CON29DW
RESIDENTIAL DRAINAGE AND WATER ENQUIRY

SEARCH ADDRESS
Sample House,
Sample Street,
Sample Town,
AAA BBB

For any queries please contact our dedicated customer service team on 01225 526206.

Our standard terms and conditions for Residential Drainage and Water enquiries apply to this report. They are included in this document and are available on our website www.wessexsearches.co.uk.

The following records are searched in compiling this drainage and water report:
- The public sewer maps.
- The maps of public water mains.
- Water and sewerage billing records.
- The register of properties subject to internal foul flooding.
- The register of properties subject to poor water pressure.
- The records of build over consents.
- The records of sewer adoption agreements.
Where relevant; information is provided from Bristol Water, Bournemouth Water and Wessex Water.
INTRODUCTION

Dear Sir/Madam,

RE: Sample House, Sample Street, Sample Town, AAA BBB – 72417401

Please find enclosed the results of your Drainage and Water Search request for the above site dated 09/04/2019.

Wessex Searches has made all reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions:

- Service pipes and drainage connections may not be shown.
- Our liability for any inaccuracies or omissions in the information is limited and your attention is drawn to the terms and conditions attached to this search and those on the CON29DW order form.
- No reference is made in the information to any interest or right of the Company on any land, this is not to be taken as conclusive evidence that no such interest or right exists.

These reservations are in addition to any statutory regulations which may apply. Please refer to notes at the end of this search report for further information and advice on sewers and water mains and for the full terms and conditions under which this report is supplied.

The person who prepared this report has not knowingly had any personal or business relationship with any individual involved in the sale of the property.

Records searched in order to compile this report, including the public sewer and water maps, customer account information and any other statutory registers, together with records on build-over consents and sewer adoption agreements, are all held by the relevant water and/or drainage company identified in this report.

Where relevant, mapping extracts supplied by Ordnance Survey are reproduced by permission of the Controller of HMSO, © Crown Copyright Wessex Water Enterprises Ltd. Licence no. 100019539.

For more information on the searches & services offered by Wessex Searches, please visit www.wessexsearches.co.uk.

Thank you for your enquiry. If you require further assistance, please contact us by emailing contactus@wessexsearches.co.uk or phone 01225 526206.

Yours faithfully,

Laura Taylor
Wessex Searches
Did you know?

Wessex Searches is a trading name for Wessex Water Enterprises limited

We are the official provider of the CON29DW and Commercial Drainage and Water Enquiry for Wessex Water Services Limited, Bournemouth Water Limited and Bristol Water Limited.

We can also provide you with a one stop shop for all your residential and commercial property searches across England and Wales.

Professional standards compliance.

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 the DWSN Code of Practice that provides consumer protection and ensures good practice in this critical area of property information.

Your guide to changes in private sewers and pumping stations.

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect all of these changes. Please visit [http://www.wessexwater.co.uk/about-us/publications/private-sewers-leaflet/](http://www.wessexwater.co.uk/about-us/publications/private-sewers-leaflet/) for more details. Further information is also supplied in Appendix 4.
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<td>Yes</td>
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<td>No</td>
</tr>
<tr>
<td>2.4.1 Does the sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?</td>
<td>No</td>
</tr>
<tr>
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<td>Yes</td>
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<td>No</td>
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<tr>
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<td>No</td>
</tr>
<tr>
<td>2.7 Has the 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?</td>
<td>No</td>
</tr>
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<td>2.8 Is the normally occupied building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?</td>
<td>No</td>
</tr>
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<td>2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.</td>
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<tr>
<td><strong>WATER</strong></td>
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<td>No</td>
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<td>No</td>
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<td>4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?</td>
<td>No</td>
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</table>
MAPS

1.1 PUBLIC SEWER MAP

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

A copy of an extract from the public sewer map is included in which the location of the property is identified.

1) The Water Industry Act 1991 defines Public Sewers as those which Wessex Water Services Limited have 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.

