

MOVE REPORTS UK

Trusted Partner for Property Professionals

DW Report

Regulated Drainage & Water Search

SUBJECT OF SEARCH

2
FRON DEG
GLYN CEIRIOG
LLANGOLLEN
LL20 7NW

DATE: **01.August.2022**

REFERENCE: **139077.HJ.KM**

SEARCH NUMBER: **20220801103911**

SEARCH CARRIED OUT FOR: **GHP Legal (Oswestry)**

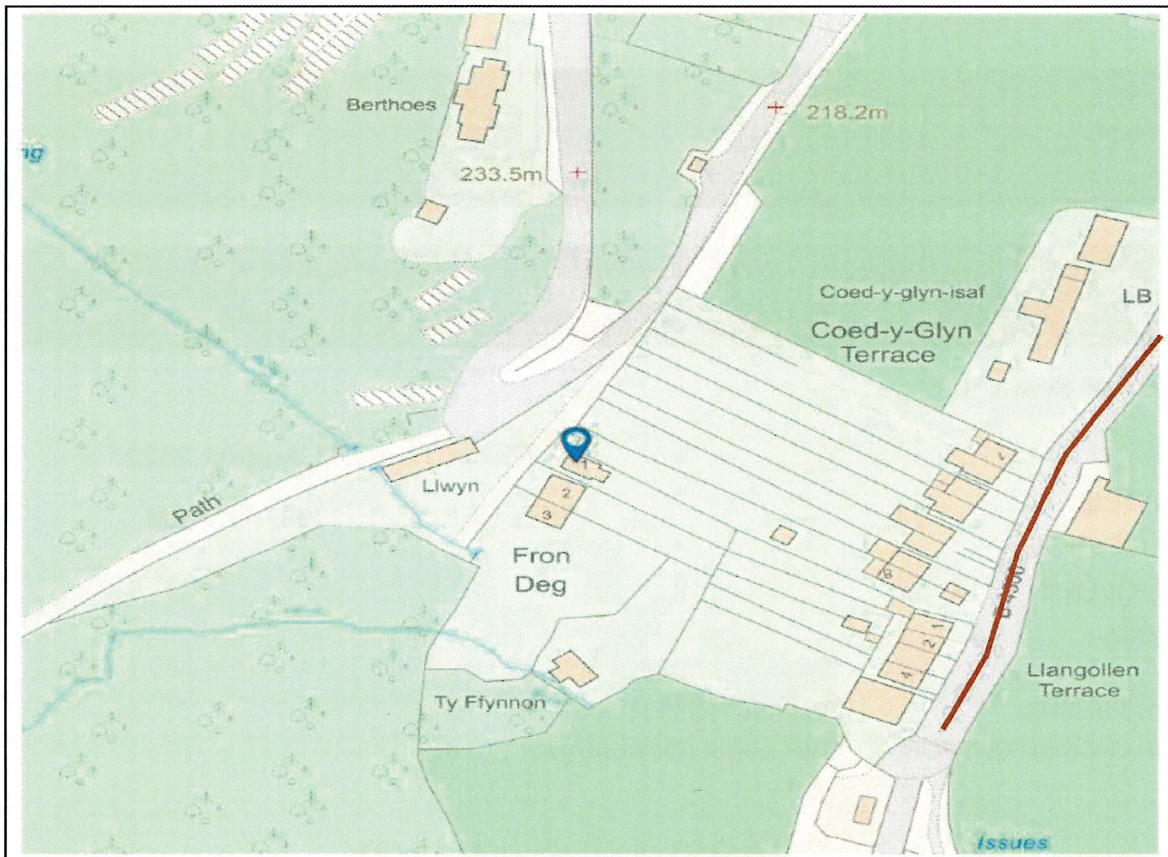
SNAPSHOT SUMMARY

	Any Sewers Assets within the Property Boundary	NONE
	Any Water Assets within the Property Boundary	NONE
	Is Foul Water Connected	YES
	Is Mains Water Connected	YES

Should you require any further information on the following search please do not hesitate to contact a member of our customer service team on:

0845 094 5733

SEWER MAP



SEWER KEY:

- Public Combined Gravity Sewer
- Public Foul Gravity Sewer
- Public Surface Water Gravity Sewer
- Section 104 Sewers
- Private Sewers

