

Order received: 7 June 2024
Order completed: 12 June 2024

Drainage and water enquiry

CON29DW Residential

Order reference: LS/U1801128

Your reference: 3882946-10136836

Search address:

50 Vale Road
Haywards Heath
West Sussex
RH16 4JS

Ordered by:

Property Information Exchange
Ground Floor 1 Capitol Court
Arnsley
South Yorkshire
S75 3TZ

For enquiries regarding the information provided in this report, please contact the LandSearch team at searches@southernwater.co.uk.

Web: www.southernwater.co.uk

LandSearch
Southern Water Services
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What you need to know about...

Private sewer transfer

On 1 October 2011, ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect these changes.

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

Records searched

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

Moving house

All customers

There can be a lot to do and remember when you're moving home. Our online forms make it easy for you to let us know about your move. Whether you are moving within our area, moving into our area or moving out of the area, please let us know by visiting: www.southernwater.co.uk/moving-house.

Wastewater-only customers

Your water might be supplied by a separate company. If so, you'll only receive a wastewater bill from us. If your water is not supplied by Southern Water, you can find out how to contact your water company by visiting our website: www.southernwater.co.uk/wastewater-only-customers.



Your order summary

Maps

1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map provided
1.2	Where relevant, please include a copy of an extract from the map of waterworks	Map provided

Drainage

2.1	Does foul water from the property drain to a public sewer?	Yes
2.2	Does surface water from the property drain to a public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Yes
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has any sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is the building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See answer

Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is the property at risk of receiving low water pressure or flow?	No
3.5	What is the classification of the water supply for the property?	See answer
3.6	Please include details of the location of any water meter serving the property.	See answer

Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Southern Water
4.1.2	Who is responsible for providing the water services for the property?	South East Water
4.2	Who bills the property for sewerage services?	South East Water
4.3	Who bills the property for water services?	South East Water
4.4	What is the current basis for charging for sewerage and/or water services at the property?	Metered
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of change of occupation?	No Change

Maps

Public sewer map

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

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

Guidance Notes:

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

Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an "as constructed" record. It is recommended these details be checked with the developer.

Map of waterworks

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

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

Guidance Notes:

The "water mains" in this context are those which are vested in and maintainable by the water company under statute.

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

Water companies are not responsible for the 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.

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.

Drainage

Foul water

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

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

Guidance Notes:

Water companies are not normally responsible for any private drains and sewers which 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.

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

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

The connection status of the property may have been determined by reference to billing records.

Surface water

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

A.: Records indicate that surface water from the property drains to a public sewer.

Guidance Notes:

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

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

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

The connection status of the property may have been determined by reference to billing records.

Surface water drainage charge

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

A.: Records confirm that a surface water drainage charge is payable for the property at £25.98 for each financial year.

Guidance Notes:

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

Where surface water drainage charges are payable but if on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for rebate of the surface water drainage charge. Details can be obtained from the Company.

Public sewers within the boundary of the property

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

A.: The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property. However, from 1 October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

Guidance Notes:

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

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

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

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

Public pumping station within the boundary of the property

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

A.: The public sewer map included indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Guidance Notes:

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

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

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

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

Public sewers near to the property

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

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

Guidance Notes:

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

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

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

Public pumping station near to the property

Q. 2.5.1: Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

A.: The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Guidance Notes:

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

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

Public adoption of sewers and lateral drains

Q. 2.6: Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

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

Guidance Notes:

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.

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

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

Building over a public sewer, disposal main or drain

Q. 2.7: Has the sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

Guidance Notes:

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

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

Risk of flooding due to overloading public sewers

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

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

Guidance Notes:

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

"Internal flooding" from the public sewers is defined as flooding, which enters a building or passes below a suspended floor.

For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

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

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

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

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

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

Sewage treatment works

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

A.: The nearest sewage treatment works is 2.85 kilometres South South East of the property. The name of the sewage treatment works is WIVELSFIELD WTW, which is the responsibility of Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX.

Guidance Notes:

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

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

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

Water

Connection to mains water supply

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

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

Guidance Notes:

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

The connection status of the property may have been determined by reference to billing records.

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

Water mains, resource mains or discharge pipes

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

A.: The map of waterworks is provided by South East Water whose records do not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

Guidance Notes:

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

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

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

Adoption of water mains and services pipes

Q. 3.3: Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

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

Guidance Notes:

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

Risk of low water pressure or flow

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

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

Guidance Notes:

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

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

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

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

Water companies include properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Refer to list below:

Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies exclude properties which are affected by low pressure only on those days with the highest peak demands. During the year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance: Companies exclude low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded because of planned maintenance are actually caused by maintenance.

