



Luke Bailey

TAKEDA UK, 3 GLORY PARK
AVENUE
WOOBURN GREEN
HP10 0DF

Search address supplied	7-15, Oakfield Road, Penge, London, Bromley, SE20 8QA
Your reference	Penge Site
Our reference	CDWS/CDWS/4/2025_5121396
Received date	17 February 2025
Search date	3 March 2025

Keeping you up-to-date

We have a new website and email address

Website URL: thameswater.co.uk/propertysearches

Email address: property.searches@thameswater.co.uk

Please do get in contact with us if you have any questions.



Thames Water Utilities Ltd
Property Searches
Clearwater Court, Vastern Road, Reading RG1 8DB



property.searches@thameswater.co.uk
thameswater.co.uk/propertysearches



0800 009 4540



DRAINAGE + WATER
SEARCHES NETWORK
DWSN



Question

Summary Answer

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?	See Details
2.2	Does surface water from the property drain to a public sewer?	See Details
2.3	Is a surface water drainage charge payable?	See Details
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 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 (164.04 feet) of any buildings within the property?	No
2.6	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has 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?	No
2.8	Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Not At Risk
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	6.075 Kilometres

Water

3.1	Is the property connected to mains water supply?	See Details
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 this property at risk of receiving low water pressure or flow?	No
3.5	What is the classification of the water supply for the property?	Hard
3.6	Is there a meter installed at the property?	See Details
3.7	Please include details of the location of any water meter serving the property.	See Details

Question

Summary Answer

Charging

4.1.1 Who is responsible for providing the sewerage services for the property? Thames Water

4.1.2 Who is responsible for providing the water services for the property? Thames Water

4.2 Who bills the property for sewerage services? See Details

4.3 Who bills the property for water services? See Details

Trade Effluent

5.1 Is there a Consent to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewer system? No

Wayleaves, Easements, Manhole Cover and Invert levels

6.1 Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets? No

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

Search address supplied: 7-15, Oakfield Road, Penge, London, Bromley, SE20 8QA

Any new owner or occupier will need to contact Thames Water on 0800 316 9800 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

The following records were searched in compiling this report: - the map of public sewers, the map of waterworks, water and sewer billing records, adoption of public sewer records, building over public sewer records, the register of properties subject to internal foul flooding, the register of properties subject to poor water pressure and the drinking water register.

Thames Water Utilities Ltd (TWUL) holds all of these.

TWUL are responsible in respect of the following:-

- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched;
- (iii) any negligent or incorrect recording of that interpretation in the search report;
- (iv) and compensation payments

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

Maps

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

A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

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

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

Drainage

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

We are unable to confirm the foul water connection details for the particular part of the property, nor any other part of the property, which you have identified without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required connection details.

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

We are unable to confirm the surface water connection details for the particular part of the property, nor any other part of the property, which you have identified without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required connection details.

2.3 Is a surface water drainage charge payable?

We are unable to answer this question without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required details.

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

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 the 1st 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.

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

The public sewer map included indicates that there is no public pumping station within the boundaries of the property.

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

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

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

The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property.

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

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

The Surface Water sewer(s) and/or Surface Water lateral drain(s) are not the subject of an adoption agreement.

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

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, 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.

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

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

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

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

The nearest sewage treatment works is Beddington STW which is 6.075 kilometres to the south west of the property.

Water

3.1 Is the property connected to mains water supply?

We are unable to confirm the water connection details for the particular part of the property, nor any other part of the property, which you have identified without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required connection details.

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

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

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

Records 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.

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

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.

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

The water supplied to the property has an average water hardness of 103.6mg/l calcium which is defined as HARD by ThamesWater.

3.6 Is there a meter installed at the property?

We are unable to confirm the presence/location of a water meter for the particular part of the property which you have identified without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required details.

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

We are unable to confirm the presence/location of a water meter for the particular part of the property which you have identified without further details, such as either a copy of the water bill or water meter serial numbers which should enable us to locate the required details.

Charging

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area.

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the water undertaker for the area.

4.2 Who bills the property for sewerage services?

If you wish to know who bills the sewerage services for this property then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk

4.3 Who bills the property for water services?

If you wish to know who bills the water services for this property then you will need to contact the current owner. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk

Trade Effluent

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

No.