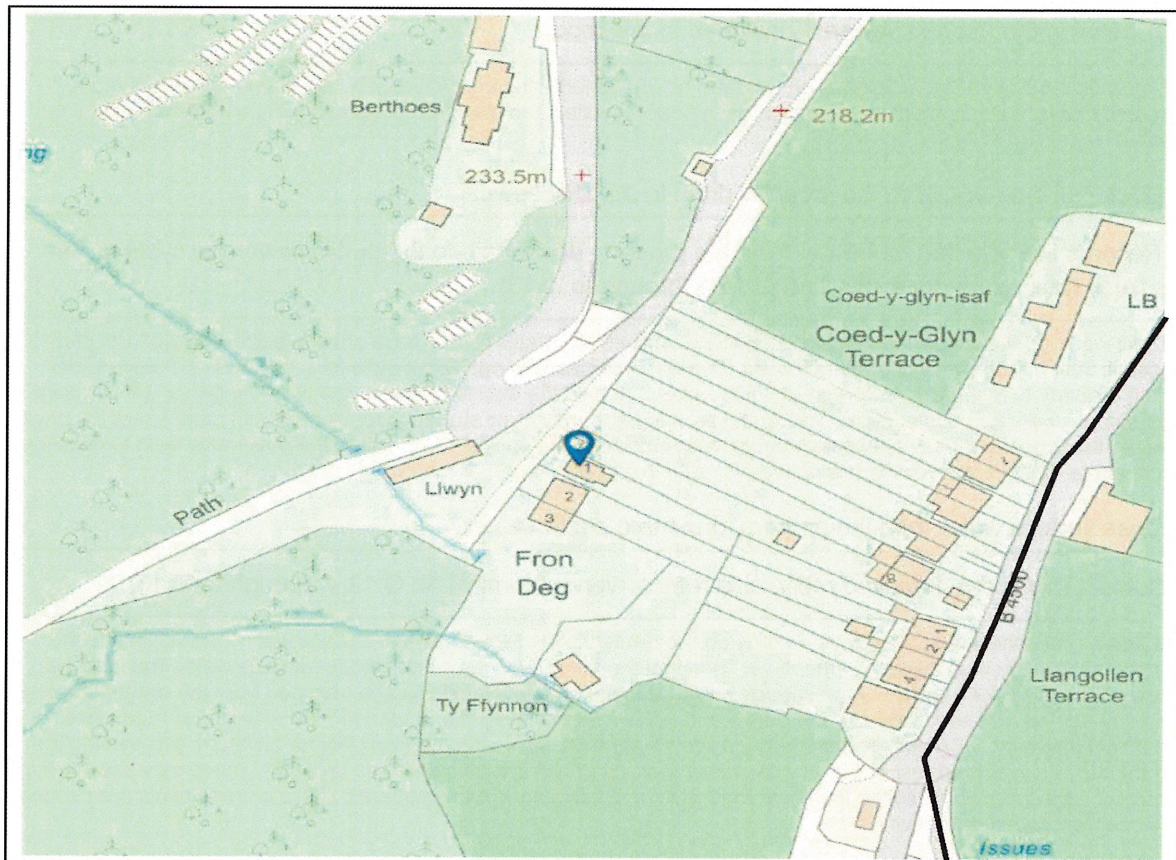
WATER KEY:

- Public Water Main
- Trunk Main
- + Property Location

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Ordnance Survey 100057565

WATER MAP



SEWER KEY:

- Public Combined Gravity Sewer
- Public Foul Gravity Sewer
- Public Surface Water Gravity Sewer
- Section 104 Sewers
- Private Sewers

WATER KEY:

- Public Water Main
- Trunk Main
- + Property Location

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Ordnance Survey 100057565

REGULATED DRAINAGE & WATER REPORT

1.1 Q: Is a plan showing the nearest public sewers provided?

A plan showing the nearest sewers is included in this report.

Notes: Following the private sewer transfer on October 1st 2011 there may be additional public assets other than those indicated on the plan. Developments may still not have sewers plotted and therefore details should be made directly to the developer.

1.2 Q: Does foul drainage from the property drain to a public sewer?

Yes. Records indicate that foul water from the property does drain to the public sewerage system. See Notes.(Also refer to vendor forms TA6 Q.12.4 through to Q.13)

Notes: If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

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

See Notes. (This is the defaulted reply, also refer to vendor forms TA6 Q.12.4 through to Q.13)

Notes: In some cases the water company's 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 water company. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

1.4 Q: Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?

No. See notes.

