



Regulated Drainage and Water Report

Property Address
Land At St Wulstans And St Edmunds
Primary, Broadway
Fleetwood
FY7 7JY

Report Prepared for
Lancashire County Council
Po Box 78
County Hall, Fishergate
Preston
Lancashire
PR1 8XJ

Search No:
1726124

Report Summary

Client Reference:
AW2. 889.526

Mains Water **Refer to developer**

Plan Attached:
Yes

Foul Water **Refer to developer**

Sewerage Undertaker:
UNITED UTILITIES WATER LIMITED

Surface Water Sewer **Refer to developer**

Water Undertaker:
UNITED UTILITIES WATER LIMITED




Drainage Assets within Boundary **No**

Water Assets within Boundary **No**

Subject to Adoption Agreement **No**

This report has been compiled from data obtained as a result of examination in person of the map of public sewers and map of waterworks held by the respective Water Companies. It is designed to be used in conjunction with the properties sewage and water bills, and/or your own survey of the property and/or in conjunction with the Vendor's property information form (TA6) or similar. Please also see attached notes.

To assist quick interpretation of this report the summary uses the following colour coding:

Low Risk	
May Require Attention	
Requires Attention	

This report was provided and compiled by Index North West

Index Property Information
 North West Office
 91 Albert Road
 Widnes
 Cheshire
 WA8 6JS

On behalf of Index Property Information
 Signed: 
 Date: 06/03/2019

Tel: 0844 701 6009

Customer Service: If you have any enquiries or require any further information regarding this search, please contact us on 0844 701 6009 or e-mail northwest@indexpi.co.uk



Drainage Enquiries

Who is the sewage undertaker for this area?

UNITED UTILITIES WATER LIMITED
HAWESWATER HOUSE
LINGLEY MERE BUSINESS PARK
LINGLEY GREEN AVENUE
GREAT SANKEY
WARRINGTON
WA5 3LP

Is a plan included where the relevant sewerage assets have been transcribed?

PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE

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 (as amended by the Water Industry Act 1999). A Sewerage Undertaker 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 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. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

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

PLEASE REFER TO THE DEVELOPER.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. Sewerage Undertakers are not responsible for any 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. 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.

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

PLEASE REFER TO THE DEVELOPER.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendor's property information form. 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.

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 THE SEWERS SERVING THE PROPERTY ARE NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. 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 (as amended by the Water Industry Act 1999).

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

THE MAP INDICATES THERE ARE NO PUBLIC SEWERS, DISPOSAL MAINS OR LATERAL DRAINS WITHIN THE BOUNDARIES OF THE PROPERTY.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. 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.

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

PLEASE REFER TO ATTACHED PLAN FOR INDICATIVE LOCATION OF PUBLIC SEWERS.

GUIDANCE NOTE

The above answer is inferred from the proximity of a public sewer as indicated on the attached plan. Please view this report in conjunction with the property's sewerage and water bills and/or your own survey of the property and/or in conjunction with the vendors property information form. 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.

Water Enquiries

Who is the water undertaker for this area?

UNITED UTILITIES WATER LIMITED
 HAWESWATER HOUSE
 LINGLEY MERE BUSINESS PARK
 LINGLEY GREEN AVENUE
 GREAT SANKEY
 WARRINGTON
 WA5 3LP

Is a plan included where the relevant water assets have been transcribed?

PLEASE REFER TO THE ATTACHED MAP WHERE RELEVANT ASSETS HAVE BEEN TRANSCRIBED.

GUIDANCE NOTE

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 (as amended by the Water Industry Act 1999). Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. 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 of 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.

Is the property connected to the mains water supply?

PLEASE REFER TO THE DEVELOPER.

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 SUPPLY SERVING THE PROPERTY IS NOT THE SUBJECT OF AN EXISTING ADOPTION AGREEMENT OR APPLICATION FOR SUCH AN AGREEMENT.

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

THE MAP INDICATES THERE ARE NO WATER MAINS OR ASSETS WITHIN THE BOUNDARY OF THE PROPERTY.

GUIDANCE NOTE

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.

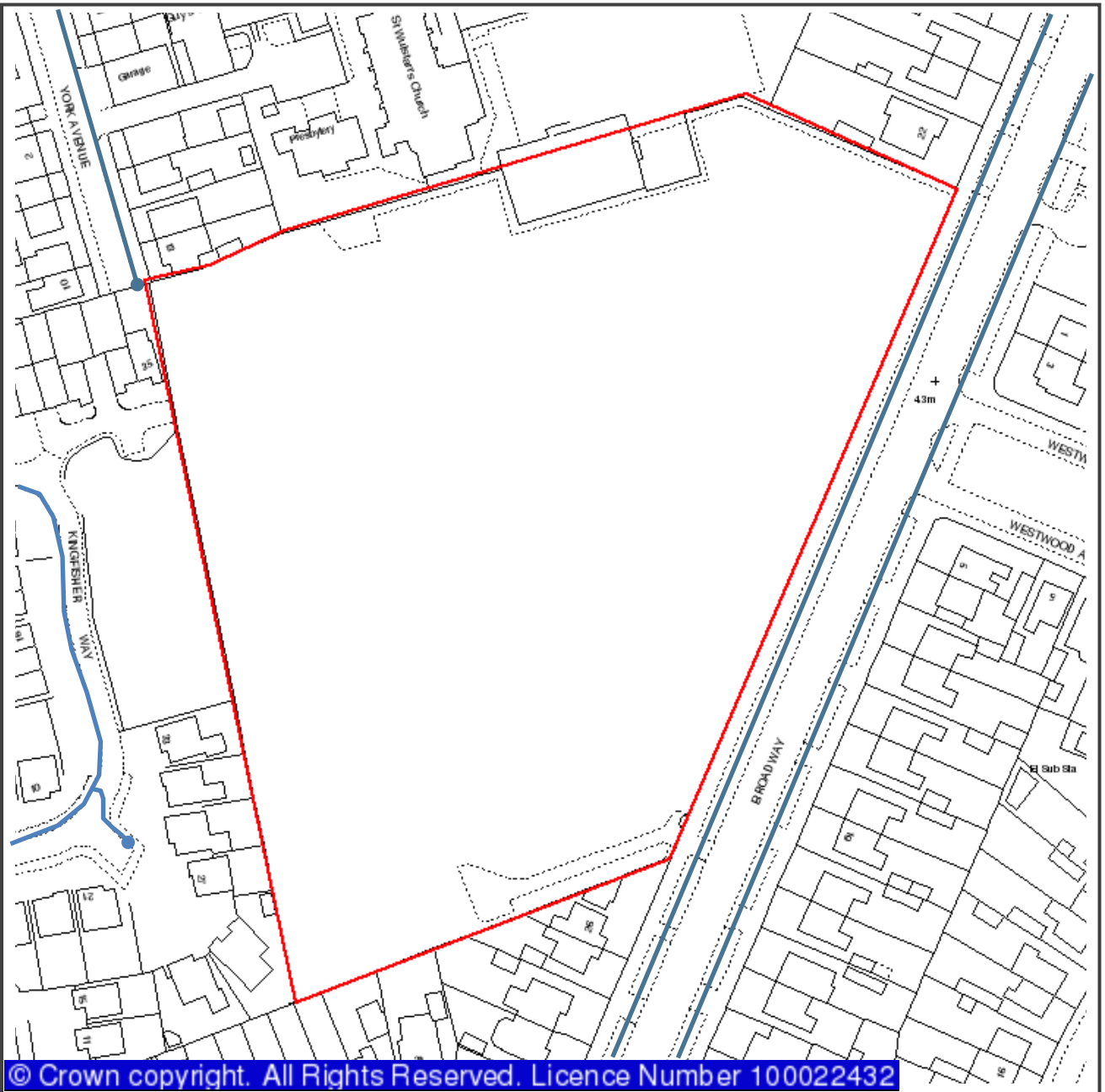
Billing Matters

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

PLEASE REFER TO THE VENDOR.

GUIDANCE NOTE

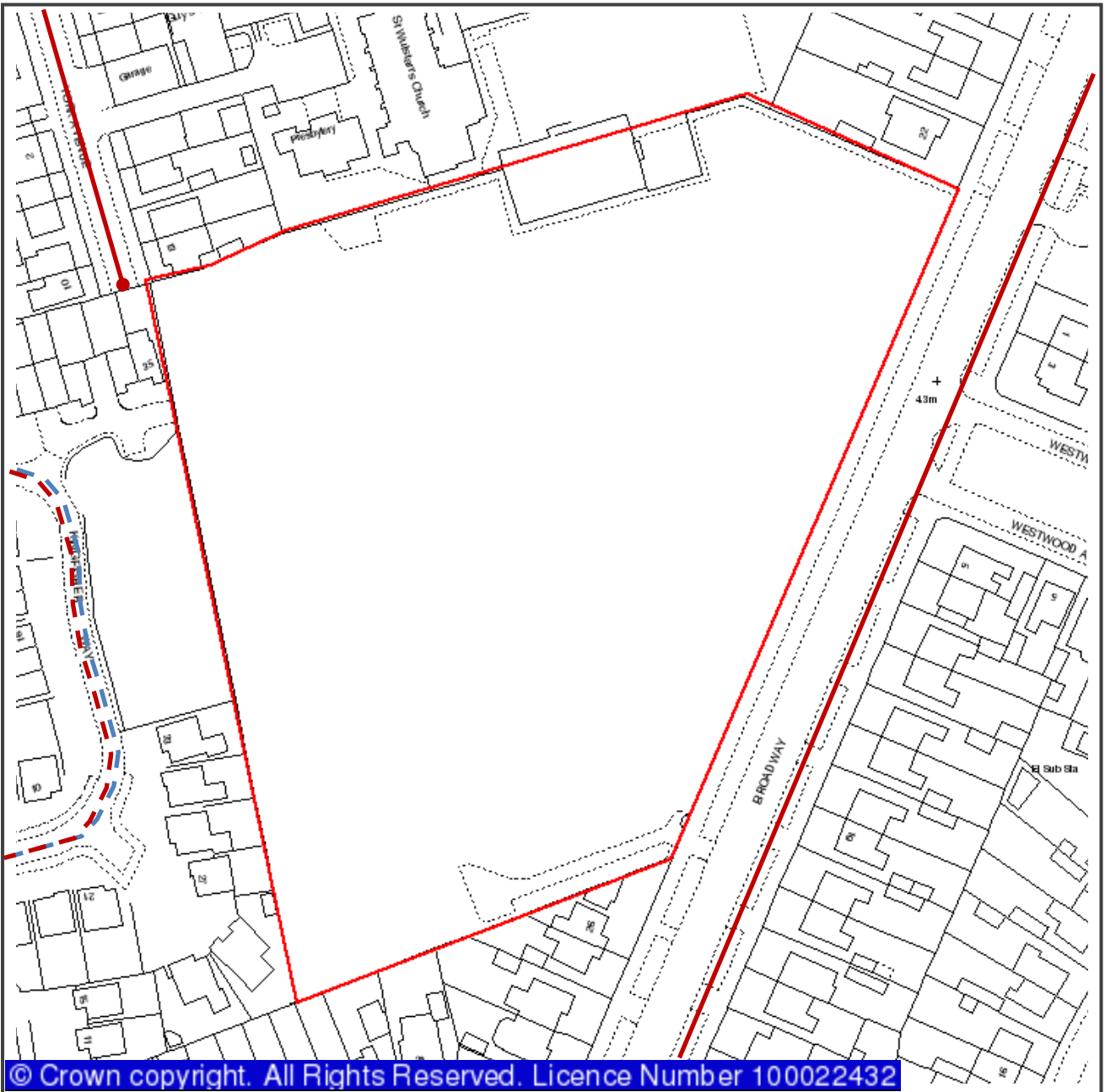
Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other 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.



LEGEND

WATER MAIN	
LARGE TRUNK MAIN	
PROPOSED WATER MAIN	
ABANDONED MAIN	
CONCESSIONARY PIPE	

N



LEGEND

COMBINED SEWER		RISING MAIN SEWER	
FOUL SEWER		FOUL SEWER SECTION 104	
SURFACE SEWER		SURFACE WATER SECTION 104	
PRIVATE SURFACE SEWER		MANHOLE	
PRIVATE FOUL SEWER		SURFACE MANHOLE	
OVERFLOW SEWER			
SLUDGE SEWER			

1. Definitions and Interpretation

- 1.1 In these Conditions the following words shall have the meanings set opposite them:

“Charges” mean our financial charges for providing the Services, which will be notified to You when You submit Your Order.

“Client” shall include (i) The individual(s) or business entity of whom You act on whose behalf You are using the Services (ii) The individual(s) or business entity who has or are considering acquiring an interest in or charge over the Property to which the Services relate. (iii) The individual(s) or business entity who acts in a professional or advisory capacity for any person using the Services.

“Confirmation of Order” means our written acceptance of the Order.

“Contract” means the legally-binding agreement between Us and You for the supply by Us of the Services and which incorporates these Conditions.

“Data Provider” means a third-party provider of data used in a Report

“Intellectual Property Rights” means any intellectual property right, including, without limitation, copyright, database rights, trademarks, patents, trade secrets or design rights.

“Invoice” means an invoice in respect of the Services issued by Us to You.

“Order” means Your request for Us to provide the Services which You place by communicating or sending it to Us by electronic or other pre-agreed means.

“Property” means the property address or location of the buildings, land, fixtures and all chattels for which You require a Report.

“Index” means the party with whom You place an Order for the Services which may be Index Property Information Limited, Index Insure Limited or any one or a combination of affiliated businesses.

“Report” means any report/document that You have asked Us to deliver to You as detailed in the Order.

“Required Information” means all information required to submit an Order to Us which shall enable Us to provide the Services to You and which shall be included in the Order.

“Search Code” means the ‘Council of Property Search Organisations’ search code.

“Third Party Report” means any Report that We procure from a third party on Your behalf for the purpose of providing the Services to You.

“Services” mean the provision of Reports to You.

“Us” or **“We”** or Our means Index.

“You” or **“Your”** means the conveyancer and/or the conveyancer’s firm acting on behalf of the Client.

- 1.2 Headings used in these Conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

- 2.1 Your personal details and any details identifying the Client are held on a secure database in accordance with relevant data protection legislation and those details are used solely for the provision of the Services. We shall not pass confidential customer information to other organisations unless You specifically authorise Index to do so.
- 2.2 Your Order will be retained by Us in an electronic format and will be available for inspection upon reasonable notice for a period of 6 years from the date of the Order.
- 2.3 Index will use personal information which We hold about You and/or the Client to provide the Services to You, for credit control and market research purposes and to inform You about Our Services and products and legal developments and training sessions or events which We believe may be of interest to You.
- 2.4 Except in the situations listed above or as required or allowed by other regulations, We will not pass, disclose, rent or sell Your personal information or the Client’s personal information (other than any personal information which is already publicly available and which is incorporated into Our search products) to any third party without Your prior consent.

3. The Services

- 3.1 An Order will be deemed to be an offer to purchase Services from Us on these Conditions.
- 3.2 We will not be obliged to accept any Order. No Contract for Services will come into force until Confirmation of Order has been provided to You by Us.
- 3.3 These Conditions alone will apply to (and will form part of) the Contract. They supersede any previously issued terms and conditions of supply.
- 3.4 No terms or conditions endorsed on, delivered with, or contained in the Client’s purchase Order, Confirmation of Order, specification or other document will form part of the Contract and in the event of any conflict these conditions shall prevail.
- 3.5 No variation of the Conditions or to an Order will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Index.
- 3.6 Each Order, if accepted by Us, will constitute a separate and severable Contract.
- 3.7 Upon receiving and accepting Your Order We shall provide a Confirmation of Order. Once this is issued We shall commence work on Your Order.
- 3.8 Any indication that We may give as to the time in which We will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Report within the timescale that We have estimated. Due to variations in availability of the information You agree that time of delivery of Reports is not of the essence and that delivery may take place as soon as is reasonably possible after Confirmation of Order has been provided.

4. Charges

- 4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.
- 4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.
- 4.3 You shall pay the Invoice in full and in cleared funds within 30 days of delivery of the Report. Time of payment is of the essence.
- 4.4 If You fail to make any payment due to Us under these Conditions by the due date for payment (Due Date), then We shall charge interest at a rate of 1.75% per month. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount.
- 4.5 You shall pay all amounts due under these Conditions in full and Index reserve the right to suspend or discontinue the Service without notice to You in the event of repeated non-payment of the Services by You.

5. Warranties

- 5.1 We will:
- Recommend relevant Reports which may be carried out against the Property Should You ask Us to;
 - Pass Orders onto the relevant Data Provider;
 - Forward the Report to You electronically or otherwise as You may request in the Order;
 - Ensure that Reports are accessible by You at www.indexlive.co.uk by using Your unique login and password;
 - Comply with the Search Code which is regulated by the Property Codes Compliance Board.
 - We are authorised to provide all the Services contained in this Agreement.
 - Use our expertise and skill to provide the Services to You and will keep You updated with any new Third Party Reports and Reports.
- 5.2 You will provide Us with the Required Information in Your Order. You warrant that the information supplied by You is complete, correct and up to date.
- 5.3 You will notify Us immediately on You becoming aware of any inaccuracy contained within the Order. If We receive Your notification before the Confirmation of Order is sent, We will change the Order accordingly. If We receive Your notification after the Confirmation of Order is sent, We will attempt to alter the Services to reflect the new

information but You will be responsible for our reasonable costs in changing the Services. Whether or not it is possible to alter the Services will depend on the progress of the Services at the time of notification to Us of the inaccurate information and the nature of the changes to the information and You acknowledge that it may not be possible to alter the Services at that time and You will therefore be required to submit a new Order and you will be responsible for the abortive costs.

5.4 If ordering online, You will provide an electronic mailing address. If ordering by other means or if email communication (or electronic communication) is not available, You shall communicate by first class post or via a facsimile machine. In all communication You will provide a return address. In providing this address You agree that communications between Us and You will be through these means.

6. Cancellation

If You cancel Your Order after We have provided the Confirmation of Order any refund of monies already paid will be at Our discretion and You will remain liable to pay any Charges that have been reasonably incurred by Us.

7. Intellectual Property Rights and Proprietorship

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in Us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

7.2 You will not acquire, nor will You attempt to register any Intellectual Property Rights in any Reports whether on Your own behalf or on behalf of the Client. You further agree not to use the Reports in whole or part other than as is expressly permitted by these Conditions.

7.3 Title to the Index products and Services which are the subject of Your Order shall remain the property of Index and shall not pass to You or any third party until the Charges notified to You have been paid to Us in full.

8. Limitation of Liability

8.1 We will use Our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept that the information on which any Report is based may be subject to change from the date of its publication and We will not be liable for failing to include in or omit from the Report, any information which becomes available after the date of publication or provision of the Services.

8.2 We have in place Professional Indemnity Insurance from £5 million in respect of each and every claim in respect of our work in preparing collating and providing a Report and providing Third Party Reports as part of the Services to you.

8.3 Where the value of the Property exceeds the amount set out in clause 8.2 it is Your responsibility to inform Us upon submission of the Order so that We may arrange additional or alternative insurance cover to take into account the increased value. If no such notification is received by Us with the Order, any claim against Us will be limited to the amount set out in clause 8.2.

8.4 We cannot accept liability for any negligent or incorrect entry in the registers which We search.

8.5 We shall not accept any responsibility or liability for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by You.

8.6 A Report may contain information supplied by a Data Provider. We may also supply (as intermediary) a Report that has been wholly created by a Data Provider. These Data Providers are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or to be covered by statutory compensation arrangements. We shall not accept liability for any loss or consequence of the act or omission of a Data Provider except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client against a Data Provider concerning the supply by that Data Provider of an incorrect or incomplete Report and shall, where

possible, assign to You (or a Client at Your direction) at Your cost the benefit of any warranty, guarantee or indemnity given to Us by such Data Provider or of which We have the benefit .

8.7 We shall not be liable to You for any loss caused by a failure by You or Your Client to have in place all necessary means of receiving the Services the maintenance of internet access, email facilities and security measures.

8.8 We acknowledge that You may make Reports available to Clients in the normal course of Your business and agree that where You do so then any such Client shall have the benefit of enforcing Your rights under these Conditions as if the Client were a party to the Contract, including where Reports are placed in a data room or other file sharing environment as part of a wider transaction.

8.9 Nothing in these Conditions shall limit or exclude Our liability for any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

8.10 Subject to clause 8.9:

The Company shall not be liable to You or any third party for any loss of profits or Contracts (whether direct or indirect) or for any indirect or consequential loss whether arising from negligence, breach of Contract or howsoever.

8.11 We will not be liable in Contract, tort, negligence and statutory duty or otherwise, for any loss or damage whatsoever caused by any act or omission of a Data Provider or inaccuracies in or omissions from any responses provided by a Data Provider.

8.12 The information and data used to generate search alerts is derived from publicly available records and other third-party sources and We do not warrant the accuracy or completeness of such information or data. We do not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.

9. Force Majeure

We will not be liable for any failure to perform the Services due to any event beyond Our reasonable control. However, if our performance of the Services is delayed due to any event beyond our reasonable control, We will notify You promptly.

10. Assignment

You acknowledge that Index may use one or more Data Provider to fulfil provision of the Services on the terms set out in this Agreement. Subject to the other terms of this Agreement, Index will remain responsible for, and liable to You, in respect of the provision of the Services by such Data Provider.

11. General

11.1 You acknowledge that in instructing Us to provide the Services You do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.2 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect; such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.

11.3 Any failure by Us to enforce a breach of these Conditions by You will not be deemed to be a waiver of any subsequent breach of these Conditions that You may make.

11.4 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between Us or You or the relationship of principal and agent or employer and employee.

11.5 These Conditions will be governed by English law.

12. Independent Dispute Resolution

If You make a complaint and We are unable to resolve it to your satisfaction, you may refer the complaint to the Property Ombudsman Scheme (web site: www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.



Regulated Search

Important Consumer Information

This search has been produced Index Property Information, Head Office is at 1-3 Langham Barns, Langham Lane, Colchester, Essex, CO4 5ZS, Tel: 01206 273 423, E-mail info@indexpi.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 United Kingdom
- 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 Search 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 products and services comply with industry registration rules and standards and relevant laws
- 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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience 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 site: www.tpos.co.uk
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

Complaints Procedure

If you want to make a complaint, we will:

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

Complaints should be sent to: Nikki Younger, Network Manager, Index Property Information, 1-3 Langham Barns, Langham Lane, Colchester, Essex, CO4 5ZS, Tel: 01206 273 423, E-mail: nikki@indexpi.co.uk.

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

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