Wayleaves, Easements, Manhole Cover and Invert levels

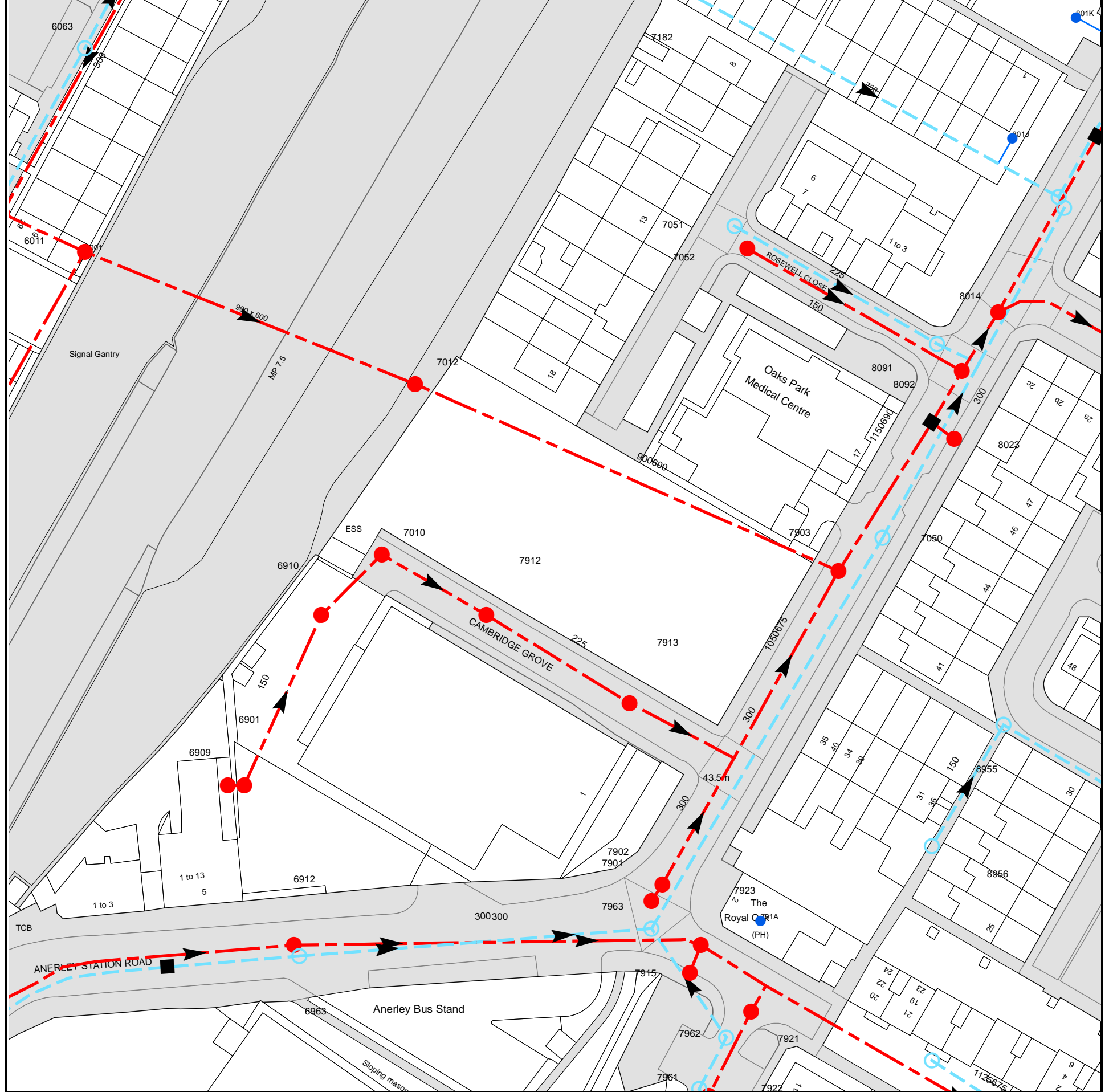
6.1 Is there a wayleave/easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?

No.

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

Details of any manhole cover and invert levels applicable to this site are enclosed.

