

Commercial Drainage and Water Enquiry

Property

**The Former Jacksons
Vehicle Dismantlers
Barmston Road
Beverley
East Riding of Yorkshire
HU17 0LA**

Customer Ref

SF29533836000

Customer

Searchflow

Our ref

OR-43066-F2B3D4

Date Completed

24 November 2020

Search compiled by
Yorkshire Water Services Ltd. T/A
Safe-Move
P.O. Box 99, Bradford, West Yorkshire,
BD3 7YB

Telephone 08001385385
Email: safemove@yorkshirewater.com

Red indicates a situation which requires your attention, amber may have implications depending on your clients' circumstances and green is a typical response for a residential enquiry.

Question	Status	Answer
1.1. Please include a copy of an extract from the public sewer map	Green	Included
1.2. Please include a copy of an extract from the map of waterworks	Green	Included
2.1. Does foul water from the property drain to a public sewer?	Green	Yes
2.2. Does surface water from the property drain to a public sewer?	Green	Yes
2.3. Is a surface water drainage charge payable?	Green	Yes
2.4. Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Green	No
2.4.1. Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	Green	No
2.5. Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Amber	See report
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?	Green	No
2.6. Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement under Section 104 of the Water Industry Act 1991?	Green	No
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?	Green	No
2.8. Is the property at risk of receiving low water pressure or flow?	Green	No
2.9. Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	Amber	See report
3.1. Is the property connected to mains water supply?	Green	Yes
3.2. Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Green	No
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?	Green	No
3.4. Is the building at risk of internal flooding due to overloaded public sewers?	Green	No
3.5. What is the classification of the water supply for the property?	Amber	See report
3.6. Is there a meter installed at this property?	Green	Yes
3.7. Please include details of the location of any water meter serving the property.	Green	External
4.1.1. Who is responsible for providing the sewerage services for the property?	Green	Yorkshire Water
4.1.2. Who is responsible for providing the water services for the property?	Green	Yorkshire Water
4.2. Who bills the property for sewerage services?	Amber	See report
4.3. Who bills the property for water services?	Amber	See report
4.4. Does the property have a trade effluent consent?	Green	No
5.1. Is there a Wayleave/Easement agreement giving Yorkshire Water Services Limited the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets? (additional to statutory rights) in respect of any public sewer or vested water main located within the boundary of the property/site?	Green	No
5.2. On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	Green	Included

As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes. For further details visit www.yorkshirewater.com/the-big-transfer.aspx

Safe-Move Complaints Procedure.

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

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

Our contact details are:

Safe-Move
PO Box 99
Bradford
BD3 7YB

free phone 0800 1 385 385
e mail: safemove@yorkshirewater.com

If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

If you raised a complaint you can expect the following as a minimum standard from us:

As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search reflect these changes. For further details visit www.yorkshirewater.com/the-big-transfer.aspx

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If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

If you raised a complaint you can expect the following as a minimum standard from us:

- We will listen to your complaint and do our best to resolve it immediately.
- If we cannot resolve it at the time , we will record the details of your complaint and we will investigate and contact you within 5 working days. We will confirm our response in writing if you request it.
- If we fail to provide you with a response within 5 working days will pay you £50.00 regardless of the outcome of your complaint.
- On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.
- If you want to liaise with a third party on your behalf, just let us know.

If we consider the complaint to be justified, you can expect the following from us:

- We will provide you with a revised search and undertake action within our control to put things right in line with the products terms and conditions.
- You will be kept informed of any actions required.
- Once you have our response, If you are still not satisfied with the outcome, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate.
- We'll let you know the outcome of your review, in writing, within 10 working days.
- If we cannot resolve your complaint, have failed to comply with the complaints procedure, or remain dissatisfied with the output of the review you can refer the Issue to an independent body of your choice.

Questions 1.1

Green

Please include a copy of an extract from the public sewer map

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

1. Public Sewers are those which Yorkshire Water Services has responsibility for.

Questions 1.2

Green

Please include a copy of an extract from the map of waterworks

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

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

Questions 2.1

Green

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

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

Questions 2.2

Green

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.

