

Your order reference: SW2255724-1

Your client reference: J1

Date of report: 2025-09-16 14:43:11
Water provider: Southern Water
Sewerage provider: Southern Water.



# **Property search address**

1 Lyn Road, Northbrook, Worthing, BN13 3HR

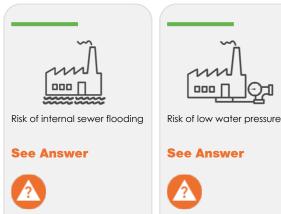
# All you need to know

# Asset and property analysis









# Water and sewerage connections





Foul water drainage connection

No



# Need some help or advice?

If you have any queries about this CON29DW search please contact our drainage and water experts on:

0800 085 8050

customer.services@geodesys.com

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Other Info.



All you need to know - understanding the CON29DW report

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 commercial property owner/user. You may find it useful to review the key points below - this applies particularly to first-time business property owners, who may have limited experience of drainage and water issues and responsibilities.

## **Definitions**

Foul water	Foul water is the water used within the building or land for non-production purposes (i.e. from foilets, sinks and showers). If the foul water does not drain to a public sewer, the building or land may rely on a cesspit or septic tank. This needs to be checked before the purchase goes ahead. Different rules apply to Trade Effluent foul water and waste, and additional information on that can be found below.
Surface water	Surface water is basically rainwater (i.e. running off the land and roofs of buildings). If the rainwater does not drain to a public sewer, the 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 building or land is not connected to the mains water supply, it may rely on a borehole. This needs to be checked before the purchase goes ahead.

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

Responsibility for sewers and drains is generally shared between the building or land owner and Southern Water Services Limited. 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 building or land owner and the water company.

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

A public sewer is defined as all the sewers outside the boundary of the commercial property and any shared sewers within the boundary (provided the latter were connected to the public sewer before 1 July 2011). If a sewer is public, Southern Water Services Limited owns the sewer and has responsibility for maintenance, and any blockages or leaks should be reported to them on 0330 303 0368. 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 building, the sewer is defined as private. If there's a private sewer within the boundary, the building or land owner owns the sewer and is responsible for its maintenance. This also applies to shared sewers if they were connected to the public sewer after 1 July 2011. Private sewers aren't shown on the sewer map in this report.

# **Drains**

A pipe connecting a single building to a public sewer (or to a sewer covered by an \$104 agreement) is referred to as a drain.

Drains are private and the building or land owner is responsible for maintenance. Drains aren't shown on the sewer map in this report.

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# All you need to know - understanding the CON29DW report

# Different commercial building types

Sewer ownership can vary slightly depending on building type. Please see the illustrations below for full details. For further information you can also visit the Southern Water website - https://www.southernwater.co.uk/help-and-support/i-have-a-blocked-drain/





**Public drains** 



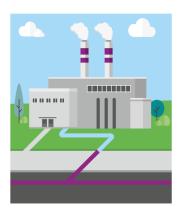
# Terraced Commercial Buildings

As sewer pipes for terraced buildings are usually shared, the majority of terraced buildings have a public sewer passing within the boundary. 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 buildings to the public sewer.



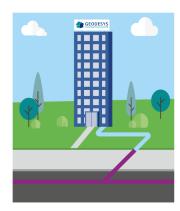
# Attached / Adjoining Commercial Buildings

The majority of attached / adjoining buildings share a sewer, meaning that most of the sewer pipe is public. The exceptions are the pipes within the boundary of the end building (shown on the left in this illustration), and the lateral drains connecting both buildings to the public sewer.



# Detached Commercial Buildings

Detached buildings 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.



# Office Blocks

Office blocks and similar stand-alone buildings generally connect directly to the public Sewer, meaning that in most cases, the sewer pipes within the boundary are private. This is important if there are different owners of the individual units/offices, as they have joint responsibility for these pipes. In some cases the pipes may be the responsibility of a 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 company. The agreement states that, once the developer has constructed the sewer to an agreed standard and maintained it for an agreed period, the water company 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 Southern Water Services Limited or the developer) to check that it covers the particular building or land. They should also ask to see a copy of any Section 104 agreement to check whether a bond was paid by the developer. The bond is intended to cover water company 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 developments it's quite common that the Section 104 agreement is not yet completed. If the proposed commercial building or land purchase is more than about 5 years old, however, the purchaser's solicitor should enquire into why there's no agreement.