3) If you have not supplied us with a plan indicating the property boundary, the boundary shown on the map provided within this report is our estimate.

1.2 MAP OF WATERWORKS

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

A copy of an extract from the map of waterworks is included, 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) Within the Wessex Water supply region only - if you have not supplied us with a plan indicating the property boundary, the boundary shown on the map provided within this report is our estimate.
DRAINAGE

2.1 FOUL WATER

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

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

1) Water companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public.

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.

2.2 SURFACE WATER

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

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. From 1st October 2011, lateral drains and private sewers serving the property may become public.

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.

2.3 SURFACE WATER DRAINAGE CHARGES

Is a surface water drainage charge payable?
Records confirm that a surface water drainage charge is not payable for the property

1) Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2) Where surface water drainage charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the company to end surface water charges.
3) If the property was constructed after 6th 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 from the local authority.
4) If the property was constructed after 6th 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 from the local authority.

2.4 PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

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

1) The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied
2) Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder
3) A Strategic sewer is a public sewer of critical importance. Wessex Water will not normally permit any works over or within 6M (measured horizontally) of such an asset. In some circumstances, Wessex Water may permit certain build over or build near proposals subject to a number of conditions.

Please contact Wessex Water Developer Services for further information.
2.4.1 PUBLIC SEWER APPARATUS WITHIN THE BOUNDARY OF THE PROPERTY

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

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

2.5 PUBLIC SEWERS NEAR TO THE PROPERTY

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

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

1) From 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) 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.

2.5.1 PUBLIC SEWER APPARATUS NEAR TO THE PROPERTY

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

The public sewer map included indicates that there is no public pumping station or other ancillary apparatus within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.
2.6 PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

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?

Records indicate 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) Please see APPENDIX 4- PRIVATE SEWER TRANSFER for more information relating to changes to S104 agreements following 1st October 2011.
2) 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.
3) Where the property is part of a very recent or on-going 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.
4) 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.

2.7 BUILDING OVER OR NEAR A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN

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?

There are no records in relation to any approval or consultation 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. 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 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.
2.8 RISK OF FLOODING DUE TO OVERLOADED PUBLIC SEWERS

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

The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From 1\textsuperscript{st} 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.

1) 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, siliation collapses and equipment or operational failures are excluded.

2) “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.

3) “At Risk” properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (OFWAT). These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.

4) Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.

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

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

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

8) For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

2.9 SEWAGE TREATMENT WORKS

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

The nearest sewage treatment works is 0.691 km to the North of the property. The name of the sewage treatment works is PORLOCK
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 undertaker’s records were inspected to determine the nearest sewage treatment works.

3) 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.

4) As a responsible utility operator, Wessex Water seeks on all its operational sites to manage the impact of odour from our sewage works on the surrounding area in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However, DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments.
WATER

3.1 CONNECTION TO MAINS WATER SUPPLY

Is the property connected to mains water supply?

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

3.2 WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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.
2) 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 the company or its contractors needing to enter the property to carry out work.

3.3 ADOPTION OF WATER MAINS AND SERVICES PIPES

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 only of interest to buyers of new homes who will want to know whether or not the property will be linked to the mains water supply.
3.4 RISK OF LOW WATER PRESSURE OR FLOW

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

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

1) The boundary of the property has been determined by reference to the Ordnance Survey record.
2) “Low water pressure” means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
3) Water Companies are required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority (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).
4) The reference level of service is a flow of 9 litres/minute at a pressure of 10metres 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 customers’ side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.
5) 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.
6) 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); Firefighting; 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.