One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded.

Water hardness

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

A.: The water supplied to the property has an average water hardness of 77 mg/l calcium carbonate which is defined as "Moderately soft" by South East Water.

Guidance Notes:

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

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

Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table explains how to convert mg/l calcium and mg/l calcium carbonate classifications.

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

Water meters

Q. 3.6: Please include details of the location of any water meter serving the property.

A.: Records indicate that the property is served by a water meter, which is not located within the dwelling–house which is or forms part of the property, and in particular is located IN VRGE LHS OF PATH FRONT DOOR .

Guidance Notes:

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

If a property is measured (metered) upon change of occupation this property will remain as a metered property.

Charging

Sewerage undertakers

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

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

Water undertakers

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

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

Sewerage bills

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

A.: The property is billed for sewerage services by:

South East Water Ltd
Rocfort Road
Snodland
Kent
ME6 5AH

Tel: 0333 000 0001
www.southeastwater.co.uk

Water bills

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

A.: The property is billed for water services by:

South East Water Ltd
Rocfort Road
Snodland
Kent
ME6 5AH

Tel: 0333 000 0001
www.southeastwater.co.uk

Current basis for sewerage and water charges

Q. 4.4: What is the current basis for charging for sewerage and/or water services at the property?

A.: The charges are based on actual volumes of water measured through a water meter ("metered supply").

Guidance Notes:

The water undertaker 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); for automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres; in a bath with a capacity in excess of 230 litres; in a power shower.

If a property is measured (metered) upon change of occupation this property will remain as a metered property.

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

Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the companies free of charge upon request.

The Water Industry Act 1991 Section 150, The Water Resale Order 2001, provides protection for people who buy their water and sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (Ofwat) website: www.ofwat.gov.uk.

Charges following change of occupation

Q. 4.5: Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

A.: There will be no change in the current charging arrangements as a consequence of change of occupation.

Guidance Notes:

Water and sewerage undertakers' full charges are set out in their charges schemes which are available from the relevant undertaker free of charge upon request.

It is Southern Water's policy to meter all new water connections which would result in charges being levied according to the measured tariff.

If a property is measured (metered) upon change of occupation this property will remain as a metered property.

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

The water undertaker 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); for automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres; in a bath with a capacity in excess of 230 litres; in a power shower.

Appendix one: Terms and expressions

"the 1991 Act" means the Water Industry Act 1991(i);
"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(ii);
"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(iii);
"adoption agreement" means an agreement made or to be made under Section 51A (1) or 104(1) of the 1991 Act (iv);
"bond" means a surety granted by a developer who is a party to an adoption agreement;
"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;
"calendar year" means the twelve months ending with 31 December;
"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;
"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which:
(a) Is a pipe for the conveyance of effluent to or from any 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 any buildings or yards appurtenant to buildings within the same curtilage;
"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;
"financial year" means the twelve months ending with 31 March;
"lateral drain" means:
(a) That part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act(v);
"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(vi);
"maintenance period" means the period so specified in an adoption agreement as a period of time:
(a) From the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
(b) Until the date that private sewer or lateral drain is vested in the sewerage undertaker;
"map of waterworks" means the map made available under section 198(3) of the 1991 Act(vii) in relation to the information specified in subsection (1A);
"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;
"public sewer" means, subject to Section 106(1A) of the 1991 Act (viii), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker:
(a) By virtue of a scheme under Schedule 2 to the Water Act 1989(ix);
(b) By virtue of a scheme under Schedule 2 to the 1991 Act(x);
(c) Under Section 179 of the 1991 Act (xi); or
(d) Otherwise;
"public sewer map" means the map made available under Section 199(5) of the 1991 Act (xii);
"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of:
(a) Conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
(b) Giving or taking a supply of water in bulk;
"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;
"sewerage undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;
"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;
"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;
"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;
"water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;
"water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and
"water undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

In this report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

- (i) 1991 c.56.
- (ii) S.I. 2000/3184. These Regulations apply in relation to England.
- (iii) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (iv) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (v) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.
- (vi) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (vii) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (viii) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (ix) 1989 c.15.
- (x) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (xi) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (xii) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix two: CON29DW Residential terms and conditions

The Customer the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied.

Definitions

- "Client" means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.
"Company" means Southern Water Services Limited who produces the Report.
"Customer" means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or as an agent for a Client.
"Order" means any request completed by the Customer requesting the Report.
"Property" means the address or location supplied by the Customer in the Order.
"Purchaser" means the actual or potential purchaser of the Property including their mortgage provider.
"Report" means the drainage and/or water report prepared by Company in respect of the Property.

