

Document Title: Flood Risk Assessment

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Contents

- 1 Introduction
- 2 Existing Site
- 3 Proposed Development
- 4 Planning Policy
- 5 Flood Risk
- 6 Structural Waterproofing
- 7 Conclusion

Appendices

- A Proposed Architectural Drawings
- B Thames Water Asset Searches



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1 Introduction

The site is located at 11 Rylett Crescent in the London Borough of Hammersmith and Fulham and has a site area of approximately 338m². The latest Environment Agency flood zone map shows the site is located within defended Flood Zone 3 of the River Thames therefore a flood risk assessment is required for any planning application submitted.

The risk of flooding to the site will be assessed in accordance with the technical guidance to the National Planning Policy Framework (NPPF) and the planning guidance for flood risk and coastal change.

This report has been prepared for Mr R Radcliffe for their undertaking. AMA Consulting Engineers do not extend a duty of care to third parties who should satisfy themselves on the proposals or otherwise.

2 Existing Site

11 Rylett Crescent is a classic London two storey semi-detached property of its period. It is formed with loadbearing brickwork party and perimeter walls with timber joist floors. Bay window projections exist at ground and first floor levels. There is an existing small part basement located under the entrance hall and stair.



Figure 1: Aerial View of Site Boundary

3 Proposed Development

The proposed development involves rear and side extension at ground floor level with demolition of the existing rear and flank walls to create an open kitchen/dining area.

The existing basement shall be lowered and extended over the full plan area of the property. A new lightwell to the front of the house will be formed to allow natural light into the basement. The basement will also extend in line with the external flank wall and project beyond the existing outrigger rear wall. Internal modifications to the house will include repositioning of openings and moving several internal walls.

4 Planning Policy

London Plan – Policy 5.12 – Flood Risk Management

Strategic

A The Mayor will work with all relevant agencies including the Environment Agency to address current and future flood issues and minimise risks in a sustainable and cost-effective way.

Planning Decisions

B Development proposals must comply with the flood risk assessment and management requirements set out in the NPPF and the associated technical guidance on flood risk over the lifetime of the development and have regard to measures proposed in Thames Estuary 2100 (TE2100 – see paragraph 5.55) and Catchment Flood Management Plans.

C Developments which are required to pass the Exceptions Test set out in the NPPF and the technical guidance will need to address flood resilient design and emergency planning by demonstrating that:

- a – the development will remain safe and operational under flood conditions
- b – a strategy of either safe evacuation and/or safely remaining in the building is followed under flood conditions
- c – key services including electricity, water etc will continue to be provided under flood conditions
- d - buildings are designed for quick recovery following a flood

D Development adjacent to flood defences will be required to protect the integrity of existing flood defences and wherever possible should aim to be set back from the banks of watercourses and those defences to allow their management, maintenance and upgrading to be undertaken in a sustainable and cost effective way.

LDF Preparation

E In line with the NPPF and the technical guidance, boroughs should, when preparing LDFs, utilise Strategic Flood Risk Assessments to identify areas where particular flood risk issues exist and develop actions and policy approaches aimed at reducing these risks, particularly through redevelopment of sites at risk of flooding and identifying specific opportunities for flood risk management measures.

Borough Wide Strategic Policy – CC2 – Water and Flooding

The council will expect all development to minimise current and future flood risk and the adverse effects of flooding on people. In particular:

- all development at risk of flooding should be subject to a site-specific flood risk assessment, appropriate to the scale and type of development;
- development within the High and Medium Residual Risk areas should assess the type

and severity of flood risk and manage the residual flood risks

- contributions from development proposals will be required to assist in mitigation and/or relief measures which will reduce the overall risk of flooding; and
- development adjoining the river will be expected to maintain the integrity of river defences and setback development in order to allow the maintenance and improvement of the defences.

In addition, the council will strive to reduce the risk of flooding from surface water and foul water and its contribution to fluvial flooding by requiring development proposals to include appropriate sustainable drainage systems and systems to reduce the amount of water discharged to the foul water drainage.

Sequential and Exception Tests

The National Planning Policy Framework (NPPF) states that “applications for minor development and changes of use should not be subject to the Sequential or Exception Tests but should still meet the requirements for site specific flood risk assessments”.

The proposed development is classified as minor development so the Sequential Test or Exception Test do not apply for this site.

5 Flood Risk

5.1 Fluvial and Tidal Flooding

The latest Environment Agency flood zone maps show (Figure 2) that the site is located in defended Flood Zone 3 of the River Thames and benefits from flood defences.

The technical guidance document to the National Planning Policy Framework states that “this zone comprises land assessed as having a 1 in 100 or greater annual probability of river flooding (>1%), or a 1 in 200 or greater annual probability of flooding from the sea (>0.5%) in any year”. Therefore, a site-specific flood risk assessment is required to accompany a planning application for the site. There is a residual risk from failure of the flood defences which will be discussed in section 5.1.1 in more details.

5.1.1 Residual Risk

The Hammersmith & Fulham SFRA included breach modelling locations chosen in consultation with the Environment Agency (Appendix B). These locations have specifically been selected to represent the areas where the breach would have the most significant consequences and provide thorough overview of the flood risk across the entire borough. The 1 in 200 year and 1 in 1000 year return period events were used for the breach analysis.

Figure 3 shows the maximum Tidal Breach Depth for the area. It highlights that if the defence did breach at this location, the flood water would not reach the site. Therefore, the risk of flooding from fluvial and tidal sources is considered to be low.

5.2 Flooding from Groundwater

The underlying the Kempton Park Gravel Member is identified as a Secondary (A) aquifer with the London Clay Formation identified as unproductive. These permeable layers are capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers.

Figure 4 from The Hammersmith & Fulham SFRA confirms that the risk from ground water flooding at the site is defined as low. The basement construction will need to be designed for water and buoyancy retention.

