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## Regulated Drainage & Water Search

**Property Address:**

19 College Road, London, SW19 2BP

**Water Company:**

Thames Water Plc, PO Box 286, Swindon, SN38 2RA

**Sewerage Company:**

Thames Water Plc, PO Box 286, Swindon, SN38 2RA

**Date of Search:**

08/05/2017

**STL Reference:**

2033262

**Client Reference:**

STLTest

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## Summary for Conveyancers

This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.



### Maps

1.1	Where relevant, please include a copy of an extract from the public sewer map	Map Provided
1.2	Where relevant, please include a copy of an extract from the map of waterworks	Map Provided



### Drainage

2.1	Does foul water from the property drain to the public sewer?	Yes
2.2	Does surface water from the property drain to the public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Refer to Vendor
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?	Yes
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property?	Insured
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 any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	Yes
2.8	Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Insured
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	Insured



### Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Yes
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?	Yes
3.4	Is this property at risk of receiving low water pressure or flow?	Insured
3.5	What is the classification of the water supply for the property?	See report
3.6	Please include details of the location of any water meter serving the property	See report



### Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Thames Water
4.1.2	Who is responsible for providing the water services for the property?	Thames Water
4.2	Who bills the property for sewerage services?	Thames Water
4.3	Who bills the property for water services?	Thames Water
4.4	What is the current basis for charging for sewerage and/or water services at the property?	See report
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Insured



### Question 1.1

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



#### Guidance Notes:

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, water courses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Please note that following the private sewer transfer on 1 October 2011 there may be additional public assets other than those shown on the public sewer map.

### Question 1.2

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

A copy of an extract from the map of waterworks is included in which the location of the property is identified

