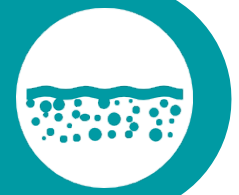


# SuDSmart Plus



## Sustainable Drainage Assessment

### Site Address

Land to the rear of 122-23 High Street  
Uxbridge  
UB8 1SN

### Date

2026-05-21

### Report Status

FINAL

### Grid Reference

505418, 184376

### Site Area

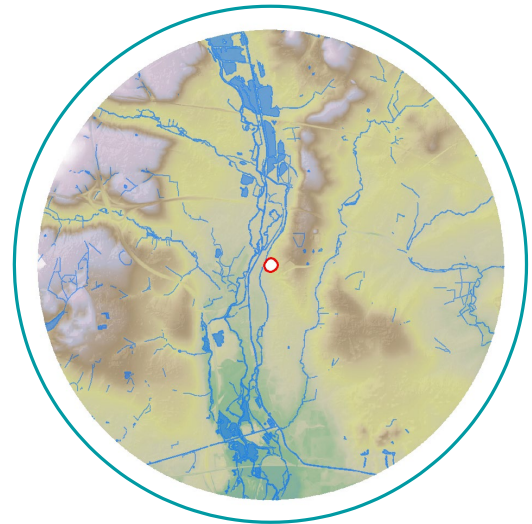
638 m<sup>2</sup>

### Report Prepared for

Shield Berks Ltd.  
9 Peter James Business Centre  
Pump Lane  
Hayes  
UB3 3NT

### Report Reference

75667R4



## Infiltrate to ground

The proposed Sustainable Drainage Scheme (SuDS) strategy is comprised of self-draining permeable paving and a soakaway for surface water to infiltrate to ground. The scheme is designed to attenuate surface water runoff during a 1 in 100 plus 40 % climate change event.

Infiltration testing should be undertaken to confirm the capacity and suitability of the underlying geology to accept surface water from the proposed development.

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## Version Control

Report Version	Date	Version	Report Author	Report Checker	Report Reviewer
75667R1	09/12/2021	Final report	James Robinson Consultant	Alan White Principal Consultant	Bob Sargent Associate
75667R2	12/05/2022	Amendments to address LPA comments	James Robinson Project Consultant	N/A	
75667R3	12/05/2026	Amendments to reflect new landscaping proposals	Annabel Elleray Senior Project Consultant	Jessica Bayliff Principal Consultant	
75667R4	21/05/2026	Minor amendments	Annabel Elleray Senior Project Consultant	N/A	

## 2 Executive summary



This report assesses the feasibility of a range of Sustainable Drainage Scheme (SuDS) options in support of the Site development process. The report has been prepared to support a S73 application for amendments to the proposed landscaping and service yard layout, approved under planning ref: 6616/APP/2019/3268.

A SuDS strategy is proposed to ensure surface water runoff can be managed effectively over the lifetime of the development.

### SuDS suitability

Risk	Issue	Result
Runoff destination feasibility	Priority 1: rainwater collected for non-potable use	No
	Priority 2: infiltration to ground	Low
	Priority 3: discharge to an above ground surface water body	Low
	Priority 4: discharge to surface water sewer	High
	Priority 5: discharge to combined sewer	Low
Flooding	What is the river (fluvial) flood risk at the Site?	Very Low
	What is the surface water (pluvial) flood risk at the Site?	Very Low to High
	What is the groundwater flood risk at the Site?	Negligible
Pollution	Is the groundwater a protected resource?	No
	Is the surface water feature a protected resource?	N/A

### Summary of existing and proposed development

Development proposals comprise the demolition of the existing building and the construction of a three-storey residential building comprising of five units, as well as associated access point, car parking, cycle parking, bin facilities and landscaped areas.

*Note: the development has already been constructed, and this strategy has been prepared to support proposed amendments to the layout of the rear car park and landscaping.*

# National Standard 1: Runoff Destinations

## Priority 1: collection for non-potable use

In line with DEFRA's national guidance, the potential for the collection of rainwater for non-potable use across the proposed development has been considered.

An assessment of the potential for rainwater collection and re-use across the proposed development has been undertaken, which confirms that there is limited scope for the collection and re-use of rainwater due to the modest extent of the proposed landscaped areas.

## Priority 2: infiltration to ground

GeoSmart's SuDS Infiltration Potential (SD50) map indicates the Site has a High potential for infiltration, primarily due to the anticipated high permeability of the underlying geology (Lynch Hill Gravel Member). Therefore, discharging runoff to ground is considered feasible at the Site and is proposed. *Note: a soakaway has already been constructed at the development, which accepts runoff from the building roof.*

## Priority 3: discharge to above ground surface water body

Ordnance Survey (OS) mapping indicates that there are no surface water features within 100 m of the Site. Therefore, discharge to surface water feature is not feasible.

## Priority 4: discharge to surface water sewer

The regulated drainage and water search included in Appendix C confirms the Site is located c. 20 m from a public surface water sewer along the High Street. Therefore, discharging runoff from the building into the public surface water sewer is likely to be feasible.

## Priority 5: discharge to combined sewer

The regulated drainage and water search included in Appendix C confirms that there are no public combined sewers within the vicinity of the Site that could feasibly be discharged to. As such, discharge to combined sewer is not considered to be feasible.

## Runoff rate and attenuation requirements

Discharging via infiltration requires 7.70 m<sup>3</sup> of attenuation to be provided to ensure there is no flooding as a result of the development in all storm events up to and including the 1 in 100 year including a 40% allowance for climate change. This volume has been calculated using Causeway Flow v.15.0 based on an assumed infiltration rate of 3 x 10<sup>-4</sup> m/s, taken from Table 25.1 of the CIRIA SuDS (C753) (2015) as the worst case for 'sandy gravel' soil types. This volume is subject to the results of infiltration testing and would ensure runoff is not increased above the greenfield scenario.

## Proposed SuDS strategy

SuDS features comprised of unlined permeable paving and a soakaway are proposed to attenuate the required 7.70 m<sup>3</sup> of surface water runoff. The SuDS features would provide some water quality benefits (interception and filtration) prior to infiltrating to ground. Focused infiltration features should be sited at least 5 m from building foundations and from adjacent highways. *Note: the proposed soakaway has already been constructed; its dimensions and sizing have been included within the drainage calculations).*

The proposed SuDS strategy would ensure surface water runoff is stored on-Site in SuDS features for the 1 in 100 year event including a 40% allowance for climate change and will not cause flooding to the proposed development in accordance with DEFRA's national standards (2025).

## SuDS & drainage network maintenance

The management and maintenance of the SuDS features, in line with the details and schedules outlined in Section 10 of this report, will be undertaken by contractors appointed by the owners and management of the new residential building, where payments for the works will form part of the property deeds and / or rental agreements.

## Recommendations / Next steps

A site investigation is required to confirm the infiltration capacity of the ground in line with BRE 365 guidelines to confirm the infiltration rate and the groundwater level.

Given the previous commercial use of the Site, consideration should be made to the undertaking a contaminated land assessment to assess the potential presence of contaminants which could be mobilised by infiltration features (where not done so already).

## 3 Proposed SuDS strategy



The most suitable SuDS options are outlined below and a SuDS strategy schematic is shown overleaf. Supporting information is provided in subsequent sections.

**Table 1. Proposed SuDS type, features, discharge location and rate restriction**

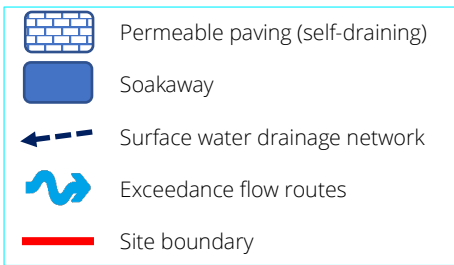
SuDS type	Source control (interception) and infiltration SuDS.
SuDS features	Permeable paving and a soakaway.
Discharge location	Infiltrate to ground.
Discharge rate	$3 \times 10^{-4}$ m/s (1.08 m/hr)*.

\*An assumed infiltration rate taken from Table 25.1 of the CIRIA SuDS manual (2015) as the worst case for 'sandy gravel' soil types – to be confirmed via infiltration testing.

**Table 2. Proposed SuDS sizing (dimensions) and attenuation volumes**

Permeable paving	Permeable paving is proposed to be utilised within the car parking and hard standing areas. This will be an unfocused infiltration feature reducing the total area of impermeable surfaces, mimicking greenfield conditions.
Soakaway	A soakaway for the proposed new building with an approximate length of 2 m, width of 4 m and depth of 3 m, filled with geo-cellular crates with a 95% void ratio, will provide the required c. 7.70 m <sup>3</sup> attenuation (as indicated within the Flow calculations).
Total Attenuation Provided	7.70 m <sup>3</sup>

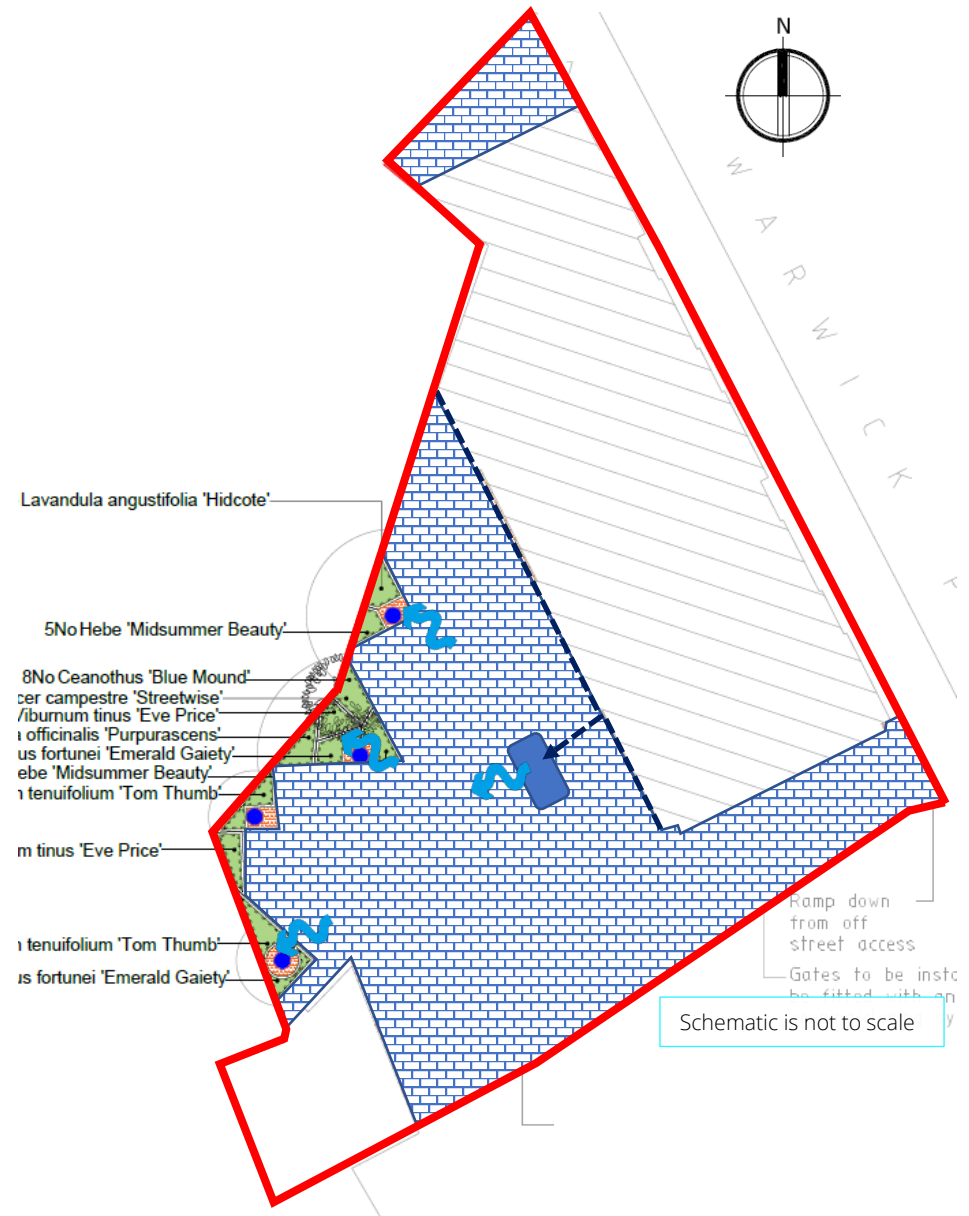
# Figure 1. Proposed SuDS scheme layout



Surface water runoff from the proposed building will be captured by guttering and a downpipe network to be conveyed into the proposed soakaway, for infiltration to ground. It should be noted that the soakaway has already been constructed; the layout and drainage network shown within the schematic is indicative, with the exact location of the soakaway not confirmed.

Self-draining permeable paving is proposed for the car park and hard standing areas to reduce the overall area of impermeable surfaces, closer mimicking greenfield conditions.

Exceedance flow routes are directed away from the proposed building and towards the areas of proposed landscaping.





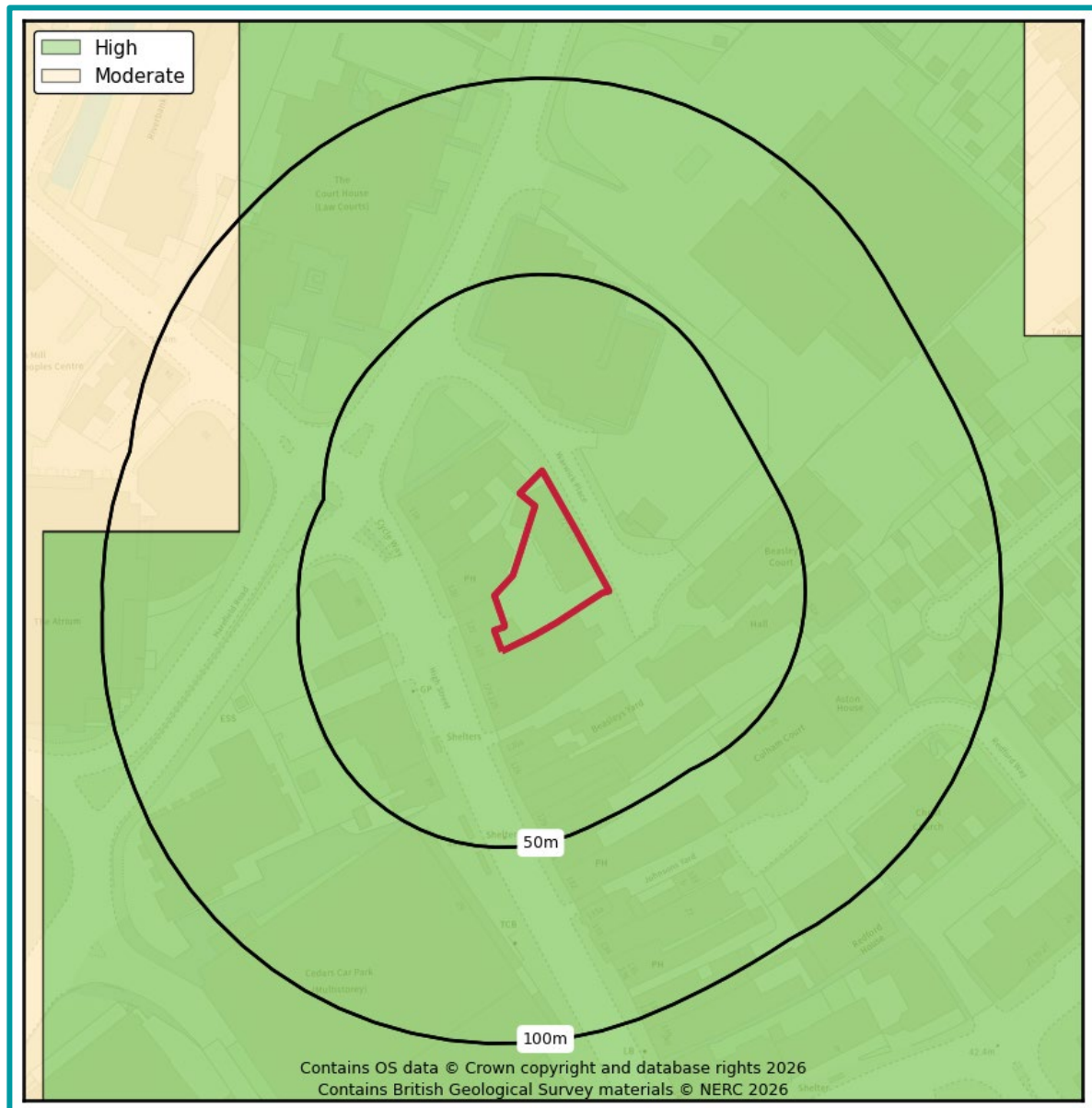
## Site location

Figure 1. Aerial Imagery (Bluesky, 2026)



The above map shows the arrangement of the Site. The eastern boundary is occupied by the proposed residential building; however, this is not shown within the aerial or OS mapping as it has been recently constructed.

