

Drainage & Water Search (CON29DW)



Search Details

Prepared for: Nicholson Portnell

Matter: SEJ/WOO0925

Client address: Priestpopple House, Priestpopple, Northumberland, NE46 1PL

Property:

Red Lion House, Humshaugh, Hexham, NE46 4ES

Water Company:

Northumbrian Water Ltd

PO Box 300, Durham, DH1 9WQ

Date Returned:
18/11/2020

Property type:
Residential

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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.

RED LION HOUSE
.
HUMSHAUGH
HEXHAM
NE46 4ES

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:

Suzanne Jones of Northumbrian Water.

This was requested on 17/NOV/2020 and completed on 18/NOV/2020.

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

Cancellations

We understand that from time to time you may find it necessary to cancel a search after it has been ordered. As soon as you realised that the search is no longer required, please let us know - email us as propertysolutions@nwl.co.uk or call us on 0370 241 7408 to discuss individual cases.

We will stop working on your search and the order will not be completed or dispatched to you.

Cancellations that are requested on the same working day as the order is submitted to us will not be charged.

Cancellation requests that are requested after one working day or more and have not been completed or returned to you will not be charged.

CON29DWs which have been completed and returned to you will be charged at full price.

If you have any questions about making a cancellation, please contact our team on 0370 241 7408.

Complaints

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.

Email: propertysolutions@nwl.co.uk
Telephone number: 0370 2417 408
DX DX 717042
Durham 21

We are members of DWSN, the industry body for those companies responsible for compiling responses to the Law Society's CON29DW enquiry. We comply with DWSN standards that provide consumer protection and ensures good practice in this critical area of property information.





Our Guaranteed Standards

As a minimum standard Northumbrian Water Property Solutions will -

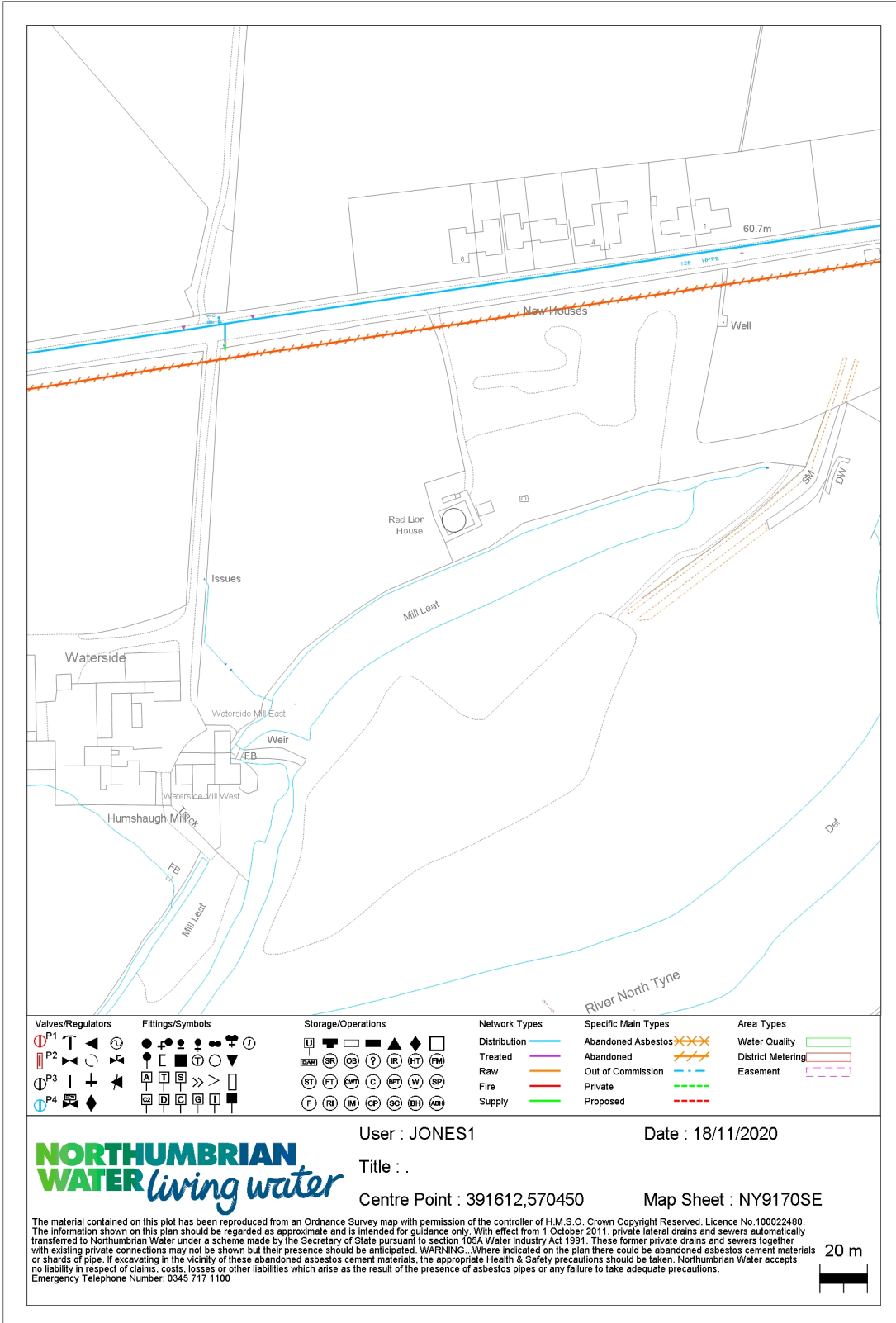
- . Endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will take details to research and investigate the matter further and get back to you within 10 working days.
- . Liase at your request with anyone acting formally on your behalf.
- . 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 andalso 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:

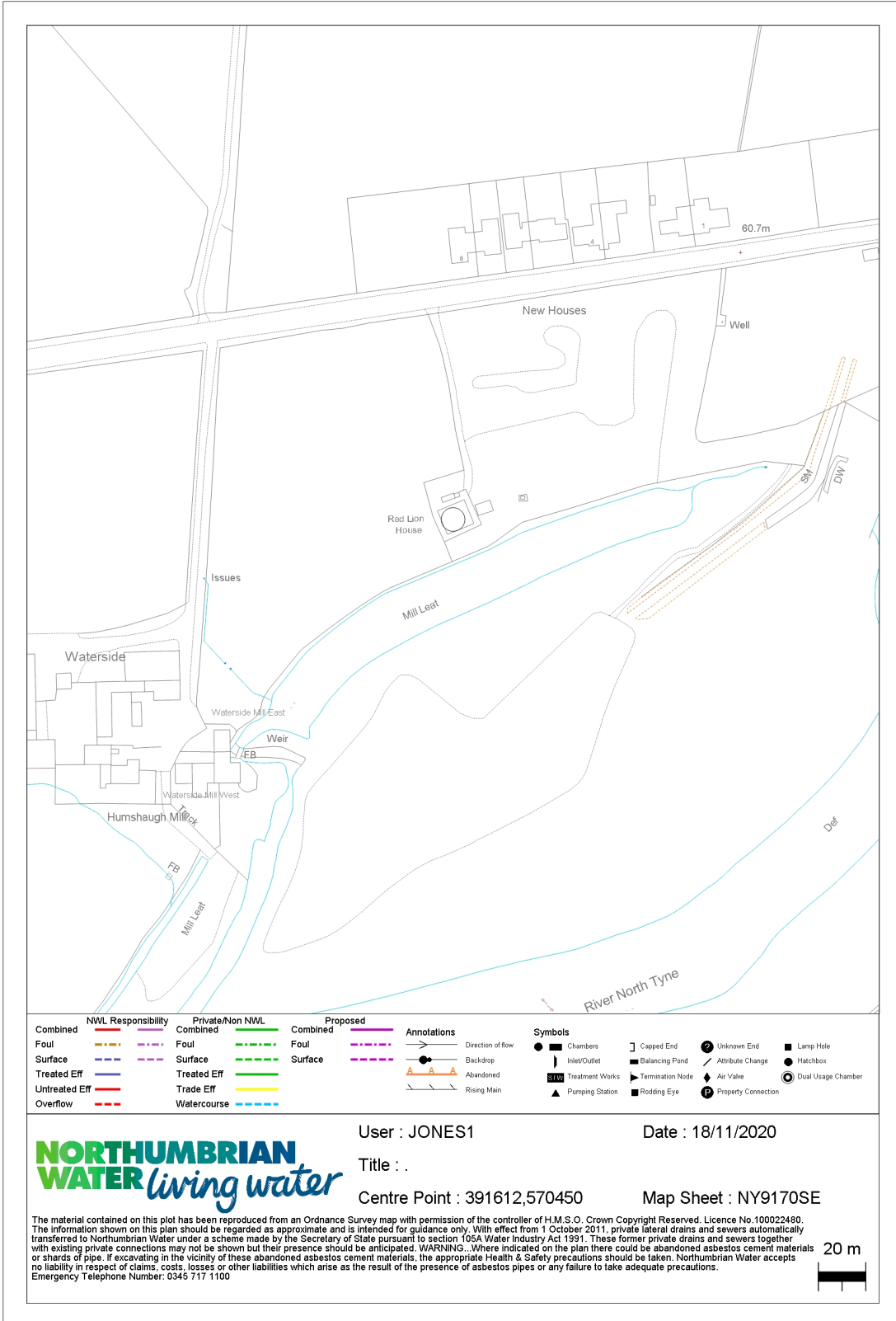
The Property Ombudsman
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2PB
Telephone: 01722 333 306
www.tpos.co.uk



