



Requested on: 17/07/2024

Produced on: 17/07/2024

Our reference: 98446801

Your reference: SAMPLE

CON29DW COMMERCIAL

SEARCH ADDRESS

SAMPLE,
SAMPLE ROAD,
SAMPLE TOWN,
POSTCODE

For any queries please contact our dedicated customer service team on **01225 526206**.

The terms and conditions that apply to this report are included in this document and are available on our website www.wessexsearches.co.uk

The following records are searched in compiling this drainage and water report:

- The public sewer maps.
- The maps of public water mains.
- Water and sewerage billing records.
- The register of properties subject to internal foul flooding.
- The register of properties subject to poor water pressure.
- The records of build over consents.
- The records of sewer adoption agreements.

Where relevant; information is provided from Bristol Water, Bournemouth Water and Wessex Water.

Did you know?

Wessex Searches is a trading name for Wessex Water Enterprises limited

We are the official provider of the CON29DW and Commercial Drainage and Water Enquiry for Wessex Water Services Limited, Bournemouth Water Limited and Bristol Water Limited.

We can also provide you with a one stop shop for all your residential and commercial property searches across England and Wales.

DRAINAGE + WATER
SEARCHES NETWORK
DWSN

We are members of DWSN, the industry body for those companies responsible for producing full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial searches. We comply with the DWSN Code of Practice that provides consumer protection and ensures good practice in this critical area of property information.

For more information, please visit www.con29dw.co.uk

Your guide to changes in private sewers and pumping stations.

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 all of these changes. Please visit <http://www.wessexwater.co.uk/about-us/publications/private-sewers-leaflet/> for more details.

Further information is also supplied in Appendix 4.

Question		Response
MAPS		
1.1	Where relevant, please include a copy of an extract from the public sewer map.	See Details
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	See Details
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?	See Details
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 sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 meters (100 feet) of any buildings within the property?	No
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) 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 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?	No
2.8	Is any 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 Details
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 Details
3.6	Is there a meter installed at this property?	See Details
3.7	Please include details of the location of any water meter serving the property.	See Details
CHARGING		
4.1.1	Who is responsible for providing the sewerage services for the property?	See Details
4.1.2	Who is responsible for providing the water services for the property?	See Details
4.2	Who bills the property for sewerage services?	See Details
4.3	Who bills the property for water services?	See Details
DISCHARGE		

COMMERCIAL
DRAINAGE & WATER SEARCH

5.1	Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewer system?	No
ADDITIONAL ASSET INFORMATION		
6.1	Is there a wayleave/easement 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?	This information is not currently available
6.2	On the copy extract from the public sewer map, please show manhole cover, depth and invert levels where the information is available.	This information is not currently available

SAMPLE

1.1 PUBLIC SEWER MAP

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

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

- 1) *The Water Industry Act 1991 defines Public Sewers as those which Wessex Water Services Limited have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.*
- 2) *Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.*

1.2 MAP OF WATERWORKS

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

A copy of an extract of the map of waterworks is included, showing water mains, resource drains or discharge pipes in the vicinity of the property.

- 1) *The "water mains" in this context are those which are vested in and maintainable by the water company under statute.*
- 2) *Assets other than public water mains may be shown on the plan, for information only.*
- 3) *Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*
- 4) *The copy extract 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.*

2.1 FOUL WATER

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

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

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

- 1) *Water companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public.*
- 2) *An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*

2.2 SURFACE WATER

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

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

Records indicate that surface water from the property does drain to a public sewer.

- 1) Water companies are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public.*
- 2) The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal*
- 3) In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system*
- 4) If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company*
- 5) An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.*

2.3 SURFACE WATER DRAINAGE CHARGES

Is a surface water drainage charge payable?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

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

- 1) Where surface water drainage charges are applicable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company to end surface water charges.*

2.4 PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

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

- 1) *Wessex Water Services Limited has a statutory right of access to carry out work on its assets. Employees of Wessex Water Services Limited or its contractors may, therefore, need to enter the property to carry out work.*
- 2) *The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.*
- 3) *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.*
- 4) *Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.*
- 5) *A Strategic sewer is a public sewer of critical importance. Wessex Water will not normally permit any works over or within 6M (measured horizontally) of such an asset. In some circumstances, Wessex Water may permit certain build over or build near proposals subject to a number of conditions.
Please contact Wessex Water Developer Services for further information.*



2.4.1 PUBLIC SEWER APPARATUS WITHIN THE BOUNDARY OF THE PROPERTY

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

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within the boundaries of the property. However, from the 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time. Any other ancillary apparatus is shown on the public sewer map and referenced in the legend.

2.5 PUBLIC SEWERS NEAR TO THE PROPERTY

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

The public sewer map does not indicate any public foul sewers and/or strategic sewers within 100 feet (approximately 30 metres) of the building(s) within the property. However from the 1st October 2011 private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property.

- 1) *1) From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.*
- 2) *The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.*
- 3) *The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.*
- 4) *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*

2.5.1 PUBLIC SEWER APPARATUS NEAR TO THE PROPERTY

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property. However, from the 1st October 2016 private pumping stations which serve more than one property will be transferred into public ownership but may not be recorded on the public sewer map until that time. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

2.6 PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

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?

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

- 1) *Please see APPENDIX 4 - PRIVATE SEWER TRANSFER for more information relating to changes to S104 agreements following 1st October 2011.*
- 2) *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.*
- 3) *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.*

2.7 BUILDING OVER OR NEAR A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN

Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

There are no records in relation to any approval or consultation about 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.

- 1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.*
- 2) From 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.*

2.8 RISK OF FLOODING DUE TO OVERLOADED PUBLIC SEWERS

Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information, it is recommended that enquiries are made of the vendor.