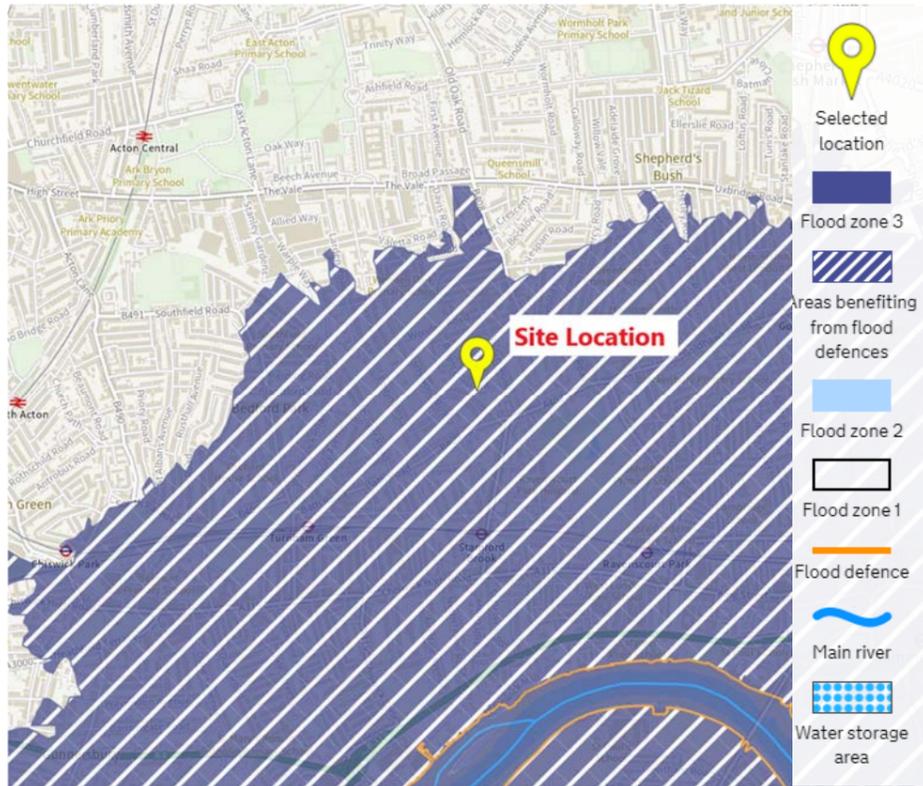


Figure 2: EA Flood Zone Map

5.3 Flooding from Sewers

Sewer flooding generally results in localised short-term flooding caused by intense rainfall events which overload the capacity of the sewers. Flooding can also occur because of blockage, poor maintenance, or structural failure. Figure 5 confirms that the site location is at the lower scale of risk for the borough, the risk appears to increase with a general southern trajectory coinciding with lower terrain levels. Therefore, the risk of flooding from sewers is considered to be low.

5.4 Flooding from Surface Water

The Hammersmith & Fulham SFRA surface water flood zone maps show that the site is in an area of low risk for a 1 in 100 year event (Figure 6). The topographic survey shows that if surface water was near the site, it would be conveyed within the road carriage along the kerb to the west. Therefore, the risk of flooding from surface water is considered to be low.

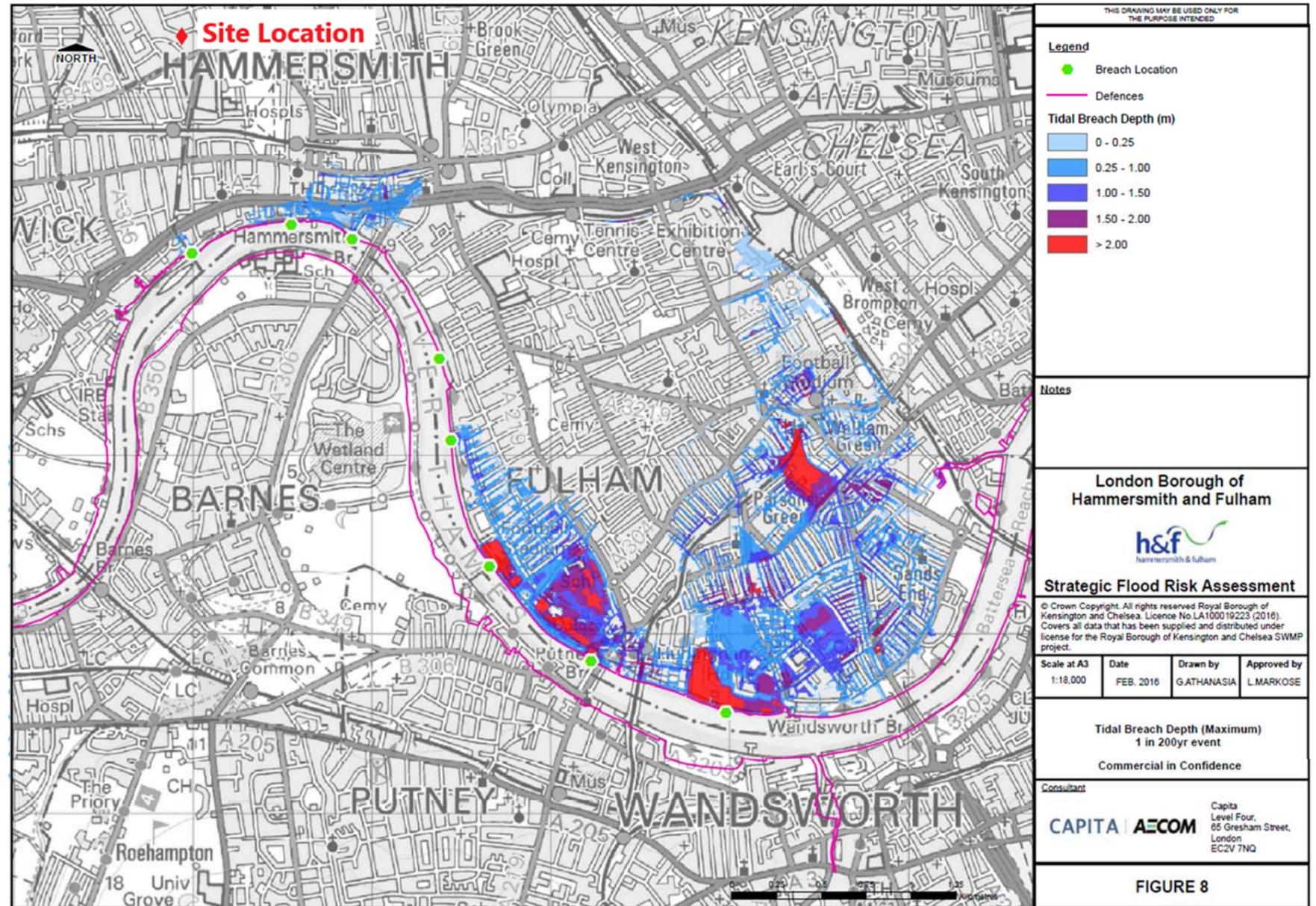


Figure 3: River Thames Tidal Breach Depth Map (Maximum)

