

8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches.

8.2 A Home Information Pack contains information supplied by third parties such as Solicitors, Home Inspectors, Local Authorities, Water Authorities, HM Land Registry and Domestic Energy Assessors. Not all of the third parties providing the information may have been commissioned by PSG. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or be covered by statutory compensation arrangements. PSG will of course assist you should you need to pursue any supplier of information for defects in their reports contained in the Home Information Pack. When a Home Information Pack contains a mandatory Property Information Questionnaire supplied by the property vendor, the vendor is entirely liable for its contents.

8.3 We cannot accept liability for any error in a Report, which is derived from any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate.

8.4 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email. For searches contained within a HIP issued after 6th April 2009 we do not rely on these indemnity insurance policies but answer every question to the best of our ability from the available sources which may not be complete.

8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.

8.8 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £2,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.9 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains except as described in 8.3. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. However, if our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

10. Assignment

10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

If you want to make a complaint, we will deal with it speedily and fairly. We will:

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

If you are not satisfied with our final response, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by PSG, you may refer it to (IPCAS), who can be contacted at: IDRS Ltd 24 Angel Gate City Road London EC1V 2PT

Phone: 020 7520 3800 Fax: 020 7520 3829 E-mail: info@idrs.ltd.uk

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

Property: 14 ST. MILDREDS WAY HEYSHAM MORECAMBE LA3 2QJ

This document was produced by: -

**United Utilities Water PLC
Property Searches
Stephens Way
Goose Green
Wigan
WN3 6PJ**

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 644032

This document was ordered by: -

Client	Property Search Group
Address	Unit 4 Willow Mill, Fell View
	Caton
	Lancaster
	LA2 9RA

Client Ref: ~31909~3~DH K011480003

FAO:

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Water PLC is liable 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; and
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

United Utilities Water PLC
Registered In England & Wales No. 2366678
Registered Office Haweswater House, Lingley Mere
Business Park, Lingley Green Avenue, Great Sankey,
Warrington, WA5 3LP.

Received Date 11/08/2009 Response Date 14/08/2009

**Question
Number****Q 1 Interpretation of Drainage and Water Enquiry**

Answer **Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.**

Informative Not Applicable

Q 2 Enquiries and Responses

Answer **This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.**

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

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

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

Residential Drainage and Water Search Complaint Procedure

United Utilities Water PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities will:-

- endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond.
- if you are not happy with our initial response, we will advise you write in via email, fax or letter explaining the reasons why you are not satisfied.
- investigate and research the matter in detail and provide a written substantive response within 5 working days of receipt of your written complaint.
- depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
- if we fail to give you a written response within 5 working days, will pay you £10 compensation regardless of the outcome of your complaint.
- if your complaint is found to be justified, or we have made any substantive errors in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.
- if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.
- if you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for reply.

Received Date 11/08/2009 Response Date 14/08/2009

**Question
Number**

Q 3 **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.**

Informative Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information.

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

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

Q 4 **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.**

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system, and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

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

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

**Question
Number****Q 5 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.****Informative** Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

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

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

Q 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?**Answer The property is part of an established development and is not subject to an adoption agreement.****Informative** This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

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

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

**Question
Number**

Q 7 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.

Informative

The boundary of the property has been determined by reference to the Ordnance Survey record.
The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

Q 8 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.

Informative

The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

**Question
Number**

Q 9 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.**

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
Prior to 2003 United Utilities Water PLC had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

Q 10 **Where relevant, please include a copy of an extract from the map of waterworks. A copy of an extract from the map of waterworks is included in which the location of the property is identified.**

Answer

Informative The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
Assets other than public water mains may be shown on the plan, for information only.
Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
If an extract of the public water main record is enclosed it will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.
The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Q 11 **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.**

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

**Question
Number**

Q 12 Who are the Sewerage and Water Undertakers for the area?

Answer **United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area and United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the water undertaker for the area.**

Informative Not Applicable

Q 13 **Is the property connected to mains water supply?**

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

Q 14 **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.**

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.

