United Utilities
Water for the North West

CON29DW
DRAINAGE AND WATER ENQUIRY

CON 29 drainage and water enquiry

This report has been produced on records held by United Utilities at the time the search results were compiled

Client:

Scout Legal Services

Scout Legal Services
Suite 507, Daisyfield Business Centre, Appleby Street
Blackburn,
BB1 3BL

Client ref: SLS/M4 5AE

Order number: UUPS-ORD-373910
Received date: 08/03/2022
Response date: 11/03/2022

The following records were searched in compiling this report:

The map of public sewers
The map of waterworks
Water and sewerage billing records
Adoption of public sewers records
Building over public sewer records
Adoption of public water mains records
Water supply clarification
All of these are held by United Utilities Water Limited.

Property address: 39 GREAT ANCOATS STREET, MANCHESTER, M4 5AE

Enquiries and Responses
The records were searched by Demi Ward for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Demi Ward for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

Please note if you wish us to investigate and/or amend the results we can do this but we will need an instruction from the customer who originally ordered the search from us, we will not investigate based on the third party request.

How to contact us:

United Utilities Water Limited
Property Searches
Haweswater House
Lingley Mere Business Park
Great Sankey
Warrington
WA5 3LP

Telephone: 0370 7510101

E-mail: propertysearches@uuplc.co.uk

Additional useful numbers:
Moving Home, call 0345 026 7661 to change your billing details or set up new account.
Developer Services, call 0345 0726067 for a new connection or build over enquiries.

What is included:

1. Summary of findings and key
2. Detailed findings of the CON29DW
3. Guidance for interpretation
4. Terms and conditions
5. Complaints policy

Members of the Drainage and Water searches network

DRAINAGE + WATER SEARCHES NETWORK
DWSN

The Property Ombudsman

United Utilities
Water for the North West

CON29DW
DRAINAGE AND WATER ENQUIRY

To help understand the implications of the drainage and water enquiries report a summary guide to the content of the full report is provided below.

✓ *This response represents the typical situation for a property.*

✗ *This response represents an uncommon situation for a property and the purchaser should carefully consider its implications.*

⚑ *The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.*

Question	Report Schedule	Answer	
1.1	Where relevant, please include a copy of an extract from the public sewer map	Yes & location	✓
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Yes & location	✓
2.1	Does foul water from the property drain to a public sewer?	Connected	✓
2.2	Does surface water from the property drain to a public sewer?	Connected	✓
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?	None	✓
2.4.1	Does the public sewer map indicate any pumping station or any other ancillary apparatus within the boundaries of the property?	None	✓
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Public	✓
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?	None	✓
2.6.1	Are any foul sewers or lateral drains serving the development or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	Not applicable	✓
2.6.2	Are any surface water pipes 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?	Not applicable	✓
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?	None	✓
2.8	Is the property, or part of the property, at risk of internal foul 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.	Yes	✓
3.1	Is the property connected to mains water supply?	Connected	✓
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No	✓