- 1) 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.
- 2) "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- 3) "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT). These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
- 4) Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
- 5) Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- 6) Public sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 7) It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- 8) For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

2.9 SEWAGE TREATMENT WORKS

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

The nearest sewage treatment works is 1.484 km to the North West of the property. The name of the sewage treatment works is RATFYN

- 1) *The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.*
- 2) *The Sewerage undertaker's records were inspected to determine the nearest sewage treatment works.*
- 3) *It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.*
- 4) *As a responsible utility operator, Wessex Water seeks on all its operational sites to manage the impact of odour from our sewage works on the surrounding area in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However, DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments.*

3.1 CONNECTION TO MAINS WATER SUPPLY

Is the property connected to mains water supply?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

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

3.2 WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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

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

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.*

3.3 ADOPTION OF WATER MAINS AND SERVICE PIPES

Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

- 1) *This enquiry is only of interest to buyers of new homes who will want to know whether or not the property will be linked to the mains water supply.*

3.4 RISK OF LOW WATER PRESSURE OR FLOW

Is the property at risk of receiving low water pressure or flow?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

- 1) *The boundary of the property has been determined by reference to the Ordnance Survey record.*
- 2) *"Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.*
- 3) *Water Companies are required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT) properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).*
- 4) *The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.
For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook*
- 5) *Allowable exclusions
The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.*
- 6) *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.*

3.5 WATER HARDNESS ANALYSIS

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

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

The water supplied to the property has an average water hardness of 268 mg/l of Calcium Carbonate which is defined as Hard by Wessex Water Services Ltd.

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

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

SAMPLE TABLE FOR INFORMATION ONLY

3.6 METERS

Is there a meter installed at this property?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

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

3.7 WATER METERS

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

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

Records indicate there is a water meter fitted at the property.

Meter No : XX

Size: XX

Location: SAMPLE LOCATION

4.1.1 SEWERAGE UNDERTAKER

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

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the sewerage services for the property.

4.1.2 WATER UNDERTAKER

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

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the water services for the property.

4.2 SEWERAGE BILLS

Who bills the property for sewerage services?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

If you wish to know who bills the sewerage services, 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

4.3 WATER BILLS

Who bills the property for water services?

SAMPLE,SAMPLE ROAD,SAMPLE TOWN,POSTCODE

If you wish to know who bills the water services, 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

DISCHARGE

5.1 TRADE EFFLUENT

Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewer system?

No, records indicate that there is no consent on this property to discharge Trade effluent into the public sewerage system however should be reminded that it is an offence under S118 of the Water industry act to discharge Trade Effluent into a public sewer vested in Wessex Water without consent.

6.1 WAYLEAVE/EASEMENT

Is there a wayleave/easement 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?

This information is not currently available.

6.2 PUBLIC SEWER MAP

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

This information is not currently available.

INTERPRETATION of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions referred to within the search result.

ENQUIRIES AND RESPONSES

The search report was completed on 17/07/2024

This search has been produced by Wessex Searches, Operations Centre, Claverton Down, Bath, BA2 7WW, phone number: 01225 526206, email: contactus@wessexsearches.co.uk.

APPENDIX 1

COMMON TERMS

"the 1991 Act" means the Water Industry Act 1991[61];

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000[62];

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001[63];

"adoption agreement" means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act[64];

"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;

"combined Sewer" A sewer carrying both foul water as well as surface water.

"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[65];

"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[66];

"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 [67] 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;

"private sewage treatment plant" Generally a small treatment works (which could be a septic tank) owned and operated by a community, hotel or household. Treatment plants should conform to the same operational and environmental standards applied to sewage works operated by the water company. Accordingly, the running costs for small plants can be substantial and as environmental standards are raised there may be a need for additional capital investment.

"private water supply" Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the local environmental health officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available,.

"public sewer" means, subject to section 106(1A) of the 1991 Act[68], 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[69];

(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];

(c) under section 179 of the 1991 Act[71]; or

(d) otherwise;

"public sewer map" means the map made available under section 199(5) of the 1991 Act[72];

"pre-1936 Sewers" The Public health Act of 1936 set out a range of responsibilities for the operation and maintenance of sewerage systems but the Act recognised that little was known about the existing sewer network. Some had been maintained by private individuals and others by local authorities. Some of the costs had been re-charged to the owners and the location of all these early sewers had not been surveyed and was unknown. The Act acknowledged the different status of these early sewers and made different provisions in respect of them.

"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;

"rising mains/pumping mains" These are pipes carrying untreated sewage pumped under pressure. There is no right to connect into them.

"septic tank" A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field, occasionally to a sewer. Septic tanks are unpowered. Properties operating then are responsible for the operation, the maintenance and occasional emptying of the chamber. Septic tanks function excellently in well drained land. It is becoming less acceptable to operate a septic tank in low-lying land, particularly near rivers and streams. Any pollution problems precipitated by poorly performing septic tanks may mean they need to be decommissioned and connections to the public sewer network need to be undertaken.

"**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;

"**soakaway or drainage field**" Buried pipes or aggregates that allow treated effluents or surface waters to disperse. They are owned and maintained by the property owner.

"**Strategic Sewers**" means sewers critical to the running of the sewerage network. No work permitted over or within 6m (horizontal) of this asset

"**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" 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.

APPENDIX 2

Wessex Searches General Terms and Conditions

These terms and conditions (the General Terms) set out the terms and conditions which will apply to any orders placed either through the Individual Order Portal or when ordering by post, XML or email.

If you register as a user of the Website and / or you place an order with Wessex Searches, you agree to be bound by these General Terms. If you do not accept these General Terms, please do not place an order.

The General Terms apply in addition to either the CON29DW Residential Terms, the CON29DW Commercial Terms, and / or Third Party terms as applicable, depending on the search ordered (the Report Terms). Together, the General Terms and the relevant Report Terms are referred to as the Terms.

Please read the Terms carefully, as by using the Website and our services, you agree to the Terms.

1. About us

- 1.1 Wessex Searches (we, us, our) is a trading name of Wessex Water Enterprises Limited, company registration number 02279151 and registered office address Operations Centre, Claverton Down Road, Claverton Down, Bath BA2 7WW. We can be emailed at contactus@wessexsearches.co.uk, or contacted by telephone on 01225 526 206.

2. About our services

- 2.1 We are the official producer of the CON29DW Residential Drainage and Water enquiry and the CON29DW Commercial Drainage and Water enquiry in the Wessex Water, Bristol Water and Bournemouth Water areas. Searches can be requested for residential properties (CON29DW Residential Search) or commercial properties (CON29DW Commercial Search).
- 2.2 We also offer a number of third party searches through our Website (Third Party Searches). CON29DW Residential and CON29DW Commercial Searches and Third Party Searches are referred to together as Searches.
- 2.3 Searches can be ordered by any person, company, firm, or legal body (a Client) either on their own behalf or through their authorised representative(s). References to you and your in the Terms are references to the person, firm or company requesting the provision of search information and reports from us.

3. Your account and data protection

- 3.1 You will need to set up an account to use our services. To do this you will need to provide us with some information, which we will treat in accordance with our Privacy Policy (available on the Website).
- 3.2 By signing up for an account, you warrant that you have the necessary capacity, authority, and consents to request Searches from us. If you are acting on behalf of a Client, you are also responsible for ensuring that you have the necessary consent for names, addresses, and other personal information to be submitted to us when you request Searches and agree that you will comply with all applicable data protection legislation (including, without limitation the Data Protection Act 2018. The Privacy and Electronic Communications (EC Directive) Regulations 2003 and General Data Protection Regulation EU 2016/679) at all times.

3.3 You acknowledge that some or all information needed to provide a Search may come from a third party (Third Party). Where this is the case, we will pass on your request (and where necessary personal data) to the relevant Third Party.

4 **Data Privacy**

4.1 We are committed to safeguarding privacy and personal and financial information will be dealt with accordingly. We maintain strict security standards and procedures with a view to preventing unauthorised access to data by anyone, including our staff.

4.2 The information you may give us might include your name, company name, email address, phone number, financial information, addresses. The information we might collect when providing a service to you may include details about the property. We might also collect information about you from publicly available sources.

4.3 We may use the data you have provided in the following ways: to process requests, enquiries, to provide products and services requested by you, to carry out credit checks where appropriate, to communicate with you about services provided to you, to process payments, to make sure our records are correct and up-to-date, to analyse trends and profiles, to carry out market analysis (on a non-personal basis), for audit purposes, to carry out customer satisfaction research, to improve our products and services, to stop someone committing fraud or to help authorities investigate fraud, to help us establish or defend legal claims, to comply with law and regulations.

4.4 We may pass your contact details to an external company to carry out customer satisfactory surveys and you agree to us doing this.

4.3 We process information in accordance with our Privacy Policy available at <https://www.wessexsearches.co.uk/legal/privacy-policy/>

4.4 If you are not satisfied with the way we have dealt with your information or your rights then please us know by contacting us by email or post. If you remain unhappy with your response, then you can ask the Information Commissioner's Office (ICO) to look into what we have done. They can be contacted by phone or by post:

0303 123 1113

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

5 **Ordering services**

5.1 You can order Searches through our Website by submitting an electronic search request or by post, XML or email (a Request).

5.2 For Requests by post or email you must complete our order form, including full details of the Search(es) you would like to order. You can find a copy of the order form on our Website or alternatively can request a copy by email or by telephone using the contact details in 1.1 above.

5.3 Requests by post or email should be sent to the postal or email address below:

Wessex Searches
Operations Centre
Claverton Down Road
Bath BA2 7WW

contactus@wessexsearches.co.uk

We cannot accept liability in the event that you order a Search by post or email and the letter or email is not received by us.

5.4 If the Search you have ordered is a Third Party Search, we will pass your Request on to the relevant search provider (each a Provider).

5.5 Third Party Searches are subject to the relevant Provider's terms and conditions. You can view their terms on our Website before you submit a Request, and if you submit a Request you agree to their terms. We are not responsible for any Third Party Searches and accept no liability in relation to Third Party Searches or the terms on which they are provided. If there is any conflict or inconsistency between these General Terms and the Provider's terms, the provisions of the Provider's terms shall apply in relation to the provision of the Third Party Search.

5.6 We may choose not to accept a Request, in which case we will notify you within two working days.

5.7 Where you submit a Search Request on behalf of a Client, you agree that you will comply with the Data Protection Act 2018 at all times.

6. Cancelling services

6.1 You are always entitled to cancel any Requests you have submitted at any time before we start to process it.

6.2 If you are a business customer and you have ordered a Search Report incorrectly or you need to cancel a Search Request, you may cancel it on our Website at any time before we start to process it. Where we have started to process your Search Request you may still cancel it, but we reserve the right to levy a cancellation fee. The amount of the cancellation fee levied will depend on the amount of work carried out or committed to be carried out (for example work committed to be carried out for you by Specialist Report Provider) at the time of cancellation.

6.3 If you submit a Search Request as a Consumer you can cancel your Request within 14 calendar days of the date of your Request. You can request cancellation of a product through the Individual Order Portal and by telephone and email.

6.4 If you are a consumer, due to your cancellation rights, we won't start to process your Request until the 14 calendar day cancellation period is up, unless you expressly tell us to do so and acknowledge that you waive your cancellation rights. If you waive these rights, you can still cancel after we have started to process your Request, but we may charge a cancellation fee. Where a Third Party Search has been ordered, and has been fulfilled or partly fulfilled prior to cancellation, then the full price of the search shall be payable.

6.5 If you are a consumer or a business customer and you do not respond to our query within 30 working days, we reserve the right to cancel your requested Search.

7. Services and standards

- 7.1 If we accept your Request, we will perform the Search you have requested and will produce an electronic report (a Report). If you have ordered a Third Party Search, and this has been accepted by the Provider, the Provider will produce an electronic report in response to your order (a Third Party Report).
- 7.2 We will use reasonable skill and care when we perform Searches and produce Reports.
- 7.3 Reports and Third Party Reports provided in response to your requests will be sent to the contact details provided in your request. We will provide Reports within a reasonable period of time and we won't be responsible for delays in providing Third Party Reports.
- 7.4 We do not warrant that the Services will meet your requirements. It is your responsibility to ensure that your Search Request, the Services, and the Search Report meet your requirements and (if applicable) the requirements of your Client.
- 7.5 To the fullest extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms implied by statute, common law or the law of equity.
- 7.6 If you have a query about the content of a Search Report, please contact us at:
contactus@wessexsearches.co.uk

8 Accuracy of information

- 8.1 We will prepare Reports using the details you provide when you submit a Request. You must make sure all details you submit with your Request are accurate and complete.

9 Prices and payment

- 9.1 All prices for Searches are published on our Website. Prices are in pounds sterling and include VAT unless otherwise stated.
- 9.2 Our prices may change from time to time and our Website will be updated to reflect those changes. The price you pay will be the price stated on our Website at the time the Request is submitted.
- 9.3 Unless you have an account with us, we must receive payment for Searches in full before the Report is produced.
- 9.4 If you have an account with us, we will invoice you for Searches which may be weekly, monthly or in relation to each Search. Invoices are payable within 30 days of the date of the invoice. You acknowledge and agree that if payment is not made in full by the due date for payment, we may at our discretion, and without prejudice to our right to seek recovery of late payment through the courts or any other appropriate means: (a) charge you interest on any overdue amounts at the rate of 4% per annum above HSBC's base lending rate from time to time, calculated from the date of the invoice to the date actual payment is received, whether before or after judgment; and/or (b) put your account on hold until such time as all overdue amounts (including interest due) are paid in full.
- 9.5 In respect of LLC1 searches we provide to you, you acknowledge and agree that these will be treated as disbursements in line with current HMRC guidance. Should HMRC change their guidance, we reserve the right to recover any output tax due on these from you.

10 Intellectual property rights

- 10.1 All intellectual property rights to any Wessex Searches materials, including trademarks, domain names and copyright in the Search Reports are owned by Wessex Searches or licensed to us by the Specialist Report Providers and/or our licensors.

10.2 You may only print out or copy any pages from our Website for your own personal use. You can link to our homepage but only if this is legal and fair and doesn't damage our reputation or suggest an endorsement by us. You must not frame our site on any other site or link to any part other than our homepage. Any requests for permission to use the content in a manner otherwise than permitted by these terms should be addressed to the Digital Communications Manager, Claverton Down Road, Bath, BA2 7WW.

10.3 You must not alter, remove or obscure any logos and/or branding which is contained in a Search Report.

10.4 Except as set out in this clause, neither you nor your Client (if applicable) obtains any rights in any intellectual or other property.

10.5 Map Data

The Ordnance Survey has set limits on rights to print out and copy Map Data. If you need further copies of the Map Data or to pass it on to others you may need to obtain and pay for a licence directly from Ordnance Survey itself.

11. Limitation of liability

11.1 Nothing in the Terms limits our liability for death or personal injury arising from our negligence.

11.2 As far as we are allowed to do so, we exclude:

11.2.1 liability for errors, omissions and/or inconsistencies in the content of Reports or Third Party Reports unless these are directly due to our negligent acts or omissions;

11.2.2 all conditions, warranties and other implied terms; and

11.2.3 all liability for direct, indirect or consequential loss or damage you incur in connection with our Website; and

11.2.4 all liability for indirect or consequential loss or damage you incur in connection with the Reports.

11.3 Our entire liability in respect of all causes of action arising by reason of or in connection with a CON29DW Residential Search Report or a CON29DW Commercial Search Report shall be limited as set out in the relevant Report Terms. It is your responsibility to ensure that you order the correct Report in relation to the property in accordance with the Report Terms.

11.4 All other liability which we may incur under or in connection with the Terms shall be limited to £250,000.

11.5 Transmission of information via the internet is never completely secure and we will not be liable to you for any loss, expense or damage you incur or suffer as a result of electronic transmission of information being intercepted by unauthorised third parties.

12. Complaints

12.1 If you need to send us a complaint, please follow our [Complaints Procedure](https://www.wessexsearches.co.uk/legal/complaints/) (available on the Website at <https://www.wessexsearches.co.uk/legal/complaints/>). By accepting this agreement you agree that you have read and understood this Complaints Procedure.

12.2 [By accepting this agreement you agree that you have read and understood our Abusive, Persistent or Vexatious Complaints Policy.](#)

13. Termination

- 13.1 If you breach the Terms, we may take any appropriate action, including but not limited to closing your account, suspending the provision of our services, withdrawing your right to use the Website and/or taking legal proceedings against you.
- 13.2 You can close your account and terminate any Requests if we materially breach the Terms.
- 13.3 If you wish to cancel your use of the Wessex Searches Online Services you should do so by contacting us using the contact details on our website.

14 General

- 14.1 We reserve the right to modify, add to or change the Terms at any time. Any changes will be effective as soon as they are posted on our Website. If you continue to use the Website you will be deemed to have accepted the changes.
- 14.2 If you are acting on behalf of a Client, your Client is entitled to the benefit of the Terms.
- 14.3 Our Website may contain links to third party websites. These websites are not under our control and we accept no responsibility for them.
- 14.4 You may not assign, sub-license or otherwise transfer your rights under the Terms.
- 14.5 If any provision of the Terms is invalid or unenforceable, it will be taken to be removed from the rest of the Terms to the extent it is invalid or unenforceable.
- 14.6 The Terms (including, for the avoidance of doubt, both the General Terms and the Report Terms) are the only terms that apply to any Request you make and any Report we produce and are the entire agreement between us relating to such Requests and Reports.
- 14.7 The Terms and any disputes or claims in connection with them (including non-contractual disputes or claims) are governed by English law. Any disputes or claims (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

July 2024

Commercial DW Terms and Conditions

1 About these Terms

- 1.1 These terms and conditions (the **CON29DW Commercial Terms**) (together with our General Terms) apply to the provision of reports resulting from Commercial Drainage and Water enquiries (**CON29DW Commercial Reports**).
- 1.2 Please read the CON29DW Commercial Terms carefully. By ordering a CON29DW Commercial Report you agree to the General Terms and the Commercial Terms (together, the **Terms**).
- 1.3 If you have ordered a CON29DW Commercial Report on behalf of your Client, you are responsible for bringing the CON29DW Commercial Terms to your Client's attention.

1.4 Unless otherwise specified, capitalised words have the same meanings as in the General Terms.

2 About CON29DW Commercial Reports

- 2.1 We use reasonable skill and care in producing CON29DW Commercial Reports, but please note that information in a CON29DW Commercial Report can change on a regular basis. We cannot be responsible to you or to your Client for any change in information after the CON29DW Commercial Report was produced.
- 2.2 The CON29DW Commercial Report does not give details about the state or condition of the property. It should not be relied on to indicate suitability or saleability of the property.
- 2.3 The CON29DW Commercial Report provides information as to the location and connection of existing services and other information in relation to drainage and water enquiries at the time of producing the CON29DW Commercial Report. We are not liable in any circumstances in connection with the CON29DW Commercial Report if it is used for any other 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 if you and/or your client requires.
- 2.4 The position and depth of apparatus shown on any Ordnance Survey maps attached to the CON29DW Commercial Report (**Maps**) are approximate and are provided as a general guide only. The exact positions and depths should be obtained by excavating trial holes carried out by appropriately skilled and experienced engineers prior to any excavation or construction works.
- 2.5 We are not liable for any error, omission and/or inconsistencies in relation to the location and depth of apparatus shown on any Maps unless these have occurred as a direct result of our negligence and we should have been aware of them.
- 2.6 We will not be liable to you or your Client for any failure, defect or non-performance of our obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond our reasonable control or the acts or omissions of any party for whom we are not responsible.
- 2.7 If you sell a CON29DW Commercial Report to a person other than the Client (other than in the case of a bona fide legal adviser or authorised representative acting on behalf of a legal adviser recharging the cost of the Report as a disbursement), we will not be liable for any loss or damage whatsoever and you indemnify us in respect of any claim by the Client.
- 2.8 In providing you with the CON29DW Commercial Report, we will comply with the Drainage and Water Searches Network (DWSN) standards.
- 2.9 Where we provide a CON29DW Report for a Commercial Property which receives either water or drainage services from Wessex Water Services Limited, and another company ("**other service provider**") provides the other service, then our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the supply of the information from the other service provider is limited to such sums as we are entitled to and able to recover from the other service provider.

3 How you can use the CON29DW Commercial Report

- 3.1 The CON29DW Commercial Report should be used for commercial property transactions where the property is not residential and/or domestic, and for the land to be developed for commercial gain.
- 3.2 CON29DW Commercial Reports may only be used in relation to the property which the Search was carried out against. The CON29DW Commercial Report you receive will be relevant to the Search that you submitted. The provisions of clauses 3.3 to 3.4 shall also apply.
- 3.3 "CON29DW Commercial Reports" may only be used where a property occupies a site of less than 10,000m². Where the property has more than two connections, the report will be restricted to two connections.

3.4 " CON29DW Commercial Extra Reports" may only be used where a property occupies a site of 10,000m² or more; and/or has multiple connections. Where the property has more than four connections, the report will be restricted to four connections.

4 Intellectual property rights

4.1 CON29DW Commercial Reports are confidential and intended for your and your Client's own internal purposes or personal use. You and your Client must not use or copy any part of a CON29DW Commercial Report for any other reason.

4.2 All intellectual property rights in CON29DW Commercial Reports are owned by us and/or our licensors.

4.3 Maps supplied by Ordnance Survey are protected by Crown copyright and must not be used for any purpose other than as part of a CON29DW Commercial Report.

4.4 The enquiries reproduced by Wessex Searches in CON29DW Commercial Reports and the CON29DW Commercial Search logo 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 CON29DW Commercial Report.

4.5 You may:

4.5.1 make copies of the CON29DW Commercial Report (except any Maps) for your own internal purposes.

4.5.2 incorporate the CON29DW Commercial Report (other than Maps) into any written advice you provide in the normal course of your business; and

4.5.3 disclose the CON29DW Commercial Report in the normal course of your business to your Client and/or to anyone who is interested in the property to which the relevant CON29DW Commercial Report relates, and their professional advisers.

4.5.4 You and/or your Client must not change any part of any CON29DW Commercial Report, including altering, removing or obscuring any logos and/or branding in a CON29DW Commercial Report.

5 Limitation of liability

5.1 Please note in particular the provisions regarding limitation of liability in the General Terms, which apply in addition to this clause.

5.2 Our entire liability in respect of all causes of action arising by reason of or in connection with a CON29DW Commercial Report shall be limited to:

5.2.1 the sum of £2 million (two million pounds) in respect of CON29DW Commercial Reports; and

5.2.2 the sum of £10 million (ten million pounds) in respect of CON29DW Commercial Extra Reports.

6 Disclaimer with regard to Maps

6.1 Maps may include a disclaimer which purports to limit liability in relation to the position and depth of any apparatus. For the purposes of the CON29DW Report, such disclaimer is subject to the CON29DW Terms, and the limitation of liability set out in these terms.

7 Complaints

7.1 Please see our General Terms for details of our complaint's procedure and your remedy in the event that your complaint has not been resolved to your satisfaction.

7.2 If you are still not satisfied with our response or action, you can refer your complaint to The Property Ombudsman. You can obtain further information by visiting <https://www.wessexsearches.co.uk/legal/complaints/>. The Ombudsman can be contacted by email or post:

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

The Ombudsman can award compensation of up to £25,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

In addition to TPO's redress scheme covering consumers, TPO will also provide redress to small businesses (including Charities and Trusts) and organisations, providing the customer meets the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

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APPENDIX 3

COMPLAINTS PROCEDURE

If you want to make a complaint you can contact us in the following ways:

- Telephone: 01225 526206
- Email: contactus@wessexsearches.co.uk
- In writing to: Wessex Searches, Wessex Water Operations Centre, Claverton Down Road, Bath, BA2 7WW
- Visit us for a face-to-face discussion

When a complaint is received, we will:

- Aim to resolve at first point of contact.
- If we cannot resolve at the time, we shall acknowledge the complaint within 5 working days from receipt.
- We will fully investigate and provide a final response, in writing, within 10 working days of receipt.
- If more time is required to investigate, we will keep you informed by letter, telephone, or email, and when we are likely to be able to provide our final response.
- We will also be happy to liaise with a third party on your behalf should you require us to do so.

Once investigated, if we consider the complaint to be justified, we will:

- Provide a revised search and undertake necessary action to put things right within our control, as soon as practically possible.
- Keep you informed of any action required
- While we aim to resolve the complaint the first time, in the event we are unable to resolve the issue to your satisfaction, you are free to contact an independent body.

If a search takes longer than 10 working days to complete and we have made no communication, or communicated the reasons for the delay, you will receive the search free of charge.

If you are not satisfied with the final response, or timescales have been exceeded, you may refer your complaint to The Property Ombudsman (TPO). The Ombudsman can award compensation of up to £25,000 to you if they find you have suffered actual loss as a result of your search provider failing to keep to the code. We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

TPOs Contact Details:

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

Tel: 01722 333306
Fax: 01722 332296
Website: www.tpos.co.uk
Email: admin@tpos.co.uk



APPENDIX 4

From 1 October 2011 by virtue of a scheme made under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 ("the 2011 Regulations") and by virtue of section 105A of the Water Industry Act 1991 ("the 1991 Act") private sewers and lateral drains which immediately before 1 July 2011 communicated with a public sewer became vested in sewerage undertakers.

Under the 2011 Regulations adoptable private sewers and private lateral drains the subject of an agreement under section 104 also vest in sewerage undertakers if immediately before 1 July 2011 they communicated with a public sewer. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on that date.

Where adoptable private sewers and private lateral drains the subject of an agreement under section 104 did not immediately before 1 July 2011 communicate with a public sewer they will vest on the earlier of the date of vesting under the agreement or the date of vesting pursuant to a supplementary scheme made under Regulation 4 to the 2011 Regulations. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on the date of vesting.

Where an agreement covers assets, which do not and will not communicate with a public sewer those assets will remain private and subject to the provisions of the agreement.

The attached extracts from the public sewer map may show sewers and private laterals the subject of an agreement under section 104 of the Act as being private notwithstanding the fact that they may have vested in Wessex Water pursuant to the 2011 Regulations. Wessex Water is in the process of confirming with developers the date of communication with public sewerage and will be updating the public sewer map when this information is known.

Where there is any doubt as to the status of a particular length of pipe it is recommended that Wessex Water is contacted for advice.

Details of sewers and private laterals the subject of an agreement under section 104 of the Act have not been compiled from an "as constructed" record and Wessex Water will be updating the sewer

map when that information is provided by developers. Until then it is recommended that details of the route these pipes follow be checked with the developer.

SAMPLE

CONTACT US

Telephone: 01225 526 206

Post:
 Wessex Searches, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW

Email: Contactus@wessexsearches.co.uk

Web: www.wessexsearches.co.uk



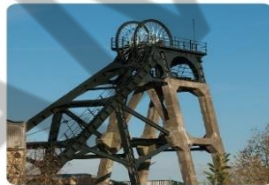
Twitter:
 @wessexsearches



LinkedIn :
 Wessex Searches

Order all your searches from www.wessexsearches.co.uk

You can order all your searches from us quickly and simply at www.wessexsearches.co.uk



