

Order received: 8 November 2023
Order completed: 8 November 2023

Drainage and water enquiry

CON29DW Commercial

Order reference: LS/U1769039

Your reference: Sample

Search address:

Sample Sample
Sample
Sample
Sample

Ordered by:

Test 2023 Customer
1 Sample Street
Sample Town
Sample County
AB1 CD2

For enquiries regarding the information provided in this report, please contact the LandSearch team:

Email: searches@southernwater.co.uk

Web: www.southernwater.co.uk

LandSearch
Southern Water Services
Southern House
Yeoman Road
Worthing
West Sussex
BN13 3NX

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What you need to know about...

Private sewer transfer

On 1 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 may not reflect these changes.

For further information please visit our website: www.southernwater.co.uk/sewer-ownership-changes.

Records searched

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, water and sewerage records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Should the property not fall entirely within Southern Water's region, a copy of the records held by the relevant water company was searched.

Competition in the non-household retail market

From April 2017 non-household customers in England can choose their retailer. 'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including meter reading.

The 'wholesale' part of the water industry was not opened for competition in April 2017. This means Southern Water continues to look after the pipes and infrastructure for all its customers across Kent, Sussex, Hampshire and the Isle of Wight.

Moving

There can be a lot to do and remember when you're moving. Whether you are moving within our area, moving into our area or moving out of the area please let your retailer know.

Your order summary

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?	Yes
2.2	Does surface water from the property drain to a public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Yes
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?	Yes
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 any 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?	See answer
3.6	Is there a meter installed at this property?	Yes
3.7	Please include details of the location of any water meter serving the property.	See answer

Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Southern Water
4.1.2	Who is responsible for providing the water services for the property?	Southern Water
4.2	Who bills the property for sewerage services?	See answer
4.3	Who bills the property for water services?	See answer

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Your order summary continued

Other Information

5.1	Is there a consent on this property to discharge trade effluent under Section 118 of the Water Industry Act (1991) into the public sewerage system?	No
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Supplementary questions

6.1	Is there a wayleave / easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	Information unavailable
6.2	On the copy extract from the public sewer map, please show manhole covers, depth and invert levels where information is available.	Map provided

Maps

Public sewer map

Q. 1.1: Where relevant, please include a copy of an extract from the public sewer map.

A.: A copy of an extract from the public sewer map is provided.

Guidance Notes:

The Water Industry Act 1991 defines public sewers as those which the Company has responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purpose only.

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.

Map of waterworks

Q. 1.2: Where relevant, please include a copy of an extract from the map of waterworks.

A.: A copy of an extract of the map of waterworks is provided.

Guidance Notes:

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

The Company is not responsible for private supply pipes connecting the property to the public water main and does 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.

If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Drainage

Foul water

Q. 2.1: Does foul water from the property drain to a public sewer?

A.: The Company's records indicate that foul water from the property does drain to the public sewerage system.

Guidance Notes:

The Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

The copy extract will show known public sewers in the vicinity of the property. It should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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.

Surface water

Q. 2.2: Does surface water from the property drain to a public sewer?

A.: The Company's records indicate that surface water from the property does drain to the public sewerage system.

Guidance Notes:

The Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

The copy extract will show known public sewers in the vicinity of the property. It should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

In some cases company records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Company.

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.

Surface water drainage charge

Q. 2.3: Is a surface water drainage charge payable?

A.: Records confirm that a surface water drainage charge is applicable at this property.

Guidance Notes:

Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are applicable.

If on inspection the buyer finds that the property is not connected for surface water drainage, the buyer should contact their retailer.

Public sewers within the boundary of the property

Q. 2.4: Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

A.: The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from 1 October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property. It is therefore recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

Guidance Notes:

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

The presence of a public sewer within the boundary of the property may restrict further development within it.

Southern Water Services has a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of Southern Water Services or its contractors needing to enter the property to carry out work.

Please note if the property was constructed after 1 July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.

Public pumping station within the boundary of the property

Q. 2.4.1: Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

A.: 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.

Guidance Notes:

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

The presence of a pumping station within the boundary of the property may restrict further development within it.

Southern Water Services has a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of Southern Water Services or its contractors needing to enter the property to carry out work.