CommercialDW Drainage and Water Enquiry Sewer Map- CDWS/CDWS/4/2025 5121396



The width of the displayed area is 200m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.
Based on the Ordnance Survey Map (2024) with the Sanction of the controller of H.M. Stationery Office, License no. AC0000849556 Crown Copyright Reserved.

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates no survey information is available.
















Manhole Reference	Manhole Cover Level	Manhole Invert Level
801J	n/a	n/a
8083	42.24	40.19
8090	42.24	40.24
801K	n/a	n/a
7961	45.32	n/a
7962	44.87	n/a
7915	n/a	n/a
6963	48.25	46.55
7923	n/a	n/a
6912	48.28	44.73
7963	44.89	42.93
7901	44.58	n/a
7902	44.51	41.41
6909	n/a	n/a
6901	n/a	n/a
7913	43.83	40.83
7051	n/a	n/a
7052	n/a	n/a
7921	44.4	n/a
791A	n/a	n/a
7903	42.68	40.04
7050	42.5	40.85
8956	42.61	41.66
8960	43.68	42.13
8091	n/a	n/a
8023	42.43	40.13
8092	n/a	n/a
8014	42.37	n/a
8955	42.14	40.19
6910	n/a	n/a
7912	43.94	42.14
7010	n/a	n/a
7012	n/a	42.08
6001	n/a	43.46
6063	46.26	44.96

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.









Con29DW Commercial Drainage and Water Search - Sewer Key

Public Sewer Types (Operated and maintained by Thames Water)

-  **Foul Sewer:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water Sewer:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
-  **Combined Sewer:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  Storm Sewer
-  Sludge Sewer
-  Foul Trunk Sewer
-  Surface Trunk Sewer
-  Combined Trunk Sewer
-  Foul Rising Main
-  Surface Water Rising Main
-  Combined Rising Main
-  Vacuum
-  Thames Water Proposed
-  Vent Pipe
-  Gallery

Other Sewer Types (Not operated and maintained by Thames Water)

-  Sewer
-  Culverted Watercourse
-  Proposed
-  Decommissioned Sewer
-  Content of this drainage network is currently unknown
-  Ownership of this drainage network is currently unknown

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plan are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate the direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.

Sewer Fittings

A feature in a sewer that does not affect the flow in the pipe. Example: a vent is a fitting as the function of a vent is to release excess gas.

-  Air Valve
-  Dam Chase
-  Fitting
-  Meter
-  Vent

Operational Controls

A feature in a sewer that changes or diverts the flow in the sewer. Example: A hydrobrake limits the flow passing downstream.

-  Ancillary
-  Control Valve
-  Drop Pipe
-  Weir




End Items

End symbols appear at the start or end of a sewer pipe. Examples: an Undefined End at the start of a sewer indicates that Thames Water has no knowledge of the position of the sewer upstream of that symbol. Outfall on a surface water sewer indicates that the pipe discharges into a stream or river.

-  Inlet
-  Undefined End
-  Outfall




Other Symbols

Symbols used on maps which do not fall under other general categories.





-  Change of Characteristic Indicator
-  Invert Level
-  Public / Private Pumping Station
-  Summit

