

Con29DW Commercial Report

In response to the enquiry for drainage and water information, this search report was prepared following examination of Northumbrian Water Limited's records and other summary records derived from the original. Northumbrian Water Limited is responsible for the accuracy of the information contained within the search report.

Northumbrian Water Limited has carried out enquiries into the property address of this report in accordance with its Terms and Conditions of sale which are set out at the end of this report. Details of Northumbrian Water's liability is also included in these terms.

The search report was completed by Suzanne Jones of Northumbrian Water.

This was requested on 27/MAR/2024 and completed on 27/MAR/2024.

Interpretation of Drainage & Water Search

This report also contains definitions of items and expressions which can be found at the back of the report.

Northumbrian Water Property Solutions guaranteed standards, cancellations and complaints procedure

Cancellations

We understand that from time to time you may find it necessary to cancel a search after it has been ordered. As soon as you realise that the search is no longer required, please let us know -

email us at : propertysolutions.nwl.co.uk

or

call us on: 0370 241 7408 - to discuss individual cases.

Where an order has been placed and a cancellation on the same working day as the order is submitted to us you will not be charged.

Industry Standards

We are members of the Drainage Water Searches Network, the industry body for those companies responsible for compiling responses to the Law Society's Con29DW enquiry.

Northumbrian Water comply with DWSN standards that provide consumer protection and ensure good practice in this critical area of property information, such as :-

- Promotion of best practice and quality
- Maintain adequate insurance
- Display the appropriate logos to signify high standards
- Respond to complaints in a timely fashion and provide an appropriate escalation procedure
- Comply with all applicable UK legislation, regulations and industry standards
- Act in a professional and honest manner and provide a service with due care and skill

For more information please visit www.dwsn.org.uk



**DRAINAGE + WATER
SEARCHES NETWORK**
DWSN

Complaints

All correspondence including any queries about the preparation of this search report or formal complaints should be directed to the Northumbrian Water Property Solutions Manager, who can be contacted as follows:

Northumbrian Water Property Solutions, Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ

Email: propertysolutions@nwl.co.uk

Telephone number: 0370 2417 408

Our Guaranteed Standards for your complaint

As a minimum standard Northumbrian Water Property Solutions will -

- Endeavour to resolve any telephone contact or complaint at the time of the call. However, if that isn't possible, we will take details to research and investigate the matter further and get back to you within 10 working days.
- Liaise at your request with anyone acting formally on your behalf.
- If it is a complex issue requiring more time, we will still get back to you within 10 days and notify you of our progress and update you with new timescales.
- If we fail to contact you within 10 working days of your initial complaint, or fail to comply to the complaints procedure you are entitled to £10 compensation.
- If you are not happy with our initial response, we will still get back to you within 10 days and notify you of our progress and update you with new timescales.
- If your complaint is found to be justified, or we have made any substantive errors that changes the outcome in your search result, we will:
 - Apologise for mistakes made;
 - Automatically refund your search fee;
 - Provide you with a revised search and also undertake the necessary action within our control, to put things right as soon as practicably possible.

Customers will be kept informed of the progress of any action required.

- If your search takes longer than 10 working days and we are at fault for the delay and we have not communicated the reasons for the delay, you will receive the search free of charge.
- If you are still not satisfied with our response or action, you can let us know and we will refer the matter to a Senior Manager / Company Director.

Thereafter should you still not be satisfied then you may refer the issue to an independent organisation, The Property Ombudsman Scheme (TPOs). The Ombudsman can award up to £25,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience.

You can find further information by visiting www.tpos.co.uk or email admin@tpos.co.uk or telephone: 01722 222 306.