For further information you can also visit the relevant area of the Southern Water website - https://www.southernwater.co.uk/building-and-developing/

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# All you need to know - understanding the CON29DW report

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

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

There are a few situations when the building owners responsibility can extend beyond the boundary, but you (or a landlord or management company) 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 buildings.



### What is Trade Effluent?

Trade effluent is any waste water that is produced from a process or activity undertaken at any premises that are used to carry out a trade or industry.

However, it doesn't include domestic sewage - for example used water from hand-washing and flushing of toilets. Trade effluent is produced from the manufacturing processes only.

Examples include: food and drink production, chemical manufacture, engineering works, swimming pools and leisure centres, laundries, vehicle washing etc.

Any relevant trade effluent has to be discharged legally in accordance with a consent.

A consent is a legal document issued by Southern Water in its role as a regulator and under powers set out in the Water Industry Act 1991. The consent will contain a number of conditions including those that control the quality and quantity of the discharge.

It is an offence under section 118 of that 1991 Act to discharge trade effluent without consent, so it's important that you obtain consent prior to making a discharge. Failure to obtain a consent may lead to enforcement action being taken by Southern Water and this may result in prosecution.

If you are proposing to discharge trade effluent you'll need to contact your retailer. They will help you complete an application form called a 'Trade Effluent Notice'.

Any current Trade Effluent consent is detailed in the answer to Q5.1 shown here.

Please note however that any current or previous Trade Effluent consent in place at a premises does not negate the need for a new building/land/premises owner to apply for a Trade Effluent consent of their own.

More information about Trade Effluent can be found here: https://www.southernwater.co.uk/commercial/trade-effluent-businesses/

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# All you need to know - understanding the CON29DW report

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

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

Southern Water is currently identifying and assessing all pumping stations and, once the team identifies a station that's their responsibility, they write to the building / land owner(s) to inform them of their intention to adopt. This includes waivers of consent, i.e. allowing Southern Water access to pumping stations on the owner's land. Once a pumping station becomes the responsibility of Southern Water, it will also appear on the map within a CON29DW report.

Once the water company had 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 boundary of a building and its land, the owner has that same responsibility. If there's more than one owner, e.g. in the case of an office block, owners may have joint responsibility or it may be the responsibility of a management company.

If you think your private pumping station should be the responsibility of Southern Water, you can find out more here - https://www.southernwater.co.uk/media/0ubpyamc/pump-station-local-practice-for-consultation-v14.pdf

# 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 developer or building / land owner by reviewing question 3.3 of the CON29 Local Authority search 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 Southern Water, you can find details of both water and sewerage services on their website - https://www.southernwater.co.uk/help-and-support/how-we-calculate-your-bill/

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). Building owners with a fixed charge can also apply to have a meter fitted.

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

## Who looks after what?

Southern Water billing services (general enquiries about your water bill) 0330 303 0277

Southern Water emergency line (24/7) 0330 303 0368 Southern Water - reporting a leak (24/7) 0330 303 0368

In Your Area (get the latest updates on repairs or planned work in your area)

https://www.southernwater.co.uk/works-or-issues-in-my-area

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Southern





















**Summary of Responses:** 

Maps				
1.1	Where relevant, please include a copy of an extract from the public sewer map.	Map not included.		
1.2	Where relevant, please include a copy of an extract from the map of waterworks.	Map included.		
Drain	age			
2.1	Does foul water from the property drain to a public sewer?	No.		
2.2	Does surface water from the property drain to a public sewer?	Yes.		
2.3	Is a surface water drainage charge payable?	No.		
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No.		
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?	No.		
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	No.		
2.6	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	Yes.		
2.7	Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	Statutory Agreement.		
2.8	Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Yes.		
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See answer.		
Wate				
3.1	Is the property connected to mains water supply?	Land / Plot - see answer.		
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No.		
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No.		
3.4	Is this property at risk of receiving low water pressure or flow?	See answer.		
3.5	What is the classification of the water supply for the property?	See answer.		
3.6	Is there a meter installed at the property?	No.		
3.7	Please include details of the location of any water meter serving this property.	See answer.		
Char	ging			
4.1.1	Who is responsible for providing the sewerage services for the property?	Southern Water.		
4.1.2	Who is responsible for providing the water services for the property?	Southern Water		
4.2	Who bills the property for sewerage services?	Contact property owner.		
4.3	Who bills the property for water services?	Contact property owner.		