It should be noted that only private pumping stations installed before 1 July 2011 will be transferred into the ownership of Southern Water Services.

Public sewers near to the property

Q. 2.5: Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

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

Guidance Notes:

From 1 October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

The presence of a public sewer within 30.48 metres (100 feet) of a building within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between a building within the boundary of the property and the nearest public sewer.

Public pumping station near to the property

Q. 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?

A.: 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.

Guidance Notes:

The measure is estimated from the Ordnance Survey record, between a building within the boundary of the property and the nearest pumping station.

It should be noted that only private pumping stations installed before 1 July 2011 will be transferred into the ownership of Southern Water Services.

Public adoption of sewers and lateral drains

Q. 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?

A.: Records indicate that the sewers serving the development, of which this property forms part, are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

Guidance Notes:

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.

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.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

Any sewers and/or lateral drains within the boundary of the property are not the subject of an adoption agreement and remain the responsibility of the householder. Adoptable sewers are normally those situated in the public highway.

Building over a public sewer, disposal main or drain

Q. 2.7: Has the 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?

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

Guidance Notes:

Buildings or extensions erected over a sewer in contravention of Building Control may have to be removed or altered.

From 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have approved or been consulted about any plans to erect a building or extension on the property or in the vicinity of these.

Risk of flooding due to overloading public sewers

Q. 2.8: Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

A.: The building is not recorded as being at risk of internal flooding due to overloaded public sewers. From 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a building 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.

Guidance Notes:

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 the 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.

"At Risk" properties are defined as properties that have suffered or are likely to suffer internal flooding from the public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the sewerage undertaker's reporting procedure.

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

Buildings may be at risk of flooding but not identified where flooding incidents have not been reported to the sewerage undertaker.

Public sewers are defined as those for which the sewerage undertaker holds statutory responsibility under the Water Industry Act 1991.

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

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Sewage treatment works

Q. 2.9: Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

A.: The nearest sewage treatment works is 7.53 kilometres North West of the property. The name of the sewage treatment works is EASTRY WTW, which is the responsibility of Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.

Guidance Notes:

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.

The sewerage undertaker's records were inspected to determine the nearest sewage treatment works.

It should be noted that there may be a private sewage treatment works closer than the one detailed above that have not been identified.

Water

Connection to mains water supply

Q. 3.1: Is the property connected to mains water supply?

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

Guidance Notes:

The situation should be checked with the current owner of the property.

Details of private supplies are not kept by the water undertaker.

Water mains, resource mains or discharge pipes

Q. 3.2: Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

Guidance Notes:

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

The presence of a public water main within the boundary of the property may restrict further development within it.

Water undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the water undertaker or its contractors needing to enter the property to carry out work.

Adoption of water mains and services pipes

Q. 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?

A.: 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.

Guidance Notes:

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.

Risk of low water pressure or flow

Q. 3.4: Is the property at risk of receiving low water pressure or flow?

A.: Records confirm that the property is not recorded by the water undertaker as being at risk of receiving low water pressure or flow.

Guidance Notes:

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

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Water companies include 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). Refer to list below:

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

Planned maintenance: Companies exclude 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 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); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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.

Water hardness

Q. 3.5: What is the classification of the water supply for the property?

A.: The water supplied to the property has an average water hardness of 61 mg/l calcium carbonate which is defined as "Soft" by Southern Water.

Guidance Notes:

The hardness of water depends on the amount of calcium in it – the more it contains, the harder the water is.

There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: <http://www.dwi.gov.uk/>

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 explains how to convert mg/l calcium and mg/l calcium carbonate classifications.

To convert from:	to Clark degrees	to French degrees	to German degrees
mg/l calcium	multiply by 0.18	multiply by 0.25	multiply by 0.14
mg/l calcium carbonate	multiply by 0.07	multiply by 0.10	multiply by 0.056

Water meters

Q. 3.6: Is there a meter installed at this property?

A.: According to our records a meter is installed at the property.

Guidance notes:

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including water meter reading.

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

Water meter location

Q. 3.7: Please include details of the location of any water meter serving the property.

A.: Records indicate that the property is served by a water meter, which is not located within the property.

Additional meter information

No further information.

Guidance Notes:

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including water meter reading.

