

Commercial Drainage and Water Standard Enquiry

The information in this document refers to:

123 SAMPLE STREET,
SAMPLETOWN,
AB12 3CD

This document was ordered by:

[water company name]
[water company address]
[water company post code]

Customer reference:

This document was produced by: [water company name] SAMPLETOWN, AB12 3CD. **For any queries relating to this report please contact our customer services team on [XXXXXXXXXX] quoting order reference: Z123456-7.**

Interpretation of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions.

Enquiries and Responses

The records were searched by [first name surname] [water company name] who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by [first name surname] [water company name] who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 06 April 2010 and completed on 31 March 2010

[name] , has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on [XXXXXXXXXX] , in writing to [water company name, address & email address]

Our standard terms and conditions for Commercial Drainage and Water Enquiries apply to this report. They are included in this search and are available on our website.

The following records were searched in compiling this report:

- Questions 1, 6, 7 and 8 were answered using The Map of Public Sewers
- Questions 2, 13 and 14 were answered using The Map of Waterworks
- Questions 12, 18, 21 and 22 were answered using the Water Billing Records
- Questions 3, 4, 5, 20 and 22 were answered using the Sewer Billing Records
- Question 9 was answered using the Buildover database
- Question 10 was answered using the Register of Properties subject to Internal foul flooding
- Question 11 was answered using the Geographical Information System
- Question 15 was answered using the Register of Properties subject to Poor Water Pressure
- Question 16 and 17 was answered using the Drinking Water Register
- Question 19 was answered using the defined statutory boundaries
- Question 24 was answered using the Trade Effluent database
- Question 23 was answered using the Estates Terrier records

These sources are all our own current records and are held by [name] except for the Estate Terrier records which are held by Savills (L&P) Ltd who hold the Estates Management contract for [name]. However where a property is billed by another water company for water and/or sewerage, particular questions could be answered using information provided by the other Water Company possible affected questions are:

- Questions 2, 5, 12 - 14, 16 - 19, 21 and 22

[XXX XXXX] Operations Manager, is the person responsible in respect of the following:

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

Complaint Procedure

As a minimum standard, [name]:

- will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to contact us via email, fax or letter explaining the reasons why you are not satisfied;
- will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint;
- will keep you informed of the progress and update you with new timescales if necessary, depending on the scale of investigation required;
- will provide the search free of charge if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/Company Director for resolution.

Order Summary Page

Question	Answer
1 Where relevant, please include a copy of an extract from the public sewer map	Map Included
2 Where relevant, please include a copy of an extract from the map of waterworks	Map Included
3 Does foul water from the property drain to a public sewer?	Yes
4 Does surface water from the property drain to a public sewer?	Yes
5 Is a surface water drainage charge payable?	Yes
6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	No
8 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
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?	Not Applicable
10 Is any building within the property at risk of internal flooding due to overloaded public sewers?	No
11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	See Details
12 Is the property connected to mains water supply?	Yes
13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
14 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
15 Is the property at risk of receiving low water pressure or flow?	No
16 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	See Details
17 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.	See Details
18 Please include details of the location of any water meter serving the property	See Details
19 Who are the sewerage and water undertakers for the area?	[water company name]
20 Who bills the property for sewerage services?	[water company name]
21 Who bills the property for water services?	[water company name]
22 What is the current basis for charging for sewerage and water services at the property?	Measured
23 Is there any easement giving [name] the right of access to defined assets located within the boundary of the property?	No
24 Are there any trade effluent consents relating to this site/property	No

Question 1 Where relevant, please include a copy of an extract from the public sewer map

Answer A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

Informative Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
The Sewerage Undertakers are 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.
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, if any.
Assets other than public sewers may be shown on the copy extract for information.

Question 2 Where relevant, please include a copy of an extract from the map of waterworks

Answer A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

Informative The map of the waterworks has been supplied by:
[water company name]
[water company address]
[water company Post Code]
[water company phone number]
[water company web address]
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, please refer to Question 23.
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 3 Does foul water from the property drain to a public sewer?

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

Informative Sewerage Undertakers 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. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. For further information regarding easements, please refer to Question 23.

Question 4 Does surface water from the property drain to a public sewer?

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

Informative 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.
The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. For further information regarding easements, please refer to Question 23.
In some cases, water company 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 drainage charge. Details can be obtained from the company tel: 0800 169 3271.
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.