Questions 2.3

Green

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for this property.

1. Where surface water charges are payable but on inspection the householder believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
2. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

Questions 2.4

Green

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

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

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

Questions 2.4.1

Green

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 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.

1. Pumping stations installed before 1st July 2011 were transferred into the ownership of Yorkshire Water on 1st October 2016. Pumping stations installed after 1st July 2011 will remain the responsibility of the householder unless they are the subject of an adoption agreement.

Questions 2.5

Amber

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 indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, from the 1st October 2011 private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property however this should be verified with Yorkshire Water if required.

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently 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.

Questions 2.5.1

Green

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 a 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.

Questions 2.6

Green

Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement under Section 104 of the Water Industry Act 1991?

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

Questions 2.7

Green

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.

Questions 2.8

Green

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. It should be noted that low water pressure can occur from private water mains, private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.

Questions 2.9

Amber

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

The nearest sewage treatment works and its distance from the property is as shown in the public sewer map supplied. Irrespective of the distance to the sewage treatment works, factors such as the weather and wind direction may cause odour issues.

1. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.

Questions 3.1

Green

Is the property connected to mains water supply?

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

Questions 3.2

Green

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.

Questions 3.3

Green

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.

Questions 3.4

Green

Is the building 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.

Questions 3.5

Amber

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

The water supplied to the property has an average water hardness of 141.1 mg/l calcium and magnesium which is defined as very hard by Yorkshire Water and is river/borehole derived. As we have a grid system in place whereby we can move water round the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies. 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.

Hardness category	Calcium (mg/l)	Calcium carbonate (mg/l)	English Clarke degrees	French degrees	General German degrees
Soft	0 to 20	0 to 50	0 to 3.5	0 to 5	0 to 2.8
Moderately soft	21 to 40	51 to 100	3.6 to 7	6 to 10	2.9 to 5.6
Slightly hard	41 to 60	101 to 150	8 to 10.5	11 to 15	5.7 to 8.4
Moderately hard	61 to 80	151 to 200	10.6 to 14	16 to 20	8.5 to 11.2
Hard	81 to 120	201 to 300	15 to 21	21 to 30	11.3 to 16.8
Very hard	Over 120	Over 300	Over 21	Over 30	Over 16.8

Questions 3.6

Green

Is there a meter installed at this property?

Records indicate that there is a meter installed at this property.

Questions 3.7

Green

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 not within the dwelling house which is or forms part of the property, and in particular is located externally to the property.

Questions 4.1.1

Green

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

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is responsible for providing the sewerage services for the property.

Questions 4.1.2

Green

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

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is responsible for providing the water services for the property.

Questions 4.2

Amber

Who bills the property for sewerage services?

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

Questions 4.3

Amber

Who bills the property for water services?

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

Questions 4.4

Green

Does the property have a trade effluent consent?

The Company's records indicate that the property does not have a consent to discharge trade effluent under S118 of the Water Services Industry Act 1991 into the public sewerage system.

1. Trade effluent is defined by S141 of the Water Industry Act 1991 as 'any liquid, either with or without particles of matter in suspension in the liquid, which is wholly or partly produced in the course of any trade or industry carried on at the trade premises' but does not include domestic sewage. Trade premises are defined by S141 of the Water Industry Act 1991 as any premises used or intended to be used for carrying on any trade or industry'.
2. The boundary of the property has been determined by reference to the Ordnance Survey record.
3. The Company is not responsible for trade effluent sewers that connect the property to the public sewerage system, unless by written agreement. The property owner will normally have sole responsibility for the trade effluent sewer(s). These may pass through land outside the control of the seller. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
4. For historical reasons, the Company may not be aware of some agreements or consents that have been entered into by the local authority.
5. Prescribed trade effluent processes and substances shall be taken as those included in Schedule 1 of the 'Trade Effluents (Prescribed Processes and Substances) Regulations 1989 Statutory Instrument Number 1156 or any amendment or addition to the same.
6. 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 trade effluent sewers connecting the property to the public sewerage system.