In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;



ORDER SUMMARY**Question****Answer****Maps**

1.1 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided
1.2 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided

Drainage

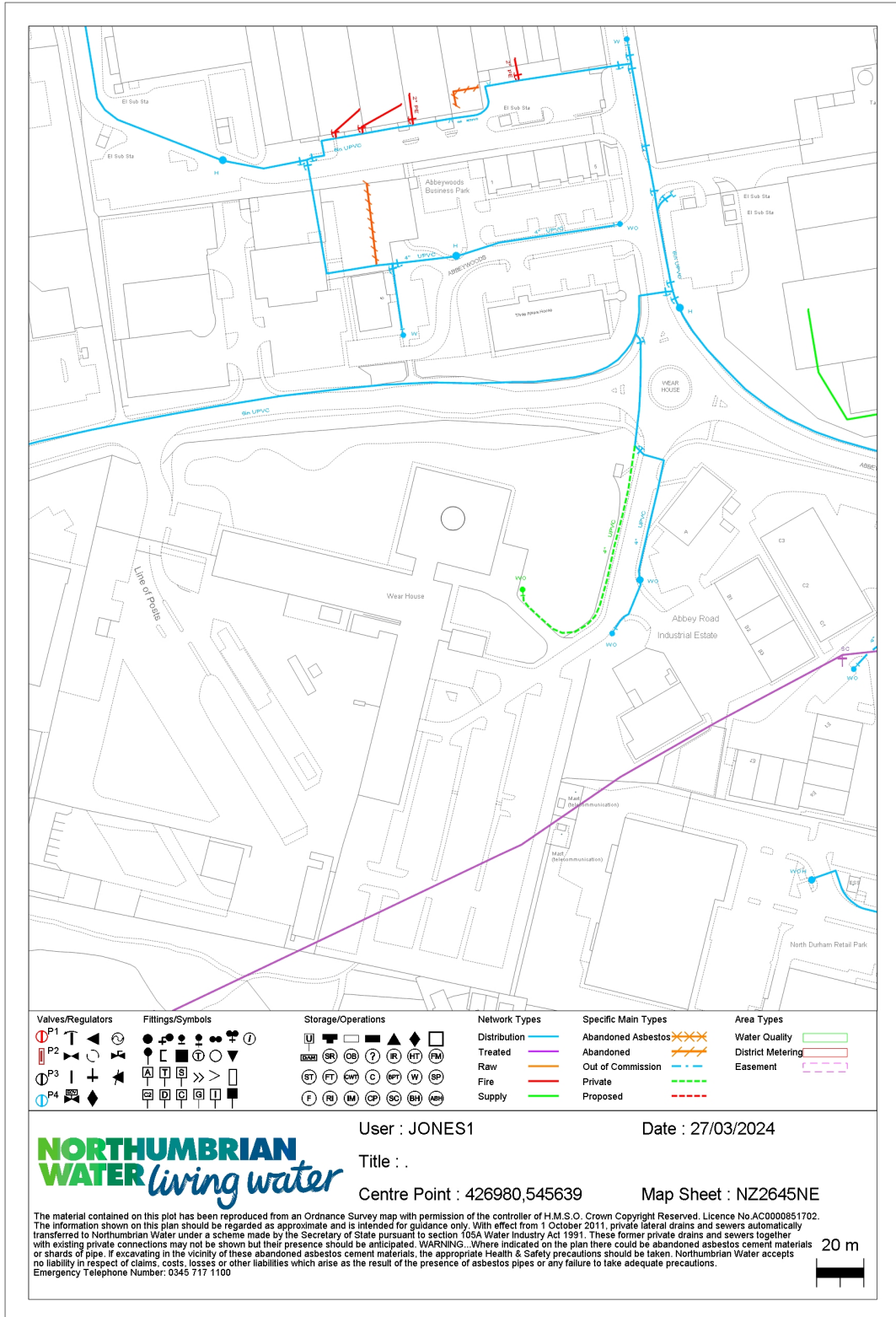
2.1 Does foul water from the property drain to a public sewer?	Yes
2.2 Does surface water from the property drain to a public sewer?	Yes
2.3 Is a surface water drainage charge payable?	See Answer
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	No
2.6 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?	No
2.7 Has any 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?	No
2.8 Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	No
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Answer