3.5 WATER HARDNESS ANALYSIS

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

The water supplied to the property has an average water hardness of 52 mg/l of Calcium Carbonate which is defined as Moderately soft by Wessex Water Services Ltd.
Water hardness can be expressed in various indices, for example the hardness settings for dishwashers are commonly expressed in Clark degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness:

<table>
<thead>
<tr>
<th>Hardness category</th>
<th>Calcium (mg/l)</th>
<th>Calcium carbonate (mg/l)</th>
<th>English Clarke degrees</th>
<th>French degrees</th>
<th>German/General degrees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soft</td>
<td>0 to 20</td>
<td>0 to 50</td>
<td>0 to 3.5</td>
<td>0 to 5</td>
<td>0 to 2.8</td>
</tr>
<tr>
<td>Moderately soft</td>
<td>21 to 40</td>
<td>51 to 100</td>
<td>3.6 to 7</td>
<td>6 to 10</td>
<td>2.9 to 5.6</td>
</tr>
<tr>
<td>Slightly hard</td>
<td>41 to 60</td>
<td>101 to 150</td>
<td>5 to 10.5</td>
<td>11 to 15</td>
<td>5.7 to 8.4</td>
</tr>
<tr>
<td>Moderately hard</td>
<td>61 to 80</td>
<td>151 to 200</td>
<td>10.6 to 14</td>
<td>15 to 20</td>
<td>8.5 to 11.2</td>
</tr>
<tr>
<td>Hard</td>
<td>81 to 120</td>
<td>201 to 300</td>
<td>15 to 21</td>
<td>21 to 30</td>
<td>11.3 to 16.8</td>
</tr>
<tr>
<td>Very hard</td>
<td>Over 120</td>
<td>Over 300</td>
<td>Over 21</td>
<td>Over 30</td>
<td>Over 16.8</td>
</tr>
</tbody>
</table>

SAMPLE TABLE FOR INFORMATION ONLY

### 3.6 WATER METERS

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

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 Wessex Water Services Ltd.
CHARGING

4.1.1 SEWERAGE UNDERTAKER

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

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the sewerage services for the property.

4.1.2 WATER UNDERTAKER

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

Wessex Water Services Limited, Operations Centre, Claverton Down Road, Bath, BA2 7WW is responsible for providing the water services for the property.

4.2 SEWERAGE BILLS

Who bills the property for sewerage services?

The property is not billed for sewerage services

4.3 WATER BILLS

Who bills the property for water services?

The property is not billed for water services.
4.4 CURRENT BASIS FOR SEWERAGE AND WATER CHARGES

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

There are no charges currently made for water or sewerage to the property.

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:
   a. watering the garden other than by hand (this includes the use of sprinklers);
   b. automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

4.5 CHARGES FOLLOWING CHANGE OF OCCUPATION

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

There will be no change in the current charging arrangements as a consequence of change of occupation.
INTERPRETATION of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions referred to within the search result.

ENQUIRIES AND RESPONSES

The search report on the above property was completed on 09/04/2019

In the event of any queries about the preparation of this search report, enquiries should be directed to contactus@wessexsearches.co.uk or the Wessex Searches Manager, Wessex Water Enterprises at the address below.

Wessex Water Enterprises has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 3.

The address for all correspondence is Wessex Water Enterprises Ltd, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW.