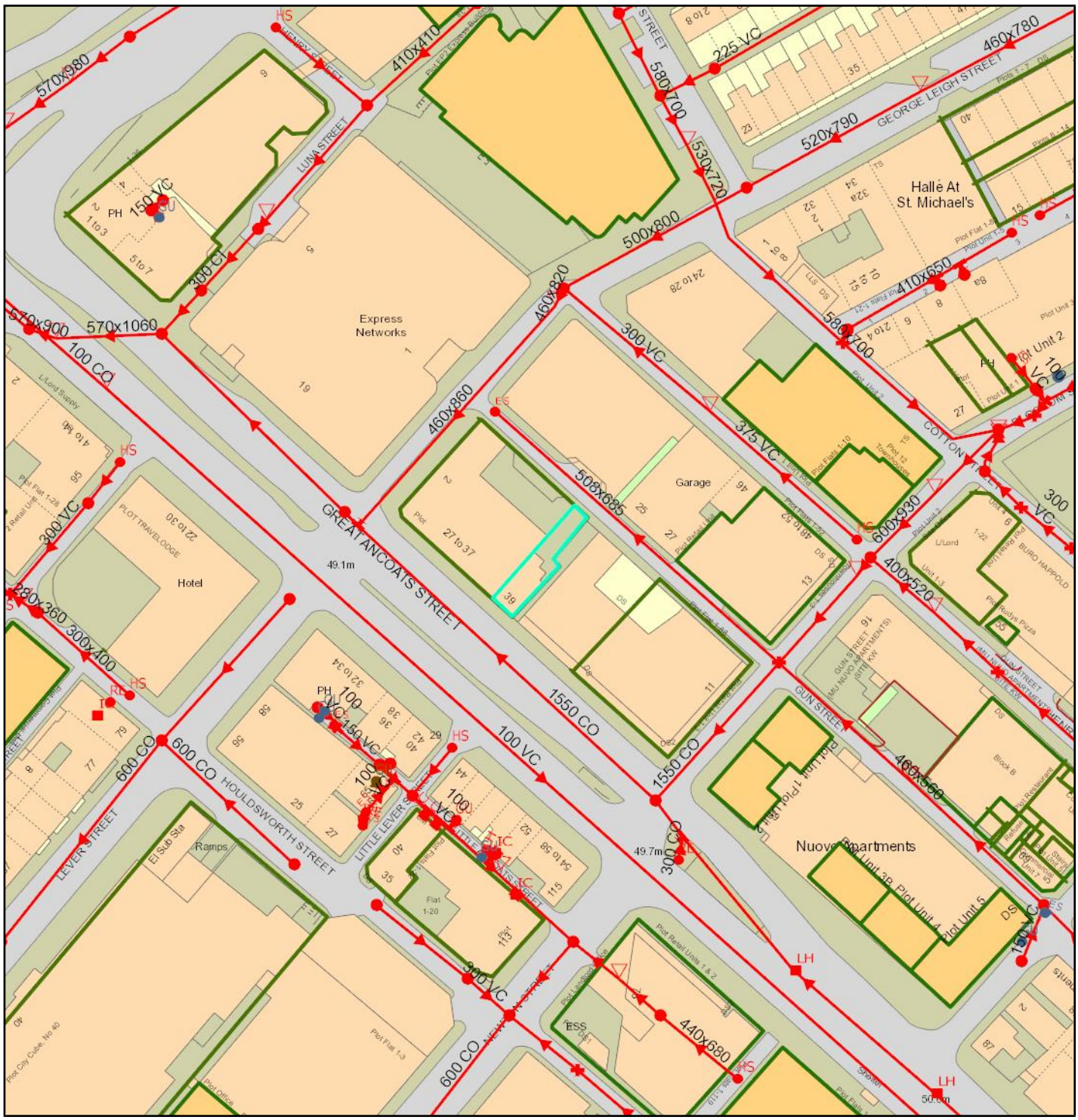
Question	Report Schedule	Answer	
3.3	Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	No	✓
3.4	Is the building at risk of receiving low water pressure or flow?	No	✓
3.5	What is the clarification of the water supply for the property	Very soft	✓
3.6	Please include details of the location of any water meter serving the property.	No meter	✓
4.1s	Who is responsible for providing the sewerage services for the property?	United Utilities	✓
4.1w	Who is responsible for providing the water services for the property?	United Utilities	✓
4.2	Who bills the property for sewerage services?	United Utilities	✓
4.3	Who bills the property for water services?	United Utilities	✓
4.4	What is the current basis for charging for sewerage and/or water services at the property?	Rateable Value	✓
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No Change	✓

United Utilities
Water for the North West

CON29DW
DRAINAGE AND WATER ENQUIRY

SEWER RECORD

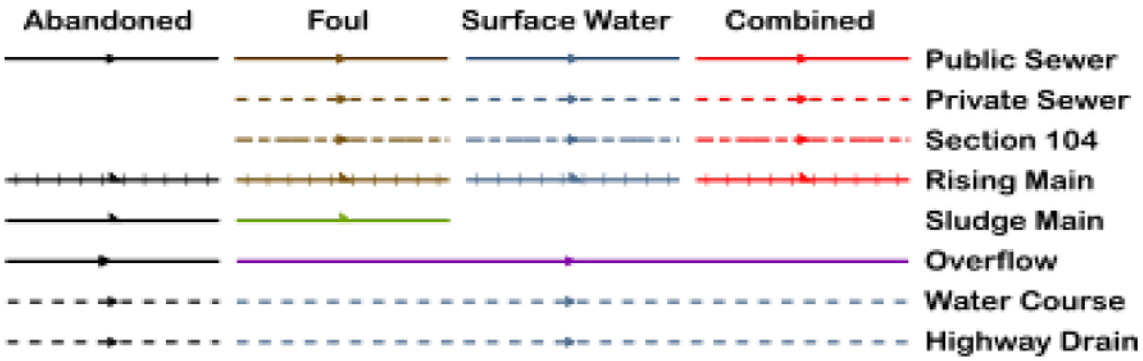
39 GREAT ANCOATS STREET, MANCHESTER, M4 5AE



The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes, sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities Water PLC 2017.The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M.Stationery Office, Crown copyright 100022432 and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

Wastewater Symbology



All point assets follow the standard colour convention:	red – combined	brown - foul
	blue – surface water	purple - overflow

