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Regulated Drainage & Water Search

Property:

40 Gordon Road, LONDON, Ng oLU

Sewerage Water Company:

Thames Water Utilities Ltd
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

Clean Water Company:

Thames Water Utilities Ltd
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

Date of Search:

05/03/2015

STL Reference:

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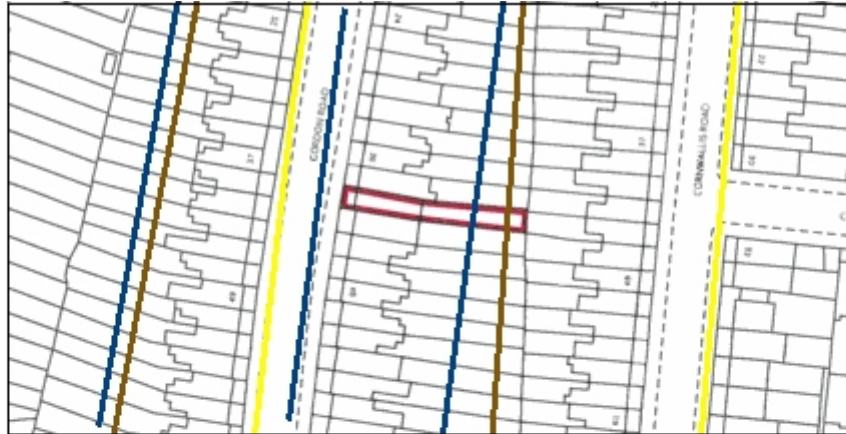
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Public Sewer & Water Map



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Key

	Public Combined Sewer		Public Foul Sewer
	Public Surface Water Sewer		Abandoned Public Sewer
	Water Pipes		Sewer Publicly Maintained under Section 24 Public Health Act 1936
	Section 104 Surface Water Sewer		Section 104 Foul Sewer



Question 1.1

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.

Guidance Notes

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, water courses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains 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 that these details are checked with the developer, if any. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information. Please note that following the private sewer transfer on October 1st 2011 there may be additional public assets other than those shown on the public sewer map.

Question 1.2

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

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

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service 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. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.



Question 2.1

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

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

Guidance Notes

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. If the inference is wrong the attached Information Accuracy covers an adverse entry. Please also refer to our 'Information for Buyers' section of this report regarding this question.

Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do 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. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private 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 septic tank, cesspit or other type of treatment plant.

Question 2.2

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

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

Guidance Notes

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. If the inference is wrong the attached Information Accuracy covers an adverse entry. Please also refer to our 'Information for Buyers' section of this report regarding this question.

Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system and do 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. In some cases, Sewerage Undertaker 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 Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If surface water does not drain to a public sewer the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Question 2.3

Is a surface water drainage charge payable?

Please refer to vendor or pre-contract documents and / or your own survey of the property.

Guidance Notes

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Water Company to end surface water charges.



Question 2.4

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

The public sewer map indicates that there are public sewers, disposal mains or lateral drains within the boundaries of the property. Please note, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. However, on the 1st October 2011 private sewers were transferred into public ownership. There may therefore be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.

Guidance Notes

The approximate boundary of the property has been determined by reference to the plan provided. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work. 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 considered to be not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 2.5

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

The public sewer map indicates that there is a public foul sewer within 30.48 metres (100 feet) of a building within the property. On the 1st October 2011 private sewers were transferred into public ownership, there may therefore be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are within 30.48 metres (100feet) of a building within the property.

Guidance Notes

A foul sewer indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 is not an "as constructed" record. It is recommended that these details be checked with the developer. If the private sewer is adopted then it will become a public foul sewer within 30.48 metres (100 feet) of the building(s) within the property and this can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated using the plan provided and the water company records, between the building(s) within the boundary of the property and the nearest public foul sewer.

Question 2.6

Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

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

Guidance Notes

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Water Company's mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.



Question 2.7

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

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However please note 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. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered. On 1st October 2011 the majority of private sewers, disposal mains and lateral drains, connected to the public network as of 1st July 2011, transferred to public ownership. Therefore there may be formerly private sewers & lateral drains that have been built over, however 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.