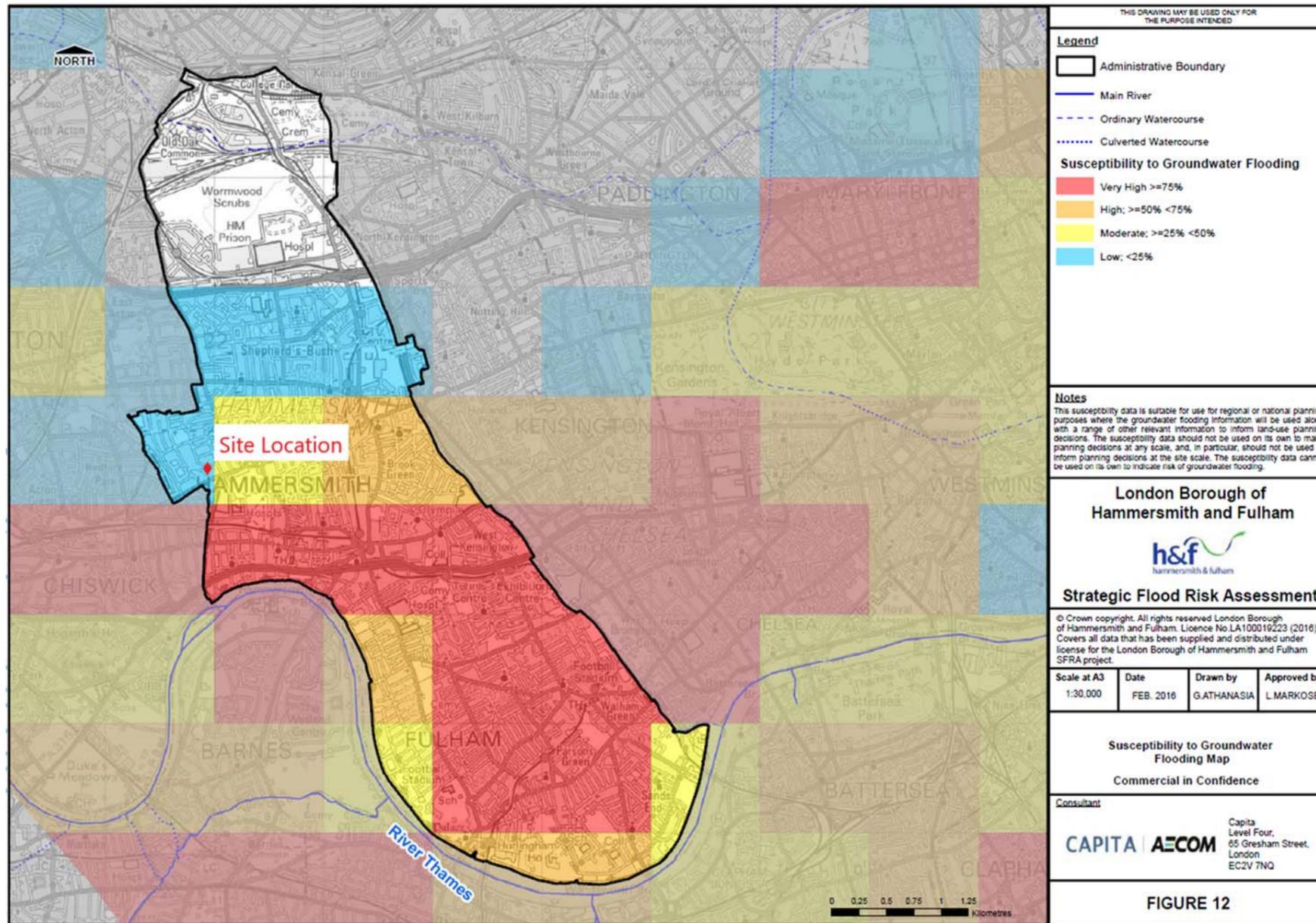


Figure 4: Susceptibility to Groundwater Flooding Map

5.5 Flooding from Reservoirs and Artificial Water Sources

There are no artificial water sources in close proximity to the site which pose a risk of flooding. The site is not in an area at risk of reservoir flooding. Therefore, the risk of flooding from reservoirs and artificial water sources is considered to be low.