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

Charging

Sewerage undertakers

Q. 4.1.1: Who is responsible for providing the sewerage services for the property?

A.: Southern Water is responsible for providing the sewerage services for the property.

Guidance Notes:

The 'wholesale' part of the water industry did not open for competition in April 2017. This means that Southern Water continues to operate the network of pipes, mains and treatment works.

As a wholesaler, Southern Water sells sewerage services to the companies who enter the retail market. In some instances, wholesalers will still need to interact directly with customers. For example, customers will still contact Southern Water to report internal sewer flooding.

Water undertakers

Q. 4.1.2: Who is responsible for providing the water services for the property?

A.: Southern Water is responsible for providing the water services for the property.

Guidance Notes:

The 'wholesale' part of the water industry did not open for competition in April 2017. This means that water undertakers continue to operate the network of pipes, mains and treatment works.

As a wholesaler, water undertakers sell water services to the companies who enter the retail market. In some instances, wholesalers will still need to interact directly with customers. For example, customers will still contact water undertakers to report leaks.

Sewerage bills

Q. 4.2: Who bills the property for sewerage services?

A.: 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 the property please visit www.open-water.org.uk.

Guidance Notes:

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including meter reading.

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Water bills

Q. 4.3: Who bills the property for water services?

A.: 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 water services for the property please visit www.open-water.org.uk.

Guidance Notes:

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including meter reading.



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Other information

Trade effluent consents

Q. 5.1: Is there a consent on this property to discharge trade effluent under Section 118 of the Water Industry Act (1991) into the public sewerage system?

A.: The trader operating at this commercial property does not hold either a Trade Effluent Consent, or an acknowledgement of a trade effluent discharge, as issued by Southern Water.

Guidance Notes:

Please note, any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.

Any change of ownership from the current incumbent of a property will require the negotiation of a new trade effluent consent or a new acknowledgement between the new incumbent and Southern Water.

Supplementary questions

Wayleaves and easements

Q. 6.1: Is there a wayleave / easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

A.: Records relating to wayleaves / easements are not available for inclusion in this report.

Guidance notes:

This question relates only to private agreements between Southern Water acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement.

If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The Company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991.

Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question.

A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects.

We refer to "defined" assets for the following reasons: Often a contract may give Southern Water an express right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although Southern Water may need to rely on them from time to time, as we cannot map the rights accurately, we will answer "No" to this question.

Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.

Any error in answering this question is not to be regarded as a waiver of Southern Water's rights or title, or an agreement or representation that Southern Water is prepared to vary or discharge any of its rights or title.

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Manholes

Q. 6.2: On the copy extract from the public sewer map, please show manhole covers, depth and invert levels where information is available.

A.: A copy of an extract from the public sewer map is included which shows manhole cover, depth and invert levels where the information is available.

Guidance Notes:

The Water Industry Act 1991 defines public sewers as those which the Company has responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purpose only.

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.

The Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these.

The copy extract will show known public sewers in the vicinity of the property.

DISCLAIMER: These replies and information, including that shown on the enclosed plan(s), are given on the distinct understanding that neither the Company nor any of its representatives is legally liable for its accuracy or for any action or omission to act whatsoever by anyone on the strength of that information, save as to obvious error. In particular, any person proposing to construct or excavate on land on the basis of information hereby provided should carry out all necessary on-site investigations.



Appendix one: Terms and expressions

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

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

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

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

"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 31 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 sewerage 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 31 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(v);

"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(vi);

"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(vii) 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(viii), 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(ix);

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

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

(d) otherwise;

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

"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.

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.

(i) 1991 c.56.

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

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

(iv) 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.

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

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

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

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

(ix) 1989 c.15.

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

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

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

Appendix two: A guide to new development

The information contained below is for general guidance only. It is recommended that Southern Water's Developer Services department be contacted for further details concerning new infrastructure development.

Wastewater information

Sewer requisitions

It may be necessary for a developer to request that Southern Water provides a public sewer to connect a development site to the existing public system. The developer is responsible for the cost of the work, although a discount will be applied based on the future predicted income from the development served by the new sewer.