- Manhole
- HS Head of System
- ES Extent of Survey
- RE Rodding Eye
- IN Inlet
- DP Discharge Point
- HY Vortex
- PE Penstock
- WO Washout Chamber
- VA Valve
- AV Air Valve
- NRV Non Return Valve
- SO Soakaway
- GU Gully
- CA Cascade
- FM Flow Meter
- HA Hatch Box
- OI Oil Interceptor
- SM Summit
- DS Drop Shaft
- OP Orifice Plate
- Side Entry Manhole
- Outfall
- Screen Chamber
- IC Inspection Chamber
- Bifurcation Chamber
- LH Lamp Hole
- T Junction / Saddle
- Catchpit
- Valve Chamber
- Vent Column
- Vortex Chamber
- Penstock Chamber
- T Network Storage Tank
- V Sewer Overflow
- WwTW Ww Treatment Works
- Ww Pumping Station
- Septic Tank
- Control Kiosk
- Change of Characteristic

Clean Water Symbology

Proposed	Abandoned	Live	
			Distribution Main
			Trunk Main
			Comms Pipe
			Private Pipe
			Concessionary Service
			Raw Water
			LDTM Raw Water
			LDTM Treated Water

- Air Valve
- AC Valve, open
- AC Valve, closed
- CC Valve, open
- CC Valve, closed
- Non Return Valve
- Pressure Management Valve
- OMS Valve
- Stop Tap
- Flow Meter
- Domestic Meter
- Commercial Meter
- Pump
- Hydrant
- Fire Hydrant
- Anode
- Chlorination Point
- De-chlorination Point
- Strainer Point
- Access Point
- Hatch Box
- IP Point
- Sampling Station
- Logger Box

- Bore Hole
- Inlet Point
- Bulk Supply Point
- End Cap
- Site Termination
- Change of Characteristic
- Condition Report

Property Types

- Water Tower
- Valve House
- Booster Pumping Station
- Intake Pumping Station
- Water Treatment Works
- Supply Reservoir
- Service Reservoir
- Impounding Reservoir
- Pipe Bridge

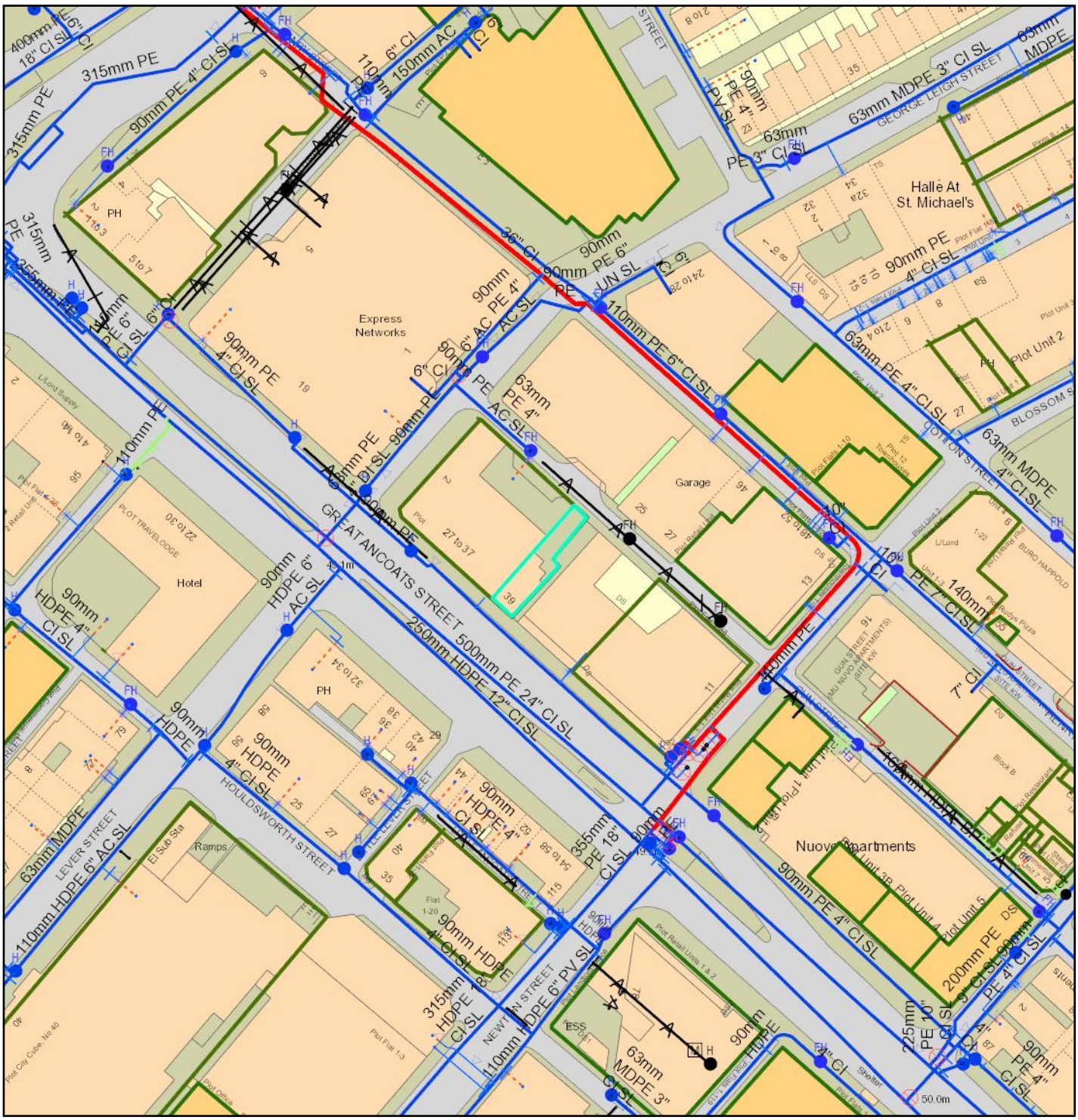
Symbology for proposed assets is the same as above, but shown in green
Symbology for abandoned assets is the same as above, but shown in black