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Other Info.				
5.1	Is there a consent on this property to discharge trade effluent under Section 118 of the Water Industry Act (1991) into the public sewerage system?	Yes.		
6.1	Is there a wayleave / easement agreement giving the Water and/or Sewerage Undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	No.		
6.2	On the copy extract from the public sewer map, please show manhole covers, depth and invert levels where information is available.	None available.		

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Maps

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

Answer

No map is included, as there are no public sewers in the vicinity of the property.

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

Southern Water Services Limited is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

When an extract from the public sewer map is provided, 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.

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

# 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.

The "water mains" in this context are those which are vested in and maintainable by the responsible Water company under statute.

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

Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

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.

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Dashboard



Information



Summary



Drainage



Charging







# Drainage

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

#### Answer

Records indicate that foul water from the property does not drain to a public sewer.

Southern Water Services Limited is not responsible for any private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property.

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.

When an extract from the public sewer map is provided, 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. If the property was constructed after 6 April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer or question 3.3 of the CON29 search from the local authority.

Southern Water Services Limited is not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.

This information is provided based on the existing billing records for the property. It is the responsibility of the homeowner to notify the sewerage undertaker should this not be accurate and surface water does not drain to the public sewer. The charge for surface water drainage will still be payable if the property drains only partially to the public sewer, as well as to a soakaway or to ground.

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.

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

For further information on surface water drainage, please visit the Ofwat website; www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage/

#### Is a surface water drainage charge payable? Question 2.3

#### Answer

Records confirm that a surface water drainage charge is not payable for the property. If the property was constructed after 6 April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer or question 3.3 of the CON29 Local Authority search

Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, an application can be made to Southern Water Services Limited to end future surface water charges

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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 included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, on 1 October 2011, private sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property. It is recommended that investigations are made into the drainage arrangements of the property as the owner may be liable for repairs to the drainage system.

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

The presence of a public sewer running within the boundary may restrict further development. Southern Water Services Limited has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of Southern Water Services Limited or its contractors needing to enter the property to carry out work.

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

Please note if the property was constructed after 1 July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the homeowner.

# 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 or ancillary apparatus within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Southern Water Services Limited.

Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement.

Southern Water Services Limited will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis and which will be reviewed dependent on monitoring and performance.

Further information can be found on the pumping station adoption in the information pages of this report.

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# 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 indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property. However, on 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

The presence of a public sewer within 30.48 metres (100 feet) of any building within the boundary of the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer.

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

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Southern Water Services Limited mapping records are constantly being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

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

#### 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.

Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Southern Water Services Limited.

Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement.

Southern Water Services Limited will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis and which will be reviewed dependent on monitoring and performance.

Further information can be found on the pumping station adoption in the information pages of this report.

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## **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 indicate that the foul sewer(s) and/or lateral drains which serve this property have now been adopted. Surface water sewer(s) and/or lateral drains are the subject of an adoption agreement which is supported by a bond. The maintenance period has not yet commenced.

This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer.

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

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

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Southern Water Services Limited mapping records are constantly being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

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.

# Question 2.7

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

#### Answer

Records indicate that a sewerage undertaker has approved or has been consulted about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. The Company's records confirm that there is a statutory agreement in respect of building over a public sewer at this property.

Southern Water Services Limited is obliged to maintain its sewers. If any problem was to arise, Southern Water Services Limited would investigate the problem and has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of Southern Water Services Limited or its contractors needing to enter the property. In advance of any problem it is difficult to predict the effect the works would have on the property. Similarly, the position as to liability of both the property owner and Southern Water Services Limited would need to be ascertained.