Questions 5.1

Green

Is there a Wayleave/Easement agreement giving Yorkshire Water Services Limited the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets? (additional to statutory rights) in respect of any public sewer or vested water main located within the boundary of the property/site?

Records indicate there is no Wayleave/Easement relating to any public sewer or vested water main located within the boundary of the property/site. However, as records may be incomplete we recommend that verification is always sought from the vendor.

Questions 5.2

Green

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

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

Appendix 1

General Interpretation

1. (1) In this Schedule—

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

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

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

yards appurtenant to buildings within the same curtilage;

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

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

“lateral drain” means—

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

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

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

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

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

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

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

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

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

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

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

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

(d) otherwise;

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

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

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

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

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

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

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

“water main” means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for

the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

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

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

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

COMMERCAL DRAINAGE & WATER ENQUIRY TERMS AND CONDITIONS

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

1. Definitions

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

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

Order means any request completed by the Customer requesting the Report;

Property means the address or location supplied by the Customer in the Order;

Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and

SafeMove means Yorkshire Water Services Limited (company number 02366682) trading as "SafeMove".

2. Agreement

- 2.1 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.
- 2.2 The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

3. The Report

- 3.1 The Report is produced only for use in relation to property transactions where the intended use of the property is not as a single residential domestic property or not land and buildings being or to be developed as a single residential domestic property and cannot be used for circumstances outside this remit. SafeMove shall have no liability should the Report be used otherwise than for its intended purpose.
- 3.2 Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-
 - 3.2.1 The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer and/or the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Customer and/or the Client.
 - 3.2.2 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.
 - 3.2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
- 3.3 The Report may contain opinions or general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4 Subject to clause 2.1, SafeMove accepts responsibility for the type and location of apparatus contained within the Report. However, SafeMove advise that exact positions and depths should be obtained by excavation trial holes and the Report must not be relied on in the event of excavation or other works made in the vicinity of Yorkshire Water apparatus without seeking further advice.

4. Liability

- 4.1 Safemove shall not be liable to the Customer and/or Client for any failure defect or non- performance of its obligations arising from any failure caused by circumstances beyond the reasonable control of SafeMove.
- 4.2 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.
- 4.3 The Report is produced for use as defined in clause 2.1. If used for any other purpose SafeMove shall have no liability for any loss suffered. When the Report is used for the purpose described in clause 2, SafeMove's entire liability (except to the extent provided by clause 4.6) in respect of all losses 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 10,000,000 (ten million pounds). SafeMove shall not be liable for any losses in relation to the Report if it is used for non land-only transactions or residential searches.
- 4.4 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:
 - 4.6.1 death or personal injury resulting from negligence;
 - 4.6.2 fraud or fraudulent misrepresentation; or
 - 4.6.3 any other losses which cannot be excluded by law.

5. Copyright and Confidentiality

- 5.1 The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided
- 5.2 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.
- 5.3 The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 5.4 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.
- 5.5 The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.

6. Payment

- 6.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by SafeMove, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with SafeMove for payment for Reports, SafeMove must receive payments for Reports in full before the Report is produced.

7. General

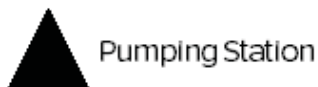
- 7.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report
- 7.4 In the provision of the services, SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 2018/General Data Protection Regulation and other applicable laws.
- 7.5 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.

Property Identifier



Sewer Legend

	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Rising Main
	Overflow Sewer		Abandoned Sewer
	Syphone Sewer & Vacuum Sewer		



Pumping Station



Public Sewer Treatment Works

Water Legend

	Water Main 4" and below
	Water Main 4" and above
	Raw Water Main
	Private Water Main
	Fire Hydrant
	Pumping Station