Notes: The majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan. Buyers should consult with the current owner to ascertain the extent of their liability for privately held assets. Further details can be found to the rear of this report.

2.1Q: Does the public sewer map show any public sewer, disposal main or lateral drain within the boundary of the property?

No. Refer to Plan. We are not aware of public sewers, disposal mains or lateral drains within the boundary of the property. However, following the private sewer transfer on 1st October 2011 there are lateral drains and public sewers which are not recorded on the public sewer map. Therefore we believe there may possibly be an un-plotted public sewer following the transfer which may prevent or restrict development therefore individual property drainage arrangements should be checked, if required.

2.2 Q: Does the public sewer map show any public sewer within 100 ft (approximately 30m) of the property?

Will be shown on Sewer Plan or refer to notes below regarding transfer of public sewers .

The presence of a public sewer within 100 feet (approximately 30 meters) 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 centre of the property or land shown on the Ordinance Survey record. From 1st October 2011 many private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our opinion that for Urban situated properties a public sewer should be within the 30.48 (100 feet) of a building within the property.

2.3 Q: Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?

Records indicate that there is not a statutory agreement or consent in respect of a building over a public sewer at this property since 2004. For historical reasons the Sewage Undertaker may not be aware of some agreements or consent's which have been entered into by the local authority.

Notes: The erection of a building or structure is not permitted over water mains or public sewers, without a special agreement from the water company such as a 'building over agreement'. Any such building or structure might cause damage and would restrict or interfere with the undertaker's access to the apparatus for repair, inspection, maintenance or renewal. Please note that from 1st October the majority of private sewers and lateral drains connected to the public network were transferred into public ownership and there may therefore be formally private sewers and lateral drains which have been built over.

3.1 Q: Please advise who the 3.1 sewerage undertaker is:

Welsh Water (Welsh Water, Pentwyn Road, Nelson, Treharris, CF46 6LY)

Notes: The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the 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 a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3.2 Q: Which company supplies water to the area?

Hafren Dyfrdwy (Packsaddle/Wrexham Rd, Wrexham LL14 4EH)

Notes: The water company is not responsible for private supply pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3.3 Q: Is the property connected to mains water supply?

Yes. Records indicate that a mains supply is available.

3.4 Q: Does the map of the waterworks show any vested water mains or assets within the boundary of the property?

No. Refer to Plan. We are not aware of any vested water mains within the boundary of the property.

Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a vested water main within the boundary of the property may restrict further development within it. The water board has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the water board or its contractors needing to enter the property to carry out work.

4.1 Q: What is the basis for charging for water supply and sewerage at this property?

Please refer to vendor pre-contract documents also forms TA6 Q.12.4 through to Q.13

Disclaimer

Move Reports UK Ltd has made reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions:

Following the private sewer transfer on 1st October 2011 there are lateral drains and public sewers which are not recorded on the public sewer map. Therefore we believe there may possibly be un-plotted public sewers following the transfer but individual property drainage arrangements should be checked, if required. We are not, in any way, liable for inaccuracies or omissions in the information provided to us by the water company in reference to the sewerage and water pipes. We are not, in any way, liable for inaccuracies or omissions in the information provided by Ordinance Survey in reference to the location of buildings and their boundaries. Move Reports UK Ltd is not responsible, in any way, for the installation, maintenance or upkeep of any the pipelines mentioned in this report or the provision of drainage and/or water services. This report is compiled and delivered electronically for viewing and inspection and should not be printed out for sale or distribution. Any queries relating to this report should be directed to Move Reports UK Ltd.

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Move Reports UK Ltd, Hilton Hall, Hilton Lane, Essington, WV11 2BQ, Tel: 0845 094 5733, Email: enquiry@movereportsuk.com, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

COMPLAINTS PROCEDURE

Move Reports is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, 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, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, <https://www.tpos.co.uk/> email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

If your complaint is in relation to CLS' insurance products or Bonds, you may refer your complaint to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR (Tel: 0800 023 4567 or online at www.financial-ombudsman.org.uk)

Complaints should be sent to:

Richard Bray
Move Reports UK Ltd
Hilton Hall
Hilton Lane
Essington
WV11 2BQ
Tel: 0845 0945733
Email: enquiry@moverereportsuk.com

INFORMATION SOURCES:

The information obtained to compile this report has been sourced wholly from the records of the relevant sewerage and water companies serving the area in which the property is located. Inspection of these records may take place either by physical visitation of the premises of the sewerage/water company or by authorised online access to the records.