Areas

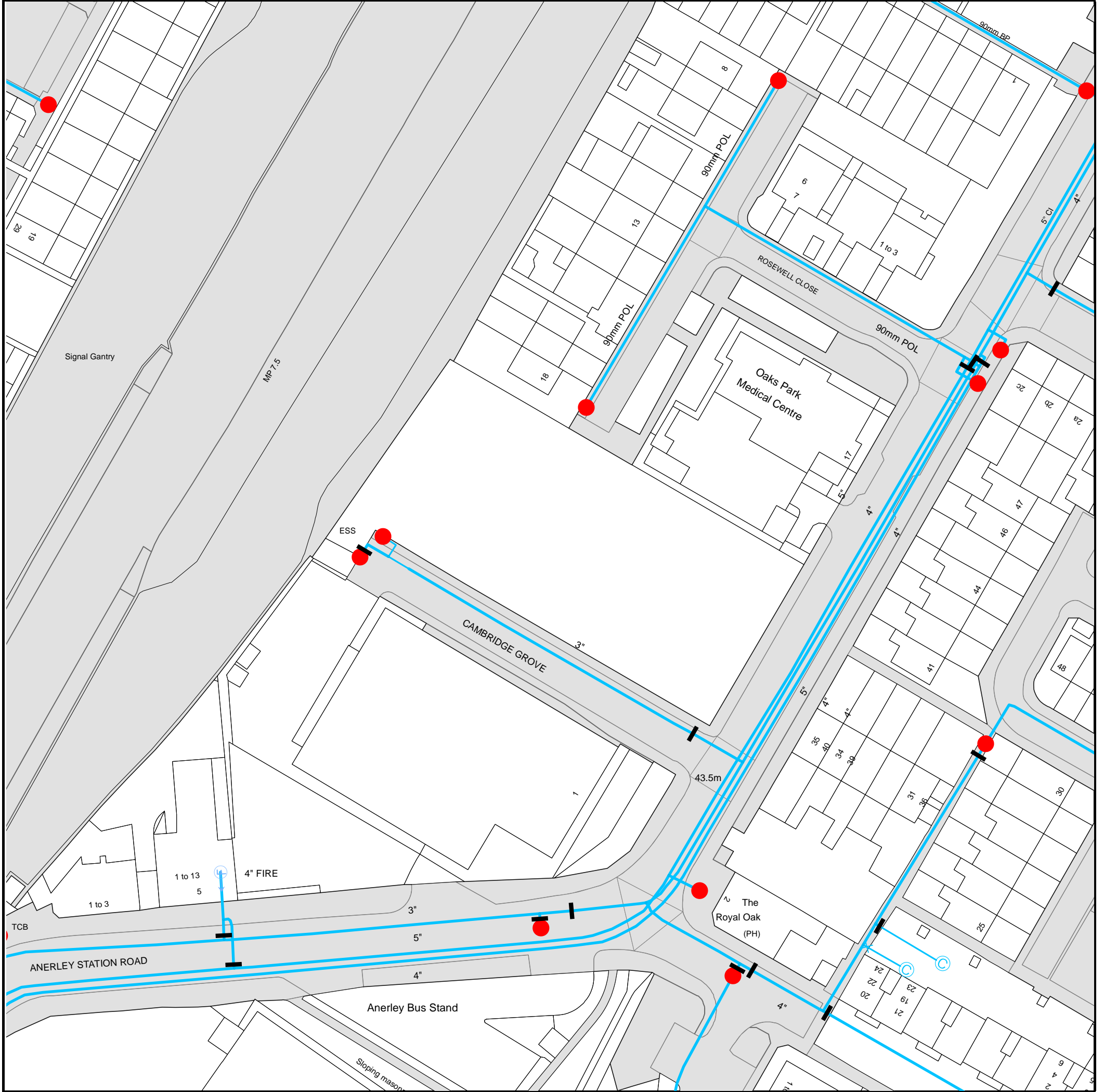
Lines denoting areas of underground surveys, etc.

-  Agreement
-  Chamber
-  Operational Site

Ducts or Crossings

-  Casement
 -  Conduit Bridge
 -  Subway
 -  Tunnel
- Ducts may contain high voltage cables. Please check with Thames Water.

- 5) 'na' or '0' on a manhole indicates that data is unavailable.
- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimeters. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology, please contact Property Searches on 0800 009 4540.










The width of the displayed area is 200m
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.
Based on the Ordnance Survey Map (2024) with the Sanction of the controller of H.M. Stationery Office, License no. AC0000849556 Crown Copyright Reserved.







Con29DW Commercial Drainage and Water Search - Water Key

Water Pipes (Operated & Maintained by Thames Water)


- 
Distribution Main: The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
- 
Trunk Main: A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
- 
Supply Main: A supply main indicates that the water main is used as a supply for a single property or group of properties.
- 
Fire Main: Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
- 
Metered Pipe: A metered main indicates that the pipe in question supplies water for a single property or group of properties and that quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
- 
Transmission Tunnel: A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
- 
Proposed Main: A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

PIPE DIAMETER	DEPTH BELOW GROUND
Up to 300mm (12")	900mm (3')
300mm - 600mm (12" - 24")	1100mm (3' 8")
600mm and bigger (24" plus)	1200mm (4')

Valves

-  General Purpose Valve
-  Air Valve
-  Pressure Control Valve
-  Customer Valve

Hydrants





-  Single Hydrant

Meters










-  Meter

End Items



Symbol indicating what happens at the end of a water main.