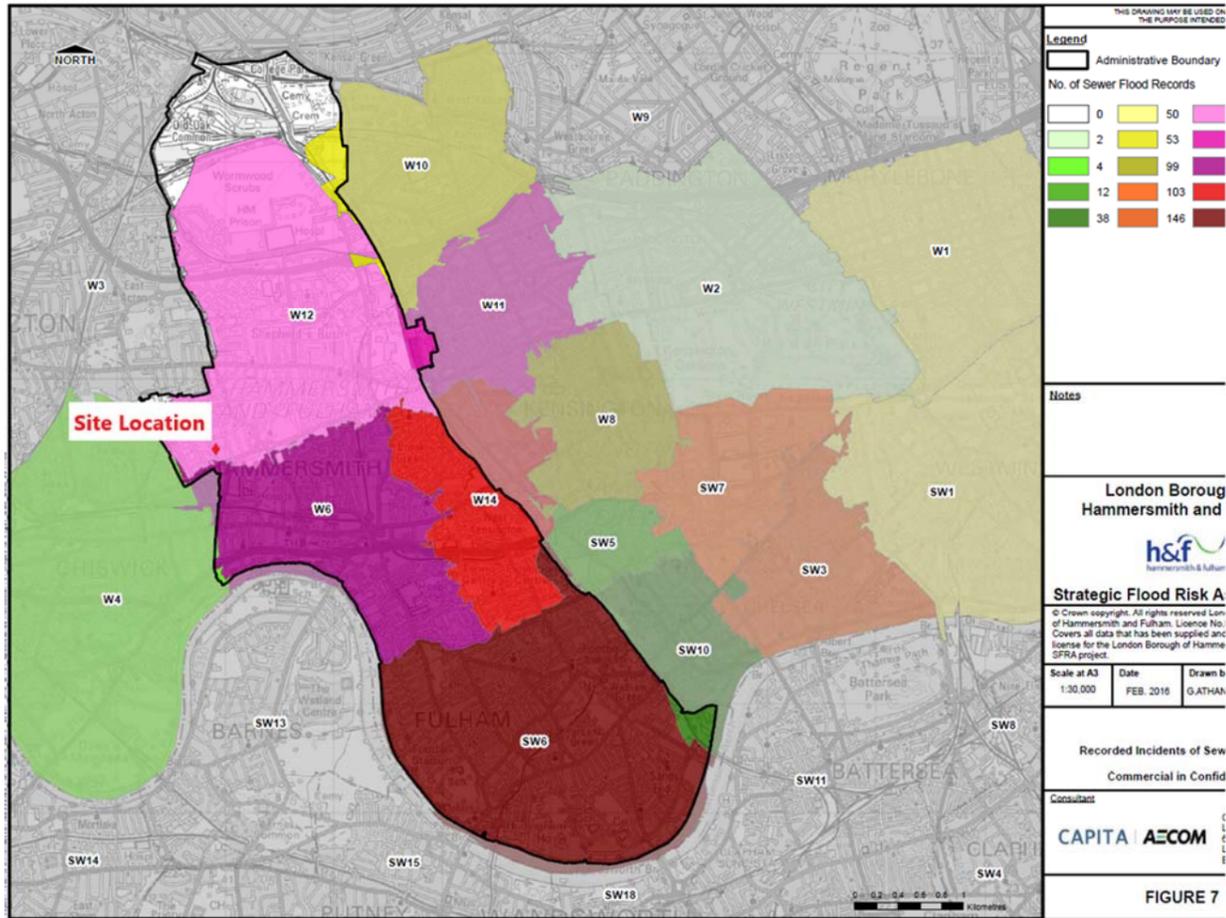


Figure 5: Sewer Flooding Map

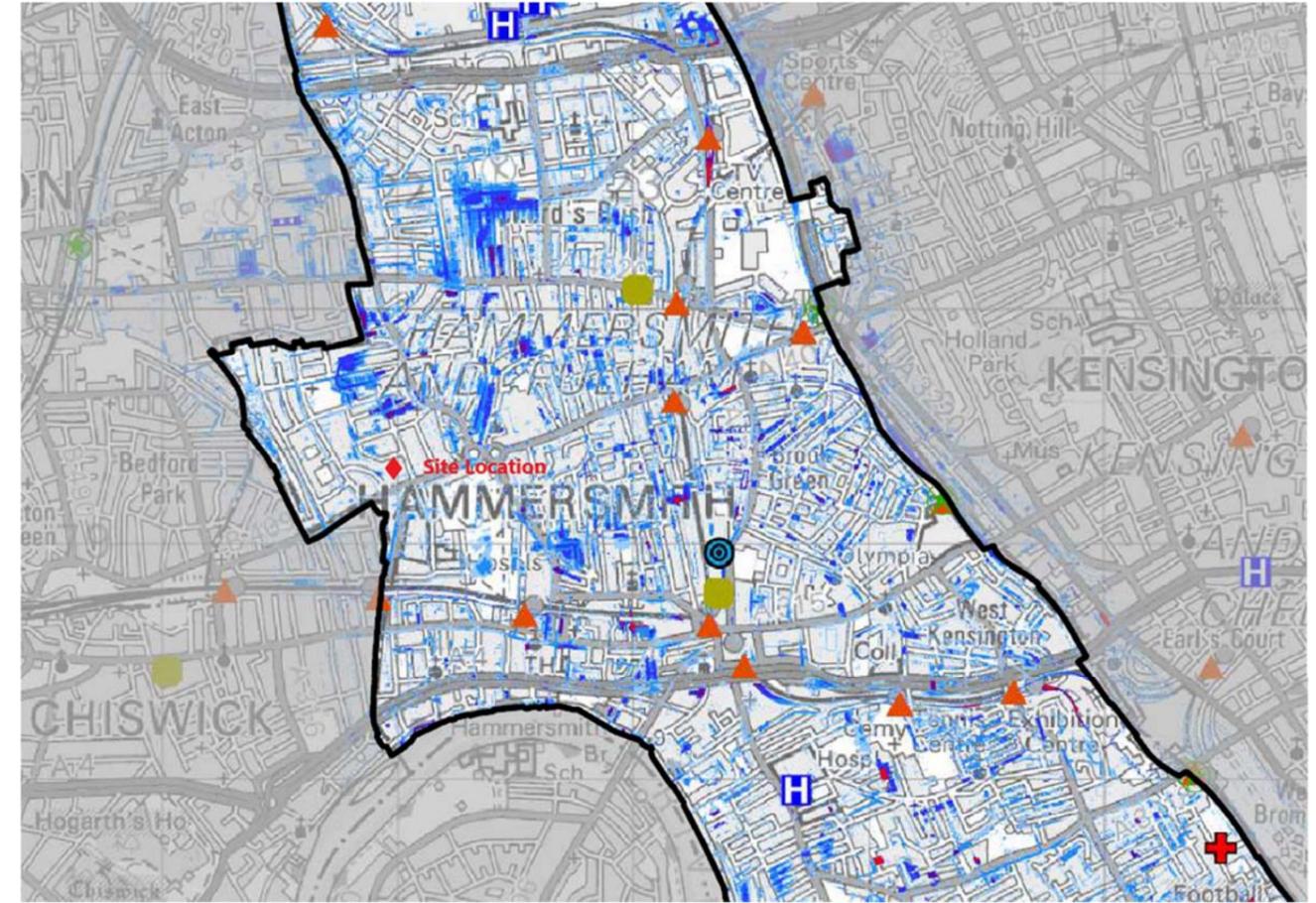


Figure 6: Surface Water Flooding Map

6 Structural Waterproofing

The structural waterproofing of the basement will be designed in accordance with BS 8102: 2009 the code of practice for protection of structures against water from the ground. The basement will be providing ventilated residential accommodations and as such will be classified as 'Type 3' grade of environment. The proposed system to achieve this will be the fitting a cavity drain structure built inside a minimum 200 mm concrete 'box' with damp proof membrane. This system achieves the requirements of BS 8102:2009 as set out below:

6.1 Grade of Environment

Grade	Basement Usage	Performance level	Form of construction	Comment
3 (habitable)	Ventilated residential and working areas including offices, restaurants etc., leisure centres	Dry environment	Type C. With wall and floor cavity and DPM	Careful supervision of all stages of construction is necessary. Membranes can be applied in multi-layers with well lapped joints

Type C (Drained protection)

Constructed from structural concrete (including diaphragm walls) or masonry to minimize the ingress of water. Any moisture which does find its way into the basement is channelled, collected and discharged within the cavity created through the addition of the inner skin to both walls and floor. Vapour transmission may be prevented by ventilation of the cavity and by providing an effective damp proof membrane over the under drained floor.

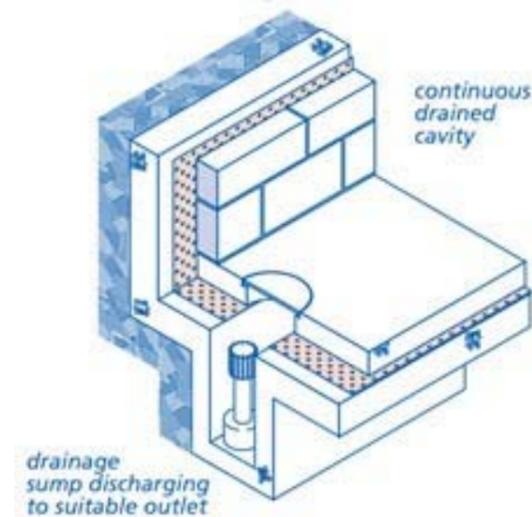


Figure 7 - Type C structure - drained cavity

6.2 Water Efficiency Measures

In order to improve water efficiency, Thames Water have made available free water saving devices which can be included within the proposed development in line with Local Policy DM H3 (Reducing water use and the risk of flooding).

A non-return valve will be fitted before the outfall discharges to the public sewer in Rylett Crescent in accordance with BS EN 13564-1:2002.

6.3 Sustainable Urban Drainage Systems (SuDS)

Water butts are proposed as these will allow rain water to be used for watering the garden and external cleaning purposes.

Save in the shower

Our showerheads or Showersave attachment could save a family of four up to £91 per year. They're super easy to fit, with no loss of power.



Savings on tap

Simple, but clever, these handy little gadgets for your tap mix air with running water, saving you up to £16 per year - just from a tap!



And more...

Save money every time you flush the toilet with our fantastic Save-a-flush. This little gadget sits in your toilet cistern and reduces the amount of water each flush uses by around one litre, saving a family of four up to £18 per year. Or, why not take our four minute shower challenge, with our handy shower timer. Cutting your shower by a minute a day could save a family of four up to £52 per year.



Figure 8 - Water Efficiency Measures

7 Conclusion

This flood risk assessment has been prepared in accordance with the technical guidance to the National Planning Policy Framework (NPPF) and the planning guidance for flood risk and coastal change. The best available information has been used to assess each risk:

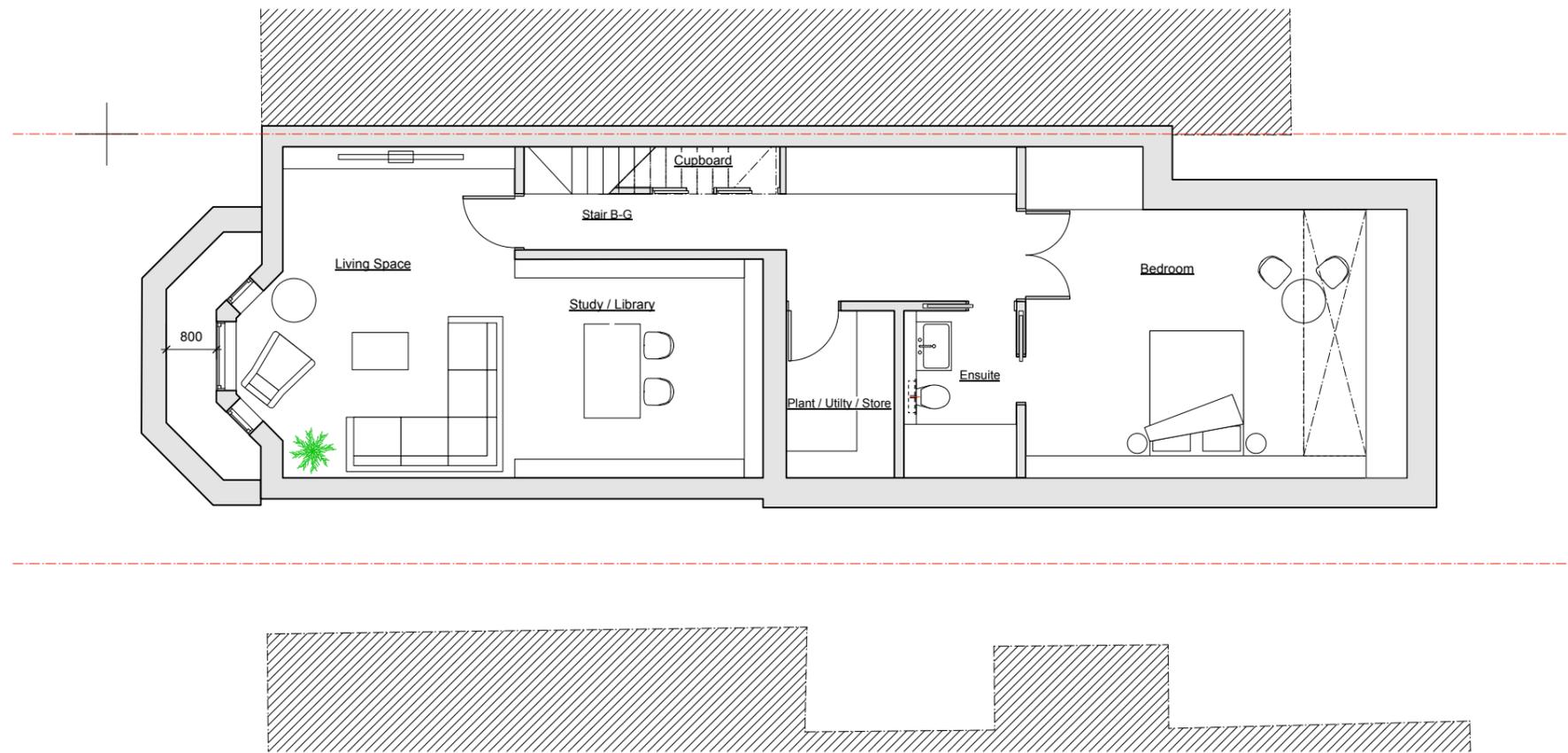
- Fluvial / Tidal Flooding (Low Risk)
- Residual Risk (Low Risk)
- Surface Water Flooding (Low Risk)
- Groundwater Flooding (Low Risk)
- Sewer Flooding (Low Risk)
- Reservoir Flooding and (Low Risk) Artificial Water Sources