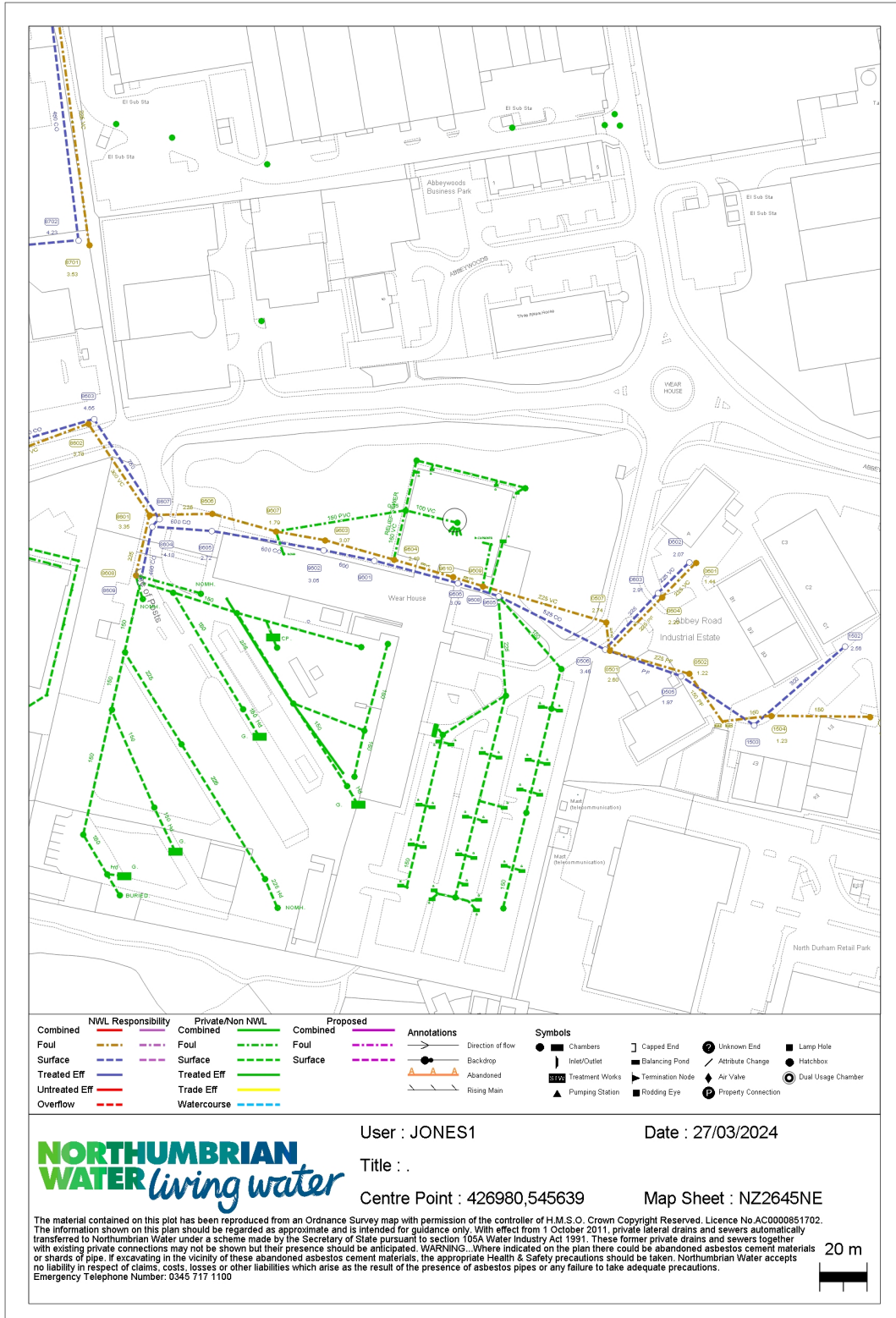
Water

3.1 Is the property connected to mains water supply?	Yes
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Yes
3.3 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?	No
3.4 Is the property at risk of receiving low water pressure or flow?	No
3.5 What is the classification of the water supply for the property?	Moderately Soft
3.6 Is there a meter installed at this property?	No
3.7 Please include details of the location of any water meter/s serving the property.	None

Charging

4.1.1 Who is responsible for providing the sewerage services for the property?	Northumbrian Water
4.1.2 Who is responsible for providing the water services for the property?	Northumbrian Water
4.2 Who bills the property for sewerage services?	See Answer
4.3 Who bills the property for water services?	See Answer
5.1 Is there a Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?	No
6.1 Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets, or right of access to pass through private land in order to reach the Company's assets	No
6.2 On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	Included where available check sewer map.





Question 1.1

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

A copy of an extract of the public sewer map is included.

The Water Industry Act 1991 defines Public Sewers as those which Northumbrian Water has responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.