Question 5 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property. The amount charged is specific to the current use of the property.
For further information please contact our Customer Service Team on [XXXXXXXXXX] or visit [website address]

Informative 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 upon inspection the property owners believe that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges (freephone 0800 169 3271 for more details).

Question 6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer 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.

Informative 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 may restrict further development. 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 company or its contractors needing to enter the property to carry out work. 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, if any.

Question 7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

Answer The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the boundary of the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

Informative The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer. 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.

Question 8 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?

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

Informative This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer. 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 public drains and sewers for which they will hold maintenance and renewal liabilities.

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?

Answer 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 the vicinity of a public sewer, disposal main or drain.

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

Question 10 Is any building within the property at risk of internal flooding due to overloaded public sewers?

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

Informative 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 blockage, 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.
"At Risk" properties are those that the water company 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 Company's reporting procedure.
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.
Properties may be at risk of flooding but not included on the Register 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 private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

Question 11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works

Answer The nearest sewage treatment works is 1.63 kilometres to the East of the property. The name of the sewage treatment works is COTTON VALLEY STW.

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
The Sewerage Undertaker's 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 has not been identified.

Question 12 Is the property connected to mains water supply?

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

Question 13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

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

Question 14 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?

Answer 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.

Informative This enquiry is of interest to purchasers of 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 15 Is the property at risk of receiving low water pressure or flow?

Answer 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.

Informative "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 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).
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 10 metres 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.
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. Water Undertakers 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.
Planned maintenance: Water Undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that water undertakers identify the number of properties affected in each instance. However, water undertakers 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.
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.
Low pressure incident of a short duration: Properties affected by low pressure 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 16 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

Answer All samples taken from this supply zone in the period January to December 2009 fully complied with the standards as set in the Regulations.

Informative [Company name] investigates all infringements of drinking water quality standards thoroughly and takes appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately, advise them not to drink the water until the risk had been removed and would take appropriate steps to advise and protect their customers.
For more detailed information, visit [Company web address] , or telephone [XXXXXXXX] or write to [Company name] [Company address]
Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met.
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 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.
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 company for further advice (Telephone [Company name and phone number])
The water company undertakes a monitoring programme to establish water quality that includes random sampling from 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 supply pipe and the plumbing within the property.
Samples are taken from a random selection of addresses within a water supply zone and the results of these samples represent the zonal performance. Water Quality zones are allowed to have a population equivalent of up to 86,000 and can cover large geographical areas. There is only a small possibility that the results of samples reported were taken from the property in question. The data collected by the company 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 operations can be examined.

Question 17 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.

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

Informative 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 your water company if you require further information.

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

Answer Records indicate that the property is served by a water meter, which is not within a building within the property, and in particular is located footpath.

Question 19 Who are the sewerage and water undertakers for the area?

Answer [Company name & contact details]

Question 20 Who bills the property for sewerage services?

Answer The property is billed for sewerage services by:
[water company name]
[water company address]
[water company post code]
[water company phone number]
[water company web address]

Question 21 Who bills the property for water services?

Answer The property is billed for water services by:
[water company name]
[water company address]
[water company post code]
[water company phone number]
[water company web address]

Question 22 What is the current basis for charging for sewerage and water services at the property?

Answer The charges are based on actual volumes of water measured through a water meter.
("metered-supply")

The meter serial number is: not available

The property reference number is: Z123456-7

Informative

Water and sewerage companies full charges are set out in their charge schemes which are available from the company free of charge upon request.

Unless we consider it impracticable to fit a Meter, we will require a Meter to be fitted to our specification to measure the volume of water supplied for charging purposes to all Non-Household premises or to any other premises where the principal use of the premises is not as a person's home. (For the purposes of assessing whether the principal use of the premises is otherwise than as a person's home account will be taken of whether a business is registered for V.A.T. purposes at the premises.)

Non-Household Customers will be charged for fitting a Meter.

Non-Household Measured Tariffs will automatically apply and be fixed in respect of all Non-Household Premises to which a Meter has been fitted to our specification to measure the volume of water supplied for charging purposes. Otherwise, the Unmeasured Tariffs will apply.

Mixed use premises are premises used partly as a person's house or dwelling and partly for business purposes, eg. a supply serving both a farmhouse occupied as a sole or principal dwelling and a farm; or, a shop and a flat occupied as a sole or principal dwelling.

If the principal use of the premises is for business purposes, measured charges will apply as if the whole of the premises were Non-Household premises. If the principal use of the premises is as a person's sole or principal dwelling, measured charges will apply when fixed in accordance with our Meter policy for Household Customers. Otherwise, Customers will be charged unmeasured tariffs.

Occupiers of Mixed Use Premises may choose whether the premises are charged under Household Charges or Non-Household Charges. Choosing to pay Non-Household Charges will not affect your statutory rights if you are occupying the premises as your home or as your sole or principal dwelling, but may otherwise affect your entitlement, eg. for a leakage rebate.

If at a later date separate supplies are provided to separate parts of the premises, those parts will be charged according to their use, ie. Household or Non-Household.

Question 23 Is there any easement giving [water name] the right of access to defined assets located within the boundary of the property?

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

Informative

This question relates to private agreements between [water co. name] 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 [water co. name] 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 [water co. name] 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 [water co. name] rights or title, or an agreement or representation that [water co. name] is prepared to vary or discharge any of its rights or title.

As a general rule, easement widths are as follows:

Pipe Diameter	Width or Strip
Up to 149mm	4.5m
150 - 449mm	6.0m
450 - 749mm	9.0m
750 and above	12.0m

If you require a copy of an agreement please contact Savills, Trinity Court, Trinity Street, Peterborough, PE1 1DA. 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 [XXXXXXXXXX] or by email to AWSEstates@savills.com

Question 24 Are there any trade effluent consents relating to this site/property

Answer Records indicate that there are no trade effluent consents relating to this site/property.

Informative

The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence. For copies of consents please contact Water Quality and Environmental Performance department, Henderson House, Lancaster Way, Huntingdon, Cambs, PE29 6XQ. A fee may be charged for this service.

APPENDIX 1

GENERAL INTERPRETATION

(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;

"easement" means the rights relating to a pipe or pipes granted to the water undertaker or sewerage undertaker by an agreement. This is to be distinguished from statutory rights arising from the service of a statutory notice;

"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;

"non-household premises" means premises used, or intended for use, for commercial purposes;

"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;

"trade effluent" means any effluent which is wholly or partly produced in the course of any trade or industry carried on at trade premises;

"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 (COMMERCIAL)

TERMS AND CONDITIONS

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

Definitions

- "The Company" means [water company name] who produces the Report.
"Order" means any request completed by the Customer requesting the Report.
"Report" means the drainage and/or 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.
"Purchaser" means the actual or potential purchaser of the Property including their mortgage lender.

1 Agreement

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

2 The Report

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 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 produced and sent to the Client.
- 2.2 The information contained in the Report is based upon the accuracy, completeness and legibility of the address supplied by the Customer or Client or Purchaser.
- 2.3 The Report provides information as to the location and connection of existing services and the other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and / or the Purchaser. The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 2.4 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 in the event of excavation or other works being made in the vicinity of The Company's apparatus.

3 Liability

- 3.1 The Company shall not be liable to the Customer, 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 third party.
- 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, then it shall be deemed that liability for the information given by each company will remain with the company providing the data 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.
- 3.3 The Report is produced for use in relation to individual commercial property transactions where the property is used for carrying on a trade or business, the property is intended to be developed for commercial gain or the property is not a single residential, domestic property and the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort under statute or statutory duty or otherwise at all) shall be limited to £2000,000. The Company shall not have any liability in contract tort or otherwise in respect of any indirect or consequential loss or damage that may be suffered by the Customer, Client or Purchaser.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.

4 Copyright and Confidentiality

- 4.1 The Customer and the Client and the Purchaser each acknowledge that the Report is confidential and is intended for the personal use of the Customer, 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 herein.
- 4.2 The Customer, Client or Purchaser is entitled to make copies of the Report but 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 each 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 each agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by them of the terms of paragraphs 4.1 to 4.4 inclusive.

5 Payment

- 5.1 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.
- 5.2 Payment must be received in advance unless an account has been set up with the Company. In these cases payment terms will be as agreed with the Company and any invoice must be paid within 30 days.
- 5.3 The Company reserves the right to increase fees on reasonable prior written notice at any time.

6 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 and conditions 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 These terms and conditions may be enforced by the Customer, the Client and the Purchaser but no other third party.