Question 2.8

Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

Not answered. If an answer had been available which was adverse or inaccurate at the date of this report the Information Accuracy Indemnity attached would apply.

Guidance Notes

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses and equipment or operational failures are excluded. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. "At Risk" properties are those that the Water Company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. 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. 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. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company and therefore would be excluded from the report.

Question 2.9

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

Not answered. If an answer had been available which was adverse or inaccurate at the date of this report the Information Accuracy Indemnity attached would apply.

Guidance Notes

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



Question 3.1

Is the property connected to mains water supply?

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

Guidance Notes

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. If the inference is wrong the attached Information Accuracy covers an adverse entry. Please also refer to our 'Information for Buyers' section of this report regarding this question.

Details of private supplies are not kept by the Water Undertaker. We recommend the situation is checked with the current owner of the property.

Question 3.2

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

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

Guidance Notes

The approximate boundary of the property has been determined by reference to the plan provided. The presence of public water main, resource main or discharge pipe 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 Company or its contractors needing to enter the property to carry out work.

Question 3.3

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

Records indicate 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

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Question 3.4

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

Not answered. If an answer had been available which was adverse or inaccurate at the date of this report the Information Accuracy Indemnity attached would apply.

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.



Question 3.5

Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.

The Drinking Water 2013 Report, produced by the Drinking Water Inspectorate (DWI) in July 2014 states:

The results of testing in 2013 demonstrated that the overall quality of drinking water in the London and South East region was good.

For property specific details see

<http://secure.thameswater.co.uk/dynamic/cps/rde/xchg/corp/hs.xsl/899.htm>

Guidance Notes

Water Companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met. In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health. To view the full DWI report visit <http://www.dwi.gov.uk/about/annual-report/2009/index.htm>

Question 3.6

Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.

Not answered. If an answer had been available which was adverse or inaccurate at the date of this report the Information Accuracy Indemnity attached would apply.

Guidance Notes

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health. Please contact the water company detailed in Question 12 if you require further information.



Question 3.7

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

Please refer to vendor or pre-contract documents and / or your own survey of the property.

For further information regarding the water meter serving this property please contact:

Thames Water Utilities Ltd
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
<http://www.thameswater.co.uk/>

Question 4.1

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:

Thames Water Utilities Ltd
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
<http://www.thameswater.co.uk/>

The Water Undertakers for the area are:

Thames Water Utilities Ltd
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
<http://www.thameswater.co.uk/>

Question 4.2

Who bills the property for sewerage services?

The Sewerage Undertaker for the area is:

Thames Water Utilities Ltd
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
<http://www.thameswater.co.uk/>

Question 4.3

Who bills the property for water services?

The Water Undertaker for the area is:

Thames Water Utilities Ltd
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
<http://www.thameswater.co.uk/>



Question 4.4

What is the current basis for charging for sewerage and water services at the property?

For property specific data please refer to vendor or pre-contract documents and/or your own survey of the property. The average estimated household bill totals for 2013-14 for the relevant sewerage and water undertakers are shown below. These include inflation at 3.0%.

Thames Water Utilities Ltd
(Sewerage Undertaker)

Thames Water Utilities Ltd
(Water Undertaker)

	Sewerage	Water
Unmetered	£153	£217
Metered	£138	£187

Guidance Notes

The average bill figures quoted for 2013-14 are estimates. They are based on provisional and forecast data that each company has provided to OFWAT for the year ending 31 March. The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website: www.ofwat.gov.uk Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

Question 4.5

Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Not answered. If an answer had been available which was adverse or inaccurate at the date of this report the Information Accuracy Indemnity attached would apply.

Guidance Notes

The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.



Glossary

Terms and expressions in this report

'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];

'calendar year' means the twelve months ending 31st December;

'discharge pipe' means a pipe 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;

'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 license under Section 17A(1) of the 1991 Act[66];

'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;

'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];

'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' 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,

'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.



Information for Buyers

This section is a guide to the content of the regulated drainage and water search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer if you have any concerns about the search results.

What is a Map of Public Sewers or Map of Waterworks?

