

“surface water” includes water from roofs and other impermeable surfaces within the curtilage of the property;

“water main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

“water meter” means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

“water supplier” means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

“water supply zone” means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“Water Undertaker” means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

DRAINAGE & WATER ENQUIRY (DOMESTIC).
TERMS AND CONDITIONS

Customer and Clients are asked to note these terms, which govern the basis on which this drainage and water report is supplied

Definitions

'Company' means the water service company or their data service provider producing the Report

'Order' means any request completed by the Customer requesting the Report.

'Report' means the drainage and water report prepared by The Company in respect of the Property.

'Property' means the address or location supplied by the Customer in the Order.

'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

Agreement

1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-
 - 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.
 - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
 - 2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
 - 2.4 The Report provides information as to the location & connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
 - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3. The Company shall not be liable to the Client for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

- 3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.
- 3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.
- 3.3 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

4. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided
 - 4.1 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.
 - 4.2 The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
 - 4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
 - 4.4 The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

General

6. If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
 - 6.1 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
 - 6.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

notes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3. The Company shall not be liable to the Client for any failure, defect or non-performance of its obligations arising from any failure or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

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