United Utilities
Water for the North West

CON29DW
DRAINAGE AND WATER ENQUIRY

WATER RECORD

39 GREAT ANCOATS STREET, MANCHESTER, M4 5AE



The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes, sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities Water PLC 2017.The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M.Stationery Office, Crown copyright 100022432 and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

Question 1.1 **Where relevant, please include a copy of an extract from the public sewer map**

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

Guidance The Water Industry Act 1991 defines public sewers as those which (United Utilities) have responsibility for.

Other assets and rivers, water courses, ponds, culverts or highway drains may be shown for information purposes only. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

The 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 sewerage undertaker or its contractors needing to enter the property to carry out work.

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

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

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

Assets other than public water mains may be shown on the plan, for information only. Water undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these.

These may pass through land outside of the control of the seller, or may be shared with adjacent properties.

The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

If an extract of the public water main record is enclosed, it 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.

Where there is no water main easily accessible from the property boundary (e.g. it is not laid in a street very close to the property) and the property receives a water supply from the Water Undertaker this indicates that there is likely to be a private water supply pipe connecting the customer's water supply pipe to the water main. The Water Undertaker is not responsible for the maintenance of the private pipe and will have no record of the location of the pipe. Customers must rely on their own investigations to confirm the pipe's location and who is responsible for the maintenance of this private pipe.

The presence of a public water main running 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.

Question 2.1 **Does foul water from the property drain to a public sewer?**

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

Guidance Sewerage undertakers are not responsible for any private drains or 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.

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.

If an extract from the public sewer map is enclosed, this will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.2 **Does surface water from the property drain to a public sewer?**

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

Guidance

Sewerage undertakers are not responsible for any private drains or 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 undertakers' 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 sewerage undertaker.

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.

If an extract from the public sewer map is enclosed, this will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.3 **Is a surface water drainage charge payable?**

Answer **Records confirm that a surface water drainage charge is payable for the property at £86.68 for each financial year.**

Guidance

If the property was constructed after the 6th April 2015 the surface water drainage may be served by a sustainable drainage system. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

Where surface water 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 a rebate of the surface water drainage charge. Details can be obtained from the sewerage undertaker.

Drainage charges are subject to annual review and amounts may change. If the property was constructed after 6th April 2015 the surface water drainage may be served by a sustainable drainage system. Further information may be available from the developer or question 3.3 of the CON29 from the local authority from 4th July 2016.

Question 2.4 **Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

Answer

The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundary of the property. However from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map which may further prevent or restrict development of the property. If you are considering any future development at this property which may require build over consent, please complete the enquiry form by accessing the following link https://www.unitedutilities.com/services/builders-developers/

Guidance

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. A property of this type will normally be served by a shared sewer passing through the boundaries of several properties. It is therefore likely that a public sewer or lateral drain is present within the property boundary.

Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and therefore it is possible there may be additional public assets which may not be shown on the public sewer plan.

The presence of public assets running within the boundary of the property may restrict further development. If there are any plans to develop the property further enquiries should be made to United Utilities Build Over department.

United Utilities Water has a legal 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.

Question 2.4.1

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

Answer

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

Guidance

From 1 October 2016 United Utilities will be responsible for private pumping stations (though we may take ownership of some stations before this date) that either:

* serve a single property, and are outside the property boundary or

* serves two or more properties

Only private pumping stations installed before 1st July 2011 will be transferred into our ownership. United Utilities will be responsible for all associated costs, maintenance, repairs and any necessary upgrade work.

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

Question 2.5

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

Answer

The public sewer map included indicates that there are public sewers within 30.48 metres (100 feet) of a building within the boundary of the property. However from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map which may further prevent or restrict development of the property. Please refer to Q2.4 sewer in boundary" for further details.

Guidance

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

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

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

Sewers 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 may be shown on the copy extract for information only.

Question 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?**

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

Guidance

From 1 October 2016 United Utilities will be responsible for private pumping stations (though we may take ownership of some stations before this date) that either:

* serve a single property, and are outside the property boundary or

* serves two or more properties.

Only private pumping stations installed before 1st July 2011 will be transferred into our ownership. United Utilities will be responsible for all associated costs, maintenance, repairs and any necessary upgrade work.