STANDARD TERMS of BUSINESS & CONDITIONS

MoveReportsUK Ltd a company incorporated in England and Wales under company registration number 04531448 and registered for Value added Tax number 792906979. You can contact MoveReportsUK Ltd for any information or to register a complaint using enquiry@movereportssuk.com or 0845 094 5733.

Move Reports UK Ltd is regulated by the Property Codes Compliance Board (PCCB) in providing search reports and services Move Reports UK will comply with the Search Code.

1. Interpretation

1.1 In these Conditions the following words shall have the meanings as stated:

"Charges" - our financial charges for providing the services, which will be notified to "you", when you submit your order.

"Confirmation of order" - the point at which the agreement becomes binding on both parties when we confirm acceptance of your "Order" whether by telephone, facsimile, SMS or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" - any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" - "your" request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" - our "Order Form" which may be updated from time to time or an approved alternative.

"Property" - the property address of location, the building(s) land, and all chattells for which you require a report.

"Report" - any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from MoveReportsUK Ltd or associated trading partners, or whether it is a "Third Party Report".

"Required Information" - all information required to submit the "order form" to us which shall enable us to provide the "services" to you.

"Third Party Report" - any "Report" that we procure from a third party on your behalf for the purpose of providing the "service".

"Services" - our compilation and/or delivery of reports/documents to "you".

"Us/ we/our" - MoveReportsUK Ltd or one of our Agency partners.

"Working Day" - Mondays to Fridays except bank and public holidays.

"You/your" - the person, firm or company who instructs us to provide the "services" either on their own behalf or as an agent of another person.

"Deferred Payment" - a financial facility provided by a commercial banking house to offer the vendor an extended payment period.

2. Privacy

Please refer to the separate Privacy policy

3. The Services

3.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use reasonable endeavors to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be not be freely available or genuinely unavailable and by placing the Order we have your express permission to implement specific insurance as clearly outlined within the Footnote element of the Search and again herein paragraph 8.4. Report information itself may subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

3.4 Upon receiving and accepting your Order we shall provide a Confirmation of Order. The placing of the Order will constitute that you have read and agree to be bound by these terms and conditions.

3.5 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavors to deliver the Services within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the point of Order. By accepting these conditions You agree that in such case that time of delivery of the Reports is not of the essence and that delivery of Reports may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

3.6 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

4. Charges

4.1 Charges will include VAT unless expressed otherwise. And will include delivery and communication costs.

4.2 You shall be liable for payment for the Services at the notified rate prior to your Order, unless advised before the Confirmation Of Order. All other Invoices will be strictly 30 days, except for other terms agreed in writing. Late payments will be charged at our discretion at a rate of 2% monthly until all cost are recovered in full.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. You shall be responsible for information supplied by you that it is true and correct and that we can proceed to provide the Services that you have ordered.

5.2 You will notify us of any changes or inaccuracies stated in the Order Form. Amendments will be carried out but additional charges may apply for any new or revised Reports that may need procuring.

5.3 If there is any conflict between a provision of any Third party reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post, or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work begun to provide the Services any refund of monies already paid will at be our discretion and you will be liable to pay any charges that have been reasonably incurred.

6.2 If your order is submitted in any other acceptable manner and you wish to cancel or re-schedule and order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) regulations 2000 as amended in 2005 and the Electronic Commerce (EC Directive) Regulations 2002.

7. Intellectual Property Rights and Proprietorship.

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these conditions.

7.3 Title to the MoveReportsUK Ltd products which are the subject of your order shall remain the property of MoveReportsUK Ltd and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8. Limitation of Liability

8.1 MoveReportsUK Ltd has in place Professional Indemnity Insurance of £5m in respect of anyone claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer: PEN UNDERWRITING LTD, The Technology Centre, Station Road, Framlingham, Woodbridge, Suffolk, IP13 9AZ

8.2 Information supplied by third parties such as, but not limited to, Local Authorities, Coal Authority, Water Companies, HM Land Registry, DEA, Environmental reports, gov.websites. Not all of the third parties information may have been commissioned by MoveReportsUK Ltd. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or covered by statutory compensation arrangements. MoveReportsUK Ltd will of course assist you should you need to pursue any supplier of information for defects in their reports.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers or database in which we search.