ORDER SUMMARY

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





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 does not drain to a public sewer.

1. 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.

Question 2.2

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

Records indicate that surface water from the property does not drain to a public sewer.

If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System.

Further information may be available from the Developer or Question 3.3 of the CON29R from the local authority from 4th July 2016.

1. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Question 2.3

Is a surface water drainage charge payable?

Records indicate that a surface water drainage charge is not applicable at this property.

If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System.

Further information may be available from the Developer or Question 3.3 of the CON29R from the local authority from 4th July 2016.

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 no public sewers, disposal mains or lateral drains within the boundaries of the property. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. 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 indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property.

1. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
2. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

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 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 0.45 kilometres North Easterly of the property. The name of the sewage treatment works is Humshaugh 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 BS806-3 or Institute of Plumbing handbook.

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

4. Allowable exclusions

The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply:

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported low pressure figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

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

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Fire fighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

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



Question 3.5

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

The water supplied to the property has an average water hardness of 24 mg/l Calcium which is defined as Moderately Soft by Northumbrian Water.

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

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

Question 3.6

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

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

1. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.co.uk

Question 4.1.1

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

Northumbrian Water are not responsible for providing sewerage services for the property. It is recommended that the situation is checked with the vendor.

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 not billed for sewerage services.



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 the rateable value of the property of £132 and the charge for the current financial year is £173.04;

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.

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



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 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 (known as the CON29DW) prepared by The Company providing drainage and water information in relation to a Residential 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 scope and limitations of the Report are described in paragraph 2 of these terms, and the liability of The Company is subject to the provisions of paragraph 3. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

1.2 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, and The Company shall be entitled to rely on this notwithstanding any failure on the part of the Customer to comply with paragraph 1.1 above.

The Report

2.1 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:-

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

2.3 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability 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.

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

2.5 The Report provides information as to the location & connection of existing services and other information required to complete the CON29DW enquiry form 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 and The Company will only accept liability for opinions or general advice given by it as originally set out in the Report and not for any interpretation of the same by any other party.

2.6 In providing You with this Report, we will comply with the Drainage and Water Searches Network (DWSN) Standards.

Liability

3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.

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

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to a CON29DW enquiry form and cannot be used for non domestic properties, development of land, commercial development of domestic properties or commercial properties for intended occupation by third parties. Where you require a report of a non domestic property, development of land you can order a different report from us with different terms that shall apply

3.4 No disclaimer contained in any map included within the Report shall limit The Company's liability under these terms, and The Company accepts full liability for the Report as originally supplied by it subject only to these terms.

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

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

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report. Neither you nor anyone else you provide the report to may reproduce the maps without paying for a separate license from Ordnance Survey.

4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with The Company.

General

6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

6.3 Nothing in these terms 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 The Report is supplied subject to these terms and conditions which cannot be varied or amended without the specific agreement in writing of The Company referring to this paragraph.

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

6.6 The enquiries in the report are protected by copyright by the Law Society of 113 Chancery Lane, London, WC2A 1PL and must not be used for any purpose which is not expressly set out in these Terms

6.7 Northumbrian Water offer a robust complaints procedure which can be found in this Report or on our website www.nwpropertiesolutions.co.uk