Sewer diversions

If a public sewer crosses private land, it may be possible for the landowner/developer to request the sewer be diverted. In the majority of cases Southern Water will allow the developer to undertake this work under close supervision. Whether Southern Water or the developer undertakes the diversionary works the costs are the responsibility of the developer.

Building-over sewers

Public sewers are afforded statutory protection and consequently there is no right to build over or in close proximity to a public sewer. If an existing public sewer either crosses a development site or is located in close proximity to a development site it is essential that a developer contact Southern Water.

Sewer connections

A developer can serve notice on Southern Water that it wishes to make a connection to the public sewerage system. The developer must provide 21 days' notice and the work will be supervised by Southern Water.

Water information

Water requisitions

It may be necessary for a developer to request that Southern Water provides both:

- (a) A public water main to connect a development site to the existing public system and,
- (b) On-site public water mains to serve the individual properties.

In both cases the developer is responsible for the cost of the work, although a discount will be applied based on the future predicted income from the development.

It is possible for the developer to lay the on-site mains themselves under a Self-Lay Agreement. Further details are available from Southern Water.

Water main diversions

The building over or in close proximity to public water mains is not permitted. A developer must request that Southern Water undertakes a diversion of a water main that is affected by a development.

Water connections

A developer can request a new connection to a public water main. This work will be undertaken by Southern Water.

Contact us

For specific information on Southern Water's Developer Services service, including details on how to contact the right person, please visit our website: www.southernwater.co.uk/developers-and-builders-overview.

Appendix three: CON29DW Commercial Terms and Conditions

1 Introduction

- 1.1 These Terms set out the terms which will apply in respect of any Orders You place with us for a (i) Report (as defined in clause 2.1 below) and/or (ii).
- 1.2 These Terms may need to be amended from time to time and have a publication date which will be updated when any changes are made. Every time You wish to place an Order, please check these Terms to ensure You understand the terms which apply at that time, as they may have changed since any earlier order You may have placed.
- 1.3 If You do not accept these Terms You must not place any Orders with us.
- 1.4 If You are trading as a business, it is also Your responsibility to ensure that prior to placing an Order on behalf of a Client, that You make Your Client aware of the Terms, and that they accept them.

2 Interpretations & Definitions

- 2.1 In addition to any defined terms, the following words shall have the following meanings:
- "Commercial Property" means the address(es) or location(s) of a commercial property provided by You when You place an Order.
 - "Report" means the report known as the "Commercial CON29DW" prepared by us providing drainage and water information in relation to a Commercial Property.
 - "Client" means the person, company or body (including where required, their mortgage lender) for whom You have agreed to supply one or more Reports in the normal course of Your business.
 - "Map" means any Ordnance Survey map (and any data contained therein) provided as part of the Services.
 - "Order" means any request for a Report made by You to us.
 - "Terms" means these terms and conditions for Commercial CON29DW enquiries and General Terms means any general commercial terms in effect between the parties.
 - 'You' and "Your" means the person, firm or company requesting the provision of property-related and company search information and reports from us.
 - 'We', 'Our' and 'Us' means Southern Water Services Limited, being a company registered in England and Wales with company number 2366670, and whose registered office address is at Southern Water Services LTD, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX, and whose principle place of trading is at Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.
 - 'Website' means <https://www.southernwater.co.uk/>
 - 'Services' means the provision of a Report.

3 Placing Orders and our Agreement

- 3.1 Your Order constitutes an offer by You to purchase Report(s) from us.
- 3.2 When You place an Order, You will receive an e-mail from us acknowledging that we have received Your Order but this does not mean we have accepted Your Order.
- 3.3 We may choose not to accept Your Order, but on the rare occasion that this may occur, we will aim to notify You within 24 hours. For the avoidance of doubt, no contract will exist between Us until we have expressly accepted Your Order.

4 Cancellation rights As a consumer

- 4.1 Where You are an individual consumer (and not acting for purposes wholly or mainly relating to Your trade, business, craft or profession), You have specific legal rights relating to cancellation of any Order You may place. You may cancel Your Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period")
- 4.2 To exercise the right to cancel, You must tell us of Your decision to cancel this contract by a clear statement.
- 4.3 Where You are ordering a Report as a consumer, due to Your cancellation rights, we will not process Your Order or provide the Report to You before the end of the Cancellation Period unless You provide Your express consent and You acknowledge that You will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.
- 4.4 In addition to these rights, where we are able to, we will cancel any Order in accordance with our cancellation policy, which can be found on our Website.