8.4 For searches 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 subject to the report. You should note that properties are limited to a maximum of £2m for any one claim. This insurance cover is provided under Stewart Title Ltd, 6 Henrietta Street, 3rd Floor, Covent Garden, London, WC2E 8PS. The policy is attached to the Local Search with the Key Facts statement.

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 either in written, electronic or oral formats.

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 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 confirm that we may also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 above to ensure that insurance cover will remain in effect in the event that we cease trading.

8.9 The Envirochecker is compiled using information from numerous sources, statutory and non-statutory. While every effort is made to ensure the content is accurate Move Reports cannot guarantee the accuracy of such information. The commitment fund is accessed when identifying a 'Passed' result and the local authority did not have a scheduled site investigation planned at the time of the report being compiled. The contribution amount is at the discretion of Move Reports UK Limited and is made available up to 6 years from the date of report purchase and the claimant being the purchaser(s) of the report.

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. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you immediately.

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 on 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 Condition, 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 be deemed to 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 English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

12. Provision of CLS Insurance Products

12.1 Move Reports UK Ltd is an Appointed Representative of CLS Risk Solutions Limited (hereinafter referred to as 'CLS') which is authorised and regulated by the Financial Conduct Authority

12.2 Payment of CLS insurance products:

12.2.1 If sums on your account are not paid within 14 days of the date of invoice issue, CLS will be entitled, at its sole discretion, to cancel Products ordered.

12.2.2 Where Insurance Products are cancelled due to non-payment, CLS will notify the insured of the cancellation directly.

12.2.3 Any insurance premiums received by Move Reports from you will be held as an agent of the insurer by reason of risk transfer. If you pay a premium to Move Reports it will be treated as being received by the insurer(s). It also means that if the insurer(s) pay(s) claims money or returns premiums to Move Reports which Move Reports fail to forward to you, the insurer(s) will still be liable to you.

12.2.4 For Insurance Products, CLS acts as agent for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium against gross written premium and may receive a profit share from some insurers. Insurers which CLS may place business with can be viewed on CLS' capacity page <https://cls.co.uk/about-us#>

12.2.5 For Insurance Products, Move Reports acts as an intermediary and an Approved Representative for the insurer with whom the risk is placed and receives a percentage commission from the insurer taken from the premium.

12.3 Warranties and Limitation of CLS' Liability

12.3.1 You acknowledge and agree that:

12.3.2 In order to purchase any Insurance Products or Bonds, You are authorised by the Financial Conduct Authority, an appointed representative ('AR') of an authorised firm or are registered as an Exempt Professional Firm (EPF)

12.3.3 You will observe and comply with all applicable laws and regulations

12.3.4 You, Move Reports and CLS shall each pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind any party.

12.3.5 No party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing Criminal Finances Act 2017)

12.3.6 No party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing Bribery Act 2010)

12.3.7 The parties shall insofar as required to do so, and whether or not any Party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach or paragraphs 12.3.3 to 12.3.6 above.

Independent Dispute Resolution.

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk email admin@tpos.co.uk). We will co-operate with the Ombudsman during an investigation and comply with his final decision.

1st October 2011 saw the majority of private sewers and lateral drains within England and Wales transfer into the ownership of the relevant Water and Sewerage companies.

The Transfer

Drains, lateral drains and sewers

A drain is a disposal pipe serving a property or properties within a single curtilage. A lateral drain is any section of that drain which extends beyond the curtilage of the property. A sewer is a disposal pipe serving two or more properties. Full legal definitions of these terms can be found in Appendix 1.

Assets transferred into public ownership

The majority of sewers and lateral drains that were connected to the public system prior to 1st July 2011

Private pumping stations and associated apparatus will transfer by 1st October 2016

Assets not transferred into public ownership

Any assets not connected prior to 1st July 2011. These will transfer under a secondary scheme on 1st April 2012

Drains within property boundaries

Sewers on Crown Land (such as prisons) where notice has been received from the relevant authority that the sewers should be exempt

Sewers owned by Railway Authorities

Sewers and drains which do not discharge to the public system

Drainage systems contained within a single property curtilage (e.g. retail parks, caravan parks)

Private Pumping stations and associated pressurised mains which serve one property

Sewers where the owner successfully appeals to OFWAT to retain ownership (see below)

Private treatment works, septic tanks and cesspits

Appeals

Any owner of a private sewer, lateral drain or pumping station had the right to appeal to OFWAT to retain ownership. OFWAT will then determine whether the asset in question should be exempt from the transfer. During the appeal process, the asset will remain private.