1.0 Agreement

- 1.1 The Company agrees to supply the Report to the Customer subject to these terms and the Drainage and Water Services Network (DWSN) Standards, as set out at www.dwsn.org.uk. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client or is acting in the course of the Customer's business, trade or profession then the Customer shall be responsible for bringing these terms to the attention of the Client and/or the Purchaser.
- 1.2 Where the Customer is acting as an agent for the Client or is acting in the course of the Customer's business, trade or profession the Client shall be entitled to the benefit of these terms to the exclusion of the Customer.
- 1.3 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.
- 1.4 If the Customer is not acting wholly or mainly in the course of its business, the Customer may cancel the Order within 14 days of placing the Order, provided that the decision to cancel is made in a clear statement by letter, fax or email. The right to cancel the Order shall expire 14 days from the date on which the Order was made.
- 1.5 If the Customer is not acting wholly or mainly in the course of its business, the Customer must inform the Company if the Customer requires the Company to begin producing the Report on a date sooner than 14 days from the date that the Order was received by the Company.
- 1.6 If the Customer is acting wholly or mainly in the course of its business, the Customer may cancel the Order before the Report is received. Cancellation must be in the form of a clear statement by letter, fax or email.
- 1.7 The Company will reimburse the Customer without undue delay and not later than 14 days after the day on which the Company received the statement of the decision to cancel. The amount reimbursed shall be the full cost of the Report, unless Clause 1.5 or 1.6 applies. If Clause 1.5 or 1.6 applies, the Company may reimburse the cost of the Report less any costs already outlaid in its preparation, including fees due to third parties which have been incurred by the Company in preparing the Report.

2.0 The Report

Whilst the Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and/or the Purchaser on the basis that they acknowledge and agree to the following:

- 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and/or the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.
- 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
- 2.4 The Report provides information as to the location and connection of existing services and other information in relation to drainage and water enquiries and shall not be relied on or used for any other purpose by the Customer, Client or Purchaser. The Report may contain general advice to the Customer, the Client and/or the Purchaser. The Company cannot ensure that any such general advice is accurate, complete or valid and accepts no liability therefore.
- 2.5 The position and depth of apparatus shown on any maps attached to the Report are indicative. The exact positions and depths of apparatus shown on any maps may be established by undertaking the Customer's or Client's own investigations such as excavations or trial holes. The Company is responsible for inaccuracies in the maps within the Report to the extent that such inaccuracies are a direct result of the Company's negligence and the existence of which the Company ought reasonably to have been aware.

3.0 Liability

- 3.1 The Company shall not be liable to the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control.
- 3.2 The Report is produced only for use in relation to individual domestic property transactions and cannot be used for development of land, commercial development of domestic properties, or commercial properties for intended occupation by third parties.
- 3.3 The Company shall not be liable to the Customer, Client or Purchaser in contract, tort or otherwise for any incorrect information in the Report unless any such liability arises as a direct consequence of the Company's negligence and the existence of which incorrect information the Company ought reasonably to have been aware.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.
- 3.5 With the exception of liability under Clause 3.4, the liability of the Company in connection with these terms to the Customer, Client or Purchaser in contract, tort or otherwise shall not exceed the aggregate sum of Ten Million Pounds (£10,000,000).

4.0 Copyright and confidentiality

- 4.1 The Customer the Client and/or the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of the Company, save for those intellectual property rights which are the property of the Law Society or Ordnance Survey, whichever is applicable. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 4.3 The Customer the Client and/or the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer the Client and/or the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.
- 4.6 The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

5.0 Payment

- 5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

6.0 General

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer, the Client or the Purchaser's statutory or any other rights of access to the information contained in the Report.
- 6.4 The Customer may make a complaint to the company using the complaints procedure which is available on the Company's website. If the Customer is dissatisfied with the outcome having followed the complaints procedures, the Customer may refer the complaint to the Property Ombudsman using The Property Ombudsman Scheme (TPOs). Further information can be obtained by visiting www.tpos.co.uk.
- 6.5 These terms and conditions are the only terms that shall apply in connection with the issue of the Report by the Company and save where specifically incorporated by reference shall constitute the entire agreement between the parties.
- 6.6 In the event of any ambiguity or inconsistency between these terms and conditions and the terms on the Company's website, these terms and conditions shall take precedence over any such terms on the website.
- 6.7 Save as provided for in Clause 1.2, it is not intended that any other person who is not a party to these terms has any right to enforce any term of these terms under the Contracts (Rights of Third Parties) Act 1999.