If you think there might be a private pumping station on your land or near your business property, please let us know by completing this questionnaire with as much information as possible, please visit our website http://www.unitedutilities.com/ppstransfer.aspx.

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

Question 2.6.1 **Are any foul sewers or lateral drains serving the development or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

Answer **The property is part of an established development and is not subject to an adoption agreement**

Guidance

This enquiry is of interest to purchasers of new property 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.

Question 2.6.2 **Are any surface water pipes 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?**

Answer **The property is part of an established development and is not subject to an adoption agreement**

Guidance

This enquiry is of interest to purchasers of new property 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.

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?**

Answer **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, 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

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

From 1st 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 plans to erect a building or extension on the property over or in the vicinity of these.

Prior to 2003 United Utilities Water Limited had sewerage agency agreements with the local authorities, therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

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

Question 2.8 **Is the property, or part of the property, at risk of internal foul flooding due to overloaded public sewers?**

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

Guidance

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 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.

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 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.

Properties may be at risk of flooding but not included 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 private sewers and drains and the sewerage undertaker makes no comment upon this matter. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

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

Question 2.9 **Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.**

Answer **The nearest Sewage Treatment Works is 2.99 miles (4.81 km), North East of the property. The name of the Sewage treatment works is Failsworth WwTW. The owner is United Utilities**

Guidance

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.

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

It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities Water Limited seeks to manage the impact of odour from operational sewage works on the surrounding area.

This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, Food and Rural Affairs (DEFRA).

This code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works.

However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.unitedutilities.com.

Question 3.1 **Is the property connected to mains water supply?**

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

Guidance

Water undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties.

Details of private supplies are not kept by the water undertaker. The situation should be 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?**

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

Guidance

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 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.

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?**

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

Question 3.4 **Is the building at risk of receiving low water pressure or flow?**

Answer **Records confirm that the building is not recorded by the water undertaker as being at risk of receiving low water pressure or flow.**

Guidance The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water undertakers report 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). Reference level: The reference level of service is a flow of 9l/min at a pressure of 10m head on the customer's side of the main stop tap (mst). The reference level applies to a single property. 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. Where a common service pipe serves more than one property, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. Surrogate for the reference level: Because of the difficulty in measuring pressure and flow at the mst, companies may measure against a surrogate reference level. Companies should use a surrogate of 15m head in the adjacent distribution main unless a different level can be shown to be suitable. In some circumstances companies may need to use a surrogate pressure greater than 15m to ensure that the reference level is supplied at the customer's side of the mst (for example in areas with small diameter or shared communication pipes).

There are a number of circumstances under which properties identified as receiving low pressure should be excluded from the reported figure. The aim of these exclusions is to exclude properties which receive a low pressure as a result of a one-off event and which, under normal circumstances (including normal peaks in demand), will not receive pressure or flow below the reference level. Companies must maintain verifiable, auditable records of all the exclusions that they apply in order to confirm the accuracy and validity of their information. Allowable exclusions includes Abnormal demand, Planned maintenance, One off incidents, Low pressure incidents of short duration and common supply.

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. Water undertakers exclude figures from properties which are affected by low pressure only on those days with the highest peak demands. During the yearly report water undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water undertakers will not report low pressures caused by planned maintenance. It is not intended that water undertakers identify the number of properties affected in each instance. However, water undertakers 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 pressure reducing valves or booster pumps); fire fighting 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 that 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.

A company must maintain a minimum pressure in the communication pipe of seven metres static head (0.7 bar). If pressure falls below this on two occasions, each occasion lasting more than one hour, within a 28-day period, the company must automatically make a GSS payment to the customer. There are exceptions to the requirement to make a GSS payment if the pressure standard is not met. These are: a payment has already been made to the same customer in respect of the same financial year; it is impractical for the company to have identified the particular customer as being affected, and the customer has not made a claim within three months of the date of the latter occasion; industrial action by the company's employees makes it not feasible to maintain the pressure standard; the act or default of a person other than the company's representative make it not feasible to maintain the pressure standard; or the pressure falls below the minimum standard due to necessary works taking place or due to a drought.

It should be noted that low water pressure can occur from private water mains, private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

Question 3.5 **What is the clarification of the water supply for the property**

Answer **The water supplied to the property has an average water hardness of 30mg/l calcium carbonate, which is defined as very soft by United Utilities**

Guidance

The hardness of water is due to the presence of calcium and magnesium minerals that are naturally present in the water. The usual signs of a hard water supply are scaling inside kettles, poor lathering of soaps and scum.

What is water hardness?

Hard water is formed when water passes through or over limestone or chalk areas and calcium and magnesium ions dissolve into the water. The hardness is made up of two parts: temporary (carbonate) and permanent (non-carbonate) hardness. When water is boiled, calcium carbonate scale can form, which can deposit on things like kettle elements. The scale will not stick to kettles that have a plastic polypropylene lining but will float on the surface. The permanent hardness that comprises calcium and magnesium sulphate does not go on to form scale when heated or boiled.