Structural waterproofing measure will be incorporated to prevent flooding from groundwater and sewers.

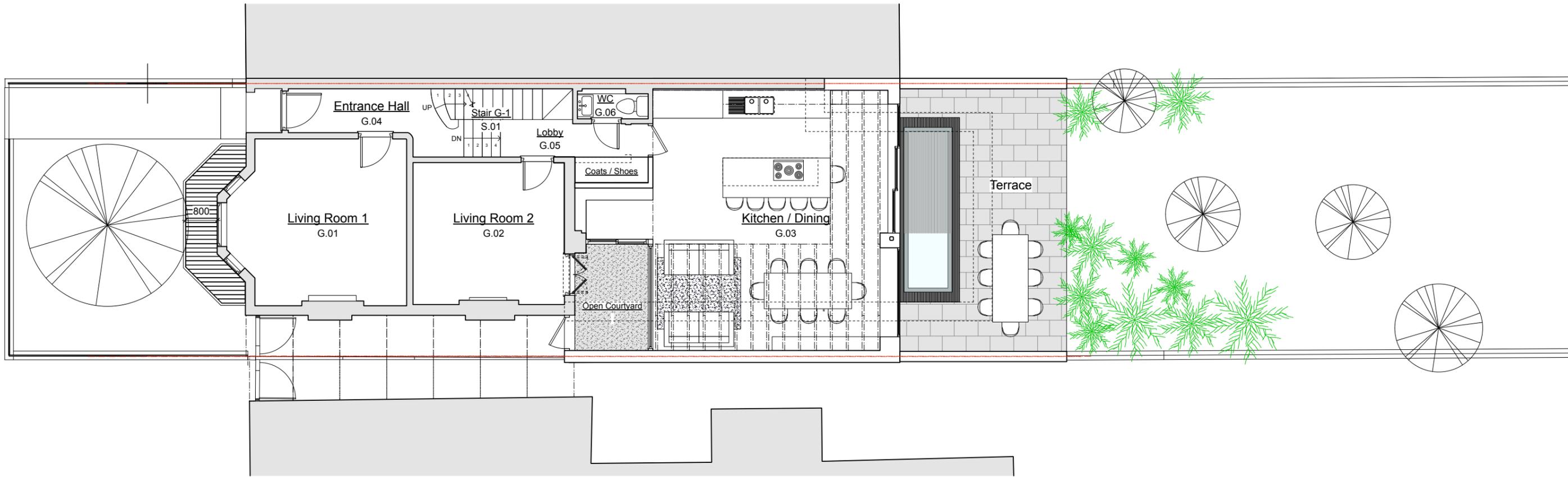
Appendix A

Proposed Architectural Drawings

Basement Plan



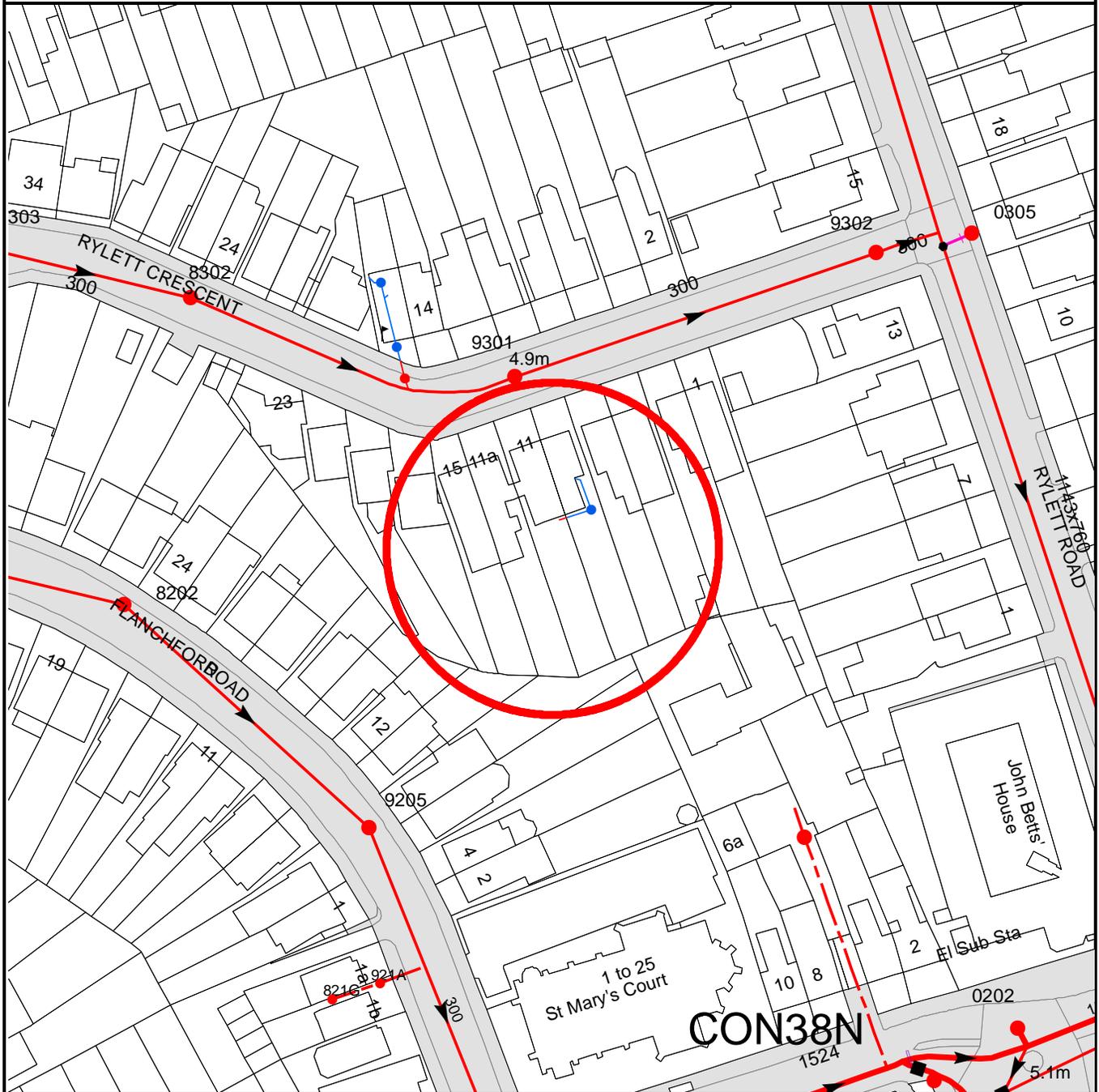
Ground Floor Plan



Appendix B

Thames Water Asset Searches

**Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS
Standard/2016_3248524**



The width of the displayed area is 200m

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.



Residential Drainage & Water Search Sewer Key

Public Sewer Pipes (Operated & Maintained by Thames Water)

-  **Foul Sewer:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water Sewer:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.
-  **Combined Sewer:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  **Trunk Sewer:** A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.
-  **Storm Overflow Sewer:** A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).
-  **Biosolids:** A sewer designed to convey sludge from one treatment works to another.