APPENDIX 1

"the 1991 Act" means the Water Industry Act 1991[61];
"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000[62];
"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001[63];
"adoption agreement" means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act[64];
"bond" means a surety granted by a developer who is a party to an adoption agreement;
"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;
"calendar year" means the twelve months ending with 31st December;
"discharge pipe" means a pipe from which discharges are made or are to be made under section 165(1) of the 1991 Act;
"disposal main" means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—
(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaking 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 of any buildings or yards appurtenant to buildings within the same curtilage;
“combined Sewer” A sewer carrying both foul water as well as surface water.
"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;  
"financial year" means the twelve months ending with 31st March;  
"lateral drain" means—  
(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or  
(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act[65];  
"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[66];  
"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 undertaking to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaking’s satisfaction; and  
(b) until the date that private sewer or lateral drain is vested in the sewerage undertaking;  
"map of waterworks" means the map made available under section 198(3) of the 1991 Act [67] 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 undertaking;  
“private sewage treatment plant” Generally a small treatment works (which could be a septic tank) owned and operated by a community, hotel or household. Treatment plants should conform to the same operational and environmental standards applied to sewage works operated by the water company. Accordingly, the running costs for small plants can be substantial and as environmental standards are raised there may be a need for additional capital investment.  
“private water supply” Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the local environmental health officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available,.  
"public sewer" means, subject to section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a sewerage undertaking in its capacity as such, whether vested in that undertaking—  
(a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69];  
(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];  
(c) under section 179 of the 1991 Act[71]; or  
(d) otherwise;  
"public sewer map" means the map made available under section 199(5) of the 1991 Act[72];  
“pre-1936 Sewers” The Public Health Act of 1936 set out a range of responsibilities for the operation and maintenance of sewerage systems but the Act recognised that little was known about the existing sewer network. Some had been maintained by private individuals and others by local authorities. Some of the costs had been re-charged to the owners and the location of all these early sewers had not been surveyed and was unknown. The Act acknowledged the different status of these early sewers and made different provisions in respect of them.  
"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;  
“rising mains/pumping mains” These are pipes carrying untreated sewage pumped under pressure. There is no right to connect into them.  
“septic tank” A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field, occasionally to a sewer. Septic tanks are unpowered. Properties operating then are responsible for the operation, the maintenance and occasional emptying of the chamber. Septic
tanks function excellently in well drained land. It is becoming less acceptable to operate a septic tank in low-lying land, particularly near rivers and streams. Any pollution problems precipitated by poorly performing septic tanks may mean they need to be decommissioned and connections to the public sewer network need to be undertaken. “sewerage services” includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions; “sewerage undertaker” means the company appointed to be the sewerage undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated; “soakaway or drainage field” Buried pipes or aggregates that allow treated effluents or surface waters to disperse. They are owned and maintained by the property owner. “Strategic Sewers” means sewers critical to the running of the sewerage network. No work permitted over or within 6m (horizontal) of this asset. "surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property; “water main” means (subject to section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers; “water meter” means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises; “water supplier” means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier; “water supply zone” in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and “water undertaker” means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

APPENDIX 2

Wessex Searches General Terms and Conditions

These terms and conditions (the General Terms) set out the terms and conditions which will apply to any orders placed either through the Wessex Searches website (the Website) or when ordering by post, Xml or email.

If you register as a user of the Website and / or you place an order with Wessex Searches, you agree to be bound by these General Terms. If you do not accept these General Terms, please do not place an order.

The General Terms apply in addition to either the CON29DW Terms, the Commercial DW Terms, and / or Third Party terms as applicable, depending on the search ordered (the Report Terms). Together, the General Terms and the relevant Report Terms are referred to as the Terms.

Please read the Terms carefully, as by using the Website and our services, you agree to the Terms.

1 About us

1.1 Wessex Searches (we, us, our) is a trading name of Wessex Water Enterprises Limited, company registration number 02279151 and registered office address Operations Centre, Claverton Down Road, Claverton Down, Bath BA2 7WW. We can be emailed at contactus@wessexsearches.co.uk, or contacted by telephone on 01225 525 206.

2 About our services
2.1 We are the official producer of the CON29DW Drainage and Water enquiry and the Commercial Drainage and Water enquiry in the Wessex Water, Bristol Water and Bournemouth Water areas. Searches can be requested for residential properties (CON29DW Search) or commercial properties (Commercial DW Search).

2.2 We also offer a number of third party searches through our Website (Third Party Searches). CON29DW Searches, Commercial DW Searches and Third Party Searches are referred to together as Searches.

2.3 Searches can be ordered by any person, company, firm or legal body (a Client) either on their own behalf or through their authorised representative(s). References to you and your in the Terms are references to the person, firm or company requesting the provision of search information and reports from us.

3 Your account and data protection

3.1 You will need to set up an account to use our services. To do this you will need to provide us with some information, which we will treat in accordance with our Privacy Policy (available on the Website). You will have a password, which you are responsible for keeping secure.