-  Blank Flange
-  Capped End
-  Emptying Pit
-  Undefined End
-  Manifold
-  Customer Supply
-  Fire Supply



Operational Sites

-  Booster Station
-  Other
-  Other (Proposed)
-  Pumping Station
-  Service Reservoir
-  Shaft Inspection
-  Treatment Works
-  Unknown
-  Water Tower

Other Symbols

-  Data Logger
-  **Casement:** Ducts may contain high voltage cables. Please check with Thames Water.

Other Water Pipes (Not Operated or Maintained by Thames Water)

-  **Other Water Company Main:** Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.
-  **Private Main:** Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and owner of the pipe.

Interpretation of CON29DW Drainage and Water Search

Appendix 1 contains definitions of terms and expressions used in this report.

For your guidance:

- **Thames Water Property Searches Complaints Procedure:**

- Thames Water Property Searches offers a robust complaints procedure. Complaints can be made by telephone, in writing, by email (property.searches@thameswater.co.uk) or through our website (thameswater.co.uk/propertysearches)
- A complaint should be acknowledged within 5 working days from receipt.

As a minimum standard Thames Water Property Searches will:

- endeavour to resolve any contact or complaint at the time of receipt. If this isn't possible, we will advise of timescales;
- investigate and research the matter in detail to identify the issue raised (in some cases third party consultation will be required);
- provide a response to the customer within 10 working days of receipt of the complaint;
- provide compensation if no response or acknowledgment that we are investigating the case is given within 10 working days of receipt of the complaint;
- keep you informed of the progress and, depending on the scale of investigation required, update with new timescales as necessary;
- provide an amended search, free of charge, if required;
- provide a refund if we find your complaint to be justified; take the necessary action within our power to put things right.

If you want us to liaise with a third party on your behalf, just let us know.

If you are still not satisfied with the outcome provided, we will refer the matter to a Senior Manager, for resolution, who will respond again within 5 working days.

If you are still dissatisfied with our final response, and in certain circumstances such as you are buying a residential property or commercial property within certain parameters, The Property Ombudsman will investigate your case and give an independent view. The Ombudsman can award compensation of up to £25,000 to you if he finds that you have suffered actual financial loss and/or aggravation, distress, or inconvenience because of your search not keeping to the Code. Further information can be obtained by visiting www.tpos.co.uk or by sending an email to admin@tpos.co.uk.

Question 1.1

For your guidance:

- The Water Industry Act 1991 defines Public Sewers as those which Thames Water have responsibility for. Other assets and rivers, watercourses, ponds, culverts, or highway drains may be shown for information purposes only.
- The company is not generally responsible for SuDS (sustainable urban drainage system), rivers, watercourses, ponds, culverts, or highway drains. If any of these are shown on the copy extract, they are shown for information 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 housing developer.
- Assets other than public sewers may be shown on the copy extract, for information.

Question 1.2

For your guidance:

- 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 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, this will show known public water mains in the vicinity of the property. It should be possible to estimate the length and route of any private water supply pipe connecting the property to the public water network.

Question 2.1

For your guidance:

- Water companies are not responsible for any private drains 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. These may pass through land outside 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.
- 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 length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.2

For your guidance:

- Sewerage Undertakers are not responsible for any private drains 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. These private drains 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.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
 - Due to the potential inadequacy of 'Sewerage Undertakers' infrastructure records with respect to surface water drainage, it is the customer's responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property, then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.
 - If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway, private connection to a watercourse or there may be a sustainable urban drainage system (SuDS). Sustainable drainage systems are a collection of water management practices that aim to align modern drainage systems with natural water processes and are part of a larger green infrastructure strategy.
 - 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 length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.3

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. If you wish to know who bills the sewerage services for this property, then you will need to contact the current owner. For a list of all potential retailers of sewerage services for the property please visit www.open-water.org.uk.

Question 2.4

For your guidance:

- Thames Water has a statutory right of access to carry out work on its assets. Employees of Thames Water or its contractors may, therefore, need to enter the property to carry out work.
- Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.
- 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 running within the boundary of the property may restrict further development. The Company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the housing developer.