Procedures for new sewers from April 2012

The Flood and Water Management Act 2010

From April 2012, Section 42 of the Flood and Water Management Act 2010 comes into force. Following this date, it will be a requirement for sewers to be adopted prior to connection to the public system. A Section 104 agreement will need to be applied for and completed before the Water Company grants a Section 106 (permission to connect to the public sewerage system) agreement. A new national Mandatory Build Standard will also be introduced from this date specifying the standards to which new sewers must be built.

Issues for property owners

Liability

Following the transfer the majority of property owners have a greatly reduced liability for repairs to the drainage system. Should the search indicate that the property is not connected to mains drainage or that there are no public assets near to the property, it is recommended that further investigations be made into the drainage arrangements, as the property owner may have a substantial liability.

Sewers within property boundaries

The transfer has resulted in a greater number of public sewers and lateral drains within property boundaries, many of which are not plotted on the Public Sewer Map. Property owners need to be aware that Sewer Undertaker have statutory rights of access to land where their assets are located should they need to access the mains.

There are also formerly private sewers which have been built over without Water Company consent. Providing normal planning procedures were followed, this should not present any significant issues, although property owners need to be aware that Water Companies may need to access the sewer.

Developing Properties

Building over or close to a public asset requires consent from Sewage Undertaker. This includes formerly private sewers and lateral drains within property boundaries. Full details can be found on the Severn Trent Water website. Should you wish to develop a property, The Sewage Undertaker are able to arrange a survey of both private and public drainage at a property. This survey meets the required standard to accompany an application to build over or close to a public sewer made to the relevant Water Company.

What to do if there is a Blockage in the Sewer within the Property Boundary

If there is a problem with a sewer within the property boundary, the occupier should call the Water Company. The Water Company will then decide whether this is a private matter or if they are responsible. The water company may charge the homeowner for clearing a blockage etc for which they are not responsible. Any works needed would be agreed beforehand.

Changes to the CON29DW

Section 104 sites

The transfer applied to sites undergoing adoption under Section 104 of the Water Industry Act. However, some assets on these sites, such as pumping stations and surface water sewers which do not connect to the public system, were either exempt from the transfer or will transfer at a later date. In these circumstances the search will continue to show a Section 104 agreement in place.

Sewers and lateral drains within property boundaries

Because private sewers were not previously required to be recorded on the public sewer records there will be circumstances when we are unable to confirm the location of newly transferred sewers. On these occasions, the CON29DW report will advise as to whether there is likely to be a public asset within the boundary.

Proximity of sewers to the property

The majority of properties particularly within urban areas, will have public sewers within 100 feet (30.48 metres). In the case of newly transferred assets not being shown on public sewer record, there will be many occasions when we are unable to confirm this. In these circumstances we will advise whether there are likely to be assets in close proximity to the property. The absence of nearby public sewers could result in a property owner having a substantial liability for repairs to the drainage system.

Building over public sewers

A number of formerly private sewers have been built over and are now the responsibility of Severn Trent Water. Although the search will highlight whether there has been a build over enquiry to Severn Trent Water this will only apply to sewers which were public at the time of development.

Sewer flooding

Whilst the search will still report the risk of sewer flooding to a property, following the transfer there may be the possibility of sewer flooding from newly transferred sewers which will not have been previously recorded. The register will be updated as and when there is an occurrence.

Typical Examples

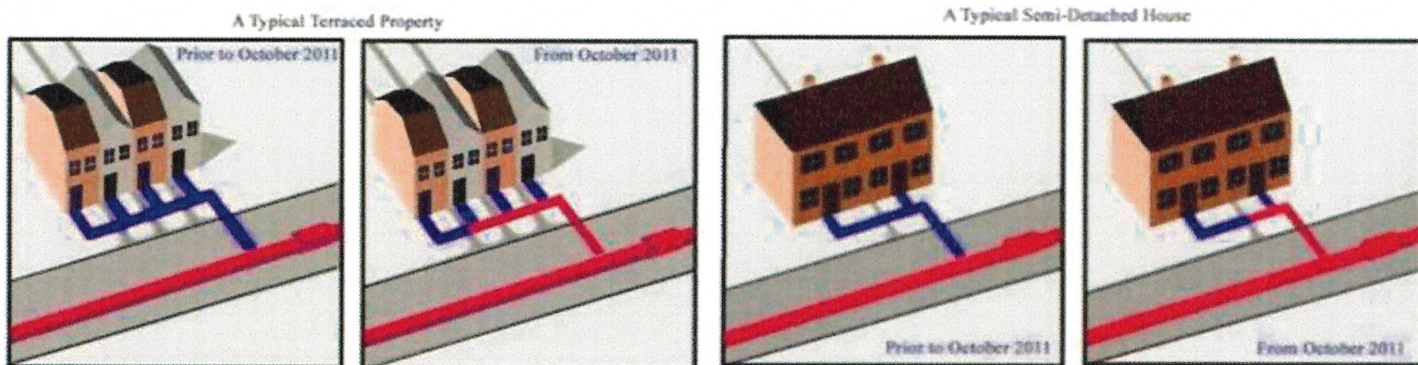
Please note that this is not intended as a definitive guide. The drainage arrangements for residential properties can be complex. Should you wish to know the exact drainage arrangements it is recommended that the drainage and water search is used in conjunction with your own on site investigations.

Terraced Properties

Following the transfer it is commonplace for most terraced properties to have a public sewer passing within the property boundary. There are some exceptions, such as an end terrace that is upstream of the other properties as the section of drain will only serve that one property and so will remain private. Besides the situation shown in the diagram, an alternative arrangement is for terraced houses to be served by a shared sewer to the rear which may also run in passageways between properties to join the main sewer in the highway.

Semi-detached

Following the sewer transfer it is commonplace for most semi-detached properties to be connected to the public sewer via a shared connection. The section of drain which serves both properties is now public. Typically, the public sewer will be within the boundary of the property which is downstream on the drainage system as most sewers work on a gravity system.

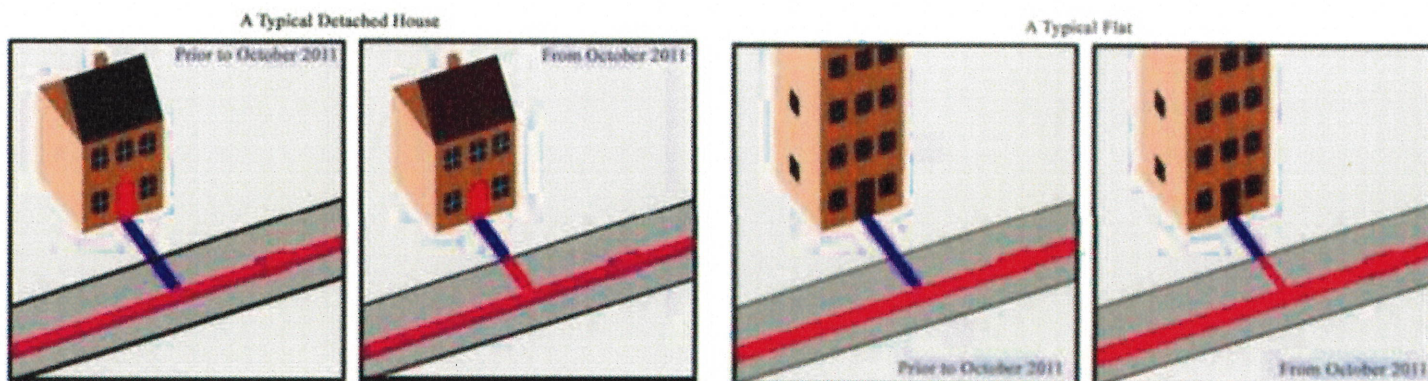


Detached Properties

Following the sewer transfer it is commonplace for most detached properties to be connected to the public sewer via a direct connection. Therefore, for many detached properties it is unlikely that assets within the boundary of the property will transfer. But the individual drainage arrangements at a specific property should be checked if details are required.

Flats/Apartments

Following the transfer any shared drainage systems within a property curtilage remain private. This means with flats, only drains and sewers outside the boundary have transferred.



- Property Boundary
- Public Sewer/Drain - Maintained by the Water Company
- Private Sewer/Drain - Maintained by the Homeowner