On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

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# Question 2.8

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

#### Answer

Records confirm that the property is at risk of internal flooding due to overloaded public sewers (following an actual flooding event or otherwise).

An internal 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). Internal Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.

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

"At Risk" properties are those that Southern Water Services Limited, after investigation, are able to confirm have suffered internal flooding from public foul, combined or surface water sewers (either once or twice in ten years) due to overloading in the sewerage systems.

Properties which have flooded internally as a result of storm events proven to be exceptional (defined as a storm return period equal to or greater than 1 in 20) are not included.

Properties may be at risk of internal flooding but not included where internal flooding incidents have not been reported to Southern Water Services Limited.

Public sewers are defined as those for which Southern Water Services Limited holds statutory responsibility under the Water Industry Act 1991.

It should be noted that internal flooding can occur from private sewers and drains which are not the responsibility of Southern Water Services Limited. This report excludes internal flooding from private sewers and drains and Southern Water Services Limited 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 0.05 Km West of the property. The name of the sewage treatment works is TEST, which is the responsibility of Southern Water Services, Southern House, Yeoman Road, Worthing, West Sussex BN13 3NX.

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.

The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted, therefore, that there may be a private sewage treatment works closer than the one detailed above that has not been identified.

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Dashboard



Information S



Summary A



Drainage











## Water

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

#### Answer

This enquiry appears to relate to a plot of land or a recently built property. It is recommended that the water supply proposals are checked with the developer.

Water

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

# **Question 3.2**

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

## Answer

The map of waterworks is provided by Sutton and East Surrey Water whose records do not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

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

The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of Southern Water Services Limited or its contractors needing to enter the property to carry out work. In addition, if Public water mains (which includes a bypass valve) lie within the property boundary they are protected from interference under section 174 of the Water industry Act 1991 and certain activities must not take place within a protected strip lying 3.5m from the medial line of the public water mains and bypass valve without the consent of Southern Water Services Limited. This includes the erection of any building wall or other structure, whether permanent or temporary, withdrawal of support for the water main, any piling or percussive works, alteration of ground levels, the planting of trees or shrubs, any other activities that may endanger, injure or damage the public water mains or the bypass valve or adversely affect the quality or free flow of water through them. Southern Water Services Limited may exercise powers of entry over the property (conferred by sections 159 and 168 of the 1991 Act) and work within that protected strip in order to inspect, maintain, repair or alter the public water mains or bypass valve, but in doing so will comply with all statutory requirements such as the provision of notice and the payment of compensation.

## Question 3.3

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

#### Answer

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

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

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

Section 51A of the Water Industry Act 1991, as amended by Water Industry Act 2003 "Agreements to adopt water main or service pipe at future date", sets out the framework for water companies to enter into agreements with persons constructing or proposing to construct new water mains and service pipes for domestic purposes.

The design and installation of new on-site water mains and communication pipes is detailed in United Kingdom Water Industry Research's (UKWIR) "Self-Laying of Water Mains and Services - A Code of Practice for England and Wales".

### Question 3.4

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

Answer

Cholderton and District Water Company is an independent privately owned company. For information regarding water supply please contact them directly.

Your order reference: SW2255724-1















# Water

# **Question 3.5**

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

Answer

Cholderton and District Water Company is an independent privately owned company. For information regarding water supply please contact them direct.

	alcium ng/l or ppm)	Calcium Carbonate (mg/l or ppm)	Degrees Clark (°Clark or °e)	Degrees French (°f or °fH)	Degrees German (°dh or °dgH)	mmol/l (Millimoles of ca/l)
0		0.00	0	0	0	0

#### Question 3.6 Is there a meter installed at the property?

Answer

According to our records there is no meter installed at the property.

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

If a property is measured (metered) upon change of occupation this property will remain as a metered property.

#### **Question 3.7** Please include details of the location of any water meter serving this property.

Answer

Records indicate that the company does not supply water directly to the property, a third party is supplied. It is recommended therefore that the supply situation is checked with the vendor.

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including water meter reading.

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

Your order reference: SW2255724-1













Dashboard





Summary













Other Info.