Question 2.4.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- 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 pumping station within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the housing developer.

Question 2.5

For your guidance:

- From the 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 foul 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 measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public foul sewer.
- 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 housing developer.

Question 2.5.1

For your guidance:

- Private pumping stations installed before 1st July 2011 will be transferred into the ownership of the sewerage undertaker.
- From the 1st October 2016 private pumping stations which serve more than one property have been transferred into public ownership but may not be recorded on the public sewer map.
- The presence of a public pumping station within 50 metres of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- 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 housing developer.

Question 2.6

For your guidance:

- 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.
- This enquiry is of interest to purchasers 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 and meeting the requirements of 'Sewers for Adoption' 7th Edition.
- For further information on any buildover and/or adoption agreements please contact our developer services team by sending an email to developer.services@thameswater.co.uk or 0800 009 3921.

Question 2.7

For your guidance:

- From the 1st October 2011 most private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.
- Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
- For further information on any buildover and/or adoption agreements please contact our developer services team by sending an email to developer.services@thameswater.co.uk or 0800 009 3921.

Question 2.8

For your guidance:

- For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business, or industrial purposes.
- 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 because 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.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At-Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water Utilities Ltd on Tel: 0800 316 9800 or website www.thameswater.co.uk

Question 2.9

For your guidance:

- 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 has not been identified.

- As a responsible utility operator, Thames Water Utilities Ltd 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.thameswater.co.uk

Question 3.1

For your guidance:

- The Company does not keep details of private supplies. The situation should be checked with the current owner of the property.

Question 3.2

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied, the Ordnance Survey Record was used. If the Water undertaker mentioned in Question 4.1.2 is not Thames Water Utilities Ltd the boundary of the property has been determined by Ordnance Survey data.
- The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company, or its contractors, needing to enter the property to carry out work.

Question 3.3

For your guidance:

- This enquiry is of interest to purchasers who will want to know whether the property will be linked to the mains water supply.

Question 3.4

For your guidance:

- “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 Companies are required to include in the Regulatory Register that is presented annually to Ofwat, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level) and a solution has not yet been implemented.
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the outside stop valve (osv). 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 (shared supply), 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 13.5 litres/min at a pressure of 10m head on the

- customers' side of the OSV is appropriate.
 - For three or more properties the appropriate flow should be calculated from the standard loadings provided in Service Pipe Manual 1993.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **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 should exclude from the reported figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report 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 pressure reducing valves 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 pressure, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the year, may be excluded from the reported figures.
- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water pressure.

Question 3.5

For your guidance:

- Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees however, check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.
- Please contact your water undertaker mentioned in Question 4.1.2 if you require further information on water hardness.

Question 3.6

For your guidance:

- 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 company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
 - Watering the garden other than by hand (this includes the use of sprinklers).
 - Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - A bath with a capacity more than 230 litres.
 - A reverse osmosis unit
- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the sewerage and water services for this property. For a list of all potential retailers of

sewerage and water services for the property please visit www.open-water.org.uk.

Question 3.7

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the current owner if they wish to know who bills the water services for this property. For a list of all potential retailers of water services for the property please visit www.open-water.org.uk.

Question 5.1

For your guidance:

- If a Trade effluent consent applies to the premises which are the subject of this search, it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements. The occupier of any trade premises in the area of a sewerage undertaker may discharge any trade effluent proceeding from those premises into the undertaker's public sewers if he does so with the undertaker's consent. If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.
- Please note any existing consent is dependent on the business being carried out at the property and will not transfer automatically upon change of ownership.
- For further information regarding Trade Effluent consents please contact: Trade Effluent Control, Crossness STW, Belvedere Road, Abbey Wood London SE2 9AQ.

Question 6.1

For your guidance:

- This question relates only to private agreements between the water company acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement.
If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise, the position of the right and of the asset may differ.
- You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects.
- We refer to "defined" assets for the following reasons: Often a contract may give the water company an expressed right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although the water company may need to rely on them from time to time, as we cannot map the rights accurately, we will answer "no" to this question.
- Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.
- Any error in answering this question is not to be regarded as a waiver of the water company's rights or title, or an agreement or representation that the water company is prepared to vary or discharge any of its rights or title.

Appendix 1 - terms and expressions in this report

“the 1991 Act” means the Water Industry Act 1991**(1)**;

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000**(2)**;

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001**(3)**;

“adoption agreement” means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act**(4)**;

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

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

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

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

“disposal main” means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

“drain” means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

“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**(5)**;

“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**(6)**;

“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**(7)** 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**(8)**, 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**(9)**;

(b) by virtue of a scheme under Schedule 2 to the 1991 Act**(10)**;

(c) under section 179 of the 1991 Act**(11)**; or (d) otherwise;

“public sewer map” means the map made available under section 199(5) of the 1991 Act(12);

“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 zones” in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“water undertaker” means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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.

(1) 1991 c. 56.

(2) S.I. 2000/3184. These Regulations apply in relation to England.

(3) S.I. 2001/3911. These Regulations apply in relation to Wales.

(4) Section 51A is inserted by section 92(2) of the Water Act 2003 (c. 37). Section 104(1) is amended by section 96(4) of that Act.

(5) To which there are various amendments made by sections 102 and 104 by section 96 of the Water Act 2003.

(6) Inserted by section 56 of and Schedule 4 to the Water Act 2003.

(7) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.

(8) Section 106(1A) is inserted by section 99 of the Water Act 2003.

(9) 1989 c. 15.

(10) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.

(11) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.

(12) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

CON29DW Commercial Drainage & Water Enquiry Terms and Conditions

The Customer and the Client are asked to note these terms and conditions, which govern the basis on which the CON29DW Commercial Drainage & Water Enquiry is supplied.

Definitions

"Apparatus" means the public assets shown on the Company's map keys relevant to the Report.

"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 the company who produces the Report, being Thames Water Utilities Limited, a company registered in England and Wales with company number 02366661 and whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB.

"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 from the Company.

"Property" means the address or location supplied by the Customer in the Order.

"Report" means the drainage and/or water report prepared by the Company in respect of the Property, including any maps provided as part of such reports.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms and conditions in this Agreement. The scope and limitations of the Report are described in clause 2 of this Agreement. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms and conditions to the attention of the Client.

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 Client indicates their acceptance of these terms and conditions.

2. The Report

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:-

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

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 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, completeness and legibility of the address and other information supplied by the Customer or Client when placing the Order.

2.4 The Report provides information as to the indicative location and connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose.

2.5 The Report is produced only for use in relation to transactions which require the provision of drainage and water information.

2.6 The Customer shall only use the Report for the purpose set out above in clause 2.5, for which it is supplied in accordance with these terms and conditions.

2.7 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 in the vicinity of Apparatus shown on any maps.

3. Disclaimers

3.1 Without prejudice to any other terms and conditions set out herein, the Company accepts responsibility for any inaccuracy in the location of Apparatus, or missing Apparatus contained in the maps within the Report only where such inaccuracies or errors arise as a direct result of the negligence of the Company and the existence of which the Company should reasonably have been aware.

3.2 For the purposes of the Report, the Company will not seek to rely on any statements and/or disclaimer shown on any maps which seeks to limit its liability in relation to the accuracy and/or location of Apparatus where any inaccuracies or errors arise as a direct result of the negligence of the Company and the existence of which the Company should reasonably have been aware.

4. Liability

4.1 The Company shall not be liable to the Customer or Client in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise for any inaccuracies, mistakes or omissions in the Report unless any such liability arises as a direct consequence of the Company's negligence and the existence of which the Company should reasonably have been aware.

4.2 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) the Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.

4.3 Notwithstanding clause 4.1 above, the Company does not exclude liability for (a) death or personal injury arising from its negligence, (b) fraud or fraudulent misrepresentation, and (c) any other liability which cannot be excluded or limited by law.

4.4 Subject to clause 4.3 above, the Company's total liability to the Customer or Client, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these terms and conditions and/or the provision of a Report shall be limited to £10 million in aggregate.

5. Copyright and Confidentiality

5.1 The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of the Company and/or its licensors. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided in these terms and conditions.

5.2 The Customer or Client is entitled to make copies of the Report for their own internal purposes 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.

5.3 The Customer and the Client 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.

5.4 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.

5.5 The enquiries 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.

5.6 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 clauses 5.1 to 5.5 inclusive.

6. Payment

6.1 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 otherwise agreed in writing between the parties, the Company must receive full payment for the Report in advance of the Report being produced. Where the parties agree that payment is not required in advance, the Customer must pay for the Report in full within 14 days of the date of the invoice, unless otherwise agreed in writing between the parties.

7. Cancellations or Alterations

As a consumer

7.1 Where the Customer is an individual consumer (and not acting for purposes wholly or mainly relating to his or her trade, business, craft or profession), the Customer has specific legal rights relating to cancellation of any Order the Customer may place. The Customer may cancel his or her Order at any time within 14 days after the day on which the Order is entered into ("**Cancellation Period**").

CON29DW Commercial Drainage & Water Enquiry Terms and Conditions

- 7.2 To exercise the right to cancel, the Customer must inform the Company in writing of his or her decision to cancel the Order.
- 7.3 Where the Customer is ordering a Report as a consumer, due to the Customer's cancellation rights, the Company will not process the Order or provide the Report to the Customer before the end of the Cancellation Period unless the Customer provides his or her express consent and acknowledges that he or she will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013.
- 7.4 Notwithstanding above clauses 7.1 to 7.3 (cancellation rights), should the Customer wish to cancel the Order beyond the Cancellation Period and/ or despite its consent to waive the Cancellation Period, the Company may still consider a Customer's cancellation request of any Order and any such cancellation shall be in accordance with its cancellation policy, which can be found on the Company's [website](#).
- 7.5 If any provision of these terms and conditions is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms and conditions to the extent that it is invalid or unenforceable. No other provision of these terms and conditions shall be affected.
- 9.6 These terms and conditions shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 9.7 Nothing in these terms and conditions shall in any way restrict the Customer or Client's statutory or any other rights of access to the information contained in the Report.

These Terms & Conditions are available in larger print for those with impaired vision.

As a business

- 7.5 The Cancellation Period does not apply to the Customer's Order if the Customer is placing the Order wholly or mainly for purposes relating to their trade, business, craft or profession.
- 7.6 If the Customer cancels the Order other than in accordance with this clause the Customer may be liable for fees as detailed in the Company's cancellation policy which can be found on the Company's [website](#).
8. **Complaints**
- 8.1 The Company's complaints procedure is available on the Company's website.
- 8.2 The Company should acknowledge a complaint within 5 working days from receipt.
- 8.3 If the Customer follows the Company's complaints procedure but is dissatisfied with the response, the Customer may refer the complaint for consideration under The Property Ombudsman Scheme (TPOs) who can award compensation up to £25,000. Further information can be obtained by visiting www.tpos.co.uk or by sending an email to admin@tpos.co.uk.
- 8.4 In addition to TPO redress scheme covering consumers, TPO will also provide redress to small businesses (including Charities and Trusts) that meet the following criteria:
- A small business (or group of companies) with an annual turnover of less than £3 million;
 - A charity with an annual income of less than £3 million;
 - A trust with a net asset value of less than £3 million.
9. **General**
- 9.1 We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products. For more information please visit www.con29dw.co.uk. The DWSN Standards are:
- Promotion of best practice and quality.
 - Maintain adequate insurance.
 - Display the appropriate logos to signify high standards.
 - Respond to complaints in a timely fashion and provide an appropriate escalation procedure.
 - Comply with all applicable UK legislation, regulations and industry standards.
 - Act in a professional and honest manner and provide a service with due care and skill.
- 9.2 These terms and conditions are the only terms and conditions that shall apply to any Order and the provision of a Report by the Company to the Customer and shall constitute the entire agreement between the Customer and the Company and supersede, replace and extinguish any previous arrangement, understanding or agreement between the parties relating to such Report.
- 9.3 In the event of any conflict of inconsistency between any information on the Company's website describing the features of the Report and these terms and conditions, then these terms and conditions shall prevail.
- 9.4 Where the Customer is acting wholly or mainly in the normal course of his or her trade, business, craft or profession, the Client is entitled to the benefit of these terms and conditions. Save as provided in this clause 9.4, it is not intended that any other person who is not a party to these terms and conditions has any right to enforce any term or these