Any private sewers or lateral drains which are 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 1.2

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

A copy of an extract of the map of waterworks is included.

The "water mains" in this context are those which are vested in and maintainable by the water company under statute.

Assets other than public water mains may be shown on the plan, for information only.

Water companies 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.

The enclosed extract of the public water main record shows 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 2.1

Does foul water from the property drain to a public sewer?

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

Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. 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.

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 2.2

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. Water companies 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, water company records do not distinguish between foul and surface water connections to the public sewerage system.
4. 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 drainage charge. Details can be obtained from the company.
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 2.3

Is a surface water drainage charge payable?

Records indicate that a surface water drainage charge is applicable at this property.

Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

Where surface water charges are payable but the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company responsible for billing to review the charging situation.

Question 2.4

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 sewers or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property. For further information contact Northumbrian Water Property Solutions on 0370 2417408.

The boundary of the property has been determined by reference to the Ordnance Survey record.

The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Question 2.4.1

Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?

The public sewer map included indicates that there is no public pumping station within 50 metres (164.04 feet) of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Question 2.5

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.

From the 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

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.

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 2.5.1

Does the public sewer map indicate any public pumping station or ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?

The public sewer map included indicates that there is no public pumping station within 50 metres (164.04 feet) of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Question 2.6

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?

The property is part of an established or new development and is not subject to an adoption agreement.

1. 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
2. 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.
3. Any sewers and/or lateral drains within the boundary of the property are not the the subject of an adoption agreement and remain the responsibility of the householder. Adoptable sewers are normally those situated in the public highway.
4. Please note this could relate to a piece of land that is not part of an established development and is not subject to an adoption agreement.

Question 2.7

Has any 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.

Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered

From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.

Question 2.8

Is the building 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. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

"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. Flooding to garages and outbuildings is not reported.

"At Risk" properties are those that the water company has 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.

Flooding as a result of storm events proven to be exceptional and beyond a reference period of one in ten years are not included.

Properties may be at risk of flooding but not included where flooding incidents have not been reported to the Company.

Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

It should be noted that flooding can occur from sewers and drains which are not the responsibility of the Company. This report excludes such flooding and the Company makes no comment upon this matter.

Question 2.9

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

The nearest sewage treatment works is 0.73 kilometres to the Westerly of the property. The name of the nearest sewage treatment works is Pity Me S.T.W..

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.

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 above that have not been identified.

Question 3.1

Is the property connected to mains water supply?

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

Question 3.2

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

The map of waterworks indicates that there are water mains, resource mains or discharge pipes within the boundaries of the property. Please see here for further information

https://www.nwpropertiesolutions.co.uk/_assets/documents/Water_Main_In_Boundary.pdf

The boundary of the property has been determined by reference to the Ordnance Survey record.

The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Question 3.3

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 properties who will want to know whether or not the property will be linked to the mains water supply.

Please note this could relate to a piece of land and is not subject to an adoption agreement.

Question 3.4

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

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

- "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is reported annually to Ofwat 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).
- The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres 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 BS806-3 or Institute of Plumbing handbook.

Because of the difficulty in measuring pressure and flow at the main stop tap, companies may measure against a surrogate reference level. Companies should use a surrogate of 15 metres head in the adjacent distribution main unless a different level can be shown to be suitable. In some circumstances companies may need to use a surrogate pressure greater than 15 metres to ensure that the reference level is supplied at the customer's side of the main stop tap (for example in areas with small diameter or shared communication pipes).

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:

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 low pressure 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.

Planned maintenance:

Companies should not report under 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 low pressure because of planned maintenance are actually caused by maintenance.

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); Fire fighting; 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.

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 low pressure figures.

Question 3.5

What is the classification of the water supply for the property?

The water supplied to the property has an average water hardness of 25.25 mg/l of Calcium which is defined as Moderately Soft by Northumbrian Water.

Water hardness can be expressed in various indices, for example, the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal range of hardness.