As a Business

- 4.5 The Cancellation Period does not apply to Your Order if You are placing the Order wholly or mainly for purposes relating to Your trade, business, craft or profession.
- 4.6 If You cancel Your Order other than in accordance with this clause You may be liable for fees as detailed in our cancellation policy at: [Drainage and water searches \(southernwater.co.uk\)](https://www.southernwater.co.uk/)

5 The Report

- 5.1 We will prepare the Report using the Commercial Property details You provide at the time You place Your Order. The Report You receive will rely on the accuracy, completeness, and legibility of the address and/or plans You supply with Your Order.
- 5.2 The Report is produced only for use in relation to Commercial Properties, development or land which require the provision of drainage and water information and cannot be used for residential properties, development of land or any property to be developed as a single, residential, domestic property. Where You require a report for a residential property, You can order a different report from us, and different terms shall apply.
- 5.3 The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose (including the potential and/or suitability for any other connections to be made to existing services).
- 5.4 As You may expect, the information contained in the Report can change on a regular basis so we cannot be responsible to You or if You are trading as a business to Your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).
- 5.5 The Report does not give details about the actual state or condition of the Commercial Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Commercial Property for any particular purpose, or be 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.
- 5.6 We will send the Report to the address You have provided in Your Order, including email address for online Orders.
- 5.7 You agree only to use the Report for the purpose for which it is supplied in accordance with these Terms.
- 5.8 Where we accept Your Order:
- a we will provide the Services with reasonable skill and care; and
 - b Your Order will be fulfilled within a reasonable period.
- 5.9 In providing the Report, we will comply with all laws and regulations which apply to the provision of the Report including ensuring that we have all the necessary licences and permissions, including intellectual property rights to provide the Report.
- 5.10 It is Your responsibility to ensure that Your Order, and the Report meet Your requirements if You are trading as a business the requirements of Your Client.
- 5.11 In providing You with this Report, we will comply with the Drainage & Water Searches Network (DWSN) Standards.

6 Disclaimers with regard to the Reports

- 6.1 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. Please be aware of specific disclaimers included in the Maps.

7 Intellectual Property Rights

- 7.1 The Report You receive is confidential and is intended for (a) Your own internal or personal purposes and/or (b) where You are trading as a business, the personal use of Your Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.
- 7.2 We grant You a non-exclusive and non-transferable licence:
- a to make copies of the Reports (except the Map) for Your own internal purposes;
 - b to incorporate the Reports (other than the Map) into any written advice You provide in the normal course of Your business; and
 - c to disclose the Reports, where You are trading as a business, in the normal course of Your business to:
 - i Your Client; and or
 - ii anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and their professional advisers.
- 7.3 You must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.
- 7.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by us and/or our licensors.
- 7.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither You nor anyone You provide the Report to may reproduce the Maps without paying for a separate licence from Ordnance Survey.
- 7.6 No intellectual or other property rights are transferred or licensed to You or where You are trading as a business to Your Client or any other person except to the extent set out in these terms.
- 7.7 You agree to compensate us against any losses, costs, claims, damages and/or expenses which we incur and/or suffer as a result of any breach of any intellectual property rights or obligations (set out in any of the Terms) by You, or where You are trading as a business to Your Client or any party to whom You provide a copy of the Report.

8 Additional Intellectual Property Right Provisions

- 8.1 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.
- 8.2 The answers and information in the Report are protected by copyright by Southern Water Services.

9 Liability

- 9.1 This paragraph sets out the exclusions to and limitations on our liability to You and if You are trading as a business to Your Client.
- 9.2 We will not be liable to You (and/or if You are trading as a business to Your Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:
- a if we do not accept Your Order,
 - b for any inaccuracies, mistakes or omissions in the Reports unless any such liability arises as a direct consequence of our negligence.
- 9.3 Notwithstanding the above, nothing affects any party's liability for (a) death or personal injury arising from its negligence, (b) liability for fraud or fraudulent misrepresentation and / or (c) any other liability which cannot be excluded or limited under applicable law.
- 9.4 In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:
- o a small business (or group of companies) with an annual turnover of less than £3 million;
 - o a charity with an annual income of less than £3 million;
 - o a Trust with a net asset value of less than £3 million

10 Additional Provision relating to our Liability to You for the Report

- 10.1 Subject to clause 9.3, our total liability to You and/or if You are trading as a business to Your Client, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms and/or the provision of a Report limited to £10 million pounds in aggregate.