3.2 By signing up for an account, you warrant that you have the necessary capacity, authority and consents to request Searches from us. If you are acting on behalf of a Client, you are also responsible for ensuring that you have the necessary consent for names, addresses, and other personal information to be submitted to us when you request Searches and agree that you will comply with all applicable data protection legislation (including, without limitation the Data Protection Act 2018. The Privacy and Electronic Communications (EC Directive) Regulations 2003 and General Data Protection Regulation EU 2016/679) at all times.

3.3 You acknowledge that some or all information needed to provide a Search may come from a third party (Third Party). Where this is the case, we will pass on your request (and where necessary personal data) to the relevant Third Party.

4 Use of our Website

4.1 You must not use our Website for fraudulent or illegal purposes, or in any way that would interrupt or damage the Website. In particular you must not knowingly transmit viruses, Trojan horses, worms or any other malicious code.

4.2 You are responsible for ensuring that your computer is secure and you have up-to-date antivirus protection. We accept no liability for viruses transmitted through our Website.

4.3 Our Website is intended for use in the UK and we make no guarantee that the Website will be available or appropriate for use in other locations.

4.4 We give no guarantees as to the operation, availability or functionality of the Website or that it will be error-free.

4.5 Information on our Website is not intended as advice which you should rely on.

4.6 We can change the content of our Website at any time but are under no obligation to update it.

5 Ordering services
5.1 You can order Searches through our Website by submitting an electronic search request or by post, XML or email (a Request).

5.2 For Requests by post, XML or email you must complete our order form, including full details of the Search(es) you would like to order. You can find a copy of the order form on our Website or alternatively can request a copy by email or by telephone using the contact details in 1.1 above.

5.3 Requests by post or email should be sent to the postal or email address below:

Wessex Searches
Operations Centre
Claverton Down Road
Bath BA2 7WW

contactus@wessexsearches.co.uk

We cannot accept liability in the event that you order a Search by post or email and the letter or email is not received by us.

5.4 If the Search you have ordered is a Third Party Search, we will pass your Request on to the relevant search provider (each a Provider).

5.5 Third Party Searches are subject to the relevant Provider’s terms and conditions. You can view their terms on our Website before you submit a Request, and if you submit a Request you agree to their terms. We are not responsible for any Third Party Searches and accept no liability in relation to Third Party Searches or the terms on which they are provided. If there is any conflict or inconsistency between these General Terms and the Provider’s terms, the provisions of the Provider’s terms shall apply in relation to the provision of the Third Party Search.

5.6 We may choose not to accept a Request, in which case we will notify you within 48 hours.

6 CANCELLING SERVICES

6.1 You are always entitled to cancel any Requests you have submitted at any time before we start to process it.

6.2 If you are a business customer, you can cancel your Request after we have started to process it, but we may charge a cancellation fee. Where a Search has been ordered, and has been fulfilled or partly fulfilled prior to cancellation, then the full price of the Search shall be payable.

6.3 If you are a consumer (and not trading as a business), you can cancel your Request within 14 days of the date of your Request. You can tell us of your decision to cancel by post or email and you can (but you don’t have to) use our cancellation form (available on the Website).

6.4 If you are a consumer, due to your cancellation rights, we won’t start to process your Request until the 14-day cancellation period is up, unless you expressly tell us to do so and acknowledge that you waive your cancellation rights. If you waive these rights, you can still cancel after we have started to process your Request, but we may charge a cancellation fee. Where a Third Party Search has been ordered, and has been fulfilled or partly fulfilled prior to cancellation, then the full price of the search shall be payable.

7 SERVICES AND STANDARDS
7.1 If we accept your Request, we will perform the Search you have requested and will produce an electronic report (a Report). If you have ordered a Third Party Search, and this has been accepted by the Provider, the Provider will produce an electronic report in response to your order (a Third Party Report).