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

Appendix three: Complaints procedure

When we get it wrong

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

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

How you contact us

Email us at searches@southernwater.co.uk

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

What you can expect

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

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

The process

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

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

Our commitment to you

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

If you remain dissatisfied

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

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

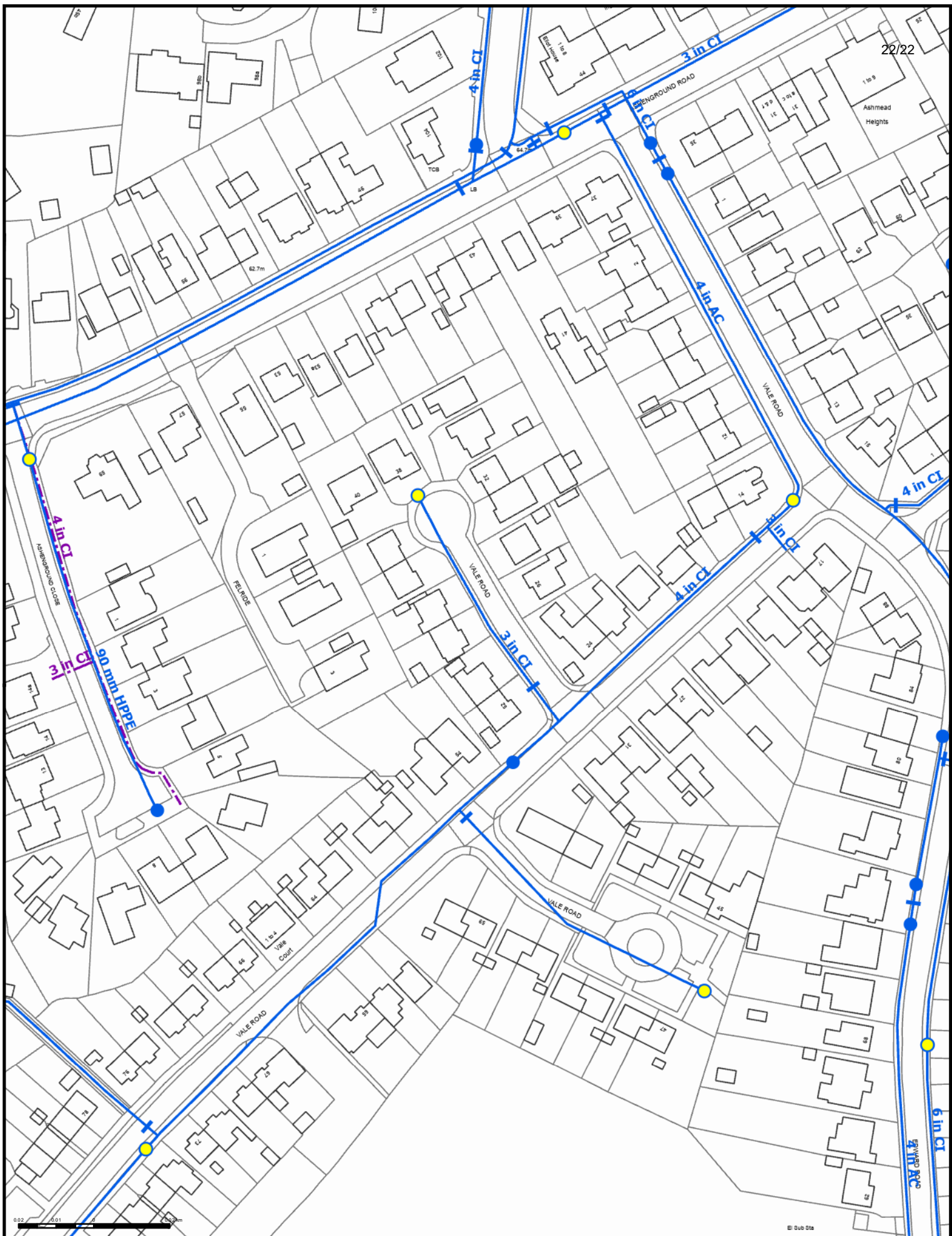
The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury SP1 2BP

Telephone: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk



Drawing Title: 50, Vale Road, Haywards Heath, West Sussex, RH16 4JS

Valve Washout Fire Hydrant Meter Pressure Valve Air Valve Distribution Main Abandoned Main Company Boundary				Reference: U1800281	
				Plot Date:	07/06/2024
				Grid Reference:	533,141.0000 123,009.0000
				Scale:	1:1,250
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