Water companies keep up to date maps of sewers and water pipes for which they are responsible. Most but not all sewer and water pipes within an individual property boundary are the property owner's responsibility.

The Map of Public Sewers shows known public sewers in the vicinity of the property. The Map of Waterworks shows known public water pipes in the vicinity of the property.

From the Maps it should be possible to estimate the likely length and route of any private water supply pipe and/or private drains and/or private sewers connecting the property to the public water network and/or sewerage systems.

Are all Sewer & Water Pipes publicly maintained?

Sewer & Water Pipes can be either publicly or privately maintained. If they are publicly maintained, the local Sewerage or Water undertaker is responsible for repairs and maintenance. As from 1st October 2011 most lateral drains (see glossary) are now owned and maintained by the sewerage undertaker.

Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these.

The property owner will normally have sole responsibility for private drains and water pipes serving the property.

What is a Foul Sewer?

Foul sewers/drains take foul sewerage (waste from toilets, bathrooms and kitchens etc.) away from your property.

What is a Surface Water Sewer?

Surface water sewers/drains take surface water (rainwater) away from your property (includes water from roofs and other impermeable surfaces within the curtilage of the property).

In some cases, Sewerage Undertaker 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 Water Company.

What is a Combined Sewer?

Combined sewers carry both foul sewerage and surface water away from your property.

What does it mean if a sewer is subject to a Section 104 adoption agreement?

With new developments, the developer will typically lay new sewers which are 'subject to adoption'. Purchasers of new homes will want to know whether or not the property will eventually be connected to a public sewer.

The adoption of private sewers and drains by the Sewerage Undertaker is subject to the developer complying with the terms of the adoption agreement made under the provisions of Section 104 of the Water Industry Act 1991.

Newly built properties – where the property is part of a very recent or on-going development and the sewers are not the subject of an adoption application, buyers should consult with the developers to ascertain the extent of private drains & sewers for which they will hold maintenance & renewal liabilities.

Why do I need to know if there is a public foul sewer within 30.48 metres (100 feet) of any buildings within the property?

If foul water from the property does not drain to a public sewer, the presence of a public foul sewer within 30.48 metres (100 feet) of any buildings within the property can result in the local authority requiring the property to be connected to a public sewer.

What are Water Pipes?

Water pipes (water mains, resource mains or discharge pipes) supply clean water to a property. The pipework can be either publicly or privately maintained.

Water Undertakers are not responsible for private water mains or private service 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.

If the property is not connected to mains water supply we recommend the situation is checked with the current owner of the property. Details of private supplies are not kept by the Water Undertaker.

What does it mean if there are public water pipes or public sewers within the boundary of the property?

The presence of public water pipes or public sewers within the boundary of the property may restrict further development.

The Water and/or Sewerage Undertaker also has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or Sewer Undertaker or its contractors needing to enter the property to carry out work. The approximate boundary of the property has been determined by reference to the plan provided.

What is meant by the Private Sewer Transfer?

On 1 October 2011, the responsibility for many private sewers and lateral drains, which drain to a public sewer and may be located both within and beyond the property boundary, transferred to the water and sewerage companies.

The water and sewerage companies are currently undertaking an exercise to map these new public sewers and lateral drains. In the meantime however there may be additional



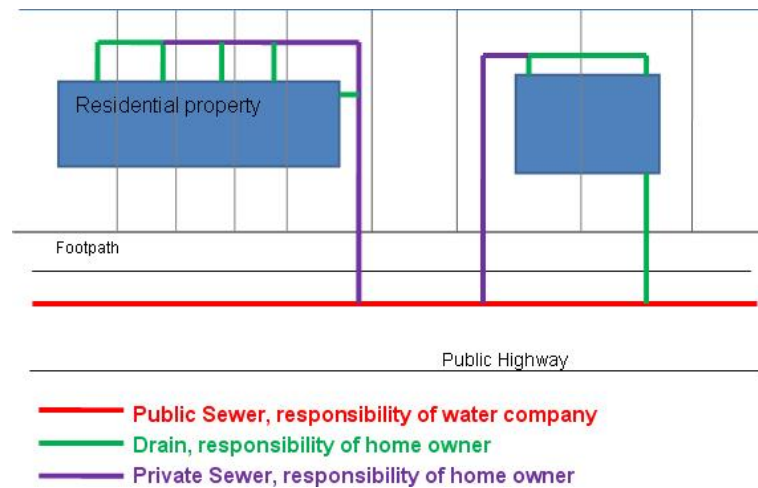
public assets not shown on the public sewer map enclosed herein.