Charging

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

#### Answer

Southern Water Services Limited is responsible for providing the sewerage services for the property.

The 'wholesale' part of the water industry did not open for competition in April 2017. This means that Southern Water continues to operate the network of pipes, mains and treatment works.

As a wholesaler, Southern Water sells sewerage services to the companies who enter the retail market. In some instances, wholesalers will still need to interact directly with customers. For example, customers will still contact Southern Water to report internal sewer flooding.

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

Answer

Southern Water is responsible for providing the water services for the property.

As a wholesaler, water undertakers sell water services to the companies who enter the retail market. In some instances, wholesalers will still need to interact directly with customers. For example, customers will still contact water undertakers to report leaks.

The 'wholesale' part of the water industry did not open for competition in April 2017. This means that water undertakers continue to operate the network of pipes, mains and treatment works

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

Answer

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

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including meter reading.

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

Answer

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

From April 2017 non-household customers in England can choose their retailer.

'Retail' refers to the way in which customers are billed for their water and sewerage as well as customer services including meter reading.

Your order reference: SW2255724-1















Dashboard







Summary



s Drainage



Water



Charging





Other Information

# Question 5.1 Is there a consent on this property to discharge trade effluent under Section 118 of the Water Industry Act (1991) into the public sewerage system?

Answer

The trader operating at this commercial property does not hold a trade effluent consent with Southern Water. However, it does hold an acknowledgement to discharge, as issued by Southern Water

The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements.

If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.

The occupier of any trade premises in the area of Southern Water Services Limited may only discharge any trade effluent proceeding from those premises into Southern Water Services Limited's sewers if they do so with Southern Water Services Limited's consent.

Please note any existing consent is dependant on the business being carried out at the property and will not transfer automatically upon change of ownership.

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

Answer

Records indicate that the property is not subject to such an agreement.

This question relates only to private agreements between Southern Water acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement.

If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The Company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991.

Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer "Yes" to this question.

A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects.

We refer to "defined" assets for the following reasons: Often a contract may give Southern Water an express right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although Southern Water may need to rely on them from time to time, as we cannot map the rights accurately, we will answer "No" to this question.

Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report.

Any error in answering this question is not to be regarded as a waiver of Southern Water's rights or title, or an agreement or representation that Southern Water is prepared to vary or discharge any of its rights or title.

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# **Other Information**

### Question 6.2

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

#### Answer

Records relating to manhole covers, depth and invert levels are not available for inclusion in this report.

The Water Industry Act 1991 defines public sewers as those which the Company has responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purpose only.

Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an "as constructed" record. It is recommended these details be checked with the developer.

The Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these.

The copy extract will show known public sewers in the vicinity of the property.

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# **Appendix one: Terms and expressions**

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

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000 (ii); "the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001 (iii);

"adoption agreement" means an agreement made or to be made under Section 51A (1) or 104(1) of the 1991 Act (iv); "bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond; "calendar year" means the twelve months ending with 31 December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act; "disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which:

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

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

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid; "financial year" means the twelve months ending with 31 March;

"lateral drain" means:

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

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act (vi); "maintenance period" means the period so specified in an adoption agreement as a period of time:

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

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

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

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

- (a) By virtue of a scheme under Schedule 2 to the Water Act 1989 (ix);
- (b) By virtue of a scheme under Schedule 2 to the 1991 Act (x);
- (c) Under Section 179 of the 1991 Act (xi); or
- (d) Otherwise;

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# Appendix one: Terms and expressions

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

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

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

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

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

- (i) 1991 c.56.
- (ii) S.I. 2000/3184. These Regulations apply in relation to England.
- (iii) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (iv) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (v) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.
- (vi) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (vii) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (viii) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (ix) 1989 c.15.
- (x) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (xi) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (xii) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

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# Appendix two: CON29DW Residential terms and conditions

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

#### **Definitions**

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

"Company" means Southern Water Services Limited who produces the Report.

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

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

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

"Purchaser" means the actual or potential purchaser of the Property, including their mortgage provider.