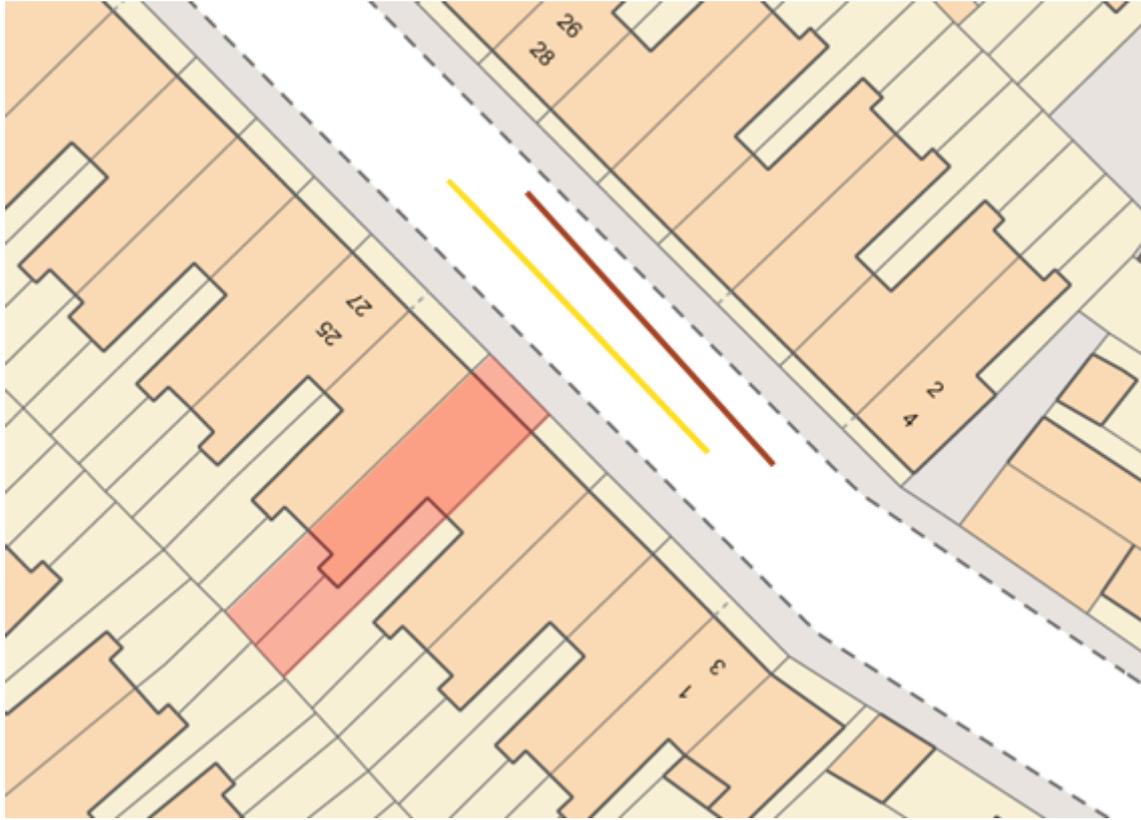


#### Guidance Notes:

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Water Undertakers are not responsible for private water mains or private service 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 extract of the map of waterworks shows 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.



# Public Sewer & Water Map



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- |   |   |
|---|---|
|  Public Combined Sewer           |  Public Foul Sewer   |
|  Public Surface Water Sewer      |  Abandoned Public Sewer  |
|  Water Pipes                     |  Sewer Publicly Maintained under Section 24 Public Health Act 1936 |
|  Section 104 Surface Water Sewer |  Section 104 Foul Sewer  |
|  Decommissioned Water            |  Public Sewage Pumping Station                                     |

This map is provided by STL Group Ltd and must be used in conjunction with the search results attached. Please note, the boundary may have been adjusted from the plan provided so that it reflects the National Polygon dataset provided by the Land Registry. This dataset covers all registered titles (freehold and leasehold) in England and Wales and shows the indicative shape and position of each boundary. The information shown on the map is based on data obtained from various sources but the position of any water company apparatus must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. This map should not be used for detailed design of any proposed works and users of this map are strongly advised to commission their own survey of the area before carrying out any works to establish the actual position of all apparatus.



### Question 2.1

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

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



#### Guidance Notes:

**The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.**

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties if not connected to the public sewerage system. 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. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a septic tank, cesspit or other type of treatment plant.

### Question 2.2

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

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



#### Guidance Notes:

**The above answer is inferred from the proximity of a public sewer as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.**

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system. If surface water does not drain to a public sewer the property may have private facilities in the form of a soakaway or private connection to a watercourse. Please note, the property may drain to a Sustainable Urban Drainage System (SuDs), please refer to the Local Authority Search for further information.



### Question 2.3

Is a surface water drainage charge payable?

Please refer to vendor or pre-contract documents and/or your own survey of the property



#### Guidance Notes:

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, an application can be made to the Water Company to end surface water charges.

### Question 2.4

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 public sewers, disposal mains or lateral drains within the boundaries of the property. Please note, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. However on 1 October 2011 private sewers were transferred into public ownership. There may therefore 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.



#### Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work. 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 considered to be not an 'as constructed' record. It is recommended these details are checked with the developer.

### Question 2.4.1

Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?

The public sewer map included indicates that there is a public sewage pumping station within the boundaries of the property.



#### Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.



### Question 2.5

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 indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property. On 1 October 2011 private sewers were transferred into public ownership, there may therefore be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are within 30.48 metres (100 feet) of a building within the property.



#### Guidance Notes:

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 presence of a public sewer within 30.48 metres (100 feet) of any buildings within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated using the map provided and the water company records, between the building(s) within the boundary of the property and the nearest public sewer.

### Question 2.5.1

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

Not answered - This information is not available, if an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



#### Guidance Notes:

The presence of a public sewage pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets subject to notice. Please note that private pumping stations built prior to 1 July 2011 which serve more than one property and pump to the existing public sewer are eligible for transfer into public ownership as of 1 October 2016. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowner unless they are the subject of an adoption agreement. Please note that the Water Company may not have been made aware of all the pumping stations which meet the adoption obligation criteria and therefore there may be pumping stations not recorded on the public sewer map.

### 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?

Records indicate that sewers serving the property are the subject of an existing adoption agreement or an application for such an agreement.



#### Guidance Notes:

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. Water Companies' mapping records are currently 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 2.7

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

There are records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However please note 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. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.



