

Residential

Regulated Water & Drainage Report

Date of Order: 01/08/2024
Date Search Entered: 12/08/2024
Case Number: 2834868
Client Reference: 26209763

PROPERTY MADE SUBJECT TO SEARCH
1 Cloudberry Way
Barnsley
South Yorkshire
S75 6EA

CLIENT DETAILS

TM Group Ltd
1200 Delta Business Park
WELTON ROAD
SWINDON
SN5 7XZ

SEWERAGE UNDERTAKER

Yorkshire Water
YORKSHIRE WATER PLC PO BOX 52
BRADFORD
BD3 7YD

Report Summary

Q1.2: Does foul drainage from the property drain to a public sewer?	YES
Q1.3: Does surface water from the property drain to a public sewer?	YES
Q1.4: Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?	NO
Q2.1: Does the public sewer map show any public sewer within the boundary of the property?	Refer to detailed response
Q3.3: Is the property connected to mains water supply?	YES

COMPILED & SUPPLIED BY:

Conveyancing Data Services Ltd. 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN
T: 0118 9690839
Company Reg No: 07159470
VAT Reg No: 988993907





- 1.1 Q: Is a plan showing the nearest public sewers provided?
A: A copy of an extract of the public sewer map is included. It will only show public sewers within the vicinity of the subject of this search.

Notes: The Water Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these; therefore they are not shown on the plan. Section 104 sewers are not shown on the plan.

- 1.2 Q: Does foul drainage from the property drain to a public sewer?
A: YES. The public records indicate that foul water from the property drains to a public sewer.

Notes: If foul water does not drain to the public sewerage system the property may have private facilities in the form of a Cesspit, Septic tank or other type of treatment plant. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 1.3 Q: Does surface water from the property drain to a public sewer?
A: YES. The public records indicate that surface water from the property drains to a public sewer.

Notes: In some cases the water company's 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. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 1.4 Q: Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?
A: NO. The water company's records indicate that the sewers serving the development of which this property forms part of are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement.

Notes: SECTION 104 AGREEMENT – An agreement made between a housing developer and the sewerage undertaker, under section 104 of the Water Industry Act 1991, for the adoption of sewers intended to serve a new development. A bond to guarantee proper performance by the developer of their obligations often supports the agreement. Where the property is part of a very recent or ongoing development and the sewers are not the subjects of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under section 104 of the Water Industry Act 1991.



- 2.1 Q: Does the public sewer map show any public sewer within the boundary of the property?
A: We are not aware of any public sewers within the boundary of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development; The water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.

- 2.2 Q: Does the public sewer map show any public sewer within 100ft (approximately 30m) of the property?
A: YES. The public sewer map indicates that there is a public sewer within 100ft of the property. It has not always been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within 100ft of the boundary of the property.

Notes: The presence of a public sewer within 100 feet (approximately 30 metres) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the centre of the property or land shown on the Ordinance Survey record. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.

- 2.3 Q: Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?
A: NO. The water company's records indicate that there is not a statutory agreement or consent in respect of the building over a public sewer at this property. For historical reasons the water company may not be aware of some agreements or consents which have been entered into by the Local Authority.

Notes: The erection of a building or structure is not permitted over water mains or public sewers, without a special agreement from the water company such as a 'building over agreement'. Any such building or structure might cause damage and would restrict or interfere with the undertaker's access to the apparatus for repair, inspection, maintenance or renewal.



- 3.1 Q: Please advise who the sewerage undertaker is:
A: Yorkshire Water Services Ltd.

Notes: The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 3.2 Q: Which company supplies water to the area?
A: Yorkshire Water Services Ltd.

Notes: The water company is not responsible for private supply pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 3.3 Q: Is the property connected to mains water supply?
A: YES. The public records indicate that the property is connected to a mains water supply.

- 3.4 Q: Does the map of the waterworks show any vested water mains or assets within the boundary of the property?
A: We are not aware of any vested water mains within the boundary of the property.