How is water hardness measured?

Hardness is usually expressed in terms of the equivalent quantity of calcium carbonate ($CaCO3$) in milligrams per litre or parts per million. You may also see hardness expressed as degrees of hardness in Clark (English) degrees, French or German degrees. Inter-conversion between the different measurements can be made by using the appropriate conversion factors below. There are no standard levels as to what constitutes a hard or a soft water. Table 1 gives an indication of the equivalents of calcium and calcium carbonate and the relative degree of hardness.

Water quality standards

There are no regulatory standards for water hardness in drinking water.

Water hardness in the North West

The majority of raw water in the United Utilities region comes from upland surface water reservoirs. The water in the reservoirs has little chance of passing through rocks and to dissolve the minerals that make water hard. Therefore, the majority of water in this region is soft or very soft. We supply water from a number of boreholes in the south of the region that are reasonably hard, but these tend to be blended with softer sources to meet demand. No water supply in the North West is artificially softened.

Can hard water be softened?

Yes, water can be softened artificially by the installation of a water softener or the use of 'jug type' filters. Medical experts recommend that a non-softened supply is maintained for drinking purposes because softened water may contain high levels of sodium. Softeners should be fitted after the drinking water tap and comply with the requirements of the Water Supply (Water Fittings) Regulations 1999. They should be maintained in accordance with manufacturers' instructions.

If you're interested in finding out more about the quality of your drinking water, please visit www.unitedutilities.com/waterquality and enter your postcode.

The Drinking Water Inspectorate is responsible for ensuring the quality of public water supplies. Visit their website at: www.dwi.defra.gov.uk.

Question 3.6 **Please include details of the location of any water meter serving the property.**

Answer **Records indicate that the property is not served by a water meter.**

Guidance Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

United Utilities Water Limited, PO Box 246, Warrington, WA55 1EA, Tel: 0345 672 2888, Internet; https://www.unitedutilities.com/services/all-about-water-meters/.

Question 4.1s **Who is responsible for providing the sewerage services for the property?**

Answer **United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP**

Guidance Not applicable

Question 4.1w **Who is responsible for providing the water services for the property?**

Answer **United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP**

Guidance For further information regarding the Water undertaker please see below contact details

Question 4.2 **Who bills the property for sewerage services?**

Answer **The property is billed for sewerage services by United Utilities Water Limited, Metered Billing PO Box 450 WA55 1AQ Tel 0345 6722999, Non Metered Billing (RV) PO Box 459, WA55 1WB Tel 0345 6722888 and unitedutilities.com.**

Guidance Notification of the change of occupancy on completion of sale should be made to this address.

Question 4.3 **Who bills the property for water services?**

Answer **The property is billed for water services by United Utilities Water Limited, www.unitedutilities.com: Metered Billing PO Box 450 WA55 1AQ Tel 0345 6722999 - Non Metered Billing (RV) PO Box 459, WA55 1WB- Tel 0345 6722888**

Guidance Notification of the change of occupancy on completion of sale should be made to this address.

Question 4.4 **What is the current basis for charging for sewerage and/or water services at the property?**

Answer **The charges are based on the rateable value of the property of 186 and the charge for the current financial year is £583.72.**

Guidance

Properties built before April 1990 are charged using the rateable value of the property.

Rateable values were set by the valuation office agency and are not the same as the council tax banding for the property. In 1990 the valuation office stopped setting rateable values and water companies are not allowed to change them or use the council tax banding as a basis for charging for water. Therefore all new properties built after 1990 are fitted with a water meter and bills are based on the amount of water used and recorded by the meter.

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.

Occupiers of properties charged using the rateable value of the property can opt to have a meter fitted. If they do, they have 24 months to decide if they want to stay on metered charges or go back to being charged on rateable value.

If they decide to go back to charges based on rateable value, the meter is left in place and any new occupier is charged using the meter, the new occupier cannot revert to rateable value charges.

The water industry act 1991 section 150, The water resale order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage undertaker.

Details are available from the office of water services (OFWAT) web Site: www.ofwat.gov.uk.

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?**

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

Guidance

Properties built before April 1990 are charged using the rateable value of the property.

Rateable values were set by the valuation office and are not the same as the council tax banding for the property.

In 1990 the valuation office stopped setting rateable values and water companies are not allowed to change them or use the council tax banding as a basis for charging for water. Therefore all new properties built after 1990 are fitted with a water meter and bills are based on the amount of water used and recorded by the meter.

If the property does not have a rateable value and we have been unable to fit a meter at the property charges will be based on an assessed charge.

Assessed charges are usually based on the type of property, for example terraced, semi-detached or number of occupiers.

Assessed charges and the single occupier tariff will be reassessed on change of occupancy because there may have been changes to pipework configuration or metering technology since the property was last surveyed which may mean that we are now able to fit a meter. Contact United Utilities on 0345 672 2888 to understand your basis for charging.

Occupiers of properties charged using the rateable value of the property can opt to have a meter fitted. If they do, they have 24 months to decide if they want to stay on metered charges or go back to being charged on rateable value.

If they decide to go back to charges based on rateable value, the meter is left in place and any new occupier is charged using the meter, the new occupier cannot revert to rateable value charges.

The water undertaker may also 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 a garden using an unattended device (e.g. sprinkler);

- Filling a pond or swimming pool (over 10,000 litres) automatically ;

- A bath of capacity over 230 litres (measured to centre-line of overflow);

- A shower of type specified in paragraph 4(c) of the table in regulation 5 of the water fittings

- A unit which incorporates reverse osmosis

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.

Appendix 1- General interpretation

1. (1) In this Schedule-

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

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

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

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

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-
(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or 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 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 (e);

"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(f);

"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 (g) 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(h), 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(i);
(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or
(d) otherwise;

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

"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.

(2) In this Schedule, 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.

(a) 1991 c. 56.
(b) S.I. 2000/3184. These Regulations apply in relation to England.
(c) S.I. 2001/3911. These Regulations apply in relation to Wales.
(d) 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.
(e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.
(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
(i) 1989 c. 15.
(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2 - DRAINAGE AND WATER ENQUIRY (DOMESTIC) AGREEMENT

The Customer and the Client are asked to note the provisions of this Agreement, 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 (including, where relevant, their mortgage lender).

'Company' means United Utilities Water Limited who produce the Report; its registered office being at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3LP, company number 2366678.

'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.

'Report' means the drainage and water report prepared by the Company in respect of the Property.

Agreement

1.1 The Company agrees to supply the Report to the Customer and the Client subject to this Agreement. The scope and limitations of the Report are described in clauses 2 and 3 of this Agreement. Where the Customer is acting as an agent for the Client the Customer shall be responsible for bringing this Agreement (including, without limitation, any limitations and exclusions contained in it) to the attention of the Client and ensuring their acceptance of it pursuant to clause 1.2.

1.2 The Customer and the Client agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Customer and/or the Client indicates their acceptance of this Agreement and the Company shall be entitled to rely on this notwithstanding the Customer's failure to comply with clause 1.1.

1.3 The Company's cancellation policy in relation to an Order shall form part of this Agreement and is detailed at https://propertysearches.unitedutilities.com/cancellation/

Report

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

2.2 The information contained in the Report can change on a regular basis so the Company cannot be responsible to the Customer and/or the Client for any change in the information contained in the Report after the date on which the Report was produced.

2.3 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.

2.4 The information contained in the Report is based upon the accuracy, completeness and legibility of the address, drawn boundaries and/or plans supplied by the Customer in the Order.

2.5 The Report provides information as to the indicative location and connection status of existing services and other information in relation to drainage and water enquiries and should not be used or relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client. The Company, subject to clauses 3.4 and 3.7 and without prejudice to the other provisions of this Agreement, accepts no liability in relation to any such opinion or general advice unless and only to the extent that such liability arises as a direct result of the Company's negligence (if relevant).

2.6 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made at the Property and/or in the vicinity of the Company's apparatus and, subject to clause 3.7, the Company accepts no liability in relation to any such reliance.

2.7 In providing the Report the Company will comply with the Drainage & Water Searches Network (DWSN) Standards.

Liability

3.1 The Company shall not be liable to the Customer and/or the Client for any failure defect or non-performance of its obligations arising from any failure to provide or delay in providing the Report to the extent that such failure or delay is due to an event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or any failure or default of a supplier or sub-contractor of the Company or any provider of any third party information except to the extent that such failure or delay is caused by the negligence of the Company.

3.2 Where a Report is requested for an address falling within a geographical area where two different entities separately provide Water and Sewerage Services, then any liability imposed on the Company pursuant to this Agreement for information contained in the Report which has been provided by the other entity shall be subject to the provisions of this Agreement and shall, without prejudice to the other provisions of this Agreement (including without limitation clauses 3.3 to 3.7), not exceed the liability that would have been imposed on the other entity had it supplied that information directly to the Customer.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information and cannot be used for non-residential properties, commercial development of residential properties or any property used solely for carrying on a trade or business. Subject to clauses 3.4 to 3.7, the Company's entire liability to the Client howsoever arising under or in connection with the Report and/or this Agreement and whether in contract, negligence or any other tort or for breach of statutory duty or otherwise shall not exceed £10,000,000 (ten million pounds). The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to the Client for any indirect or consequential loss or damage whatsoever caused and howsoever arising under or in connection with the Report and/or this Agreement

3.4 The plans attached to the report are provided pursuant to the Company's statutory duty to make such plans available for inspection. Without prejudice to the preceding part of this clause, the 1991 Act and clauses 3.3 and 3.5 to 3.7, any disclaimer contained on such plans shall not entitle, or be used by, the Company to exclude liability for its negligence (if relevant) in relation to the information contained in those plans save that, for the avoidance of doubt, nothing in this clause 3.4 shall be interpreted as, or deemed to be, in any way an acknowledgement or acceptance by the Company that a common law duty of care exists between the Company, the Customer and/or the Client in relation to those plans (including, without limitation, the provision of such plans and the information contained within them) and/or any other information contained in the Report.