#### Guidance Notes:

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered. On 1 October 2011 the majority of private sewers, disposal mains and lateral drains, connected to the public network as of 1 July 2011, transferred to public ownership. Therefore there may be formerly private sewers and lateral drains that have been built over, however the sewerage undertaker may not have approved or been consulted about any plans to erect a building or extension on the property or in the vicinity of these. Please also to vendor or pre-contract documents and/or your own survey of the property.

### Question 2.8

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



#### Guidance Notes:

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (eg. flat gradient, small diameter). 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 the Water Company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company and therefore would be excluded from the report.

### Question 2.9

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



#### Guidance Notes:

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



### Question 3.1

Is the property connected to mains water supply?

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



#### Guidance Notes:

The above answer is inferred from the proximity of a public water main as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.

For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains water, and information regarding whether a water meter is installed. Details of private supplies are not kept by the Water Undertaker. We recommend the situation is 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?

The map of waterworks does indicate water mains, resource mains or discharge pipes within the boundaries of the property.



#### Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

### Question 3.3

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

Records indicate that water mains or service pipes serving the property are the subject of an existing adoption agreement or an application for such an agreement.



#### Guidance Notes:

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

### Question 3.4

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



#### Guidance Notes:

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



### Question 3.5

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

To check the average water hardness of water supplied to the property please visit <https://www.thameswater.co.uk/help-and-advice/water-quality/Check-the-water-quality-in-your-area>



#### Guidance Notes:

The hardness of water depends on the amount of calcium in it - the more it contains the harder the water is. There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: <http://www.dwi.gov.uk>  
If the property is in a hard water area, you may wish to refer to the vendor or pre-contract documents and/or your own survey of the property to establish if a water softener has been installed.

### Question 3.6

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. For further information regarding the water meter serving this property please contact:

Thames Water Plc  
PO Box 286  
Swindon  
SN38 2RA  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

### Question 4.1.1

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Sewerage Undertakers for the area are:

Thames Water Plc  
PO Box 286  
Swindon  
SN38 2RA  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

### Question 4.1.2

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

Please refer to vendor or pre-contract documents and / or your own survey of the property. The Water Undertakers for the area are:

Thames Water Plc  
PO Box 286  
Swindon  
SN38 2RA  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)



#### Question 4.2

Who bills the property for sewerage services?

Thames Water Plc  
PO Box 286  
Swindon  
SN38 2RA  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

#### Question 4.3

Who bills the property for water services?

Thames Water Plc  
PO Box 286  
Swindon  
SN38 2RA  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

#### Question 4.4

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

Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.



#### Guidance Notes:

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company.

The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website: <http://www.ofwat.gov.uk> Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

#### Question 4.5

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

Not answered - If an answer had been available which was adverse at the date of this report the Information Accuracy Indemnity attached would apply.



#### Guidance Notes:

The Company may install a meter at the premises where a buyer makes a change of use of the property or where the occupier uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.



## Glossary

**'the 1991 Act'** means the Water Industry Act 1991[61]

**'the 2000 Regulations'** means the Water Supply (Water Quality) Regulations 2000[62]

**'adoption agreement'** means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64]

**'discharge pipe'** means a pipe 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 of any buildings or yards appurtenant to buildings within the same curtilage

**'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]

**'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 Undertaker

**'public sewer'** means, subject to Section 106(1A) of the 1991 Act[68], 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[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]

**'resource main'** means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of - (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk

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

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

**'surface water'** includes water from roofs and other impermeable surfaces within the curtilage of the property

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

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

**'water supplier'** means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier

**'water supply zone'** 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

**'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.



# Regulated Drainage & Water Search Information Accuracy Indemnity Block Policy

## POLICY SUMMARY

### Policy Type

Regulated Drainage & Water Search Information Accuracy Policy

### Policy Term

In Perpetuity from the Policy Date

### The Insurer

Stewart Title Limited

### Insurer's Address

6 Henrietta Street, London, WC2E 8PS

**To the Policyholder.** We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

**To the Intermediary.** We recommend this document is provided to the Insured before the conclusion of the insurance contact.

## SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following: You, or anyone acting on your behalf, must not:

1. disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
2. take or fail to take action which results in a Claim as this may prejudice your position and void the policy
3. take any steps to settle a Claim without our prior written consent.

## UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

## RIGHTS TO CANCEL POLICY

This policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

## HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by email to [ukclaims@stewart.com](mailto:ukclaims@stewart.com) You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

## COMPLAINTS

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website address is [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk)

## BASIS OF COVER

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited

Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory



## POLICY SCHEDULE

**Policy Number**  
155853

**Policy Date**  
As referred to on the bordereau per Property

**Policy Term**  
In Perpetuity from the Policy Date

**Property**  
Each property or parcel of land which is noted on the bordereau

**Limit of Indemnity**  
See Additional Policy Clause(s) section below

**Premium**  
See Additional Policy Clause(s) section below

## THE INSURED

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property ('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

## THE INSURER

Stewart Title Limited - (Company Reg 2770166), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

## THE DEFECT

The Insured has been provided with a Regulated Drainage & Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

## INSURED USE

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

## EXCLUSION(S)

Any Claim arising from or relating to:

- i. any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- ii. any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- iii. consequential loss
- iv. environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
- v. any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

## ADDITIONAL POLICY CLAUSE(S)

Definitions:

**Adverse Entry** - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date which adversely affect the market value of the Property but which were not disclosed in the Search due to:

- i. the absence in the Search of answers to questions 2.5.1, 2.7, 2.8, 2.9, 3.3, 3.4 and 4.5 and/or
- ii. incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- iii. incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2, 2.4.1 and 3.1 where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

**Organisation** - STL Group Ltd

**Regulated Search** - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' 'Search Code' has undertaken enquiries and provided a report upon which the Insured relies.

## LIMIT OF INDEMNITY

(Up to £ per Property)  
£ 2,000,000.00

## PREMIUM

(£ inclusive of IPT)  
£0.75



## MEMORANDUM OF ENDORSEMENT for Seller Cover

### Definitions

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy the Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

### Seller:

the Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

### Buyer:

the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

### Completion Date:

the date upon which the sale of the Property to the Buyer completed

### Offer Price:

the lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

### Sale Price:

the price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

### Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

### Exclusions

The Company shall be not liable to indemnify the Seller for any Error:

1. not disclosed in the Search
2. in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
3. Any Adverse Entry which arises after the Effective Date
4. The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

### Conditions

All conditions referred to in the Policy shall apply.



This policy document and the bordereau form the basis of the Insured's policy and the contract between the Insured and the Insurer. Please read the documents and keep them safe.

#### COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

#### GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

#### NON-INVALIDATION

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party unless:

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non- disclosure or misrepresentation to the Insurer.

#### IMPORTANT CONDITIONS

In respect of each Property:

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
- b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
  - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
  - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
  - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
  - d. take a similar proportionate action.The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.



- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 16 King Street, Covent Garden, London WC2E 8JF Account Name: Stewart Title Premium Collection Account, Sort Code 40-04-09, Account Number: 32024225 Reference:

In respect of Conditions 5, 6 and 7 above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

#### COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law.

#### RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax. Any refund of premium will be made to the party who paid the premium.

#### CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

#### DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):
  - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
  - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
  - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
  - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
- c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
- d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
- e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
- f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.



- g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

**THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk)

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 6 Henrietta Street, London, UK, WC2E 8PS.



## Important Consumer Protection Information

This search has been produced by STL Group Ltd, Orion Gate, 1st Floor, Guildford Road, Woking, Surrey, GU22 7NJ (tel: 01483 715355, fax: 01483 221854, email: [info@stlgroupp.co.uk](mailto:info@stlgroupp.co.uk)) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the UK
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services. By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you

### The Code's core principles

Firms which subscribe to the Search Code will:

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

### Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award 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 or to the PCCB.**

### TPOs Contact Details:

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

Tel: 01722 333306 / Fax: 01722 332296

Web: [www.tpos.co.uk](http://www.tpos.co.uk) / Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

Please ask your search provider if you would like a copy of the Search Code.



## Internal Complaints Procedure

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

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should in the first instance sent to: Searches UK Ltd, Suite 2, Gemini Business Centre, 136-140 Old Shoreham Road, Hove, East Sussex, BN3 7BD, Tel: 0845 2411815, Email: [info@searchesuk.co.uk](mailto:info@searchesuk.co.uk)

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 10 March 2017