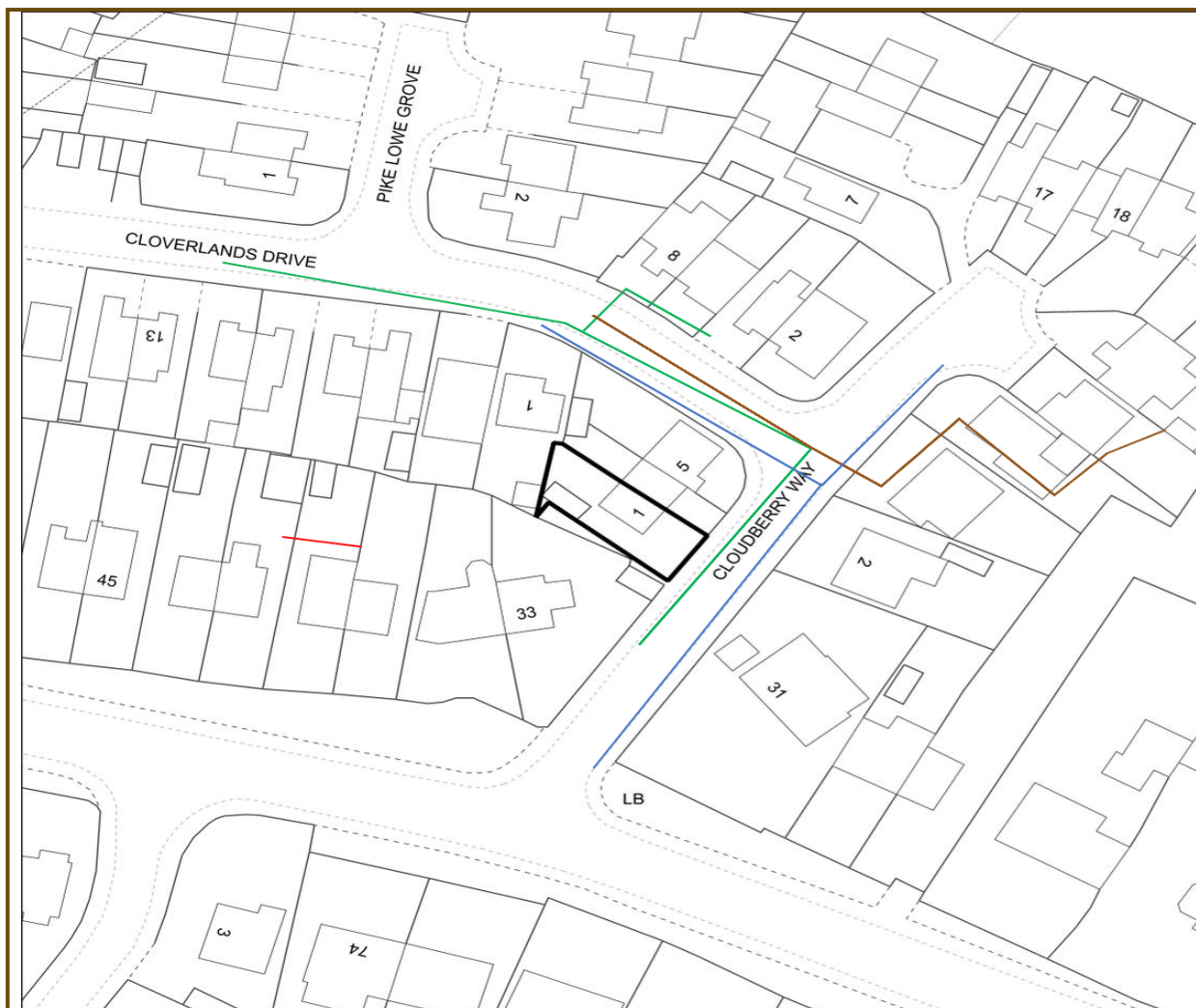
Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a vested water main within the boundary of the property may restrict further development within it. The water company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work.

- 4.1 Q: What is the basis for charging for water supply and sewerage at this property?
A: Please refer to vendor or pre-contract documents.

