CON29DW
RESIDENTIAL DRAINAGE AND WATER ENQUIRY

Your Reference:
SAMPLE RESIDENTIAL REPORT

Date Received 23 October 2012

Date Completed 23 October 2012

Our Reference:
311904

Search address:
SAMPLE HOUSE
SAMPLE STREET
SAMPLE TOWN
BA* ***
# SUMMARY SHEET

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1. **INTERPRETATION of Drainage and Water Search**

Appendix 1 of this report contains definitions of terms and expressions referred to within the search result.

2. **ENQUIRIES AND RESPONSES**

The search report on the above property was completed on 23 October 2012.

In the event of any queries about the preparation of this search report, enquiries should be directed to contactus@wessexsearches.co.uk or the Wessex Searches Manager, Wessex Water Enterprises at the address below.

Wessex Water Enterprises has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 3.

The address for all correspondence is Wessex Water Enterprises Ltd, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW.
3. PUBLIC SEWER MAP

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

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

1) The Water Industry Act 1991 defines Public Sewers as those which Wessex Water Services Limited have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.

2) 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.

4. FOUL WATER

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

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

1) Water companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public.

2) 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.

3) If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
5. SURFACE WATER

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 that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public.

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.

6. PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

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 development and is not subject to an adoption agreement.

1) Please see APPENDIX 4 for more information relating to changes to S104 agreements following 1st October 2011.

2) 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.

3) 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.
7. PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

The public sewer map included indicates that there is a public foul sewer, disposal main or lateral drain within the boundaries of the property. However, from 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, please contact Wessex Searches on 01225 526206 or email contactus@wessexsearches.co.uk

1) Wessex Water Services Limited has a statutory right of access to carry out work on its assets. Employees of Wessex Water Services Limited or its contractors may, therefore, need to enter the property to carry out work.

2) The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.

3) 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.

8. PUBLIC SEWERS NEAR TO THE PROPERTY

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

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

1) From 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.

2) 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.

3) The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
9. **BUILDING OVER A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN**

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

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

1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2) From 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.

10. **MAP OF WATERWORKS**

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

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

1) The “water mains” in this context are those which are vested in and maintainable by the water company under statute.
2) Assets other than public water mains may be shown on the plan, for information only.
3) 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.
4) The copy extract will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

11. **ADOPTION OF WATER MAINS AND SERVICES PIPES**

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.

1) This enquiry is only of interest to buyers of new homes who will want to know whether or not the property will be linked to the mains water supply.
12. SEWERAGE AND WATER UNDERTAKERS

Who are the sewerage and water undertakers for the area?

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is the sewerage and water undertaker for the area.

13. CONNECTION TO MAINS WATER SUPPLY

Is the property connected to mains water supply?

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

14. WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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

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

1) The boundary of the property has been determined by reference to the Ordnance Survey record.
2) The presence of a public water main within the boundary of the property may restrict further development within it. Water 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.
15. CURRENT BASIS FOR SEWERAGE AND WATER CHARGES

What is the current basis for charging for sewerage and/or water services at the property?

The charges are based on actual volumes of water measured through a water meter (‘metered supply’).

1) Sewerage and water companies’ full charges are set out in their charges schemes which are available from the company free of charge upon request.
2) The company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
   a) watering the garden other than by hand (this includes the use of sprinklers);
   b) automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

16. CHARGES FOLLOWING CHANGE OF OCCUPATION

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

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

1) Water and sewerage companies’ full charges are set out in their charges schemes which are available from the company free of charge upon request.
2) The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
   a) watering the garden other than by hand (this includes the use of sprinklers),
   b) automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
17. SURFACE WATER DRAINAGE CHARGES

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £20 for each financial year.

1) Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2) Where surface water drainage charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company to end surface water charges.
3) This charge forms part of the annual water and sewerage service charge, shown above.

18. WATER METERS

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

Records indicate that the property is served by a water meter, which is not within the dwelling-house which is or forms part of the property, and in particular is located in the footpath, left of the front door.

19. SEWERAGE BILLS

Who bills the property for sewerage services?

The property is billed for sewerage services by Bristol Wessex Billing Services Limited, 1 Clevedon Walk, Nailsea, Bristol BS48 1WW. Telephone: 0845 600 3 600 Website : www.wessexwater.co.uk.

20. WATER BILLS

Who bills the property for water services?

The property is billed for water services by Bristol Wessex Billing Services Limited, 1 Clevedon Walk, Nailsea, Bristol BS48 1WW. Telephone: 0845 600 3 600. Website : www.wessexwater.co.uk.
21.  RISK OF FLOODING DUE TO OVERLOADED PUBLIC SEWERS

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

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

1) 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.

2) “Internal flooding” from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

3) “At Risk” properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT). 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.

4) Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.

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

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

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

For Further information please contact the Searches Team on 01225 526206.
22. **RISK OF LOW WATER PRESSURE OR FLOW**

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

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

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

2) "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

3) Water Companies are required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (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).

4) 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.

5) 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.

6) Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected.

Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7) Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance.

It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

8) 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.

9) Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

For Further information please contact the Searches Team on 01225 526206.
23. WATER QUALITY ANALYSIS

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.

Lead - The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations for lead.

Nitrate - The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations for nitrate.

Other - The analysis confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: Total Coliforms - 1 tests out of 60 failed.

Water Companies investigate all infringements of water quality standards thoroughly and take 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 and advise them not to drink the water until the risk had been removed.

1) Sampling addresses are generated on a random basis and are conducted to assess the quality of drinking water throughout Wessex Water’s distribution network and not as an indicator of the condition of an individual property. Therefore Wessex Water will not disclose the sample address.

2) Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

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

4) Water quality is normally tested at the tap used for domestic consumption normally the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

5) 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 (see below for contact details) for further advice.

6) The water company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

7) 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 operation can be examined.

For Further information please contact the Searches Team on 01225 526206.
24. **WATER QUALITY STANDARDS**

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

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

25. **SEWAGE TREATMENT WORKS**

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

*The nearest sewage treatment works is 4km to the north west of the property. The name of the sewage treatment works is Lansdown.*

1) The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
2) The Sewerage undertaker’s records were inspected to determine the nearest sewage treatment works.
3) 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.
4) As a responsible utility operator, Wessex Water seeks on all its operational sites to manage the impact of odour from our sewage works on the surrounding area in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However, DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments.

For further information please contact the Searches Team on 01225 526206.
APPENDIX 1

"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 of 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" in relation to a calendar year 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.
APPENDIX 2
DRAINAGE AND WATER ENQUIRY 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 the water service company or their data service provider producing the Report.

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

'Report' means the drainage and/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 an interest in the Property including their mortgage lender.

Agreement

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

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 first produced and sent to the Customer.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

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

2.4 The Report provides information as to the location & connection of existing services and other information 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 the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company’s apparatus.

Liability

3.1 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, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company that supplies 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 only for use in relation to individual domestic property transactions and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions 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 £5,000.

3.4 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is 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 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

5.1 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. 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 and conditions shall in any way restrict the Customer’s, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 We may disclose personal data you provide about yourself, or your clients, to other companies within our group in accordance with Data Protection Act 1998 and other applicable laws. We will analyse and utilise any information we collect so that we are able to correctly administer, develop and improve our business and services.

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

APPENDIX 3

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Wessex Water:

- will endeavour to resolve any telephone complaint at the time of the call. However, if that isn’t 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 write in 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, depending on the scale of investigation required, keep you informed of the progress and update you with new timescales if necessary.
- will, if we fail to give you a written substantive response within 5 working days, pay you £10 compensation regardless of the outcome of your complaint.
- will, if we find your complaint to be justified, or if we have made any errors that change the outcome in your search result, automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.

The Director of Wessex Water Enterprises is the person responsible for negligence and redress.

APPENDIX 4

From 1 October 2011 by virtue of a scheme made under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 (“the 2011 Regulations”) and by virtue of section 105A of the Water Industry Act 1991 (“the 1991 Act”) private sewers and lateral drains which immediately before 1 July 2011 communicated with a public sewer became vested in sewerage undertakers.

Under the 2011 Regulations adoptable private sewers and private lateral drains the subject of an agreement under section 104 also vest in sewerage undertakers if immediately before 1 July 2011 they communicated with a public sewer. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on that date.

Where adoptable private sewers and private lateral drains the subject of an agreement under section 104 did not immediately before 1 July 2011 communicate with a public sewer they will vest on the earlier of the date of vesting under the agreement or the date of vesting pursuant to a supplementary scheme made under Regulation 4 to the 2011 Regulations. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on the date of vesting.

Where an agreement covers assets which do not and will not communicate with a public sewer those assets will remain private and subject to the provisions of the agreement.

The attached extracts from the public sewer map may show sewers and private laterals the subject of an agreement under section 104 of the Act as being private notwithstanding the fact that they may have vested in Wessex Water pursuant to the 2011 Regulations. Wessex Water is in the process of confirming with developers the date of communication with public sewerage and will be updating the public sewer map when this information is known.

Where there is any doubt as to the status of a particular length of pipe it is recommended that Wessex Water is contacted for advice.

Details of sewers and private laterals the subject of an agreement under section 104 of the Act have not been compiled from an “as constructed” record and Wessex Water will be updating the sewer map when that information is provided by developers. Until then it is recommended that details of the route these pipes follow be checked with the developer.