7.2 We will use reasonable skill and care when we perform Searches and produce Reports.

7.3 Reports and Third Party Reports provided in response to your requests will be sent to the contact details provided in your request. We will provide Reports within a reasonable period of time and we won’t be responsible for delays in providing Third Party Reports.

7.4 It is your responsibility to ensure that the Searches and Reports meet your or your Client’s requirements.

8 Accuracy of information

8.1 We will prepare Reports using the details you provide when you submit a Request. You must make sure all details you submit with your Request are accurate and complete.

9 Prices and payment

9.1 All prices for Searches are published on our Website. Prices are in pounds sterling and include VAT unless otherwise stated.

9.2 Our prices may change from time to time and our Website will be updated to reflect those changes. The price you pay will be the price stated on our Website at the time the Request is submitted.

9.3 Unless you have an account with us, we must receive payment for Searches in full before the Report is produced.

9.4 If you have an account with us, we will invoice you in arrears for Searches which may be weekly, monthly or in relation to each Search. Invoices are payable within 30 days of the date of the invoice. You acknowledge and agree that if payment is not made in full by the due date for payment, we may at our discretion, and without prejudice to our right to seek recovery of late payment through the courts or any other appropriate means: (a) charge you interest on any overdue amounts at the rate of 4% per annum above HSBC’s base lending rate from time to time, calculated from the date of the invoice to the date actual payment is received, whether before or after judgment; and/or (b) put your account on hold until such time as all overdue amounts (including interest due) are paid in full.

9.5 In respect of LLC1 searches we provide to you, you acknowledge and agree that these will be treated as disbursements in line with current HMRC guidance. Should HMRC change their guidance, we reserve the right to recover any output tax due on these from you.

10 Intellectual property rights

10.1 All intellectual property rights in the Website are owned by us and/or our licensors.

10.2 You may only print out or copy any pages from our Website for your own personal use. You can link to our homepage but only if this is legal and fair and doesn’t damage our reputation or suggest an endorsement by us. You must not frame our site on any other site or link to any part other than our homepage.

10.3 Except as set out in this clause, neither you nor your Client (if applicable) obtains any rights in any intellectual or other property.

11 Limitation of liability
11.1 Nothing in the Terms limits our liability for death or personal injury arising from our negligence.

11.2 As far as we are allowed to do so, we exclude:

11.2.1 liability for errors, omissions and/or inconsistencies in the content of Reports or Third Party Reports unless these are directly due to our negligent acts or omissions;

11.2.2 all conditions, warranties and other implied terms; and

11.2.3 all liability for direct, indirect or consequential loss or damage you incur in connection with our Website; and

11.2.4 all liability for indirect or consequential loss or damage you incur in connection with the Reports.

11.3 Our entire liability in respect of all causes of action arising by reason of or in connection with a CON29DW Search Report or a Commercial DW Search Report shall be limited as set out in the relevant Report Terms. It is your responsibility to ensure that you order the correct Report in relation to the property in accordance with the Report Terms.

11.4 All other liability which we may incur under or in connection with the Terms shall be limited to £250,000.

11.5 Transmission of information via the internet is never completely secure and we will not be liable to you for any loss, expense or damage you incur or suffer as a result of electronic transmission of information being intercepted by unauthorised third parties.

12 Complaints

12.1 If you need to send us a complaint, please follow our Complaints Procedure (available on the Website).

12.2 If you are still not satisfied with our response or action, you can refer your complaint to The Property Ombudsman scheme at Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP or by email to admin@tpos.co.uk.

13 Termination

13.1 If you breach the Terms, we may take any appropriate action, including but not limited to closing your account, suspending the provision of our services, withdrawing your right to use the Website and/or taking legal proceedings against you.

13.2 You can close your account and terminate any Requests if we materially breach the Terms.

13.3 You can stop using our services at any time by using our “unsubscribe” procedure.

14 General
14.1 We reserve the right to modify, add to or change the Terms at any time. Any changes will be effective as soon as they are posted on our Website. If you continue to use the Website you will be deemed to have accepted the changes.