Disclaimer


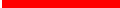
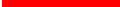
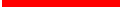



Conveyancing Data Services has made reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions: Private sewers, private water pipes and sewers subject to a section 104 agreement are not shown on this plan. Pipes and drainage connections may not be shown. We are not, in any way, liable for inaccuracies or omissions in the information provided to us by the water company in reference to the sewerage and water pipes. We are not, in any way, liable for inaccuracies or omissions in the information provided by Ordinance Survey in reference to the location of buildings and their boundaries. Conveyancing Data Services is not responsible, in any way, for the installation, maintenance or upkeep of any the pipelines mentioned in this report or the provision of drainage and/or water services. Any queries relating to these matters should be directed to the company(s) identified in replies 3.1 and 3.2.

From 1st October 2011, ownership of private lateral drains and sewers has changed as per The Water Industry Regulations 2011 (Schemes for Adoption of Private Sewers). The copy of the Public Sewer Map may not yet reflect these changes.



Information in this map is taken from the Public Sewer Map and is provided for identification purposes only. The Water Companies offer no warranty to its accuracy. If you are considering any form of building works and pipes are shown in or near the boundary of the property, a surveyor should plot its exact position prior to purchase.

Where a plan of the nearest public sewers has been included within the report, the colourkey is as below:

	Public Combined Sewer
	Public Surface Water Sewer
	Public Foul Sewer
	Sewer Publicly Maintained Under Section 24 Public Health Act 1936
	Abandoned Public Sewers
	Public Water Main
	Manhole (if applicable but not always displayed on the public sewer map)



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by **Conveyancing Data Services Ltd (4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T: 0118 9690839)** which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best 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 Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS

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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Claire Masters, Head of Search Production. Conveyancing Data Services Ltd, 1200 Delta Business Park, Swindon, SN5 7XY. T:0118 9690839.
Email: info@conveyancingdata.com.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.



TERMS AND CONDITIONS

Conveyancing Data Services, as part of its core business activities, supplies a range of conveyancing and company search reports for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Data Services.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions the following words shall have the meanings set opposite them:
"Conveyancing Data Services Report" means any Report that we produce on your behalf.
"Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first.
"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.
"Order" means your request for us to provide the Services, which you place Online or by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone.
"Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report.
"Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Conveyancing Data Services Report or a Third Party Report.
"Third Party Report" means any Report that we procure from a third party on your behalf.
"Services" means our delivery of Reports to you.
"Us" "we" "our" means Conveyancing Data Services Limited whose registered office is at 1200 Delta Business Park, Welton Road, Swindon, SN5 7XZ
"Working Day" means Mondays to Fridays except bank and public holidays.
"You" "Your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.
1.2 Headings used in these Conditions are for convenience only and shall not affect their interpretation.
1.3 If there is a conflict between an Order and the Conditions, the Order will prevail.

2. THE SERVICES

- 2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
2.2 Each Order if accepted by us will constitute a separate and severable contract.
2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.
2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.
2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.
2.6 In providing search reports and services we will comply with the Search Code

3. CHARGES

- 3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.
3.2 You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 14 days (unless shown otherwise) of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:
3.2.1 Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;
3.2.2 Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the end of such suspension or termination.

4. YOUR OBLIGATIONS

- 4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.
4.2 You agree that any Report that we may deliver to you is delivered to you on the understanding that it is only for your use and for the purpose that you have disclosed to us.
4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.
4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

5. CANCELLATION

- 5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.
5.2 Cancellation of an order will only be refunded if we have not incurred any costs for the order.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any and all Intellectual Property Rights in the Conveyancing Data Services Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Report in whole or part other than is expressly permitted by these Conditions.

7. LIMITATION OF LIABILITY

- 7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).
7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.
7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).
7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.
7.5 We will not be liable for any failure to perform our services due to an event beyond our reasonable control.
7.6 Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £10,000,000 per claim.

8. FORCE MAJEURE

- 8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

9. ASSIGNMENT

- 9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.
9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. GENERAL

- 10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.
10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.
10.7 Independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.
10.8 The Company's complaints procedure is shown above.
10.9 All information held by the company is covered by the Data Protection Act 2018 which include provision for compliance with the General Data Protection Regulations (GDPR). Our Privacy Policy explains how we store, protect and use your personal data and can be viewed at http://www.conveyancingdata.com/pub/privacy_statement_final_for_cd.pdf.