11 Customer Complaints Procedure

- 11.1 Southern Water Services offer a robust complaints procedure which can be found on our Website or [here](https://www.southernwater.co.uk/media/default/PDFs/CON29DW-complaints-procedure1.pdf).
<https://www.southernwater.co.uk/media/default/PDFs/CON29DW-complaints-procedure1.pdf>
- 11.2 If Your complaint has gone through our complaints procedure and You are dissatisfied with the response or it has exceeded our response timescales, You may refer Your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk

12 General

- 12.1 These Terms (and any General Terms or other documents referred to herein) are the only terms and conditions that shall apply to any Order and the provision of a Report by us to You and shall constitute the entire agreement between You and us and supersede, replace, and extinguish any previous arrangement, understanding or agreement between us relating to such Report.
- 12.2 Any dispute or claim arising out of or in connection with these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute (including any non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 12.3 If there is any conflict or inconsistency between the provisions of these Terms and any other General Terms, the provisions of these Terms shall prevail.
- 12.4 In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and these Terms, then these Terms shall prevail.
- 12.5 Where You are acting wholly or mainly in the normal course of Your trade, business, craft or profession Your Client is entitled to the benefit of these Terms. Save as provided in this clause
- 12.6 It is not intended that any other person who is not a party to these Terms has any right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Act 1999.

These Terms and conditions are available in larger print for those with impaired vision.

Order reference: LS/U1769039

Sample Sample, Sample, Sample, Sample

Appendix four: Complaints procedure

When we get it wrong

You deserve the highest standard of service from us, but sometimes we make mistakes. If we do, please let us know and we will investigate and review your concerns.

Whilst we always try to resolve all complaints straight away, if this is not possible and you are not happy with the course of action taken by us, you can ask us to escalate the issue internally or take your complaint to an independent third party.

How you contact us

Firstly please email us at searches@southernwater.co.uk

Write to us at LandSearch, Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.

What you can expect

You will receive a full, fair and courteous response from someone who can effectively deal with your problem.

If we can remedy the problem straight away we will do it but if we cannot immediately resolve your problem we will keep you informed of actions being taken.

The process

We will respond to written complaints within 5 working days of the date received, but we will always aim to respond more quickly. Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If you are still not satisfied with our response or action we will refer the matter to a Senior Manager for resolution. At your request we will liaise with a third party representative acting on your behalf.

Our commitment to you

If we find your complaint to be justified, or we have made any errors that substantially change the outcome in your search result, we will refund the search fee. We will also provide you with a revised search and undertake the necessary action to put things right as soon as practically possible. You will be kept informed of the progress of any action required.

If you remain dissatisfied

While we aim to resolve your complaint first time, in the event that we are unable to resolve the issue to your satisfaction, ultimately you can contact a third party. Please make sure that you have followed the process above first, if not, your complaint will be passed back to us.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOS):

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury SP1 2BP

Telephone: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk



Order reference: LS/U1769039

VAT receipt

Ordered by:

Test 2023 Customer
1 Sample Street
Sample Town
Sample County
AB1 CD2

VAT registration number: 813 0378 56
Order reference: LS/U1769039
Your reference: Sample

Service	VAT Code	Costs
Search address: Sample Sample Sample Sample Sample	A	£109.14
Net total		£109.14
VAT		£21.83
Total		£130.97
Paid		Paid in Full

Thank you for your payment:

Received on: 8 November 2023

For enquiries regarding the information provided in this receipt, please contact the LandSearch team:

Email: searches@southernwater.co.uk

Web: www.southernwater.co.uk

**LandSearch
Southern Water Services
Southern House
Yeoman Road
Worthing
West Sussex
BN13 3NX**

