

## Residential CON29DW Drainage & Water Report

Property	13, Station Road, Cross Hills, Keighley, BD20 7EH
Date of report	06-Sep-2021
Our reference	CAS-132147-G9B1Q1
Prepared for	Mewies Solicitors Ltd
Your reference	AC/17269-5 - VIAMED PROPERTIES



Maps



Drainage

2.4 Sewer Within The Boundary?  
2.9 Sewerage treatment Works?



Water

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



Charging



### At a glance

- The property is connected for foul and surface water drainage and a mains water supply.
- It is billed according to a meter.
- No S104 agreement is recorded.
- No build over consultation is recorded.
- There are sewers within the boundary.

## General Provisions

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original : 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 Flooding, the Register of Properties subject to Low Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Yorkshire Water Region, a copy of the records held by the other relevant Water Company was searched.

## Interpretation of Drainage and Water Enquiry

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

## Enquiries and Responses

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move.

Unless expressly stated otherwise, the copyright and any other intellectual property rights in the search report shall remain the property of Yorkshire Water Limited t/a Safe-Move. No intellectual property rights are transferred or licensed to the Customer, Client or Purchaser, except to the extent expressly provided. The responses given are for the sole purpose of this search report and should not be copied or used in any other document/s.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

SafeMove has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

## Safe-Move Complaints Procedure

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move  
PO Box 99  
Bradford  
BD3 7YB

Free phone: 0800 1 385 385

Email: [safemove@yorkshirewater.com](mailto:safemove@yorkshirewater.com)

If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

If you raised a complaint you can expect the following as a minimum standard from us:

- We will listen to your complaint and do our best to resolve it immediately.
- If we cannot resolve it at the time, we will record the details of your complaint and we will investigate and contact you within 5 working days. We will confirm our response in writing if you request it.
- If we fail to provide you with a response within 5 working days we will pay you £50.00 regardless of the outcome of your complaint.
- On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.
- If you want to liaise with a third party on your behalf, just let us know.

If we consider the complaint to be justified, you can expect the following from us:

- We will provide you with a revised search and undertake action within our control to put things right in line with the products terms and conditions.
- You will be kept informed of any actions required.
- Once you have our response, If you are still not satisfied with the outcome, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate.
- We'll let you know the outcome of your review, in writing, within 10 working days.
- If we cannot resolve your complaint or you remain dissatisfied with the output of the review you can refer the Issue to The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or email [admin@tpos.co.uk](mailto:admin@tpos.co.uk) 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.

The Property Ombudsman's limit for compensation is £25,000





Home



Maps



Drainage



Water



Charging



## Maps

### 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.

### Question 1.2

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.

1. Assets other than vested water mains may be shown on the plan, for information only.



Home



Maps



Water



Charging



## Drainage

### 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.

### 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.

### 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 £50.61 for the current financial year.

1. Where surface water charges are payable but after inspection surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
2. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

### 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 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. Illustrations of typical sewer routes for the most common property types and Yorkshire Water's assessment criteria for building over, or close to,



Home



Maps



Drainage



Water



Charging

a public sewer are contained within Appendix 2. If any development work is being undertaken within the boundary of the property close to our assets, please contact Developer Services at Yorkshire Water on 0845 120 84 82 for further information.

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011.

### Question 2.4.1

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



### Answer

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

1. Pumping stations installed before 1st July 2011 were transferred into the ownership of Yorkshire Water on 1st October 2016. Pumping stations installed after 1st July 2011 will remain the responsibility of the householder unless they are the subject of an adoption agreement.

### 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 is a public sewer within 30.48 metres (100 feet) of a building within the property.

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently 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.
2. 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



Home



Maps



Drainage



Water



Charging

public sewer.

### 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 within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

### Question 2.6

**Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement under Section 104 of the Water Industry Act 1991?**



Answer

Records confirm that 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.

### 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.

1. As from 1st October 2011 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.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building





Home



Maps



Drainage



Water



Charging

Inspectorate. Any consultations recorded by Yorkshire Water are limited to the last ten years.

### Question 2.8

Is the building at risk of internal flooding due to overloaded public sewers?



### Answer

The property 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 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.

### 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 LOTHERSDALE/STW which is 4.3 kilometres W and is the responsibility of Yorkshire Water Services Ltd.

1. The Sewerage undertakers 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 that has not been identified.





Home



Maps



Drainage



Water



Charging

# Water

## Question 3.1

Is the property connected to mains water supply?



Answer

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

## 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.

## 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.

## Question 3.4

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



Answer

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.

1. 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.



Home



Maps



Drainage



Charging

### Question 3.5

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



#### Answer

The water supplied to the property is classified as being soft to moderately soft water, which is river/reservoir derived and has an average water hardness of 20.1875mg/l calcium and magnesium. As we have a grid system in place whereby, we can move water around the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies. Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.

Hardness category	Calcium (mg/l)	Calcium carbonate (mg/l)	English Clarke Degrees	French Degrees	German German Degrees
Soft	0 to 25	0 to 50	0 to 5.5	0 to 5	0 to 2.5
Moderately soft	25 to 40	50 to 100	5.5 to 7	5 to 10	2.5 to 5.5
Slightly hard	40 to 60	100 to 150	7 to 10.5	10 to 15	5.5 to 8.5
Moderately hard	60 to 80	150 to 200	10.5 to 14	15 to 20	8.5 to 11.5
Hard	80 to 120	200 to 300	14 to 21	20 to 30	11.5 to 18.5
Very hard	Over 120	Over 300	Over 21	Over 30	Over 18.5

### Question 3.6

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



#### Answer

Records indicate that the property is served by a water meter which is located within the dwelling house which is or forms part of the property, and in particular is located internally to the property.



Home



Maps



Drainage



Water



Charging



## Charging

### Question 4.1.1

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



Answer

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is responsible for providing the sewerage services for the property.

### Question 4.1.2

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



Answer

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is responsible for providing the water services for the property.

### Question 4.2

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



Answer

The property is billed for sewerage services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 0845 1 24 24 24  
[www.yorkshirewater.com](http://www.yorkshirewater.com)

Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

### Question 4.3

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



Answer

The property is billed for water services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 0845 1 24 24 24  
[www.yorkshirewater.com](http://www.yorkshirewater.com). Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

### Question 4.4

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



Answer

The charges are based on actual volumes of water measured



Home



Maps



Drainage



Water



Charging

through a water meter ("metered supply").

1. Water and Sewerage Companies full charges are set out in their Water and Sewerage Com charges schemes which are available from the Company free of charge upon request.

#### Question 4.5

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



#### Answer

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

1. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

# Appendix 1

## General Interpretation

(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.

(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

### Sewer Routes - Properties connected to the public sewerage system before 1st July 2011.

The following examples show typical scenarios as a result of the The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011.

#### Key



Semi-detached



In this example, the private drain in the right-hand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within its' boundary. Note, this scenario is reversed when the direction of flow is the opposite way.

Terraced



In this example, the private drain in the right-hand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within its' boundary. Note, this scenario is reversed when the direction of flow is the opposite way.

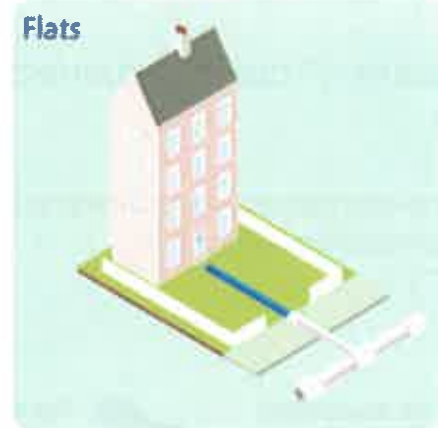


### Detached



Detached properties, generally, drain on their own and, therefore, any pipework within the boundary is the responsibility of the homeowner. This may not be the case with modern detached properties built as part of a new development where drainage arrangements should be verified if necessary.

### Flats



The boundary of the flat will, generally, just be the four walls of the property and, therefore, any pipework will be the responsibility of the homeowner. The sewer leading up to the pavement will also be the joint responsibility of all the homeowners until it reaches the pavement.

## Sewer Routes - Properties connected to the public sewerage system after 1st July 2011.

### Key



### Semi-detached



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.

### Terraced



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.

## Build-Over Guidelines

Please be aware that since the 1st of October 2011 there are public sewers in existence that are not shown on the public sewer map. The actual position of all public sewers should be verified on site by the developer.

Assessment questions for applying the criteria set out in Part H4 of the Building Regulations(2010)	IF YES TO ANY YW OBJECT
Is the proposed building footprint understood to be within 3 metres of a public sewer that is greater than 225mm diameter and or greater than 3m in depth?	NO (If YES see 1 below)
Is the proposed building footprint understood to be over a public sewer access point? (A public sewer access point is a manhole, inspection chamber, gully or rodding point that is on a public sewer)	NO (If YES see 2 below)
Is the proposed building footprint understood to be over more than 8 metres of a public sewer?	NO (If YES see 3 below)
Are the proposed building foundations exerting additional loading upon a public sewer?	NO (If YES see 4 below)

- 1) If public sewers greater than 225mm diameter and or greater than 3m in depth exist on site, no building should be permitted within at least 3 meters of them. Should this be the case, the applicant has the option to revise the building proposal or request a formal public sewer diversion agreement from Yorkshire Water.
- 2) Public sewers should remain accessible for rodding and jetting from access points, but these should not be within the proposed building footprint. If there are existing public sewer access points within the proposed building footprint the applicant has the option to move the building proposal or remove/relocate the access points. For such minor public sewer alterations, Form "H4S185" should be completed and returned with a plan showing the pipes and access points to be relocated or removed.
- 3) If a public sewer is in good condition, is 225mm in diameter or less and is less than 3 metres. In depth, it may be built over if the applicant ensures that it is not unduly loaded upon by the building foundations. The foundations should be taken below the public sewer or, where this is not possible, designed to pose no additional loading detriment to the sewer.

Yorkshire Water require notice to be provided by the applicant of any proposed new direct connections to a public sewer. S106 Sewer connection forms and guidance notes are available to download from our website at [www.yorkshirewater.com](http://www.yorkshirewater.com). Applications are not required for connections to private drains.

# CON29DW Drainage & Water Terms and Conditions

Customers and Clients are asked to note these terms which govern the basis on which this drainage and water search is supplied.

## 1. Definition

- 1.1. Client means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property;
- 1.2. Customer means the person, company, firm or other legal body placing the Order, either on their own behalf as the Client, or, as an agent for a Client;
- 1.3. Order means any request completed by the Customer requesting the Report;
- 1.4. Property means the address or location supplied by the Customer in the Order;
- 1.5. Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and
- 1.6. SafeMove means Yorkshire Water Services Limited (company number 02366682) trading as "SafeMove".

## 2. Agreement

- 2.1. SafeMove agrees to supply the Report to the Customer and to allow it to be provided to the Client subject, in each case, to these terms. The scope and limitations of the Report are described in clause 2. The Customer shall be responsible for bringing these terms to the attention of the Client as necessary.
- 2.2. 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 Purchaser indicates their acceptance of these terms.

## 3. The Report

- 3.1. The Report is produced only for use in relation to individual domestic property transactions and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties.
- 3.2. Whilst SafeMove will use reasonable care and skill in producing the Report, the Report is provided to the Customer or the Client on the basis that they acknowledge and agree to the following:
  - 3.2.1. The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.
  - 3.2.2. The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and

information from appropriate experts and professionals should always be obtained.

- 3.2.3. The information contained in the Report is based upon the accuracy of the address supplied by the Client when placing the order.
- 3.3. The Report may contain opinions of general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4. 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 The Company's apparatus.

## 4. Liability

- 4.1. SafeMove 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 caused by circumstances beyond the reasonable control of SafeMove.
- 4.2. The Report is produced for use as defined in clause 2. If used for any other purpose SafeMove shall have no liability for any loss suffered. When the Report is used for the purpose described in clause 2, SafeMove's entire liability (except to the extent provided by clause 4.6) in respect of all losses arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £10,000,000 ten million pounds).
- 4.3. No claim shall be made for breach of this Agreement after six years from the date of provision of the Report.
- 4.4. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:
- 4.4.1. death of personal injury resulting from negligence
  - 4.4.2. fraud or fraudulent misrepresentation; or:
  - 4.4.3. any other losses which cannot be excluded by law:

## 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 SafeMove. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.
- 5.2. The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 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 customer and the Client agree to indemnify SafeMove against any losses, costs, claims and damage suffered by SafeMove as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.
- 5.6. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London EC2A 1PL and must not be used for any purpose outside the context of the Report.
- 5.7. We are members of DWSN, the industry body for those companies responsible for compiling responses to the Law Society's CON29DW enquiry. We comply with DWSN standards that provide consumer protection and ensures good practice in this critical area of property information.



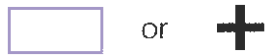
## 6. Payment

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













## 7. General

- 7.1. If any provision of these terms is or becomes invalid or unenforceable, it will be deemed to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2. These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3. Nothing in these terms and conditions shall in any way restrict the statutory rights of the Customer of the Client or any other rights of access to the information contained in the Report.
- 7.4. In the provision of the services SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 2018/General Data Protection Regulation and other applicable laws.
- 7.5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.
- 7.6. SafeMove offers a robust complaints procedure which can be found at <https://www.safe-move.co.uk/faqs/> If your complaint has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales you may refer your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or email [admin@tpos.co.uk](mailto:admin@tpos.co.uk).







## Property Identifier



## Sewer Legend

	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Rising Main
	Overflow Sewer		Abandoned Sewer
	Syphon Sewer & Vacuum Sewer		Pumping Station
			Sewage Treatment Works

## Water Legend

	Water Main 4" and below
	Water Main 4" and above
	Raw Water Main
	Private Water Main
	Fire Hydrant
	Pumping Station