14.2 If you are acting on behalf of a Client, your Client is entitled to the benefit of the Terms.

14.3 Our Website may contain links to third party websites. These websites are not under our control and we accept no responsibility for them.

14.4 You may not assign, sub-license or otherwise transfer your rights under the Terms.

14.5 If any provision of the Terms is invalid or unenforceable, it will be taken to be removed from the rest of the Terms to the extent it is invalid or unenforceable.

14.6 The Terms (including, for the avoidance of doubt, both the General Terms and the Report Terms) are the only terms that apply to any Request you make and any Report we produce and are the entire agreement between us relating to such Requests and Reports.

14.7 The Terms and any disputes or claims in connection with them (including non-contractual disputes or claims) are governed by English law. Any disputes or claims (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

Version 1st March 2019

CON29DW Searches Terms and Conditions

1. About these Terms
1.1 These terms and conditions (the CON29DW Terms) (together with our General Terms) apply to the provision of reports resulting from CON29DW Drainage and Water enquiries (CON29DW Reports). Please read the CON29DW Terms carefully. By ordering a CON29DW Report you agree to the General Terms and the CON29DW Terms (together, the Terms).

1.2 If you have ordered a CON29DW Report on behalf of your Client, you are responsible for bringing the CON29DW Terms to your Client’s attention.

1.3 Unless otherwise specified, capitalised words have the same meanings as in the General Terms.

2. About CON29DW Reports
2.1 We use reasonable skill and care in producing CON29DW Reports, but please note that information in a CON29DW Report can change on a regular basis. We cannot be responsible to you or to your Client for any change in information after the CON29DW Report was produced.

2.2 The CON29DW Report does not give details about the state or condition of the property or the existing drainage and/or water services. It should not be relied on to indicate suitability or saleability of the property.

2.3 The CON29DW Report provides information as to the location and connection of existing services and other information in relation to drainage and water enquiries at the time of ordering the CON29DW Report and for the purpose of the individual domestic transaction with respect to the property to which the CON29DW Report relates and should not be relied on for any other purpose. We are not liable in any circumstances in connection with the CON29DW Report if it is used for any other 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 if you and/or your client requires.

2.4 The position and depth of apparatus shown on any Ordnance Survey maps attached to the CON29DW Report (Maps) are approximate and are provided as general guide only. The exact positions and depths should be obtained by excavating trial holes carried out by appropriately skilled and experienced engineers prior to any excavation or construction works.

2.5 We are not liable for any error, omission and/or inconsistencies in relation to the location and depth of apparatus shown on any Maps unless these have occurred as a direct result of our negligence and we should have been aware of them.

2.6 In providing you with the CON29DW Report, we will comply with the Drainage and Water Searches Network (DWSN) standards.

3. How you can use the CON29DW Report

3.1 The CON29DW Report may only be used in relation to individual domestic property transactions and only in relation to the property which the Search was carried out against.

4. Intellectual property rights

4.1 CON29DW Reports are confidential and intended for your and your Client's own internal purposes or personal use. You and your Client must not use or copy any part of any CON29DW Report for any other reason.

4.2 All intellectual property rights in CON29DW Reports are owned by us and/or our licensors.

4.3 Maps supplied by Ordnance Survey are protected by Crown copyright and must not be used for any purpose other than as part of a CON29DW Report.

4.4 The enquiries in CON29DW Reports are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the CON29DW Report.

4.5 You may:

4.5.1 make copies of the CON29DW Report (except any Maps) for your own internal purposes;

4.5.2 incorporate the CON29DW Report (other than Maps) into any written advice you provide in the normal course of your business; and

4.5.3 disclose the CON29DW Report in the normal course of your business to your Client and/or to anyone who is interested in the property to which the relevant CON29DW Report relates, and their professional advisers.

4.6 You and/or your Client must not change any part of any CON29DW Report, including altering, removing or obscuring any logos and/or branding in a CON29DW Report.