Value	mg/l of Calcium	English Clark Degrees	French Degrees	General/German Degrees
Soft	0.00 to 20.00	0 to 3.5	0 to 5	0 to 2.8
Moderately Soft	20.01 to 40.00	3.6 to 7	6 to 10	2.9 to 5.6
Slightly Hard	40.01 to 60.00	8 to 10.5	11 to 15	5.7 to 8.4
Moderately Hard	60.01 to 80.00	10.6 to 14	16 to 20	8.5 to 11.2
Hard	80.01 to 120.00	15 to 21	21 to 30	11.3 to 16.8
Very Hard	Over 120.00	Over 21	Over 30	Over 16.8

Question 3.6

Is there a meter installed at this property?

Records indicate that there is no meter installed at this property.

Question 3.7

Please include details of the location of any water meter/s serving the property.

Records indicate that the property is not served by a water meter.

Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.co.uk

Question 4.1.1

Who is responsible for providing the sewerage services for the property?

Northumbrian Water Limited is responsible for providing the sewerage services for the property.

Question 4.1.2

Who is responsible for providing the water services for the property?

Northumbrian Water Limited is responsible for providing the water services for the property.

Question 4.2

Who bills the property for sewerage services?

If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit:
www.open-water.org.uk

Question 4.3

Who bills the property for water services?

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of water services for the property please visit:
www.open-water.org.uk

Question 5.1

Is there a Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?

The Company's records indicate that the current occupier of the property does not have a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system.

Question 6.1

Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets, or right of access to pass through private land in order to reach the Company's assets

Records indicate that the property is not subject to such an agreement.

However, as records may be incomplete we recommend that verification is always sought from the vendor.

This question relates only to private agreements between Northumbrian Water Limited acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement.

If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991.

Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question.

A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects.

We refer to "defined" assets for the following reasons: Often a contract may give Northumbrian Water Limited an expressed right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although NWL may need to rely on them from time to time, as we cannot map the rights accurately, we will answer "no" to this question.

Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.

Any error in answering this question is not to be regarded as a waiver of Northumbrian Water Limited's rights or title, or an agreement or representation that NWL is prepared to vary or discharge any of its rights or title.

If you require a copy of an agreement please contact Property Solutions Team at NWL. A fee may be charged for this service. Please quote the date of the Report plus the Report Reference. You may also make contact either by telephone on 0370 241 7408 or by email to propertysolutions@nwl.co.uk

Question 6.2

On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.

On the copy extract from the public sewer map the manhole cover, depth and invert levels are shown where available.

Definition of Terms

"**the 1991 Act**" means the Water Industry Act 1991[61];

"**the 2000 Regulations**" means the Water Supply (Water Quality) Regulations 2000[62];

"**the 2001 Regulations**" means the Water Supply (Water Quality) Regulations 2001[63];

"**adoption agreement**" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

"**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[65];

"**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[66];

"**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[67] 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[68], 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[69];

(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];

(c) under Section 179 of the 1991 Act[71]; or

(d) otherwise;

"**public sewer map**" means the map made available under Section 199(5) of the 1991 Act[72];

"**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

CON29DW COMMERCIAL REPORT TERMS AND CONDITIONS

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

Definitions

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

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

'Report' means any drainage and/or water report (known as the CON29DW Commercial) 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.

'Purchaser' means the actual or potential purchaser of an interest in the Property including their mortgage lender.

'Terms' means these terms and conditions for the CON29DW Commercial and CON29DW Commercial PLUS enquiries and General Terms means any general commercial terms in effect between the parties.

Agreement

1.1 These Terms set out the terms which apply in respect of any Orders the Customer places with us for a Report.

1.2 These Terms may need to be amended from time to time and have a publication date which will be updated when any changes are made. Every time the Customer wishes to place an Order, the Customer must check these Terms to ensure that the Customer understands the terms which apply at that time, as they may have changed since any earlier order the Customer may have placed.

1.3 If the Customer does not accept these Terms the Customer must not place any Orders with us.

1.4 If the Customer is trading as a business, it is also the Customer's responsibility to ensure that prior to placing an Order on behalf of a Client, that the Customer make the Client aware of the Terms, and that they accept them.

1.5 The Customer's Order constitutes an offer by the Customer to purchase Report(s) from us.

1.6 We may choose not to accept Your Order, but on the rare occasion that this may occur, we will aim to notify You within 48 hours. For the avoidance of doubt, no contract will exist between Us until we have expressly accepted Your Order.