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

## **Agreement**

The Company agrees to supply the Report to the Customer subject to these terms and the Drainage and Water Services Network (DWSN) Standards. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client or is acting in the course of the Customer's business, trade, or profession, then the Customer shall be responsible for bringing these terms to the attention of the Client and/or the Purchaser.

Where the Customer is acting as an agent for the Client or is acting in the course of the Customer's business, trade, or profession, the Client shall be entitled to the benefit of these terms to the exclusion of the Customer.

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.

If the Customer is not acting wholly or mainly in the course of its business, the Customer may cancel the Order within 14 days of placing the Order, provided that the decision to cancel is made in a clear statement by letter, fax, or email. The right to cancel the Order shall expire 14 days from the date on which the Order was made.

If the Customer is not acting wholly or mainly in the course of its business, the Customer must inform the Company if they require the Company to begin producing the Report on a date sooner than 14 days from the date that the Order was received by the Company.

If the Customer is acting wholly or mainly in the course of its business, the Customer may cancel the Order before the Report is received. Cancellation must be in the form of a clear statement by letter, fax, or email.

The Company will reimburse the Customer without undue delay and not later than 14 days after the day on which the Company received the statement of the decision to cancel. The amount reimbursed shall be the full cost of the Report, unless Clause 1.5 or 1.6 applies. If Clause 1.5 or 1.6 applies, the Company may reimburse the cost of the Report less any costs already outlaid in its preparation, including fees due to third parties which have been incurred by the Company in preparing the Report.

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# Appendix two: CON29DW Residential terms and conditions

# The Report

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

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

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.

The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.

The Report provides information as to the location and connection of existing services and other information in relation to drainage and water enquiries and shall not be relied on or used for any other purpose by the Customer, Client, or Purchaser. The Report may contain general advice to the Customer, the Client, and/or the Purchaser. The Company cannot ensure that any such general advice is accurate, complete, or valid and accepts no liability therefore.

The position and depth of apparatus shown on any maps attached to the Report are indicative. The exact positions and depths of apparatus shown on any maps may be established by undertaking the Customer's or Client's own investigations such as excavations or trial holes. The Company is responsible for inaccuracies in the maps within the Report to the extent that such inaccuracies are a direct result of the Company's negligence and the existence of which the Company ought reasonably to have been aware.

# Liability

The Company shall not be liable to 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.

The Report is produced only for use in relation to individual domestic property transactions and cannot be used for development of land, commercial development of domestic properties, or commercial properties for intended occupation by third parties.

The Company shall not be liable to the Customer, Client, or Purchaser in contract, tort, or otherwise for:

- (i) Any inaccuracies, mistakes, or omissions in any data supplied to the Company by a third party; or
- (ii) Any incorrect information in the Report unless any such liability arises as a direct consequence of the Company's negligence and the existence of which incorrect information the Company ought reasonably to have been aware.

The Company shall accept liability for death or personal injury arising from its negligence.

With the exception of liability under Clause 3.4, the liability of the Company in connection with these terms to the Customer, Client, or Purchaser in contract, tort, or otherwise shall not exceed the aggregate sum of Ten Million Pounds (£10,000,000).

# **Copyright and Confidentiality**

The Customer, the Client, and/or 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, save for those intellectual property rights which are the property of the Law Society or Ordnance Survey, whichever is applicable. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.

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

The Customer, the Client, and/or 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.

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.

The Customer the Client and/or the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

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# Appendix two: CON29DW Residential terms and conditions

# **Payment**

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 or Client has an account with the Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

#### General

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.

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

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

The Customer may make a complaint to the company using the complaints procedure available on the Company's website. If the Customer is dissatisfied with the outcome after following the complaints procedures, the Customer may refer the complaint to the Property Ombudsman using The Property Ombudsman Scheme (TPOs). Further information can be obtained by visiting; www.tpos.co.uk or email admin@tpos.co.uk.

These terms and conditions are the only terms that shall apply in connection with the issue of the Report by the Company and, save where specifically incorporated by reference, shall constitute the entire agreement between the parties.

In the event of any ambiguity or inconsistency between these terms and conditions and the terms on the Company's website, these terms and conditions shall take precedence over any such terms on the website.