For further information visit:

https://www.ofwat.gov.uk/consumerissues/rightsresponsibilities/sewers/prs_web_sewer_transfer

The diagrams below illustrate an example of the impact of the new drainage arrangements:

Example of pre 1st October 2011 responsibilities:



Example of post 1st October 2011 responsibilities:



Why are certain questions not answered within this report?

This report is compiled using publicly available information (as defined by the Water Industry Act 1991). Where data is not publicly available, we provide an insurance policy, details of which can be found in the Key Facts document attached. Where we infer certain answers (Q4, 5 and 13) we refer you to alternative sources of information, including billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage, if a septic tank is installed, and information regarding whether a water meter is installed. If both our inference and the form TA6, the Property Details Questionnaire or billing information are incorrect, then our insurance policy would apply.

WATER AND DRAINAGE REGULATED SEARCH INFORMATION ACCURACY INDEMNITY BLOCK POLICY

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FCA and PRA otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FCA and PRA rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited of 3rd Floor, 6 Henrietta Street, London, WC2E 8PS ('STL's address').

Summary of insurance and cover provided by this policy.

This policy is a Water and Drainage Regulated Search Information Accuracy ('DW') indemnity policy relating to the DW carried out for you by STL Group ('Group'). In some circumstances Group will not have been able to obtain the answers to questions 2.7, 2.8, 2.9, 3.3, 3.4, 3.6 and 4.5 from the relevant authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. Where an answer to questions 2.1, 2.2 and 3.1 has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by Group. The cover applies to those searches and properties notified to us by Group. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the DW from Group. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the search result attributable to the lack of an answer or an incorrect answer from the Group and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur as a result of a claim and to ensure that you are placed back in the same position you enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those DW searches which have been declared to us by Group together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover

provided under this Policy shall become void with immediate effect.

- This Policy does not cover any loss where you or your legal advisors have not followed or acted upon the guidance notes provided in the search.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
- you or your professional legal advisors should not take any steps to compromise or settle a claim without prior written consent

Exclusions:- You are not insured:-

- for any Adverse Entry known to you at the date of cover or
- in respect of any answer which is actually obtained in the DW search relating to questions in that search covered by the policy unless the answer given is incorrect because the relevant authority or Group in the case of questions 2.1, 2.2 and 3.1 has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder.

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Important Consumer Protection Information



This search has been produced by STL Group plc (STL), Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE (tel: 01483 715355, fax: 01483 221854, email: info@stlgroup.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

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

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

TPOs Contact Details:

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

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

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

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

Version 6/December 2013

STL Internal Complaints Procedure

STL has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint about your search report, please contact us at:

STL Group plc
Edbrooke House
St Johns Road
Woking
Surrey GU21 7SE

Tel: 01483 715355
Fax: 01483 221854
Email: info@stlgroup.co.uk

We will:

1. acknowledge your complaint within 5 working days of receipt;
2. try and resolve your complaint fully within 20 working days of receipt. If there are valid reasons why it may take longer to consider your complaint, we will keep you fully informed in writing (or via telephone or email if you prefer) and provide a response within a maximum of 40 working days;
3. also liaise, at your request, with anyone acting formally on your behalf;
4. send you a final response about the complaint in writing.

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs). We will co-operate with TPOs whilst it investigates any complaint and comply with any decision it makes.

1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
 - 1.2 "Code" means the Code of Practice for Search Compilers and Retailers as updated from time to time.
 - 1.3 "Company" means a company registered at Companies House in respect of which STL has been instructed to provide a Service.
 - 1.4 "Consumer" means any person acting for purposes other than their trade, business or profession.
 - 1.5 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
 - 1.6 "Literature" means STL's brochures, price lists and advertisements in any type of media, including the content of the Website.
 - 1.7 "Order" means the request for Services by You.
 - 1.8 "Property" means an address or location for which STL provides a Service.
 - 1.9 "Report" means the report prepared by STL in respect of the Property or the Order.
 - 1.10 "Service(s)" means the supply of services by STL to You including but not limited to property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
 - 1.11 "Supplier" means any organisation or third party who provides data or information of any form to STL for the purposes of providing the Services.
 - 1.12 "Terms" means these terms and conditions of business.
 - 1.13 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
 - 1.14 "Website" means our website located at www.stlgroup.co.uk
 - 1.15 "We", "Us", "Our" and "STL" are references to STL Group plc a company incorporated in England and Wales with registered number 01171409 and whose registered office is situated at Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE. VAT number GB677241712.
 - 1.16 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

2. Agreement

- 2.1 The agreement between You and STL shall come into existence when STL accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where STL is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by STL.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

3. Services

- 3.1 STL shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 STL reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, STL may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

5. Cancellation of Services

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Protection (Distance Selling) Regulations 2000, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
 - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
 - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have seven working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to info@stlgroup.co.uk
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

6. Termination

- 6.1 STL may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
 - 6.1.1 You fail to make any payment due in accordance with Term 4;
 - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:-
 - 8.4.1 STL's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
 - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
 - 8.4.3 STL cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free

or free of viruses or other harmful components and furthermore STL cannot warrant the performance of any linked internet service not operated by STL. Accordingly STL shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

- 8.4.4 STL shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
- 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from STL as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against STL.

9 Our Liability if you are a Business

This clause only applies if you are not contracting as a Consumer

- 9.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes unless You have obtained Our prior written consent.
- 9.2 Nothing in these Terms limits or excludes Our liability for:
- 9.2.1 Death or personal injury caused by Our negligence;
- 9.2.2 Fraud or fraudulent misrepresentation;
- 9.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 9.2.4 Defective products under the Consumer Protection Act 1987.
- 9.3 Subject to Term 9.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 9.3.1 Any loss of profits, sales, business or revenue;
- 9.3.2 Loss or corruption of data, information or software;
- 9.3.3 Loss of business opportunity;
- 9.3.4 Loss of anticipated savings;
- 9.3.5 Loss of goodwill; or
- 9.3.6 Any indirect or consequential loss.
- 9.4 Subject to Term 9.2 and Term 9.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £8 million.
- 9.5 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Reports. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Reports are suitable for Your purposes.

10 Our liability if you are a Consumer

This Term 10 only applies if you are a Consumer.

- 10.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement.
- 10.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We do not in any way exclude or limit Our liability for:
- 10.3.1 Death or personal injury caused by Our negligence;
- 10.3.2 Fraud and fraudulent misrepresentation;
- 10.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 10.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 10.3.5 Defective products under the Consumer Protection Act 1987.

- 10.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £8 million per claim. Our liability is therefore limited to £8 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

11 Intellectual Property Rights

- 11.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either STL or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 11.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with STL change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 11.3 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 11.
- 11.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

12 Insurance

- 12.1 Our insurers are QBE European Operations PLC whose address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The level of cover provided by them for our Professional Indemnity Insurance is £8 million.
- 12.2 Our Professional Indemnity Insurance includes:
- 12.2.1 Cover for errors and omissions in local authority and water company data and records used to compile our search reports;
- 12.2.2 Run-off cover for a minimum of six years.

13 Complaints

Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.

14 General

- 14.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 14.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 14.3 The parties to these Terms do not intend that any term of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 14.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 14.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 14.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 14.7 Unless otherwise stated in these Terms, all notices from You to STL or vice versa must be in writing and sent to STL's registered office address as stipulated in Term 1.15 (or as updated from time to time) or Your address as stipulated in the Order.
- 14.8 In providing the Services and Reports We will comply with the Code.
- 14.9 Any personal information which you provide to us will be held in accordance with the Data Protection Act 1998 and other applicable regulations and only used in accordance with Our Privacy Policy (details of which are set out on Our Website).
- 14.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.