Sewer Plan

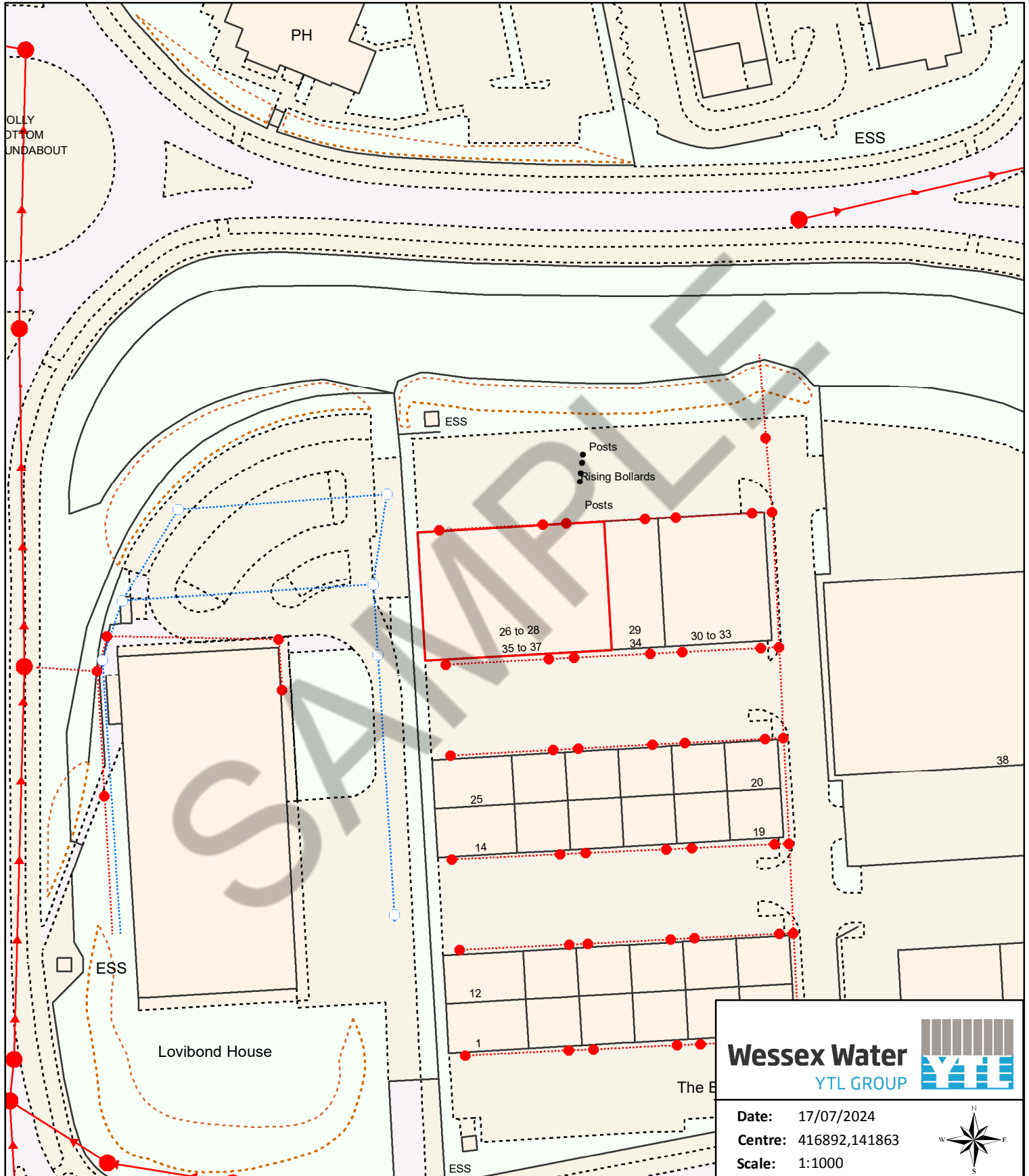
Search Order ID: 984468



Our Ref: 984468

Your Ref: SAMPLE

SAMPLE, SAMPLE ROAD, SAMPLE TOWN, POSTCODE



Wessex Water
 YTL GROUP

Date: 17/07/2024
Centre: 416892,141863
Scale: 1:1000

Reproduced from the Ordnance Survey map by permission on behalf of the Controller of Her Majesty's Stationery Office © Crown Copyright . Licence 100019539.

Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water's apparatus is not normally permitted.



Sewerage Key

Types of Sewer:

- Public Foul Sewer**
A sewer that carries waste water from domestic and commercial sources to a Sewage Treatment Works.
- Public Combined Sewer**
An older sewer that carries a combined flow of surface water and foul sewer to a Sewage Treatment Works.
- Public Surface Water Sewer**
A sewer that carries surface water (e.g. rain water from roofs, yards, car parks etc) to a point of discharge.
- Strategic Sewer**
Sewers essential to the running of the sewerage network. No work permitted over or within 6m (horizontal) of this asset.
- Abandoned Sewer**
Sewers abandoned in situ. These sewers are sealed and should not be used for connections.
- Private Sewer**
Sewers not in the ownership of Wessex Water, but recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.
- Private Sewer**
Sewers not in the ownership of Wessex Water, but recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.

Other Wessex Pipes:

- Public Rising Main/Standby Rising Main**
A pipe that carries a pressurised pumped flow to another part of the sewerage system.
- Public Overflow**
A pipe that relieves upstream sewers of flows in excess of the hydraulic capacity (e.g. from a CSO).
- Effluent Disposal Main**
A pipe that carries treated effluent from a Sewage Treatment Works to a watercourse or other point of discharge.

Non-Wessex Pipes:

- Culverted Watercourse**
A natural (or diverted) watercourse which has been piped.
- Highway Drain**
Part of drainage system maintained by the highway authority to drain surface water from the highway.

Sewer Annotation:

The sizes of the individual sewers are shown as annotations on the map. A non-circular pipe is indicated by two dimensions (e.g. 600x400).

Sewerage Apparatus:

The following are the most common type of apparatus found on the Wessex Water sewerage network;

- Manhole** - An access chamber to the sewerage network.
- Pumping Station** - Facility used to lift sewer flows to a higher point in the gravity system, or to pump to another facility.
- NRV (Non-return valve)** - Valve that allows flow to pass in only one direction.
- CSO (Combined Sewer Overflow)** - Chamber where excess sewage can be discharged when the capacity of the network is exceeded.
- Bifurcation** - Chamber where flow may be split into two or more channels. May operate in both dry and wet weather conditions.
- Lampole** - A small shaft between manholes that is used to illuminate sewer lengths for inspection.
- Rodding Eye** - A small hatch in the drainage system that is used for inspection or cleaning.
- Catchpit** - A pit on the sewerage network in which matter, that may otherwise block a sewer, is collected and periodically removed.
- Vent Column** - An above-ground structure that vents odours from the sewerage network away from ground level.
- Soakaway** - A form of infiltration drainage that allows water (usually surface water) to infiltrate into the ground rather than discharge directly into a sewer.