3.5 Subject to clause 3.7, the Company's entire liability to the Customer howsoever arising under or in connection with this Agreement and whether in contract, negligence or any other tort or for breach of statutory duty or otherwise shall not exceed £5,000 (five thousand pounds) and the Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to the Customer for any indirect or consequential loss or damage whatsoever caused and howsoever arising under or in connection with this Agreement .

3.6 The Customer and the Client shall ensure that the Report is not accessed by, made available to, used by and/or relied on (in whole or in part) in any way by any other third party, and, subject to clause 3.7, the Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to any third party for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, loss of business depletion of goodwill and like loss)) or damage whatsoever caused and howsoever arising under or in connection with this Agreement and/or the Report and/or any use of or reliance placed upon the Report.

3.7 Nothing in this Agreement shall exclude the Company's liability for death or personal injury arising from its negligence or for fraud or any other matter to the extent that such liability cannot be excluded or limited by law.

Copyright and Confidentiality

4.1 The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client only and shall not be used (in whole or in part) for any commercial gain in any circumstances. The Customer and the Client shall ensure that the Report is not accessed by, made available to, used by and/or relied on (in whole or in part) in any way by any other third party. The copyright and any other intellectual property rights in the Report shall remain the property of the Company and its licensors. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided herein.

4.2 The Customer or the 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 and, the Client agree (in respect of both the original and any copies made) to respect and not to alter any part of the Report including but not limited to altering, removing or obscuring the trademark, logo, 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 enquiries contained in the Report are protected by copyright by the Law Society of 113 Chancery Lane, London, WC2A 1PL and must not be used for any purpose outside the context of the Report

4.6 The Customer and the Client 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 provisions of clauses 4.1 to 4.5 inclusive.

Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Report specified by the Company, without any set off, deduction or counterclaim.

5.2 Payment must be received in advance unless an account has been set up with the Company. In these cases, payment terms will be as agreed with the Company, but in any event any invoice must be paid within 30 days of the date of its issue.

5.3 The Company reserves the right to increase fees on reasonable prior written notice at any time.

Data Protection

6.1 We will process any personal data you provide to us in accordance with applicable data protection laws and our Data Protection and Privacy Notice (https://www.unitedutilities.com/privacy/). In addition we will use your personal data to manage and administer the provision of the Report under this Agreement and to develop and improve the business and services we provide to our customers. We may also disclose it to other companies in the United Utilities group (being United Utilities Water Limited, its holding companies (and their subsidiary companies) and its subsidiary companies) and their sub-contractors in connection with those purposes, but it will not be processed for other purposes or disclosed to other third parties without your express permission or without lawful purpose under data protection law.

General

7.1 If any provision of this Agreement is or becomes invalid or unenforceable, it will be taken to be removed from the rest of this Agreement to the extent that it is invalid or unenforceable. No other provision of this Agreement shall be affected.

7.2 This Agreement shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

7.3 Nothing in this Agreement and conditions shall in any way restrict the Company’s or the Customer's or the Client's statutory or any other rights in relation to the provision of and/or access to the information contained in the Report.

7.4 This Agreement and conditions may be enforced by the Customer and the Client but not by any other third party.

7.5 Before you agree to this Agreement, please note that where you are the Customer it is your responsibility to ensure your client/customer is aware of them and that any objections are raised accordingly.

Property Searches complaints procedure

In the event of any queries relating to this Report please e-mail, write or phone our customer team quoting the United Utilities reference detailed on the Report, We will endeavor to resolve any telephone contact or complaint at the time of the call.

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 issues internally via the complaints process detailed below.

We will listen to your complaint and do our best to deal with it immediately.

If we fail to give you a written substantive response within 5 working days the Company will compensate the Customer or the Client (as applicable) the amount of the original fee paid to the Company for the Report, regardless of the outcome of your complaint.

If it is a complex issue requiring more time, we will still get back to you within 5 working days and notify you of progress and update you with the new timescales.

If we consider your complaint to be justified or we have made any errors that substantially change the outcome of the search we will:

- Refund your Report fee
- Provide you with a revised Report (if requested)
- Take the necessary action within our power to put things right which may (where appropriate) include, at our complete discretion, financial compensation or the relocation/removal/installation of our affected water or sewerage assets.
- Keep you informed of any action required

If your complaint has gone through our full internal complaints procedure and you are not satisfied with the response or you believe that we have failed to comply with our internal complaints procedure you may be able to refer your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk