



SAMPLE



## **Drainage & Water Enquiry**

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 below, in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

SAMPLE HOUSE  
SAMPLE STREET  
DURHAM  
DH1

### **Preamble - Interpretation of Drainage and Water Search.**

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

### **Preamble - Enquiries and Responses**

The report was completed by:

#### **A N Other of Northumbrian Water.**

This was requested on 12/DEC/2016 and completed on 12/DEC/2016.

The person liable in each of the following events is Northumbrian Water Limited

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

### **Northumbrian Water Property Solutions guaranteed standards and complaints procedure**

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

Northumbrian Water Property Solutions  
Boldon House,  
Wheatlands Way  
Pity Me,  
Durham,  
DH1 5FA.

DX 717042  
Durham 21

Email: [propertysolutions@nwl.co.uk](mailto:propertysolutions@nwl.co.uk)  
Telephone number: 0870 2417 408  
Fax Number: 0870 2417 409



SAMPLE



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.

. Liase 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 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 advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.

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

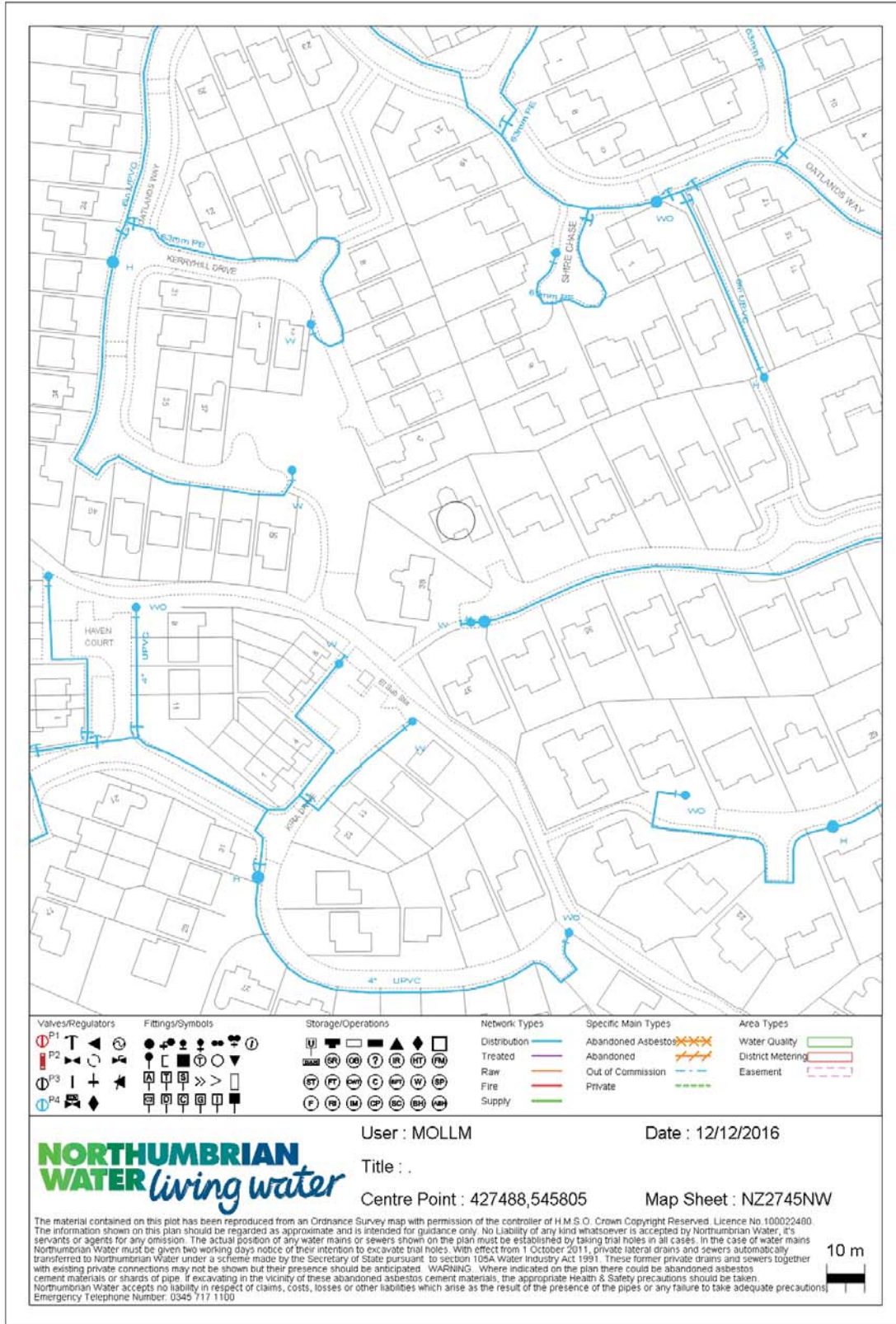
. If your search takes us longer than 10 working days and we are at fault for the delay and we have not communicated the reasons for the delay, you will receive the search free of charge.

. 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. If you are still not satisfied then you may refer the issue to an independent organisation, such as:

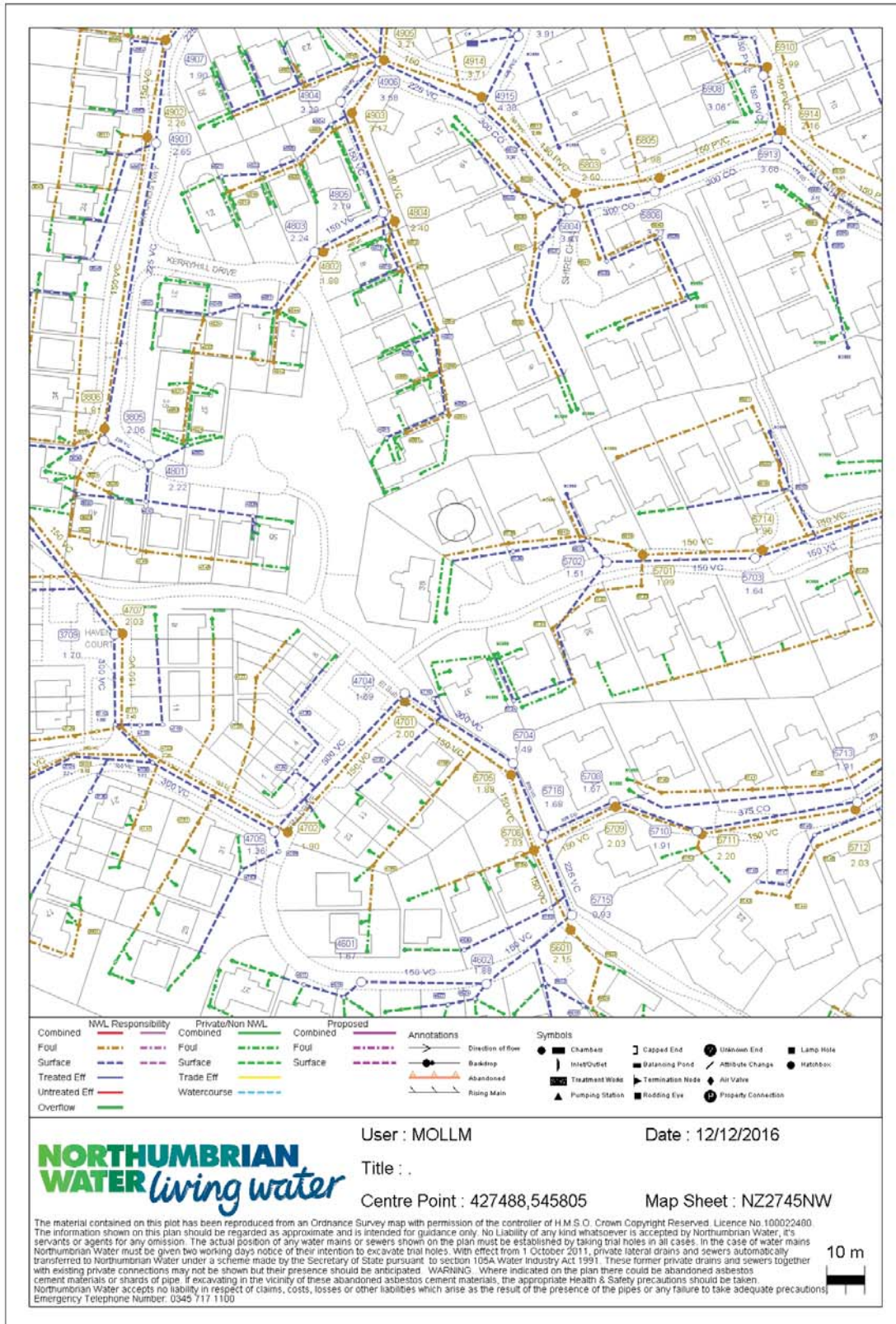
The Property Ombudsman  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire  
SP1 2PB  
Telephone: 01722 333 306

## ORDER SUMMARY

Question	Answer
<b>Maps</b>	
1.1 Where relevant, please include a copy of an extract from the public sewer map.	<b>Map Provided</b>
1.2 Where relevant, please include a copy of an extract from the map of waterworks.	<b>Map Provided</b>
<b>Drainage</b>	
2.1 Does foul water from the property drain to a public sewer?	<b>Yes</b>
2.2 Does surface water from the property drain to a public sewer?	<b>Yes</b>
2.3 Is a surface water drainage charge payable?	<b>Yes</b>
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>Yes</b>
2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	<b>No</b>
2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>Yes</b>
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	<b>No</b>
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?	<b>No</b>
2.7 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?	<b>No</b>
2.8 Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	<b>No</b>
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	<b>See Answer</b>
<b>Water</b>	
3.1 Is the property connected to mains water supply?	<b>Yes</b>
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>No</b>
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?	<b>No</b>
3.4 Is the property at risk of receiving low water pressure or flow?	<b>No</b>
3.5 What is the classification of the water supply for the property ?	<b>Moderately Soft</b>
3.6 Please include details of the location of any water meter serving the property.	<b>See Answer</b>
<b>Charges</b>	
4.1.1 Who is responsible for providing the sewerage services for the property ?	<b>NWL</b>
4.1.2 Who is responsible for providing the water services for the property ?	<b>NWL</b>
4.2 Who bills the property for sewerage services?	<b>Northumbrian Water</b>
4.3 Who bills the property for water services?	<b>Northumbrian Water</b>
4.4 What is the current basis for charging for sewerage and water services at the property?	<b>Measured</b>
4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	<b>No Change</b>







### 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, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

1. 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.
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.

### 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, 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 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.

1. 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.
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.

### 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 confirm that a surface water drainage charge is payable for the property, for the year commencing 1st April 2016, at £58.00 if charged on an unmeasured tariff or £54.00 if charged on a metered tariff.

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. The current Northumbrian Water scheme is the 2015/16 Charges Scheme (Household).  
<https://www.nwl.co.uk/your-home/your-account/tariffs-and-charges.aspx>
2. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT).

### 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 0870 2417408.

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. 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.
3. A Garden over Agreement may affect a property where the land has changed from public open space to a private garden. If the property is affected this will be shown on the Public Sewer map highlighted with an orange box with the letters GO. A Garden over Agreement restricts the occupier from planting trees, building with foundations or substantially altering soil depths over or near to the public sewer. If your property is affected and you would like further details please contact us on 0870 241 7408.
4. Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drains within the boundary of the property are the responsibility of the householder.

#### Question 2.4.1

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

The public sewer map included indicates that there is no public pumping station within the boundaries of 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.

1. 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.
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.
4. 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 2.5.1**

**Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?**

The public sewer map included indicates that there is no public pumping station within 50 metres 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 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 a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?**

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



1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered
2. 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 0.74 kilometres North Easterly of the property. The name of the sewage treatment works is Sunderland S.T.W..

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

### 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.

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 the mains water supply.
2. 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.

1. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
2. Water 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).
3. 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 BS6700 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.



SAMPLE



**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 21.25 mg/l Calcium which is defined as Moderately Soft by Northumbrian Water Limited.

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 (in mg/l Calcium).

**Value**

Soft 0.00 to 20.00

Moderately Soft 20.01 to 40.00

Slightly Hard 40.01 to 60.00

Moderately Hard 60.01 to 80.00

Hard 80.01 to 120.00

Very Hard Over 120.00

### **Question 3.6**

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

Records indicate that the property is served by a water meter, which is located externally which is or forms part of the property, and in particular is located in drive.

### **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?**

The property is billed for sewerage services by:  
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR



SAMPLE



0345 733 5566  
www.nwl.co.uk

### Question 4.3

#### Who bills the property for water services?

The property is billed for water services by:  
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR  
0345 733 5566  
www.nwl.co.uk

### Question 4.4

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

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

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.

### Question 4.5

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

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

1. Water and sewerage 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: Watering the garden, other by hand (this includes the use of sprinklers)  
Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

3. Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.



## Appendix 1

### 1. Interpretation

In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

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

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

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

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

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

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

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

(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

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

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

"lateral drain" means-

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

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

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

"maintenance period" means the period so specified in an adoption agreement as a period of time-

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

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

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

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-

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

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

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

(d) otherwise;

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

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

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

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

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

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

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



SAMPLE



particular customers;

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

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

## Drainage & Water Enquiry (Domestic) TERMS AND CONDITIONS

**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 Northumbrian Water Limited 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.

"the Regulations" means the Home Information Pack (No. 2) Regulations 2007.

### **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 scope and limitations of the Report are described in paragraph 2 of 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. 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 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 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 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 which require the provision of drainage and water information pursuant to the provisions of the Regulations 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 but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

### **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 enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

4.6 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 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 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations

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

*Residential DW Terms and Conditions - HIPs Revisions - Version 1.3*