1.7 The Company agrees to supply the Report to the Customer and allow it to be provided to the Client and the Purchaser subject, in each case, to these Terms. The scope and limitations of the Report are described in paragraph 2 of these Terms, and the liability of The Company is subject to the provisions of paragraph 3. The Customer shall be responsible for bringing these Terms to the attention of the Client and the Purchaser as necessary.

1.8 The Customer, the Client and the Purchaser agree that placing an Order for a Report and the subsequent provision of the copy of the Report to the Purchaser indicates their acceptance of these Terms, and The Company shall be entitled to rely on this notwithstanding any failure on the part of the Customer to comply with paragraph 1.1 above.

The Report

2. Whilst The Company will use reasonable care and skill in producing The Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following :-

2.1 The Report is produced only for use in relation to Commercial Properties, development or land which require the provision of drainage and water information and cannot be used for residential properties, development of land or any property to be developed as a single, residential domestic property. Where the Customer requires a report for a residential property, the Customer can order a different report from us, and different terms shall apply.

2.2 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.

2.3 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 of 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.

2.4 The information contained in the Report is based upon the accuracy of the address supplied to The Company.

2.5 The Report provides information as to the location & connection of existing services and other information required to complete the CON29DW Commercial enquiry form in relation to drainage and water enquiries and should not be relied on for any other purpose (including the potential and/or suitability for any other connections to be made to existing services).

2.6 The Report may contain opinions or general advice to the Customer, the Client and the Purchaser and The Company will only accept liability for opinions or general advice given by it as originally set out in the Report and not for any interpretation of the same by any other party.

Liability

3.1 The Company shall not be liable to the Customer, the Client or the Purchaser 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 is not responsible.

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, The Company shall nevertheless be liable for the accuracy of such information contained in the Report which was obtained from the other company.

3.3 The Report is produced only for use in relation to commercial properties and commercial developments of domestic property transactions which require the provision of drainage and water information pursuant to a CON29DW Commercial enquiry form.

3.4 The Company has in place Professional Indemnity cover. For the avoidance of doubt the liability of The Company is not limited to the level of its cover.

3.5 This paragraph sets out the exclusions to and the limitations on our liability to the Customer and if the Customer is trading as a business to the Client and the Purchaser.

(1) We will not be liable to the Customer (and/or if the Customer is trading as a business to the Customer's Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:

- (a) If we do not accept the Order;
- (b) for any inaccuracies, mistakes or omissions in the Reports unless any such liability arises as a direct consequence of our negligence.

(2) Notwithstanding the above, nothing affects any party's liability for:

- (a) death or personal injury arising from its negligence,
- (b) liability for fraud or fraudulent misrepresentation and/or
- (c) any other liability which cannot be excluded or limited under applicable law.

3.6 Subject to clause 3.5 (2), our total liability to the Customer and/or if the Customer is trading as a business to the Client and the Purchaser, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms and/or the provision of a Report limited to 10 million pounds (£10,000,000) in aggregate.

3.7 In providing You with this Report, we will comply with the Drainage & Water Searches Network (DWSN) Standards. These can be found at: <https://www.con29dw.co.uk/con29dw-commercial/>

3.8 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.

Copyright and Confidentiality

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and it intended for the personal use of the Client and the Purchaser. 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 the Client or the Purchaser except to the extent expressly provided.

4.2 The Customer or Client is entitled to make copies of the Report but may not make any changes to it. In addition, the Customer [the Client or the Purchaser][or the Client] may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.

4.3 The Customer the Client and the Purchaser 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.

4.4 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.

4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any 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 has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with The Company.

General

6.1 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.

6.2 These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in these Terms shall in any way restrict the Customer's, the Client's, or the Purchaser's statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these Terms and conditions which cannot be varied or amended without the specific agreement in writing of The Company referring to this paragraph.

6.5 These Terms may be enforced by the Customer, the Client and the Purchaser.

Cancellations or Alterations

7. Once an Order is placed, The Company shall not be under any obligation to accept any request to cancel other than in cases where an order has been placed and a cancellation on the same working day as the order is submitted to us you will not be charged.

The Property Ombudsman scheme (TPOs)

8. If we cannot resolve your complaint you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation up to £25000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience. In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a Charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

TPOs can be contacted:

The Property Ombudsman, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2PB
Telephone: 01722 222 306
www.tpos.co.uk