-  **Vent Pipe:** A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.
-  **Rising Main:** A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.
-  **Vacuum:** A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).
-  **Proposed Foul Sewer**
-  **Proposed Surface Water Sewer**

Other Sewer Types (Not Operated or Maintained by Thames Water)

-  **Foul Sewer:** Any foul sewer that is not owned by Thames Water.
-  **Surface Water Sewer:** Any surface water sewer that is not owned by Thames Water.
-  **Combined Sewer:** Any combined sewer that is not owned by Thames Water.
-  **Gulley:** A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.
-  **Culverted Watercourse:** A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.
-  **Abandoned Sewer:** A disused sewer. Usually filled with cement mixture or removed from the ground.

Other Symbols

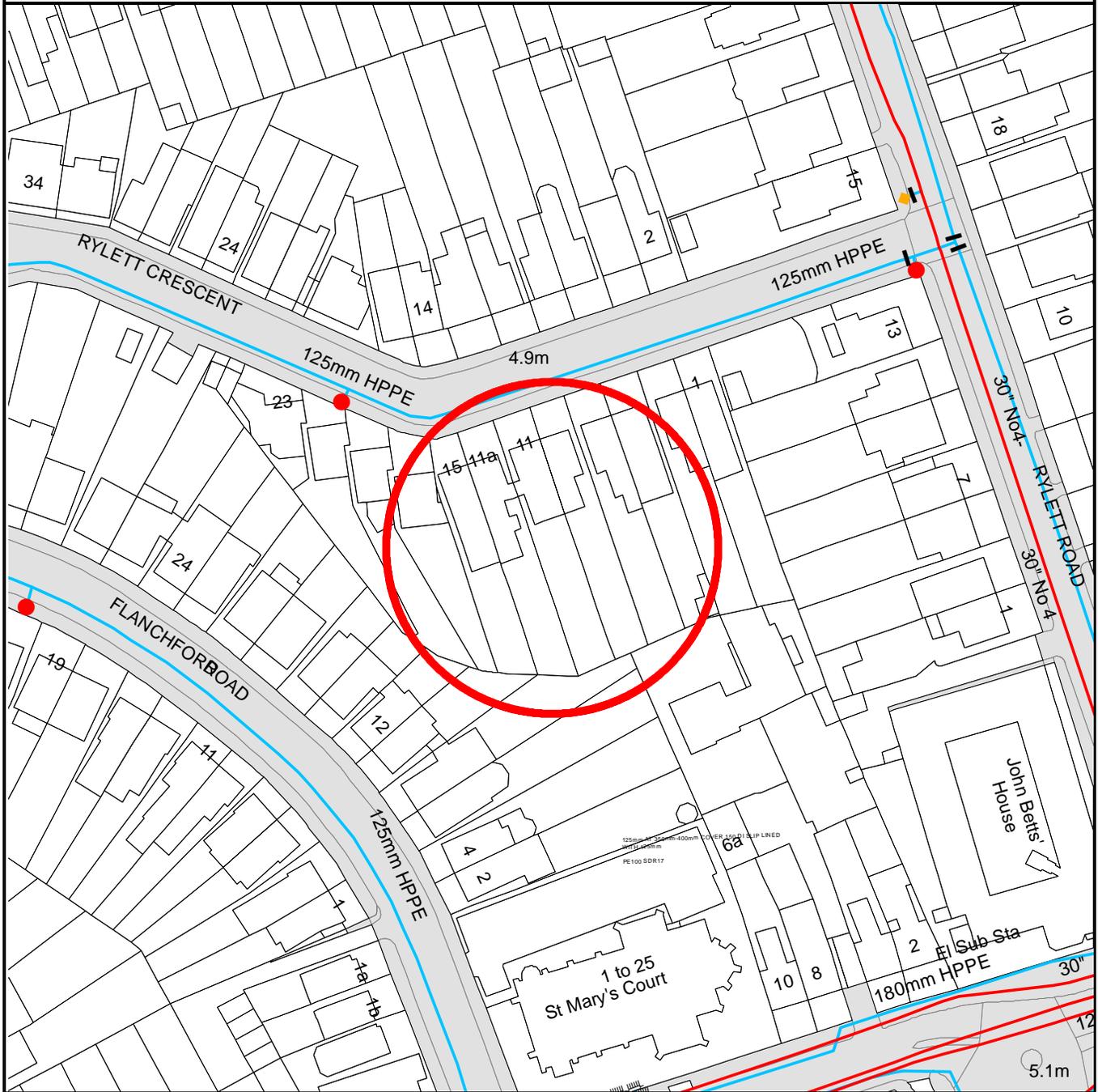
-  **Undefined Ends:** These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.
-  **Public/Private Pumping Station:** Foul or Surface water pumping station.

