

Drainage & Water Search



BREEZE AND WYLES

BREEZE AND WYLES
90611 ENFIELD TOWN

Search Address 40(D) GLEDSTANES ROAD
LONDON
W14 9HU

Your Reference JIWA/LISE 1.1/Lisewski
Our Reference CON 247746

Search Date 08 June 2002

Drainage & Water Search



Drainage & Water Search (CON29DW)

40(D) GLEDSTANES ROAD LONDON W14 9HU

Following a recent article in the Law Society Gazette in March, we would like to highlight the following statement from it:

"The Society recommends that enquirers submit the separate drainage and water search, CON29DW, to the local sewerage undertaker, on all occasions in addition to submitting the standard enquiries, CON29, to the local authority. The service will be available from all water service companies in England and Wales from 1 April 2002. The society has agreed that, as from the next edition of CON 29 (proposed July 2002), drainage questions will be removed from CON 29 "

We will accept enquiries in any format, such as by letter, phone, fax, our priority application form or the new CON29DW form.

The information relating to the above property is as follows. **Please also refer to the attached Guidance Notes and Terms & Conditions.**

Public Sewers

- 1.1 Please provide a copy extract from the public sewer map.**
A copy of the statutory map is provided.
- 1.2 Does foul drainage from the property drain to a public sewer?**
The company's records indicate that foul water from the property does drain to the public sewerage system.
- 1.3 Does surface water from the property drain to a public sewer?**
The company's records indicate that surface water from the property does drain to the public sewerage system.

Responsibility for Sewers

- 1.4 Is any sewer serving or which is proposed to serve the property the subject of a current statutory adoption agreement or an application for such an agreement?**
If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?
- The company's records indicate that the sewers serving the development, of which this property forms part, are not the subject of an application for adoption under S104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

Thames Water Utilities Ltd
Asset Data Services
Blake House, Manor Farm Road,
Reading, Berkshire, RG2 0JN

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Registered in England and Wales
No. 2366661. Registered office
Clearwater Court, Vastern Road
Reading, RG1 8DB

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Proximity of Sewers

2.1 Does the public sewer map show any public sewer within the boundary of the property?

The public sewer map does not show any public sewers within the boundary of the property. However, historically, it has not been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist.

2.2 Does the public sewer map show a public sewer within 30.48 metres (100 feet) of the building(s) within the property?

The public sewer map indicates a public sewer within 30.48 metres (100 feet) of the building(s) within the property. (See supplied extract from the public sewer map).

Building Over a Sewer

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

The company's records indicate that there is not a statutory agreement or consent in respect of building over a public sewer at this property. For historical reasons the company may not be aware of some agreements or consent's which have been entered into by the Local Authority. Building Over consents prior to 1997 were issued by the Local Authority and it may be possible to obtain a copy from their Building Control Office.

Water Supply

3.1 Please provide a copy extract from the public water main map.

The water supply for this area is provided by the company and a copy of the map of waterworks is provided.

3.2 Which company supplies water to the area?

The company supplies water to this area.

3.3 Is the property connected to mains water supply?

The company records indicate that the property is connected to the mains water supply.

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

The map of waterworks does not show any vested water mains within the boundary of the property.

Water and Wastewater Charges

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

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- This property receives a water supply and is connected to the foul and surface water sewers.
- Charges are made on an unmeasured basis.
- Thames Water are responsible for billing and collection of water and wastewater charges.
- Following a change of occupation, charges will be made on an unmeasured basis.

Payment for this Drainage & Water Search

A charge of £37.50 will be added to your account.

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The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

100 metre intervals

The radius of the circle centred on the property is 30.50 metres.

EAGLE hardcopy facility - Normal Map.

The plot is centred on (524373 , 178047), which is in TQ2478SW. Printed on 5 June 2002 at 20:51:04 by CBANIS14.

Comments:



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EAGLE hardcopy facility - Normal Map.

The plot is centred on (524373 , 178047), which is in TQ2478SW. Printed on 5 June 2002 at 20:51:37 by CBANIS14.

Comments:



Guidance Notes

Public Sewers

1.1

- The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
- Assets other than public sewers may be shown on the copy extract, for information only.

1.2

- The company is not responsible for those private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property 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. 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 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.
- If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

1.3

- The company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these. The 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 that also serves other properties. These may pass through land outside of the control of the seller. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 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.
- In some cases company 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 company.
- If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Responsibility for Sewers

1.4

- Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

Proximity of Sewers

2.1

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



Terms and Conditions

Customers and Clients are asked to note these terms, which govern the basis on which this Drainage & Water Search is supplied.

Definitions

'Company' means the Water Service Company or their data service provider producing the Report.

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

'Report' means the Drainage & Water Search prepared by The Company in respect of the Property.

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

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

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

Agreement

1. The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-
 - 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.
 - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
 - 2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
 - 2.4 The Report provides information as to the location & connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
 - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

- 3.1 The Company shall not be liable to the Client for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.
- 3.2 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) The Company shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify the Company in respect of any claim by the Client.
- 3.3 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of