The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Q 15 **What is the current basis for charging for sewerage and water services at the property?**

Answer **The charges are based on the rateable value of the property of £181 and the charge for the current financial year is £439.16.**

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

**Question
Number**

Q 16 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.**

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
* Watering the garden, other than by hand (this includes the use of sprinklers)
* Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
* In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).
* In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.
* A reverse osmosis unit.

Q 17 Is a surface water drainage charge payable?

Answer **Records confirm that a surface water drainage charge is payable for the property at £62.44 for each financial year.**

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
Where surface water charges are payable but if on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.
Drainage charges are subject to annual review and amounts may change.

Q 18 Please include details of the location of any water meter serving the property.

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

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

United Utilities Water PLC, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744,
Internet; www.unitedutilities.com

**Question
Number****Q 19 Who bills the property for sewerage services?**

Answer **The property is billed for sewerage services by United Utilities Water PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com**

Informative Not applicable

Q 20 Who bills the property for water services?

Answer **The property is billed for water services by United Utilities Water PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com**

Informative This is the company to whom notification of change of occupier should be made upon completion of sale.

Q 21 Is the dwelling-house which is or forms part of the property 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.**

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

"Internal flooding" from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

"At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported 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 Sewerage Undertaker's reporting procedure.

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

Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

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

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

**Question
Number****Q 22** **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.****Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

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

Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services 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).

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

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

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

Allowable exclusions:

The Water Undertaker 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. Water Undertakers should exclude from the reported DG2 - (Low Pressure Register) figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Water Undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) because of planned maintenance, are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); fire fighting and action by a third party.

However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures that only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 - (Low Pressure Register) figures.

**Question
Number**

Q 23 Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

Answer **The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.**

Informative Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.

Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12.

The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk.

If you require further advice regarding these failures please see Question 12 for contact details.

**Question
Number**

Q 24 Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

Answer **There are no such authorised departures for the water supply zone.**

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
For contact details please see Question 12.

Q 25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

Answer **The nearest Sewage Treatment Works is 1.2 miles (1.92km), South of the property. The name of the Sewage Treatment Works is MORECAMBE WWTW, and the owner is United Utilities.**

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.
The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.
It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities Water PLC seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.unitedutilities.com

Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;

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

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means-

- (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
- (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

- (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

"map of waterworks" means the map made available under Section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-

- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

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

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

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(a) 1991 c. 56.

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

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

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

(e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

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

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

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2

DRAINAGE AND WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

'The Company' means the water service company or their data service provider producing the Report.

'Order' means any request completed by the Customer requesting the Report.

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

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

'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.

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property

"Purchaser" means the actual or potential purchaser of an interest in the Property including their mortgage lender.

"the Regulations" means the Home Information Pack (No. 2) Regulations 2007.

Agreement

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

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

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and 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.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.

2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

2.5 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 their 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.

Liability

3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will

remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

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

4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

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

General

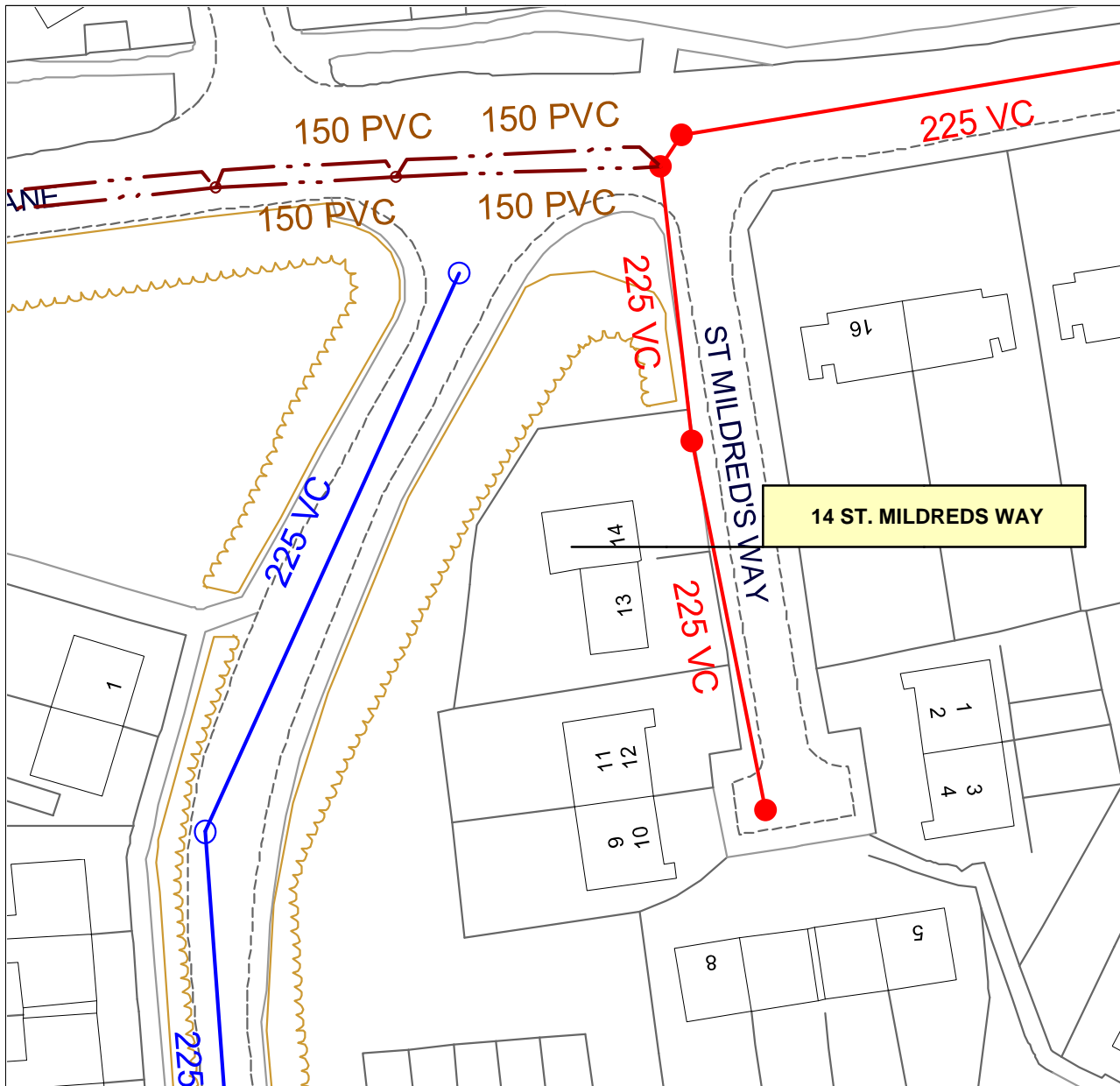
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations

6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser



14 ST. MILDREDS WAY HEYSHAM MORECAMBE LA3 2QJ

Extract from the Map of Public Sewers



Legend

Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

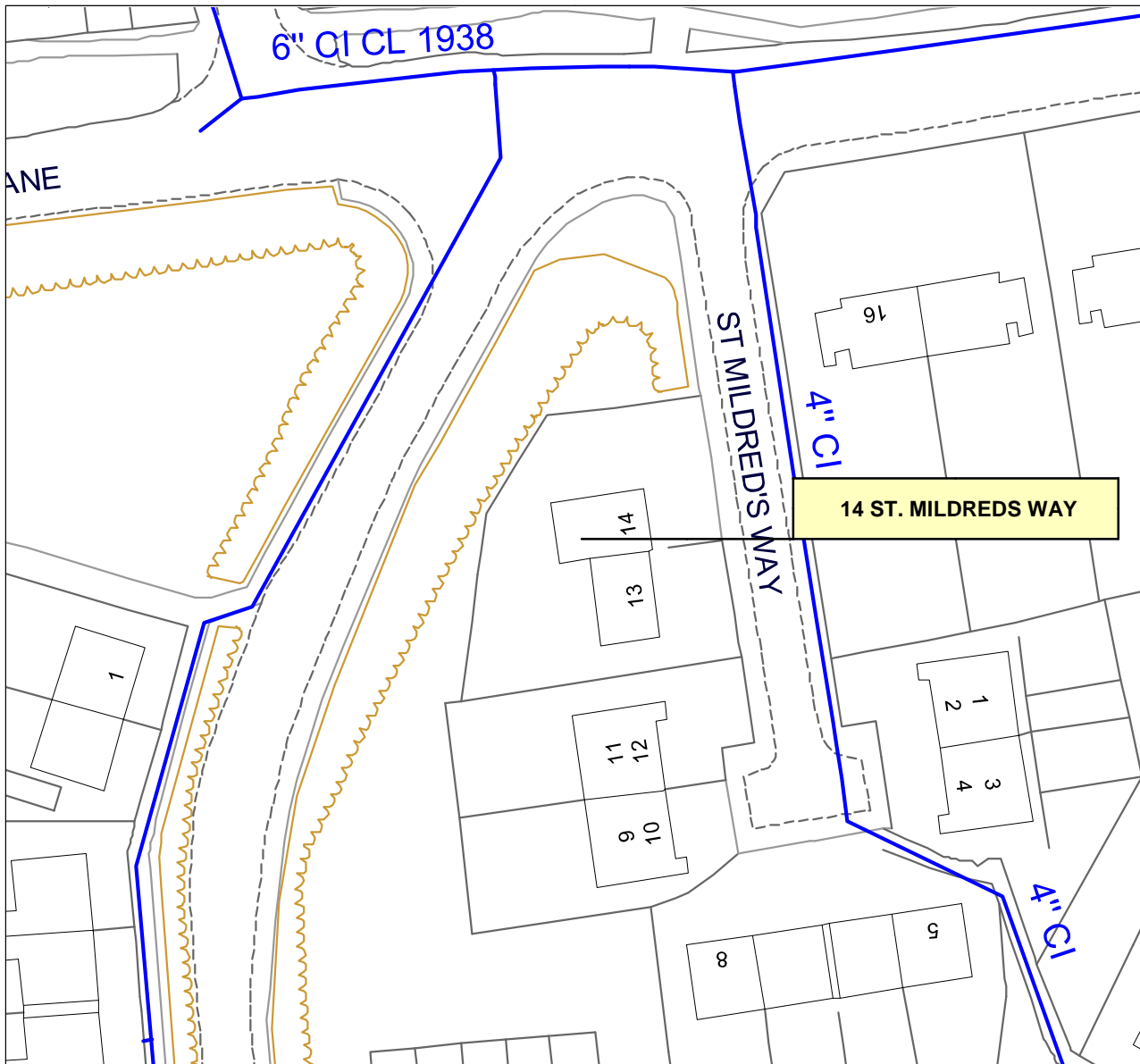
	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

Mapping By Christopher Thompsco






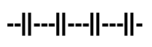
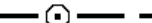





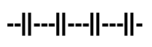
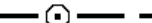





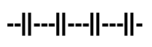
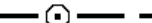

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities Water PLC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

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Received Date 11/08/2009 Response Date 14/08/2009



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Extract From the Map of Water Mains														
 WATER MAINS RECORDS	Legend													
	<table border="0"> <tr> <td></td> <td>Distribution Mains</td> </tr> <tr> <td></td> <td>Trunk Mains</td> </tr> <tr> <td></td> <td>Non Potable Mains</td> </tr> <tr> <td></td> <td>Proposed Mains</td> </tr> <tr> <td></td> <td>Disused Mains (these may still be live)</td> </tr> <tr> <td></td> <td>District or Parish Boundary</td> </tr> <tr> <td></td> <td>Development Outline</td> </tr> </table>		Distribution Mains		Trunk Mains		Non Potable Mains		Proposed Mains		Disused Mains (these may still be live)		District or Parish Boundary	
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Mapping By Christopher Thompso

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