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.

- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 5) 'na' or '0' on a manhole level indicates that data is unavailable.
- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Searches on 0845 070 9148.

**Residential CON29DW Drainage & Water Search Water Map-DWS/DWS
Standard/2016_3248524**



The width of the displayed area is 200m

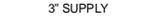
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

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Residential Drainage & Water Search Water Key

Public Water Pipes (Operated & Maintained by Thames Water)

-  **4" Distribution Main:** The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
-  **16" Trunk Main:** A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
-  **3" SUPPLY Supply Main:** A supply main indicates that the water main is used as a supply for a single property or group of properties.
-  **3" FIRE Fire Main:** Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
-  **3" METERED Metered Pipe:** A metered pipe indicates that the pipe in question supplies water for a single property or group of properties and that the quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
-  **Transmission Tunnel:** A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
-  **Proposed Main:** A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

Depth of Water Pipes (Normal Cover)

PIPE DIAMETER	DEPTH BELOW GROUND
Up to 300mm (12")	900mm (3')
300mm - 600mm (12" - 24")	1100mm (3' 8")
600mm and bigger (24" plus)	1200mm (4')

Pipe fittings and controls (Operated & Maintained by Thames Water)

-  **Hydrant:** A point on a water main which is used by the fire services or for operational purposes by Thames Water.
-  **Meter:** Used to measure water flowing through a water main for domestic metering or operational purposes by Thames Water.
-  **General Purpose Valve:** Valves allowing control of water flow or pressure within the system.
-  **Air Valve:** A valve which allows the release of trapped air within a water pipe.

Other Water Pipes (Not Operated or Maintained by Thames Water)

-  **Private Main:** Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and ownership of the pipe.
-  **Other Water Company or Unknown Main:** Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.

Note:

Most private pipe work and assets i.e. stopcocks, are not shown on our plans (in the past this information had not been recorded).

Appendix 1 - terms and expressions in this report

“the 1991 Act” means the Water Industry Act 1991**(1)**;

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000**(2)**;

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001**(3)**;

“adoption agreement” means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act**(4)**;

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

“lateral drain” means—

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

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act**(5)**;

“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**(6)**;

“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**(7)** 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**(8)**, 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**(9)**;

(b) by virtue of a scheme under Schedule 2 to the 1991 Act**(10)**;

(c) under section 179 of the 1991 Act(11); or

(d) otherwise;

“public sewer map” means the map made available under section 199(5) of the 1991 Act(12);

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

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

In this report, 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.

(1) 1991 c. 56.

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

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

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

(5) To which there are various amendments made by sections 102 and 104 by section 96 of the Water Act 2003.

(6) Inserted by section 56 of and Schedule 4 to the Water Act 2003.

(7) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.

(8) Section 106(1A) is inserted by section 99 of the Water Act 2003.

(9) 1989 c. 15.

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

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

(12) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

CON29DW 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 Thames Water who produces the Report.

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

'Report' means the drainage and/or water report prepared by The Company in respect of the Property.

'Property' means the address or location supplied by the Customer in the Order.

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

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

"Purchaser" means the actual or potential purchaser of the Property including their mortgage lender.

Agreement

1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.

1.1 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:-

1.2 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 produced and sent to the Client.

1.3 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.

1.4 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.

1.5 The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer the Client and the Purchaser The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

1.6 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes 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 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 are 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 supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

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

Copyright and Confidentiality

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided

4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data

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

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The 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 outside the context of the Report.

4.6 The Customer the Client and the Purchaser 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 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 or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients 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 the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

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

These Terms & Conditions are available in larger print for those with impaired vision.

Payment Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of Thames Water Utilities Ltd until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. Thames Water does not accept post-dated cheques-any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL`s terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law 'The Late Payment of Commercial Debts (Interest) Act 1998'.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at the discretion of the company for increased administration costs.

A copy of Thames Water's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0800 316 9800.

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to him at: Thames Water Utilities Ltd. PO Box 492, Swindon, SN38 8TU.

If the Goods or Services covered by this invoice falls under the regulation of the 1991 Water Industry Act, and you remain dissatisfied you can refer your complaint to Consumer Council for Water on 0121 345 1000 or write to them at Consumer Council for Water, 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 4AJ.

Ways to pay your bill

Credit Card	BACS Payment	Telephone Banking	Cheque
Call 0845 070 9148 quoting your invoice number starting CBA or ADS.	Account number 90478703 Sort code 60-00-01 A remittance advice must be sent to: Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW. or email ps.billing@thameswater.co.uk	By calling your bank and quoting: Account number 90478703 Sort code 60-00-01 and your invoice number	Made payable to ' Thames Water Utilities Ltd ' Write your Thames Water account number on the back. Send to: Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW or by DX to 151280 Slough 13

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Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Thames Water Property Searches, Clearwater Court, Vastern Road, Reading RG1 8DB, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practise and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE