

Your order reference: 671672

Your client reference: SAMPLE REPORT

Date of report: 15/APR/2024

Water provider: Northumbrian Water Sewerage provider: Northumbrian Water



## **Property search address**

1 SAMPLE STREET, SAMPLE VILLAGE, SAMPLE TOWN, SA1 2WN

# All you need to know

## Asset and property analysis



property boundaries

See Answer





Public water mains within property boundaries

No







Risk of internal sewer flooding

No





Risk of low water pressure

No



## Water and sewerage connections



Water connection

Yes



Foul water drainage connection

Yes



Is there a water meter at the property?

No Meter

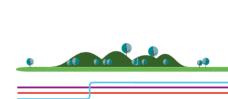
Can we be of further help to you?

**Contact us by phone:** 0370 241 7408

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**Email us:** propertysolutions@nwl.co.uk

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To understand why the information included in this report is important, it's useful for you to understand a few basic definitions and responsibilities you may have as a property owner. You may find it useful to review the key points below - this applies particularly to first-time buyers, who may have limited experience of drainage and water issues.

There are various water providers that could be involved in supplying data for a CON29DW, but generally only one waste provider. However, there could also be instances where the water/waste providers are not known - please note that the data below presumes that the water/waste provider is identified, but if not, please ensure that those details are requested from the property/land seller.

## **Definitions**

Foul water	Foul water is the water from the household (i.e. from toilets, sinks and baths). If the foul water does not drain to a public sewer, the property may rely on a cesspit or septic tank. This needs to be checked before the property purchase goes ahead.
Surface water	Surface water is basically rainwater (i.e. running off the land and roofs of properties). If the rainwater does not drain to a public sewer, the home buyer's solicitor needs to check how it drains away to avoid any risk of flooding.
Mains water	This is the public water supply. If the property is not connected to the mains water supply, it may rely on a borehole.  This needs to be checked before the property purchase goes ahead.

# Who's responsible for the maintenance of sewers and drains?

Responsibility for sewers and drains is generally shared between the property owner and the water/waste provider. Sometimes a Local Authority, the Highways Agency or an internal drainage board may also have responsibility.

The information below applies specifically to the split of responsibility between the property owner and water/waste provider.

#### Public sewers (to take away foul water and surface water)

A public sewer is defined as all the sewers outside the boundary of the property and any shared sewers within the property boundary (provided the latter were connected to the public sewer before 1 July 2011). If a sewer is public, Northumbrian Water owns the sewer and has responsibility for maintenance, and any blockages or leaks should be reported to them on **0800 328 7648**. Public sewers appear on the public sewer map which can be found at the end of your CON29DW report, but please note that, due to recent changes in sewer ownership, not all public sewers may yet be on the map.

#### Private sewers (to take away foul water and surface water)

If the sewer within the boundary serves a single property, the sewer is defined as private. If there's a private sewer within the property boundary, the property owner owns the sewer and is responsible for maintenance. This also applies to shared sewers if they were connected to the public sewer after 1 July 2011.

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#### **Drains**

A pipe connecting a single property to a public sewer (or to a sewer covered by an S104 agreement) is referred to as a drain. Drains are private and the property owner is responsible for maintenance.

#### Different property types

Sewer ownership can vary slightly depending on property type. Please see the illustrations below for full details.







### **Terraced Properties**

As sewer pipes for terraced properties are usually shared, the majority of terraced properties have a public sewer passing within the property boundaries. The exceptions are the pipes within the end terrace boundary (shown on the left in this illustration) where the run of the sewer begins, and the lateral drains connecting all individual properties to the public sewer.



#### Semi-Detached

The majority of semi-detached properties share a sewer, meaning that most of the sewer pipe is public. The exceptions are the pipes within the end property (shown on the left in this illustration), and the lateral drains connecting both properties to the public sewer.



#### **Detached**

Detached properties are most likely to connect directly to the public sewer, with no shared pipes. This means that in most cases the pipes within the boundary are private. This is important to note as owners are generally responsible for a longer length of sewer pipe.



#### Apartment/Flats

Apartments and flats generally connect directly to the public sewer meaning that, in most cases, the sewer pipes within the boundary are private. This is important for owners of the individual flats as they have joint responsibility for these pipes. In some cases the pipes may be the responsibility of the management company.

# What's an adoption agreement and why is it important?

An adoption agreement, (also known as a Section 104 agreement) is an agreement between the owners of a private sewer (usually a property developer) and the water/waste provider. The agreement states that, once the developer has constructed the sewer to an agreed standard and maintained it for an agreed period, the water/waste provider will adopt it and it will become a public sewer. Before this happens, the sewer remains private, owned by the developer.

The solicitor should ask to see a copy of the Section 104 agreement (available from the water/waste provider or the developer) to check that it covers the particular property and should also ask whether a bond was paid by the developer. The bond is intended to cover the water/waste provider costs should the developer not complete the sewer to the agreed standard.

If a bond has been paid, this information will be included in question 2.6 of the report.

When dealing with fairly new properties it's quite common that the Section 104 agreement is not yet completed. If the proposed property purchase is more than about 5 years old, however, the purchaser's solicitor should enquire into why there's no agreement.

If there's no agreement in place the solicitor should check with the water/waste provider whether they're planning to adopt. If not, the purchaser and the lender need to be aware of this as the cost of maintaining and repairing private sewers can be very expensive.

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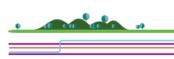
# Who's responsible for the maintenance of water supply pipes?

In most cases Northumbrian Water is responsible for the pipes from the water mains up to your property boundary (or the stop tap/meter, if this is inside your property boundary). Sometimes the stop tap or meter is located on the external wall of your property (not reflected in our diagram); in which case you are responsible for the pipe work which runs between your property boundary and the inlet of the meter box.

There are a few situations when your responsibility can extend beyond your property boundary, but you (or your landlord) are responsible for that section of pipework. See property C below.

In the case of a shared supply pipe - see properties D, E, F and G below - responsibility and costs for maintenance or repair are shared between the properties.





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## Who's responsible for the maintenance of pumping stations?

After 1 October 2016, many private pumping stations became the responsibility of the water/waste providers (provided they were connected before 1 July 2011). This applies to all stations that serve two or more properties, unless both properties are leasehold and situated on a single curtilage (e.g. many industrial or commercial pumping stations). A pumping station which serves only a single property remains private, unless it's situated on third-party land.

The water/waste providers seek to constantly identify and assess all pumping stations and once the team identifies a station that's their responsibility, they write to the property owner(s) to inform them of their intention to adopt. This includes waivers of consent, i.e. allowing the water/waste provider access to pumping stations on the homeowner's land. Once a pumping station becomes the responsibility of the water/waste provider, it will also appear on the map within your CON29DW report.

Once the water/waste provider has taken on responsibility for a pumping station, they are responsible for maintenance and anything that goes wrong. If there's a private pumping station within the property boundary, the property owner has that responsibility. If there's more than one property owner, e.g. in the case of apartments and flats, owners may have joint responsibility or it may be the responsibility of the management company.

## Sustainable drainage systems

Rather than surface water (rainwater) running straight into the sewers, sustainable drainage systems (also known as SuDS) slow down the water flow, absorbing it or holding it back in ponds or other landscape features. This helps to reduce the risk of flooding and of pollution caused by surface water carrying waste into watercourses.

Your CON29DW report provides information on whether surface water from a property drains to a public sewer. But if the property was built after 6 April 2015, the surface water drainage may be provided by a sustainable drainage system. If this is the case, then checks should be made either with the property developer or by reviewing question 3.3 of the CON29 from the Local Authority.

## Paying for your water and sewerage services

For details of charges please visit your provider's website (see questions 4.1.1 and 4.1.2).

If your provider is Northumbrian Water, you can find details of both water and sewerage services on their website -

## https://www.nwl.co.uk/tariffsandcharges

If there's already a water meter at the property, your water usage will be measured and charged according to the meter. If there's no meter, the water charge will be a fixed annual charge (i.e. water rates). Homeowners with a fixed charge can also apply to have a meter fitted.

Please note that the water company may choose to install a meter at the property upon change of occupancy.

#### Who Looks After What?

Billing Services (general enquiries about your bill)

Northumbrian Water 0345 733 5566

Line For Reporting Leaks

Northumbrian Water 0800 393 084

Emergency Line - no water

Northumbrian Water 0345 717 1100

Emergency Line - sewer flooding

Northumbrian Water 0800 328 7648

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# **Summary of Responses:**

Maps							
1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map Provided					
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided					
Draina	Drainage						
2.1	Does foul water from the property drain to a public sewer?	Yes					
2.2	Does surface water from the property drain to a public sewer?	Yes					
2.3	Is a surface water drainage charge payable?	Yes					
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	See Answer					
2.4.1	Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No					
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes					
2.5.1	Does the public sewer map indicate any public pumping station or ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	No					
2.6	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	No					
2.7	Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No					
2.8	Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	No					
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Answer					
Water							
3.1	Is the property connected to mains water supply?	Yes					
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No					
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No					
3.4	Is the property at risk of receiving low water pressure or flow?	No					
3.5	What is the classification of the water supply for the property?	See answer					
3.6	Please include details of the location of any water meter serving the property.	No Meter					
Charge	es <u> </u>						
4.1.1	Who is responsible for providing the sewerage services for the property?	Northumbrian Water					
4.1.2	Who is responsible for providing the water services for the property?	Northumbrian Water					
4.2	Who bills the property for sewerage services?	Northumbrian Water					
4.3	Who bills the property for water services?	Northumbrian Water					
4.4	What is the current basis for charging for sewerage and/or water services at the property?	Unmeasured					
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No Change					

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## Maps

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

#### Answer

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

- 1. The Water Industry Act 1991 defines Public Sewers as those which Northumbrian Water has responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.
- 2. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an "as constructed" record. It is recommended these details be checked with the developer.

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

### Answer

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

- 1. The "water mains" in this context are those which are vested in and maintainable by the water company under statute.
- 2. Assets other than public water mains may be shown on the plan, for information only.
- 3. Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 4. The enclosed extract of the public water main record shows 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.

View Maps ▶

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

#### Answer

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

- 1. Water companies are not responsible for any private drains and 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.
- 2. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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

## Answer

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

- 1. Water companies are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.
- 2. 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.
- 3. In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
- 4. 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 company.
- 5. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

# Question 2.3 Is a surface water drainage charge payable?

## Answer

Records confirm that a surface water drainage charge is payable for the property for the year commencing 1st April 2023, at £58.80

- 1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request. The current Northumbrian Water scheme is the 2023/24 Charges Scheme <a href="https://www.nwl.co.uk/help/charges/">https://www.nwl.co.uk/help/charges/</a>
- 2. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT).

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

#### Answer

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there are lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property. For further information contact Northumbrian Water Property Solutions on 0370 2417408.

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

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

#### Answer

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

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

#### Answer

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

- 1. From the 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.
- 2. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- 3. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- 4. 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.

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## Question 2.5.1

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

#### Answer

The public sewer map included indicates that there is no public pumping station within 50 metres (164.04 feet) of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

## Question 2.6

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

#### Answer

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

- 1. 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
- 2. 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.
- 3. Any sewers and/or lateral drains within the boundary of the property are not the subject of an adoption agreement and remain the responsibility of the householder. Adoptable sewers are normally those situated in the public highway.
- 4. Please note this could relate to a piece of land that is not part of an established development and is not subject to an adoption agreement.

## Question 2.7

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

#### Answer

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

- 1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered
- 2. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.

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## Question 2.8

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

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. Flooding to garages and outbuildings is not reported.

"At Risk" properties are those that the water company has 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.

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

Properties may be at risk of flooding but not included where flooding incidents have not been reported to the Company.

Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.

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

## Question 2.9

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

#### Answer

The nearest sewage treatment works is 2.23 kilometres Easterly of the property. The name of the sewage treatment works is Low Heworth Lane Stw.

- 1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- 2. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.

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## Water

**Answer** 

Answer

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

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

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

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

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

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

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.

- 1. 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.
- 2. Please note this could relate to a piece of land and is not subject to an adoption agreement.

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## Question 3.4 Is the property at risk of receiving low water pressure or flow?

#### **Answer**

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

- 1. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
- 2. Water Companies are required to include in the Regulatory Register that is reported annually to Ofwat properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
- 3. 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 (mst). 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 10metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or Institute of Plumbing handbook.

Because of the difficulty in measuring pressure and flow at the main stop tap, companies may measure against a surrogate reference level. Companies should use a surrogate of 15 metres head in the adjacent distribution main unless a different level can be shown to be suitable. In some circumstances companies may need to use a surrogate pressure greater than 15 metres to ensure that the reference level is supplied at the customer's side of the main stop tap (for example in areas with small diameter or shared communication pipes).

#### 4. Allowable exclusions

The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply:

#### Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported low pressure figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

#### Planned maintenance:

Companies should not report under low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from low pressure 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 PRVs 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 which 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 low pressure figures.

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## Water

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

#### Answer

The water supplied to the property has an average water hardness of 55.75 mg/l of Calcium which is defined as Slightly Hard by Northumbrian Water.

Water hardness can be expressed in various indices, for example, the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal range of hardness.

Value	mg/l of Calcium	<b>English Clark</b> Degrees	<b>French</b> Degrees	<b>General/German</b> Degrees
Soft	0.00 to 20.00	0 to 3.5	0 to 5	0 to 2.8
Moderately Soft	20.01 to 40.00	3.6 to 7	6 to 10	2.9 to 5.6
Slightly Hard	40.01 to 60.00	8 to 10.5	11 to 15	5.7 to 8.4
Moderately Hard	60.01 to 80.00	10.6 to 14	16 to 20	8.5 to 11.2
Hard	80.01 to 120.00	15 to 21	21 to 30	11.3 to 16.8
Very Hard	Over 120.00	Over 21	Over 30	Over 16.8

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

#### Answer

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

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

Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR

0845 733 5566

www.nwl.co.uk

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## Charging

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

**Answer** Northumbrian Water Limited is responsible for providing the sewerage services for the property.

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

**Answer** Northumbrian Water Limited is responsible for providing the water services for the property.

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

**Answer** The property is billed for sewerage services by:

Northumbrian Water Limited, PO Box 300 Durham DH1 9WQ

0345 733 5566 www.nwl.co.uk

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

**Answer** The property is billed for water services by:

Northumbrian Water Limited, PO Box 300 Durham DH1 9WQ

0345 733 5566 www.nwl.co.uk

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

Answer

The charges are based on the rateable value of the property of £180 and the charge for the current financial year is £554.56.

- 1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
- 2. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: Watering the garden, other by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

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## Charging

## Question 4.5

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

#### Answer

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

- 1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
- 2. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: Watering the garden, other by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
- 3. Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

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## **APPENDIX**

#### Northumbrian Water Property Solutions guaranteed standards and complaints procedure

#### 1. Cancellations

- **1.1** We understand that from time to time you may find it necessary to cancel a search after it has been ordered. As soon as you realise that the search is no longer required, please let us know email us at propertysolutions@nwl.co.uk or call us on **0370 241 7408** to discuss individual cases.
- **1.2** We will stop working on your search and the order will not be completed or dispatched to you.
- **1.3** Cancellations that are requested on the same working day as the order is submitted to us will not be charged.
- **1.4** Cancellation requests that are requested after one working day or more and have not been completed or returned to you will not be charged.
- 1.5 CON29DWs which have been completed and returned to you will be charged at full price.
- 1.6 If you have any questions about making a cancellation, please contact our team on 0370 241 7408.

## 2. Complaints

All correspondence including any queries about the preparation of this search report, or formal complaints should be directed to Northumbrian Water Property Solutions Manager, who can be contacted as follows:

Northumbrian Water Property Solutions

Northumbria House, Abbey Road,

Pity Me,

Durham,

DH1 5FJ.

Email: propertysolutions@nwl.co.uk

Telephone number: 0370 241 7408

#### 3. Our Guaranteed Standards

As a minimum standard Northumbrian Water Property Solutions will -

Endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will take details to research and investigate the matter further and get back to you within 10 working days.

Liaise at your request with anyone acting formally on your behalf.

If it is a complex issue requiring more time, we will still get back to you within 10 days and notify you of progress and update you with new timescales.

If we fail to contact you within 10 working days of your initial complaint, or fail to comply to the complaints procedure you are entitled to £10 compensation.

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If you are not happy with our initial response, we will advise you to write in via email or letter explaining the reasons why you are not satisfied.

If your complaint is found to be justified, or we have made any substantive errors that changes the outcome in your search result, we will:

Apologise for mistakes made

Automatically refund your search fee.

Provide you with a revised search and also undertake the necessary action within our control, to put things right as soon as practicably possible.

Customers will be kept informed of the progress of any action required.

If your search takes us longer than 10 working days and we are at fault for the delay 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, you can let us know and we will refer the matter to a Senior Manager/ Company Director. If you are still not satisfied then you may refer the issue to an independent organisation, such as:

The Property Ombudsman Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2PB

Telephone: 01722 333 306

www.tpos.co.uk

The Property Ombudsman Scheme (TPOs) can award compensation up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria: -

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a Charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

#### CON29DW Residential Drainage and Water Search 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

We are members of DWSN, the industry body for those companies responsible for compiling responses to the Law Society's CON29DW enquiry. We comply with DWSN standards that provide consumer protection and ensures good practice in this critical area of property information.

#### **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 (known as the CON29DW Residential Drainage and Water Search) prepared by The Company providing drainage and water information in relation to a Residential Property.

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

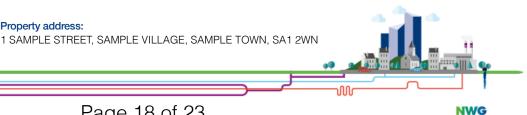
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'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.

Property address:





#### 1. 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, and the liability of The Company is subject to the provisions of paragraph 3. 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, and The Company shall be entitled to rely on this notwithstanding any failure on the part of the Customer to comply with paragraph 1.1 above.

#### 2. The Report

- **2.1** 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:-
- **2.2** 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.
- **2.3** The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 2.4 The information contained in the Report is based upon the accuracy of the address supplied to The Company.
- **2.5** The Report provides information as to the location & connection of existing services and other information required to complete the CON29DW enquiry form 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 and The Company will only accept liability for opinions or general advice given by it as originally set out in the Report and not for any interpretation of the same by any other party.
- **2.6** In providing You with this Report, we will comply with the Drainage and Water Searches Network (DWSN) Standards. These can be found at:www.dwsn.org.uk/wp-content/uploads/2022/06/DWSN-www.nwpropertysolutions.co.uk



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#### 3. 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, The Company shall nevertheless be liable for the accuracy of such information contained in the Report which was obtained from the other company.
- 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 a CON29DW Residential Drainage and Water Search and cannot be used for non domestic properties, development of land, commercial development of domestic properties or commercial properties for intended occupation by third parties.

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 a CON29DW Residential Drainage and Water Search and cannot be used for non domestic properties, development of land, commercial development of domestic properties or commercial properties for intended occupation by third parties.

- 3.4 No disclaimer contained in any map included within the Report shall limit The Company's liability under these terms, and The Company accepts full liability for the Report as originally supplied by it subject only to these terms.
- 3.5 The Company has in place Professional Indemnity cover. For the avoidance of doubt the liability of The Company is not limited to the level of its cover.
- 3.6 This paragraph sets out the exclusions to and the limitations on our liability to the Customer and if the Customer is trading as a business to the Client and the Purchaser.
- (1) We will not be liable to the Customer (and/or if the Customer is trading as a business to the Customer's Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:
- (a) If we do not accept the Order;
- (b) for any inaccuracies, mistakes or omissions in the Reports unless any such liability arises as a direct consequence of our negligence.
- (2) Notwithstanding the above, nothing affects any party's liability for:
- (a) death or personal injury arising from its negligence,
- (b) liability for fraud or fraudulent misrepresentation and/or
- (c) any other liability which cannot be excluded or limited under applicable law
- 3.7 Subject to clause 3.6 (2), our total liability to the Customer and/or if the Customer is trading as a business to the Client and the Purchaser, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms and/or the provision of a Report limited to 10 million pounds (£10,000,000) in aggregate.

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### 4. 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 not make any changes to it. In addition, the Customer [the Client or the Purchaser][or the Client] 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. Neither you nor anyone else you provide the report to may reproduce the maps without paying for a separate license from Ordnance Survey.
- **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.

#### 5. Payment

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

#### 6. 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 Client's or the Purchaser's 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 cannot be varied or amended without the specific agreement in writing of The Company referring to this paragraph.
- 6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser.
- **6.6** The enquiries in the report are protected by copyright by the Law Society of 113 Chancery Lane, London, WC2A 1PL and must not be used for any purpose which is not expressly set out in these Terms.
- **6.7** Northumbrian Water offer a robust complaints procedure which can be found in this Report or on our website <a href="http://www.nwpropertysolutions.co.uk">http://www.nwpropertysolutions.co.uk</a>



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