

Commercial Drainage and Water Enquiry

Responses to a drainage and water enquiry for commercial premises or development sites.

This document was ordered by: -

**M & P GADSDEN
UNIT 20 MEETINGS IN EST
PARK ROAD
BARROW IN FURNESS
CUMBRIA
LA14 4TL**

Client Ref: 15117

FAO:

This document was produced by: -

**United Utilities Water Limited
Property Searches
Ground Floor Grasmere House
Lingley Mere Business Park
Great Sankey
Warrington
WA5 3LP**

Telephone 0370 7510101

**e-mail -
property.searches@uuplc.co.uk**

DX 715568 Warrington 7

The information in this document refers to: -

**Property: (LAND AT) C G P DISTRIBUTION MAGISTRATES ROAD MILLOM LA18
4JY**

**For any queries relating to this report please e-mail, write or phone our Customer Liaison Team at
the above address quoting United Utilities' Reference Number: 1185553**

1. Section one: Introduction

The following records were searched in compiling this report: -

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

Interpretation of Drainage and Water Enquiry

Appendix 1 of this report contains definitions of terms and expressions used in the report.

Enquiries and Responses

The records were searched by Gareth Hindley for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Donna Camblin for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

Appendix 2 of this report contains the terms and conditions of sale

Appendix 3 of this report contains our formal complaints procedures

Commercial Drainage and Water Search Complaint Procedure

In the event of any queries relating to this report please e-mail, write or phone our Customer Liaison Team at the address above quoting United Utilities reference. We will endeavour to resolve any telephone contact or complaint at the time of the call

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

We will listen to your complaint and do our best to deal with it immediately.

If we fail to give you a written substantive response within 5 working days Property Searches will compensate our client the original fee paid for a Property Searches Commercial Drainage and Water enquiry, regardless of the outcome of your complaint.

If it is a complex issue requiring more time, we will still get back to you within 5 days and notify you of progress and update you with the new timescales.

If we consider your complaint to be justified we will or we have made any errors that substantially change to outcome of the search we will-

- Refund your search fee
- Provide you with a revised search
- Take the necessary action within our power to put things right
- Keep you informed of any action required

If we cannot resolve your complaint or have failed to comply with the complaints procedure you can:

- Let us know and we can escalate your complaint
- Refer the issue to an independent body of your choice.

Order Summary

To help understand the implications of the Drainage and Water Enquiries Report a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

- ✓ This response represents the typical situation for a property.
- ⚠ The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.
- ✗ This response represents an uncommon situation for a property and the purchaser should carefully consider its implications.

Question	Report Schedule	Answer
1	Where relevant, please include a copy of an extract from the public sewer map.	Yes & in vicinity ✓
2	Where relevant, please include a copy of an extract from the map of waterworks.	Yes & in vicinity ✓
3	Does foul water from the property drain to a public sewer?	Plot of Land 📄
4	Does surface water from the property drain to a public sewer?	Plot of Land 📄
5	Is a surface water drainage charge payable?	No 📄
6	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	None ✓
7	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	None 📄
8	Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	No 📄
9	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?	None ✓
10	Is the property, or part of the property, at risk of internal foul flooding due to overloaded public sewers?	No ✓
11	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	Yes ✓
12	Is the property connected to mains water supply?	Plot of Land 📄
13	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No ✓
14	Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	No ✓
15	Is the property at risk of receiving low water pressure or flow?	No ✓
16	Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.	Failed another substance 📄
17	Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.	No ✓
18	Please include details of the location of any water meters serving the property.	No Meter ✓
19	Who are the Sewerage and Water Undertakers for the area?	United Utilities ✓
20	Who bills the property for sewerage services?	Not Billed 📄
21	Who bills the property for water services?	Not Billed 📄
22	What is the current basis for charging for sewerage and/or water services at the property?	Plot of Land 📄
AQ 1	Is there a current trade effluent charge being levied on this property?	No ✓
AQ 2	Is there an easement affecting the property?	No ✓

Extract from Map of Water Mains

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available.

The actual positions may be different from those shown on the plan private service pipes may be shown by a broken blue line.

United Utilities will not accept any liability for any damage caused by the actual positions being different from those shown.

United Utilities Water Limited 2014
The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office.Crown and United Utilities copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

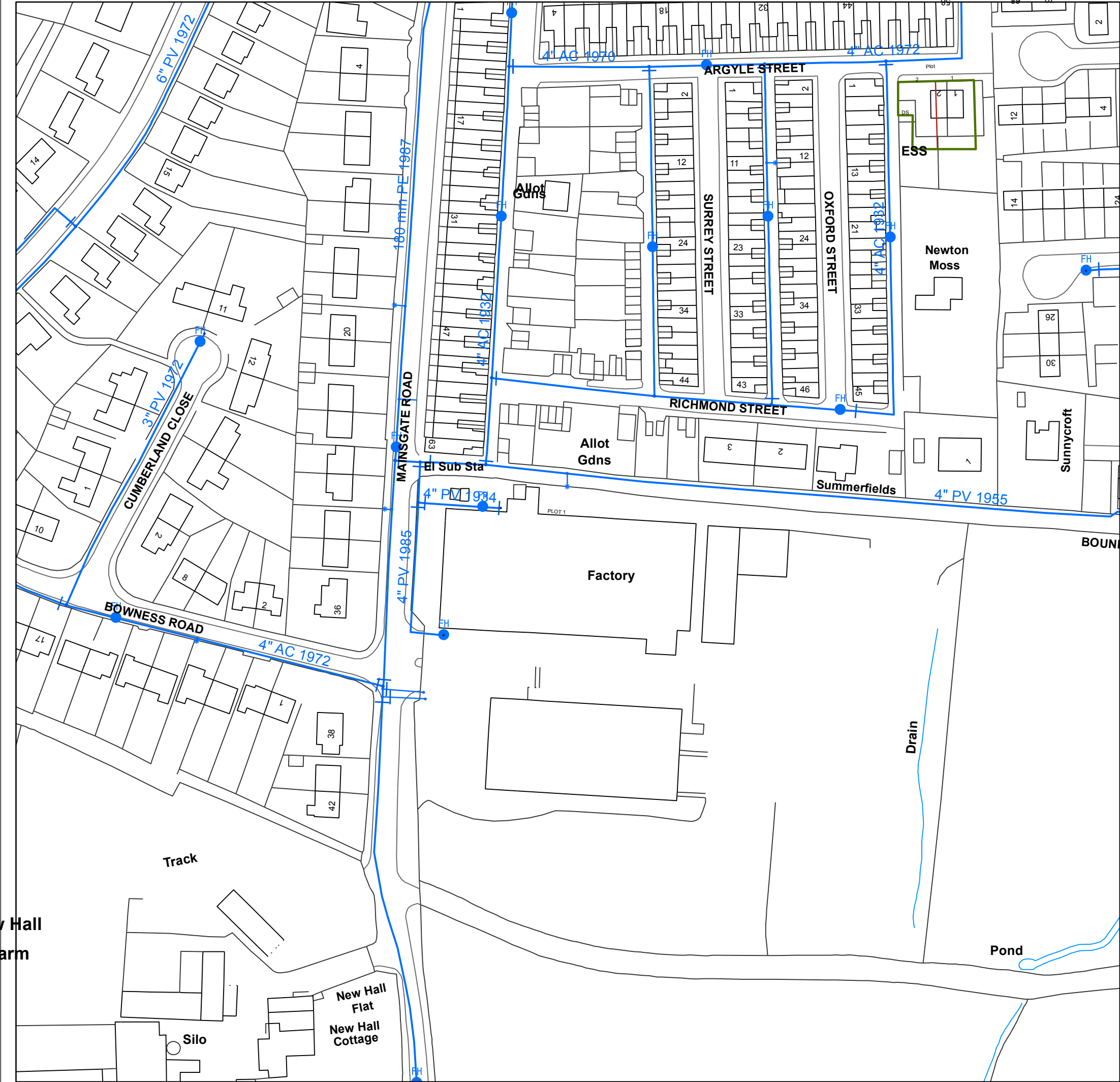
LEGEND

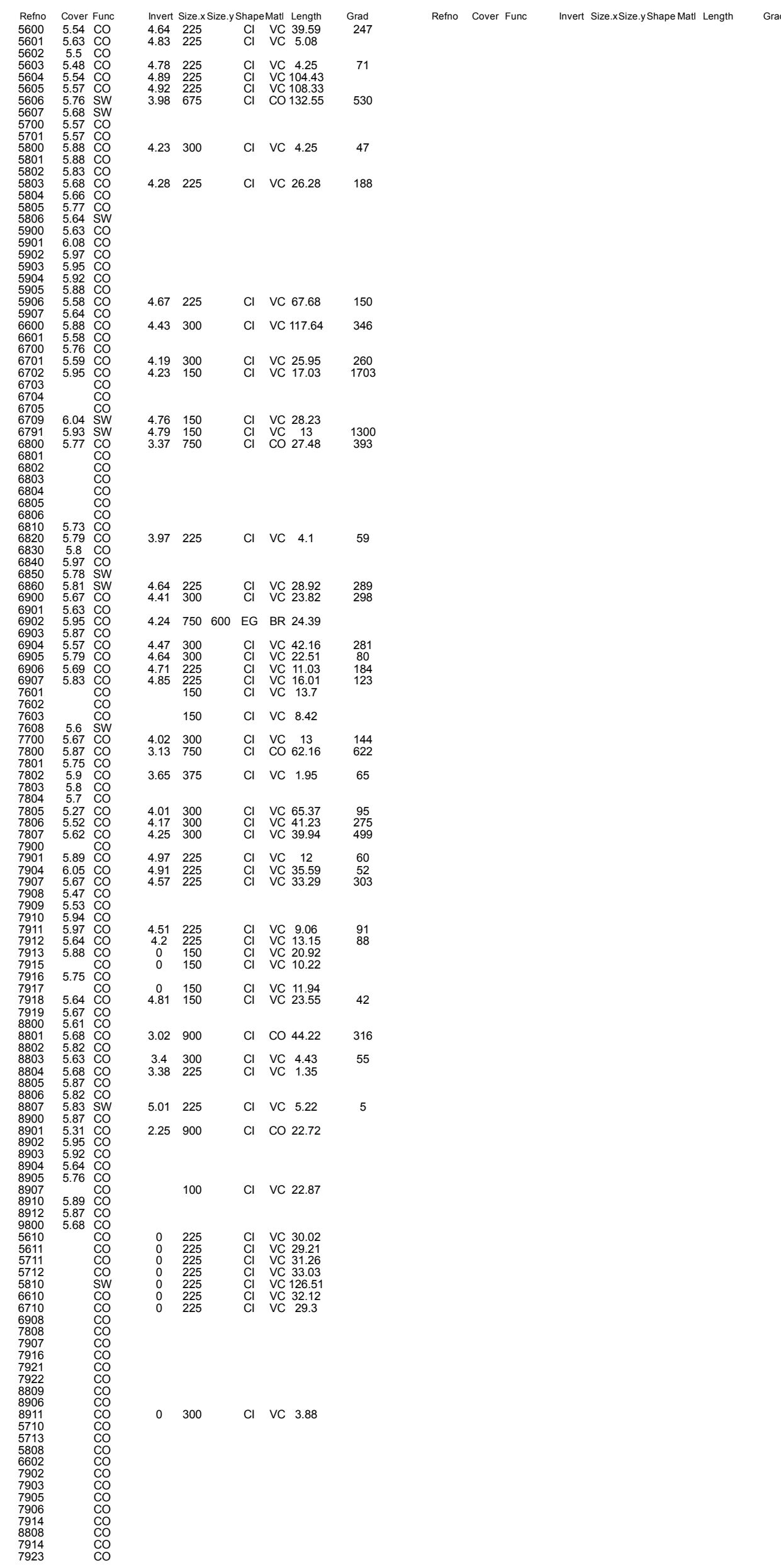
Proposed	Abandoned	Live	
			Distribution Main
			Trunk Main
			Comms Pipe
			Private Pipe
			Raw Water
			LDTM Raw Water
			LDTM Treated Water

C G P Distribution
Mainsgate Road
Millom LA18 4JY

Printed By : Property Searches Date: 14/03/2016

DO NOT SCALE
Approximate Scale: 1:1250





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the position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available.

The actual positions may be different from those shown on the plan and private pipes, sewers or drains may not be recorded.

The undersigned undertakes to accept any liability for any damage caused by the actual positions being different from those shown.

United Utilities Water Limited 2014. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

OS Sheet No: SD1779NE
Scale: 1: 1250 Date: 14/03/2016
130 Nodes
Sheet 1 of 1





Reho	Cover	Func	Invert	Size	x	Size	y	Shape	Matl	Length	Grad
0500	7.89	CO	6.66	525				CI	CO	13.09	1309
0501	9.09	SW	8.3	225				VC	VC	43.38	1085
0600	9.49	FO									
0601	9.43	FO									
0602	11.87	FO									
0603	9.48	SW	6.99	450				CI	CO	48.73	157
0604	9.4	SW	8.36	150				CI	CI	36.7	38
0605	10.61	SW	10.08	525				CI	CO	55.82	155
0606	11.85	SW	10.08	525				CI	CI	8.68	
0607	12.08	SW									
0608	9.42	SW									
0609	9.54	FO									
0610	9.04	SW									
0611	9.29	FO									
0612	10.38	SW	8.66	225				CI	CI	35.23	57
0700	19.12	SW	17.38	225				VC	VC	29.77	39
0701	19.03	FO	10.23	150				CI	CI	28.97	52
0704	11.92	FO	9.44	225				VC	VC	56.56	88
0800	19.91	FO	16.85	225				CI	CI	31.91	26
0801	19.28	SW	17.53	225				CI	CI	32.08	12
0802	16.58	FO									
0803	14.61	FO									
0804	16.48	SW									
0805	14.5	SW									
0901	FO		0	150				VC	VC	27.84	
0902	FO		0	150				VC	VC	25.45	
1500	8.57	CO									
1501	8.5	FO									
1502	10.3	FO	7.75	225				VC	VC	6.08	
1503	10.23	SW	6.31	600				CO	CO	65.97	174
1504	9.33	SW	6.63	525				VC	VC	32.27	15
1505	10.05	SW	7.89	150				VC	VC	8.92	215
1506	10.05	SW	8.47	150				VC	VC	13.36	24
1507	10.64	SW	9.34	150				VC	VC	49.83	59
1508	FO		0	225							
1521	10.25	FO	7.75	225				VC	VC	8.06	
1522	10.12	FO	7.84	225				VC	VC	10.35	148
1523	9.96	FO									
1524	9.69	FO	0	225				VC	VC	14.14	
1525	9.4	FO	8.03	225				VC	VC	17.17	
1526	10.1	FO	8.24	225				VC	VC	24.52	129
1527	10.5	FO	8.45	150				VC	VC	35.04	175
1600	11.88	FO	9.9	225				VC	VC	12	200
1601	11.65	FO	10.35	225				VC	VC	37.28	87
1603	11.98	FO	10.43	225				VC	VC	9.52	159
1604	FO										
1605	13.42	FO	11.77	225				VC	VC	26.08	20
1608	11.06	SW	9.2	525				CO	CO	56.88	17
1681	11.54	SW	9.7	525				CO	CO	23.91	49
1683	13.49	SW	11.59	300				VC	VC	11.3	35
1703	16.54	FO	14.79	225				VC	VC	55.72	19
1707	16.68	SW	14.63	300				VC	VC	56.66	22
1708	17.38	SW	15.64	225				VC	VC	21.93	22
1709	18.11	SW									
1710	17.98	FO									
1711	20.87	SW	19.07	225				VC	VC	49.27	23
1800	21.53	SW	19.69	225				VC	VC	30.64	14
2500	6.03	CO	4.95	450				CO	CO	36.52	395
2501	7.95	CO	5.22	375				CO	CO	49.59	25
2502	6.44	FO	6.04	225				VC	VC	8.78	8
2503	6.89	FO	6.39	225				VC	VC	26.99	91
2506	8.31	FO	7.07	225				VC	VC	53.07	79
2508	6.58	FO	5.17	525				VC	VC	7.47	31
2509	6.78	SW	5.43	600				VC	VC	7.4	31
2510	FO		0	375						44.61	
2591	7.17	SW	5.07	225				VC	VC	30.22	216
2600	6.4	FO	5.24	225				VC	VC	38.54	204
2601	6.68	FO	5.39	225				VC	VC	25.68	197
2602	6.92	FO	5.36	525				VC	VC	19.01	211
2606	6.57	SW	6.6	150				VC	VC	48.67	85
2608	6.07	FO	6.96	225				VC	VC	27.14	19
2651	6.67	SW	5.33	525				VC	VC	33.21	664
2652	6.79	SW	5.32	525				VC	VC	33.88	137
2653	7.01	SW	5.59	525				VC	VC	31.36	259
2654	8.43	SW	6.51	225				VC	VC	24.84	35
2655	7.74	SW									
2703	9.89	FO	8.26	225				VC	VC	24.84	17
2704	9.75	SW	7.69	225				VC	VC	19.99	
2705	13.57	SW									
2707	11.77	SW									
2709	14.84	SW									
3500	6.21	CO	4.61	450				CI	CO	58.76	294
3502	3.7	SW	4.91	525				CI	CO	9.53	
3600	6.29	CO									
3602	SW										
3605	6.37	SW	5.05	525				CI	CO	27.5	308
3606	6.38	SW									
3607	6.6	SW	4.98	300				CI	CO	16.31	65
3608	6.98	SW	5.11	525				CI	CO	15.25	381
3681	6.33	SW	5.25	150				VC	VC	28.25	118
3682	6.22	SW	5.39	300				VC	VC	45.22	162
3683	6.31	SW	5.43	300				VC	VC	21.17	141
3709	6.33	SW	5.09	225				VC	VC	40.02	333
3791	SW		5.72	150				VC	VC	43.16	2158
3806	7.35	SW									
3807	7.47	SW	6.42	150				VC	VC	4.67	11
3900	9.57	SW	8.43	150				VC	VC	123.72	49
4500	6.18	CO	4.35	525				CI	CO	100.85	458
4501	6.07	CO									
4502	6.36	CO	4.56	400				VC	VC	51.92	433
4504	6.1	SW	5.17	225				VC	VC	50.54	103
4505	6.08	CO									
4551	6.09	CO	5.31	225				VC	VC	9.6	239
4552	5.89	CO	5.39	225				VC	VC	16.71	304
4553	5.9	CO	5.43	150				VC	VC	19.98	999
4554	5.89	CO	5.47	150				VC	VC	6.07	304
4555	CO										
4600	6.02	CO									
4601	5.75	CO	4.89	225				VC	VC	11.99	544
4603	5.68	CO	4.81	300				VC	VC	38.11	272
4604	5.39	CO	4.98	225				VC	VC	43.59	259
4605	5.69	SW	4.18	675				VC	VC	33.98	
4606	5.97	SW	4.24	675				VC	VC	15.54	
4607	6.02	SW	4.3	690	160			VC	VC	2.74	
4608	5.92	SW	3.54	970	600			VC	VC	4.46	
4609	6.02	SW									
4611	5.74	CO	4.96	225				VC	VC	10.01	200
4612	5.74	CO	5.74	225				VC	VC	6.07	8
4613	5.71	CO	4.98	225				VC	VC	9.02	
4614	5.74	CO	5.07	225				VC	VC	21.18	303
4615	5.8	CO	5.1	225				VC	VC	8.07	404
4616	5.69	CO	5.13	225				VC	VC	13.13	1313
4617	5.77	CO									
4661	6.07	SW	4.77	150				VC	VC	1.99	
4671	5.89	SW	4.77	225				VC	VC	6.99	
4681	5.85	SW	4.47	300				VC	VC	7.08	
4691	5.88	SW									
4700	6.34	CO									
4701	6.33	CO	4.51	225				VC	VC	3.51	35
4702	5.88	CO	4.64	225				VC	VC	79.18	720
4703	5.9	CO	4.59	225				VC	VC	80.63	236
4704	6.14	SW	5.26	150				VC	VC	70.9	172
4705	6.33	SW	4.53	150				VC	VC	5.26	273
4708	6.34	CO	4.94	225				VC	VC	5.26	18
4707	5.78	CO	4.61	225				VC	VC	27.92	464
4771	6	CO	4.67	225				VC	VC	3.91	98
4772	5.86	CO	4.74	225				VC	VC	17.89	338
4773	5.73	CO	4.79	225				VC	VC	10.1	537
4774	5.77	CO	4.81	225				VC	VC	9.99	999
4775	5.65	CO	4.85	225				VC	VC	27.05	1353
4776	5.66	CO									
4800	6.36	CO									
4801	6.57	CO									

Foul

Surface

Combined

Overflow

Manhole

Manhole, Side Entry

Mainsewer, Public

Mainsewer, Private

Mainsewer, S104

Rising Main, Public

Rising Main, Private

Highway Drain, Private

Foul

Surface

Combined

WW Site Termination

Air Valve

Cascade

Non Return Valve

Extent of Survey

Flow Meter

Gully

Hatch Box

Head of System

Hydrobrake / Vortex

Inlet

Inspection Chamber

Bifurcation

Catchpit

Contaminated Surface Water

WW Pumping Station

Sludge Pumping Station

Sewer Overflow

T Junction/Saddle

LampHole

Oil Interceptor

Penstock

Pump

Rodding Eye

Soakaway

Summit

Valve

Valve Chamber

Washout Chamber

Drop Shaft

WW Treatment Works

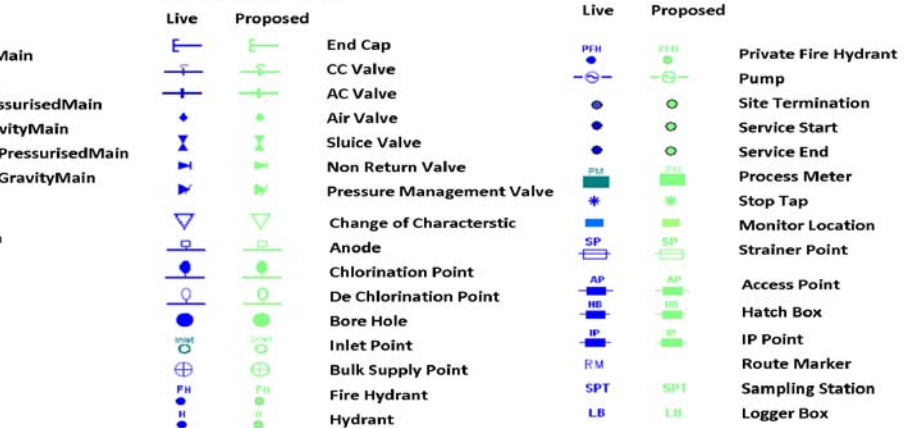
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WASTE WATER SYMBOLOGY

CLEAN WATER SYMBOLOGY
PIPE WORK

ABANDONED PIPE

PROPERTY TYPES

NODES/FURNITURES

Legend

MATERIAL TYPES		LINING TYPES	
AC	ASBESTOS CEMENT	CL	CEMENT LINING
CI	CAST IRON	TB	TAR OR BITUMEN
CU	COPPER	ERL	EPOXY RESIN
CO	CONCRETE	INSERTION TYPES	
DI	DUCTILE IRON		
GI	GALVANISED IRON	DD	DIE DRAWN
GR	GREY IRON	DR	DIRECTIONAL DRILLING
OT	OTHERS	MO	MOLING
PB	LEAD	PI	PIPELINE
PV	UPVC	SL	SLIP LINED
SI	SPUN IRON		
ST	STEEL		
UN	UNKNOWN		
PE	POLYETHYLENE		

Question 1 **Where relevant, please include a copy of an extract from the public sewer map.**

Answer **A copy of an extract of the public sewer map within the vicinity of the property is included.**

Informative 1. The Water Industry Act 1991 defines Public Sewers as those which (United Utilities) have responsibility for. Other assets and rivers, water courses, 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. 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 Sewerage Undertaker or its contractors needing to enter the property to carry out work.

Question 2 **Where relevant, please include a copy of an extract from the map of water works.**

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

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

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

Water Undertakers 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.

If an extract of the public watermain record is enclosed, it will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

The presence of a public water main running 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 Water Undertaker or its contractors needing to enter the property to carry out work.

Question 3 Does foulwater from the property drain to a publicsewer?

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the publicsewerage 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.
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.
If an extract from the public sewer map is enclosed, this will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 4 Does surface water from the property drain to a publicsewer?

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the publicsewerage 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 Undertakers' 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 Sewerage Undertaker.
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.
If an extract from the public sewer map is enclosed, this will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5 Is a surface water drainage charge payable?

Answer **Records confirm that a surface water drainage charge is not payable for the property.**

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

Question 6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundary of the property. However from the 1st October 2011 there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map which may further prevent or restrict development of the property. If you are considering a future development at this property which may require Build over Consent, please complete the Enquiry Form by accessing the following link <http://www.unitedutilities.com/planning-wastewater-guidance.aspx>.

Informative The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied.
The presence of a public sewer running within the boundary of the property may restrict further development. United Utilities has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of United Utilities or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

Question 7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

Answer The public sewer map included indicates that there are no public sewers within 30.48 (100 feet) of a building within the boundary of the property. However from the 1st October 2011 private sewers will be transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that there will be a public sewer within 30.48 (100 feet) of a building within the boundary of the property.

Informative 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.
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. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract for information only.

Question 8 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

Informative This enquiry is of interest to purchasers of new property who will want to know whether or not the property will be linked to a public sewer. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of 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.

Question 9 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

Informative From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have granted approval or been consulted about any plans to erect a building or extension on the property over or in the vicinity of these assets. Prior to 2003 United Utilities Water Limited had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

Question 10 Is the property, or part of the property, at risk of internal foul flooding due to overloaded public sewers?

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

Informative

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, siltation, 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 Sewerage Undertaker 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 Sewerage Undertaker'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 in the At Risk Register.
5. Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.
6. Public sewers are defined as those for which the Sewerage Undertaker 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 Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

Question 11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

Answer The nearest Sewage Treatment Works is 0.79 miles (1.27 km), North East of the property. The name of the Sewage Treatment Works is MILLOM WWTW.

The owner is United Utilities.

Informative

The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.

The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.

It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities Water Limited seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, 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. For more information visit www.unitedutilities.com.

Question 12 Is the property connected to mains water supply?

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

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

Question 13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Question 14 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

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

Question 15 Is the property at risk of receiving low water pressure or flow ?

Answer **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 .**

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services 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).

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. 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 10 metres head on the customer's side of the main stop tap 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.

Allowable exclusions:

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

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Water Undertakers should exclude from the reported DG2 - (Low Pressure Register) figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Water Undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) because of planned maintenance, are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); fire fighting and action by a third party.

However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures that only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 - (Low Pressure Register) figures.

Question 16 Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

Answer The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are:-

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Coliform bacteria	47	1

Informative

Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.

However, the occupier is responsible for any deterioration in water quality that is a result of the private distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.

Water quality is normally tested at the tap used for public consumption, usually in the kitchen.

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 19.

The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the private distribution system.

The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk

If you require further advice regarding these failures please see

<http://www.unitedutilities.com/Water-quality.aspx>

Question 17 Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

Answer There are no such authorised departures for the water supply zone.

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
For contact details please see Question 19.

Question 18 Please include details of the location of any water meter serving the property.

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

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

United Utilities Water Limited, PO Box 246, Warrington, WA55 1EA, Tel: 0345 072 6072,
Internet; www.unitedutilities.com

Question 19 Who are the Sewerage and Water Undertakers for the area?

Answer United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area and United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the water undertaker for the area.

Informative Not Applicable

Question 20 Who bills the property for sewerage services?**Answer** **The property is not billed for sewerage services.****Informative** Notification of the change of occupancy on completion of sale should be made to this address.**Question 21 Who bills the property for water services?****Answer** **The property is not billed for water services.****Informative** Notification of the change of occupancy on completion of sale should be made to this address.**Question 22 What is the current basis for charging for sewerage and/or water services at the property?****Answer** **Records indicate that this enquiry relates to a plot of land or a recently built property.**

Informative Properties built before April 1990 are charged using the Rateable Value of the property. Rateable values were set by the Valuation Office and are not the same as the council tax banding for the property. In 1990 the Valuation Office stopped setting rateable values and water companies are not allowed to change them or use the council tax banding as a basis for charging for water. Therefore all new properties built after 1990 are fitted with a water meter and bills are based on the amount of water used and recorded by the meter. Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request. 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 Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk

Additional Questions

Additional Question 1 **Is there a current trade effluent charge being levied on this property?**

Answer **There is no record of a Trade Effluent charge being levied in respect of the property. To obtain a Consent contact The Regulatory Controller Trade Effluent on 0845 746 2200.**

Informative The owner/occupiers of Trade Premises do not have the right to discharge Trade Effluent to the public wastewater network. Any Trade Effluent Discharge Consent will be issued under Section 118 of the Water Industry Act 1991 and will be subject to conditions set by the Sewerage Undertaker.

Generally these conditions are to ensure:

- a) The Health and Safety of staff working within the wastewater network and at wastewater treatment plants.
- b) The apparatus of the wastewater network is not damaged.
- c) The flow of the contents of the wastewater network is not restricted.
- d) Equipment, plant, and processes at treatment works are not disrupted or damaged.
- e) Treatment of sewage sludge is not impeded and sludges are disposed of in an environmentally friendly manner.
- f) Final effluent discharge from wastewater treatment plants has no impact on the environment or prevents the receiving waters from complying with EU Directives.
- g) Potential damage to the environment via storm water overflows is minimised.

Disputes between an occupier of a Trade Premise and the Sewerage Undertaker can be referred to the Director General of Water Services (OFWAT).

Protecting Public Sewers - Discharges Section 111 of the Water Industry Act 1991, places prohibition on the discharge of the following into a public sewer, drain or a sewer that communicates with a public sewer.

- i) Any matter likely to injure the sewer or drain, to interfere with the free flow of its contents or to affect prejudicially the treatment or disposal of its contents.
- ii) Any chemical refuse or waste steam or any liquid of temperature higher than 43.3 degrees Celsius (110 degrees Fahrenheit).
- ii) Any petroleum spirit or carbide of calcium.

On summary conviction offences under this Section carry a fine not exceeding the statutory maximum or a term of imprisonment not exceeding two years, or both.

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

Additional Question 2 **Is there an easement affecting the property?**

Answer **There is no record of a formal easement agreement affecting this property.**

Informative Not Applicable.

Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"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 undertaker or of any other person; and
- (b) is not a public sewer;

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

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 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 (e);

"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 (f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

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

"map of waterworks" means the map made available under Section 198(3) of the 1991 Act (g) 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 (h), 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 (i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or
(d) otherwise;

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

"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" 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.

(2) In this Schedule, 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.

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2 - DRAINAGE AND WATER ENQUIRY (COMMERCIAL) AGREEMENT

The Customer, the Client and the Purchaser are asked to note this Agreement which governs the basis on which this drainage and water report is supplied

Definitions

'Company' means United Utilities Water Limited who produce the Report; its registered office being at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3LP, company number 2366678.

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

'Report' means the drainage and water report 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.

'Purchaser' means the actual or potential purchaser of the Property including their mortgage lender.

Agreement

1.1 The Company agrees to supply the Report to the Customer and the Client subject to this Agreement. The scope and limitations of the Report are described in clause 2 of this Agreement.

Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing this Agreement to the attention of the Client and the Purchaser.

1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Client and/or the Purchaser indicates their acceptance of this Agreement.

The Report

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

2.1 The information contained in the Report can change on a regular basis so the Company cannot be responsible to the Customer, the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was 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, completeness and legibility of the address and/or plans supplied by the Customer or Client or Purchaser.

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

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 or the Purchaser for any failure, defect or non-performance of its obligations arising from any failure to provide or delay in providing the Report to the extent that such failure or delay is due to an event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or any failure or default of a supplier or sub-contractor of the Company or any provider of any third party information except to the extent that such failure or delay is caused by the negligence of the Company.

3.2 Where a Report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, 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 the information supplied.

A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as an agent for the company from which the information was obtained.

3.2 The Report is produced for use in relation to individual commercial property transactions where the property is used solely for carrying on a trade or business, the property is intended to be developed for commercial gain or the property is not a single residential, domestic property. The Company's entire liability (except to the extent provided by clause 3.5) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £2,000,000.

In any event, the Company shall not have any liability in contract, negligence or any other tort or for breach of statutory duty or otherwise in respect of any loss of profit, loss of revenue, loss of opportunity or anticipated savings, or any indirect or consequential loss or damage that may be suffered by the Customer, the Client or the Purchaser howsoever arising. The plans attached to the report are provided pursuant to the Company's statutory duty to make such plans available for inspection (notwithstanding the provisions of this clause) and attention is drawn to the notice on the plan(s) attached to the report which applies to the plan and its contents.

3.4 Where the Customer sells this Report to a Client or Purchaser under its own name or as a reseller of the Company (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, restitution or otherwise at all) be liable to the Customer for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss)) or damage whatsoever caused in respect of the Report or any use of the Report or reliance placed upon it and the Customer shall indemnify and keep indemnified the Company in respect of any claim by the Client or the Purchaser that the Company may incur or suffer.

3.5 Nothing in this Agreement shall exclude the Company's liability for death or personal injury arising from its negligence or for fraud.

Copyright and Confidentiality

4.1 The Customer, the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided herein.

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

4.3 The Customer, the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any part of the Report including but not limited to the trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

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

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

Payment

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

5.2 Payment must be received in advance unless an account has been set up with the Company. In these cases, payment terms will be as agreed with the Company, but in any event any invoice must be paid within 30 days.

5.3 The Company reserves the right to increase fees on reasonable prior written notice at any time.

Appendix 2 continued - DRAINAGE AND WATER ENQUIRY (COMMERCIAL) AGREEMENT**Data Protection**

6.1 We will process any personal data you provide to us in accordance with the Data Protection Act 1998. Any personal information you provide to us may be used for the purposes for which the information is provided and to assist with our debt recovery processes. We may also disclose it to other companies in the United Utilities group (being United Utilities Group PLC and its subsidiary companies) and their sub-contractors in connection with those purposes, but it will not be processed for other purposes or disclosed to other third parties without your express permission. We may also utilise any information we collect so that we are able to correctly administer, develop and improve the business and services we provide to our customers.

General

7.1 If any provision of this Agreement is or becomes invalid or unenforceable, it will be taken to be removed from the rest of this Agreement to the extent that it is invalid or unenforceable. No other provision of this Agreement shall be affected.

7.2 This Agreement shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

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

7.4 This Agreement and conditions may be enforced by the Customer, the Client and the Purchaser.

7.5 Before you agree to this Agreement, please note it is your responsibility to ensure your client/customer is aware of them and that any objections are raised accordingly.

United Utilities Water Limited failure report for Water Quality Zone Z040

The following samples failed during the calendar year ending 7/1/2016

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Coliform bacteria	47	1

United Utilities Water PLC investigate all infringements of water quality standards thoroughly and take appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately and advise them not to drink the water until the risk had been removed.

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit www.unitedutilities.com or telephone 0845 746 1324, minicom 0808 143 0295.

Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities Water PLC has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

Hardness

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

Aluminium

Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

Coliform bacteria

These bacteria are usually harmless in themselves, but if present show that there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

Iron and Manganese

Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.

Appendix 2 - DRAINAGE AND WATER ENQUIRY (COMMERCIAL) AGREEMENT

Customer and Clients are asked to note the provisions of this Agreement, which govern the basis on which this drainage and water report is supplied by the Company.

Definitions

'Company' means United Utilities Water Limited (company number 2366678) who produces the Report

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

'Report' means the drainage and/or water report 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 the provisions of this Agreement. The scope and limitations of the Report are described in clause 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing this Agreement to the attention of the Client. The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of the provisions of this Agreement.

The Report

2. Whilst The Company will use reasonable skill and care 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 and does change on a regular basis and as a result 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 and 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 does not warrant 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. 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.

3.1 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 the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this Agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.2 The Report is produced for use in relation to mixed residential and commercial properties, small commercial premises, commercial developments of domestic properties or commercial properties for intended occupation by third parties and the Company's entire liability in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £2,000,000. (two million pounds sterling).

3.3 The Company shall not be liable for any of the following losses, whether arising in contract, tort (including negligence), breach of statutory duty, restitution, under any indemnity or otherwise:

(a) any loss of profits, interest, goodwill, business opportunity, business revenue or anticipated savings (whether direct, indirect or consequential in nature); or

(b) any indirect, special, punitive or consequential losses, whether of the Customer, the Client or any third party and howsoever arising out of or in connection with this Agreement, even if such losses were foreseeable and notwithstanding that it had been advised of the possibility that such losses were in the contemplation of the Customer, the Client or any third party.

3.4 Nothing in this Agreement limits or excludes or purports to limit or exclude the liability of either party for death or personal injury arising from its negligence or for fraud, fraudulent misrepresentation or any matter which cannot be lawfully excluded.

Copyright and Confidentiality

4. The Customer and the Client acknowledge that the Report is confidential and proprietary to the Company and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report vest in the Company and shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided

4.1 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in, or attached to the Report, if they have an appropriate Ordnance Survey licence.

4.2 The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter, remove or amend any trademark, copyright notice or other property marking which appears on the Report or any associated documentation provided with it.

4.3 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.4 The Customer and the Client agree to indemnify, keep indemnified and hold harmless the Company against any losses, costs, claims, damages or proceedings suffered by the Company as a result of any breach by either of them of clauses 4.1 to 4.4 inclusive above.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by the Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment for Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

General

6. If any provision of this Agreement is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.1 This Agreement shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts save that nothing shall limit or restrict the right of the Company to take proceedings in any other court of competent jurisdiction whether concurrently or not.

6.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

6.3 Each party acknowledges that in entering into this Agreement (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether party to this Agreement or not) that is not set out in this Agreement or the documents referred to in it. Each party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty, collateral Agreement or other assurance. The only remedy available to any party in respect of any representation, warranty, collateral contract or other assurance that is set out in this Agreement (or any document referred to in it) is for breach of contract under the terms of this Agreement (or the relevant document) and where any factual circumstances give rise both to a claim for breach of this contract and for misrepresentation the parties agree that the innocent party's remedies shall be limited to those for breach of contract and shall not extend to any remedy for or in respect of representation. Nothing in this Agreement shall, however, limit or exclude any liability of either party for fraud or fraudulent misrepresentation.

6.4 Nothing in this Agreement confers or purports to confer on any third party any benefit under, or any right to enforce any term of, this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999, and any terms, conditions and/or other provisions of this Contract which make reference to third parties are not intended to confer benefits, and are not to be construed as conferring benefits, upon such third parties.