Save as provided for in Clause 1.2, it is not intended that any other person who is not a party to these terms has any right to enforce any term of these terms under the Contracts (Rights of Third Parties) Act 1999.

These Terms and conditions are available in larger print for those with impaired vision.

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# Appendix three: Complaints procedure

# When we get it wrong

You deserve the highest standard of service from us, but sometimes we make mistakes. If we do, please let us know and we will investigate and review your concerns.

Whilst we always try to resolve all complaints straight away, if this is not possible and you are not happy with the course of action taken by us, you can ask us to escalate the issue internally or take your complaint to an independent third party.

# How you contact us

Firstly, please call us and we will try to sort out your problem straight away. You can: Call us between 8am and 5pm, Monday to Friday, on 0800 085 8050 Email us at - customer.services@geodesys.com

## What you can expect

You will receive a full, fair, and courteous response from someone who can effectively deal with your problem.

If we can remedy the problem straight away, we will do it, but if we cannot immediately resolve your problem, we will keep you informed of actions being taken.

# The process

We will try to resolve any telephone contact or complaint at the time of the call; however, if that isn't possible, we will take the details of your complaint, investigate, and get back to you within 5 working days.

We will respond to written complaints within 5 working days of the date received, but we will always aim to respond more quickly. Depending on the scale of the investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager for resolution. At your request, we will liaise with a third-party representative acting on your behalf.

# Our commitment to you

If we find your complaint to be justified, or we have made any errors that substantially change the outcome in your search result, we will refund the search fee. We will also provide you with a revised search and undertake the necessary action to put things right as soon as practically possible. You will be kept informed of the progress of any action required.

### If you remain dissatisfied

While we aim to resolve your complaint first time, in the event that we are unable to resolve the issue to your satisfaction, ultimately you can contact a third party. Please make sure that you have followed the process above first; if not, your complaint will be passed back to us.

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):

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury SP1 2BP

Telephone: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk Email: admin@tpos.co.uk



Your order reference: SW2255724-1

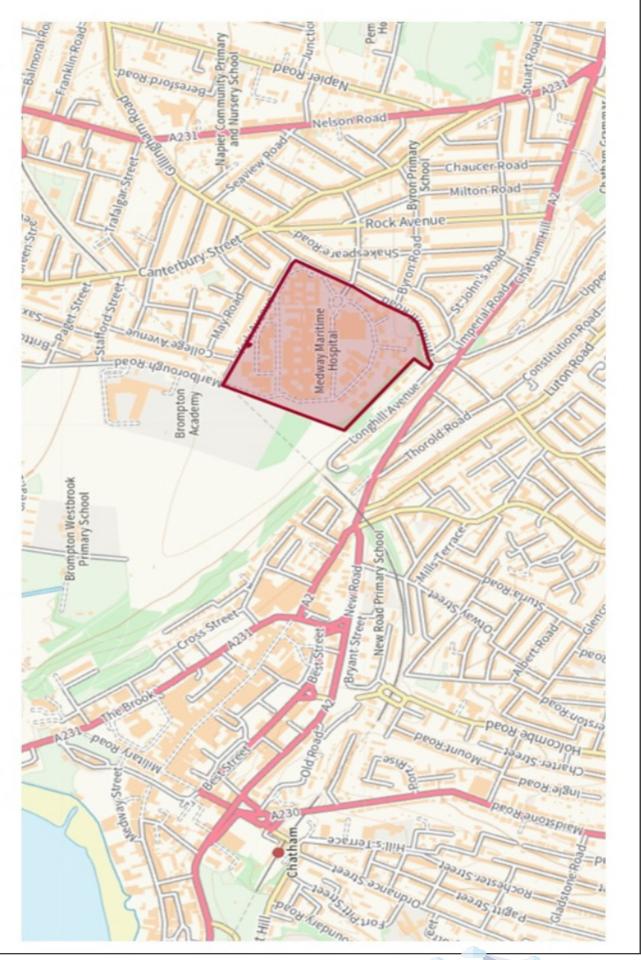












Your order reference: SW2255724-1

Property address: 1 Lyn Road, Northbrook, Worthing, BN13 3HR









Southern Water.



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