5. Limitation of liability

5.1 Please note in particular the provisions regarding limitation of liability in the General Terms, which apply in addition to this clause.

5.2 Our entire liability in respect of all causes of action arising by reason of or in connection with the CON29DW Report shall be limited to the limit of indemnity provided under our professional indemnity insurance being £10m (ten million pounds) per claim or for all claims arising from the same original cause or event.

6. Disclaimer with regard to Maps
6.1 Maps may include a disclaimer which purports to limit liability in relation to the position and depth of any apparatus. For the purposes of the CON29DW Report, such disclaimer is subject to the CON29DW Terms and the limitation of liability set out in these terms.

7. Complaints

7.1 Please see our General Terms for details of our complaint's procedure and your remedy in the event that your complaint has not been resolved to your satisfaction.

Version 1st March 2019

APPENDIX 3

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

Complaints should be sent to: Laura Taylor, Searches Operations Manager, Wessex Searches, Operations Centre, Claverton Down Road, Bath, BA2 7WW. Phone number: 01225 526206, Fax: 01225 528994, email: contactus@wessexsearches.co.uk.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, Website: www.tpos.co.uk E-mail: admin@tpos.co.uk.

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

APPENDIX 4

From 1 October 2011 by virtue of a scheme made under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 ("the 2011 Regulations") and by virtue of section 105A of the Water Industry Act 1991 ("the 1991 Act") private sewers and lateral drains which immediately before 1 July 2011 communicated with a public sewer became vested in sewerage undertakers.

Under the 2011 Regulations adoptable private sewers and private lateral drains the subject of an agreement under section 104 also vest in sewerage undertakers if immediately before 1 July 2011 they communicated with a public sewer. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on that date.
Where adoptable private sewers and private lateral drains the subject of an agreement under section 104 did not immediately before 1 July 2011 communicate with a public sewer they will vest on the earlier of the date of vesting under the agreement or the date of vesting pursuant to a supplementary scheme made under Regulation 4 to the 2011 Regulations. The section 104 agreement insofar as it relates to that sewer or lateral drain is treated as terminating on the date of vesting.

Where an agreement covers assets which do not and will not communicate with a public sewer those assets will remain private and subject to the provisions of the agreement.

The attached extracts from the public sewer map may show sewers and private laterals the subject of an agreement under section 104 of the Act as being private notwithstanding the fact that they may have vested in Wessex Water pursuant to the 2011 Regulations. Wessex Water is in the process of confirming with developers the date of communication with public sewerage and will be updating the public sewer map when this information is known.

Where there is any doubt as to the status of a particular length of pipe it is recommended that Wessex Water is contacted for advice.

Details of sewers and private laterals the subject of an agreement under section 104 of the Act have not been compiled from an “as constructed” record and Wessex Water will be updating the sewer map when that information is provided by developers. Until then it is recommended that details of the route these pipes follow be checked with the developer.
IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Wessex Searches, Wessex Water Operations Centre, Claverton Down, Bath, BA2 7WW, phone number: 01225 526206, fax: 01225 528994, email: contactus@wessexsearches.co.uk.

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

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

TPOs Contact Details:
The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Website: www.tpos.co.uk
Email: admin@tpos.co.uk
Order all your searches from www.wessexsearches.co.uk

You can order all your searches from us quickly and simply at www.wessexsearches.co.uk

- Environmental
- Local authority
- Mining
- Flood
- Infrastructure
- Chancel

CONTACT US

Twitter: @wessexsearches
Linkedln: Wessex Searches

Telephone: 01225 526 206
Post: Wessex Searches, Wessex Water Operations Centre, Claverton Down, Bath BA2 7WW
Email: Contactus@wessexsearches.co.uk
Web: www.wessexsearches.co.uk
Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water’s apparatus is not normally permitted.
Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown. In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located. If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. Building over or near Wessex Water’s apparatus is not normally permitted.