Water Plan

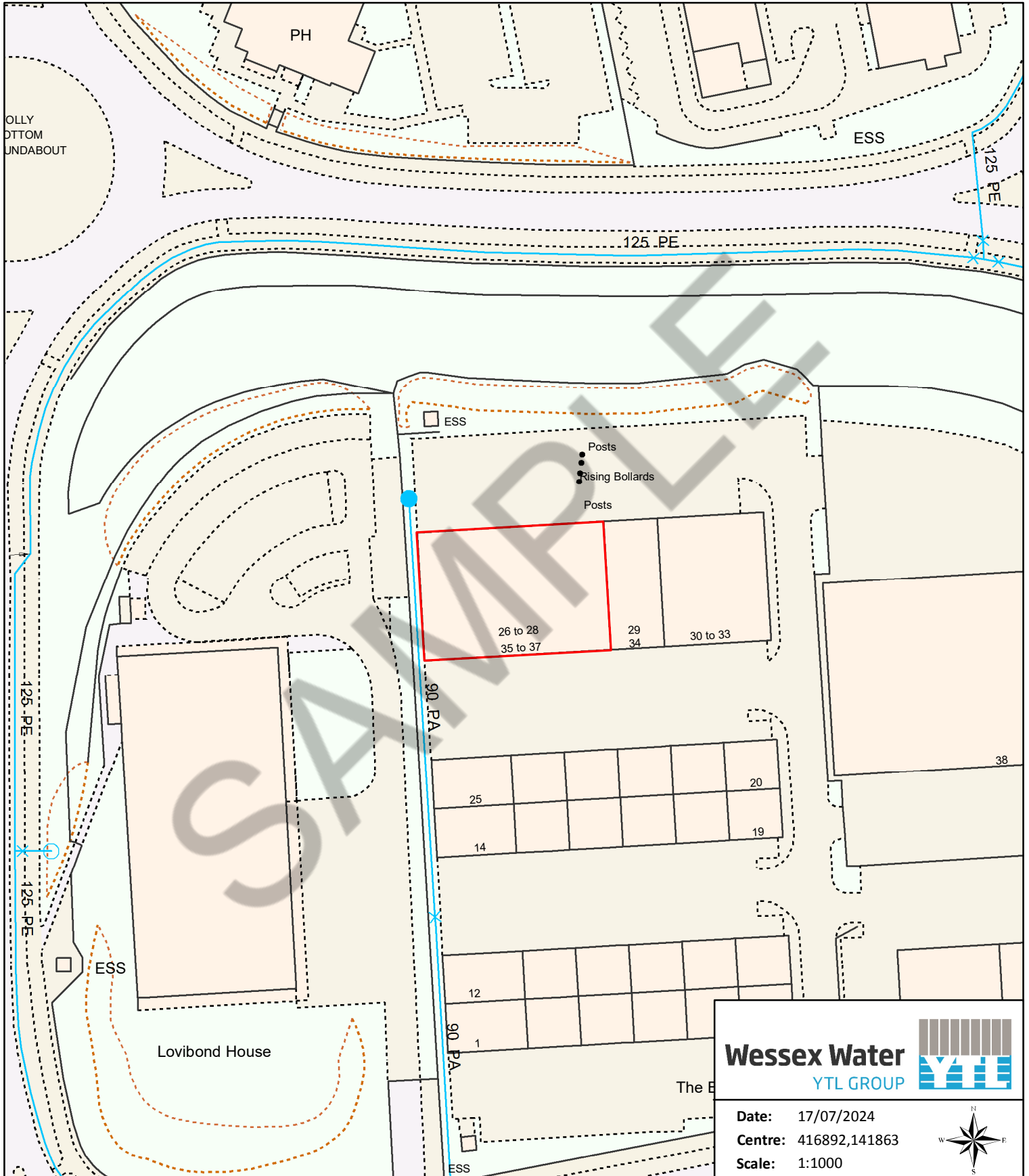
Search Order ID: 984468



Our Ref: 984468

Your Ref: SAMPLE

SAMPLE, SAMPLE ROAD, SAMPLE TOWN, POSTCODE



Wessex Water
 YTL GROUP

Date: 17/07/2024
Centre: 416892,141863
Scale: 1:1000

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Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water's apparatus is not normally permitted.



Water Supply Key

Types of Water Main:

- Distribution Main**
 A distribution main carries treated water to customers. With few exceptions, domestic water connections are only made to distribution mains.
- Raw Water Main**
 A raw water main carries untreated (raw) water to a Water Treatment Works.
- Washout Main**
 A main used for maintenance and management of the water supply network, to flush out or empty connected assets.
- Abandoned Main**
 Abandoned mains are not in use, but may still be in the ground.
- Private Main**
 Mains not in the ownership of Wessex Water, but are recorded to assist work in the geographical vicinity. Wessex Water does not know ownership.

Water Main Annotation:

The size and material of the individual water mains are shown as annotation on the map. The main's material is shown as an abbreviation with the most common materials being;

AC	Asbestos Cement	CI	Cast Iron	DI	Ductile Iron
SI	Spun Iron	ST	Steel	PE	Polyethylene
PVC	uPVC	POLY	Plastic/Polythene	UNK	Unknown

A main's diameter will fall between 0.25" - 24" for imperial sizes, and 50mm - 1200mm for metric sizes.

Water Main Apparatus:

The following are the most common type of apparatus found on the Wessex Water supply network;

- Open Valve - Open sluice valve used to regulate the flow of water.
- Closed Valve - Closed sluice valve used to regulate the flow of water.
- Closed Valve (DMA) - Closed sluice valve that denotes the boundary of a metered area.
- Closed Valve (Black Cap) - Permanently closed sluice valve.
- Washout Valve - Valve that is occasionally used to clear out sediment or drain-down part of the network.
- Fire Hydrant -
- Washout Hydrant - Hydrant that is occasionally used to clear out sediment or drain-down part of the network.
- Air Valve - Valve used to remove (bleed) air from the mains network.
- PRV (Pressure reducing valve) - Valve used to control or limit the pressure in the mains network.
- PSV (Pressure sustaining valve) - Valve used to maintain a set pressure at a specific point in the mains network.
- NRV (Non-return valve) - Valve that allows water to flow in only one direction.
- End Cap - Fitting used to terminate (cap-off) a main.
- Network Meter - Meter used to internally manage\monitor the mains network.
- Booster Pump - Pump used to maintain pressure in the mains network.