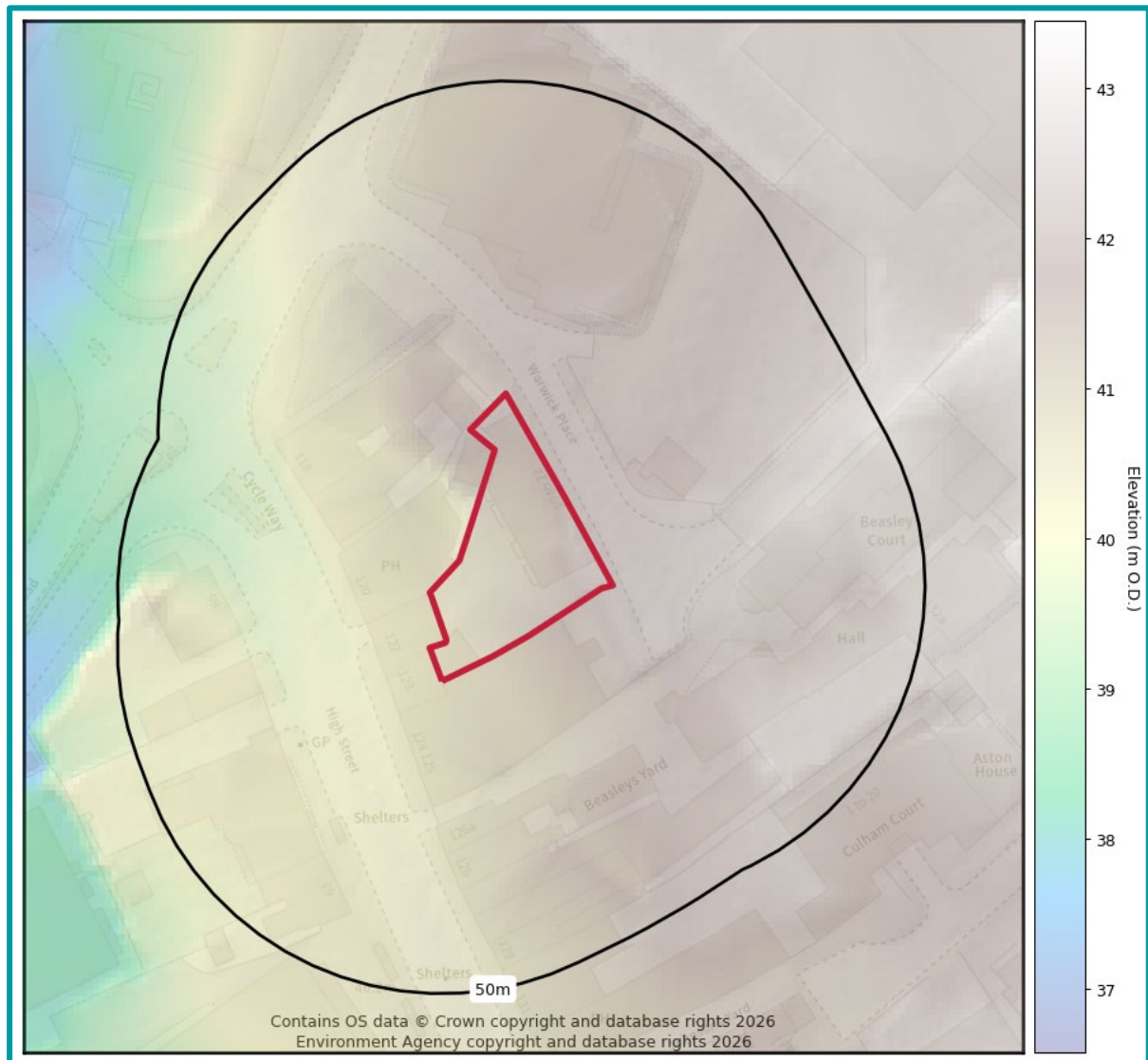
Figure 2. SuDS infiltration suitability (SD50) map (GeoSmart, 2026)



The GeoSmart SuDS Infiltration Suitability Map (SD50) screens the potential for infiltration drainage at the Site and indicates where further assessment is recommended. The map combines information on the thickness and permeability of the underlying material and the depth to the high groundwater table. It supports conceptual Site drainage design and the planning of further Site investigation.

The SD50 map indicates there is High potential for infiltration SuDS across the Site.

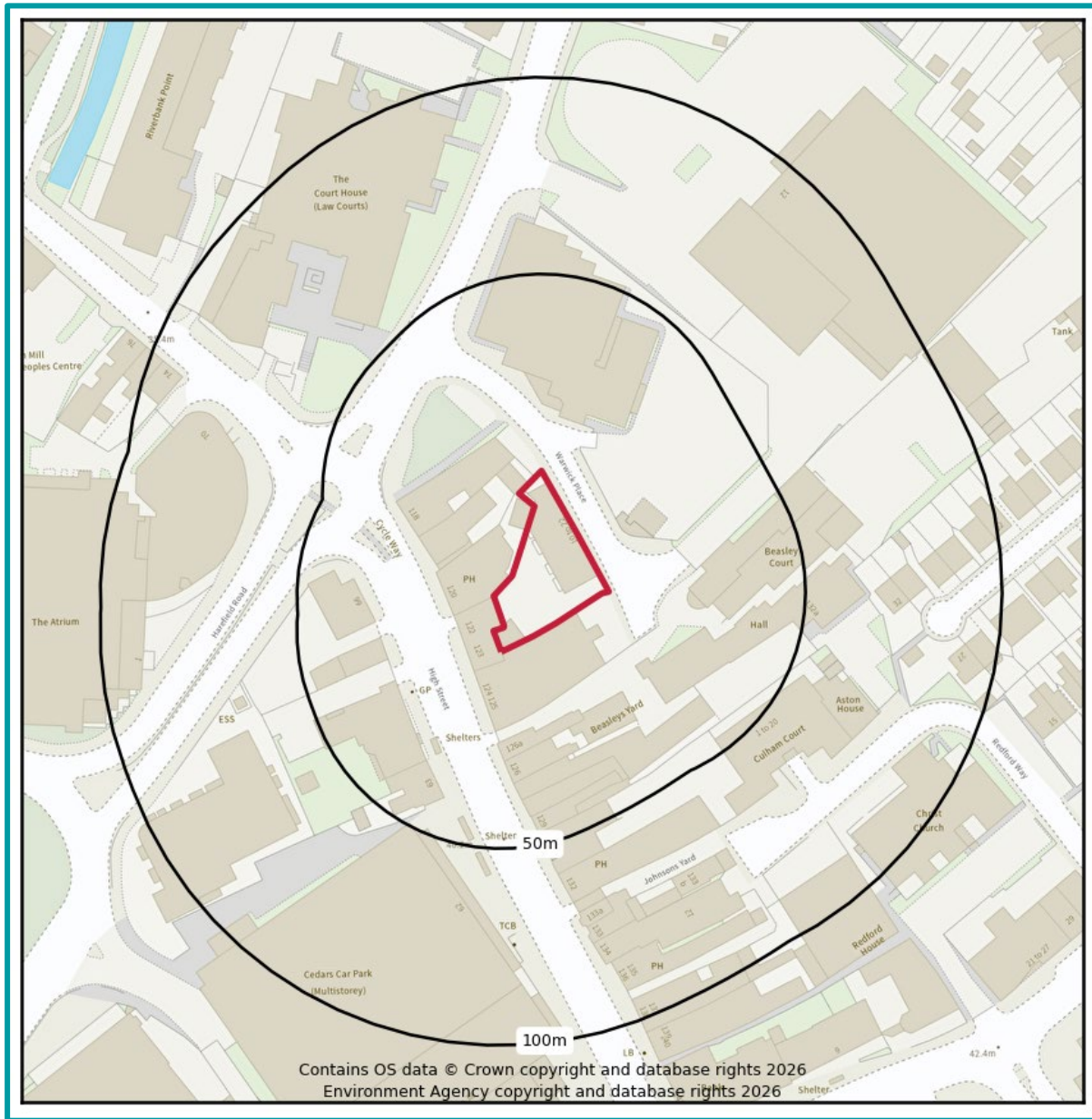
Figure 3. Site topography (GeoSmart, 2026)



An assessment of the topography at the Site has been undertaken using LiDAR DTM5 elevation data to identify the general slope and any localised depressions. The mapping shows a comparison between average ground levels on the Site with ground levels in the surrounding area. The mapping confirms the overall Site is generally level.

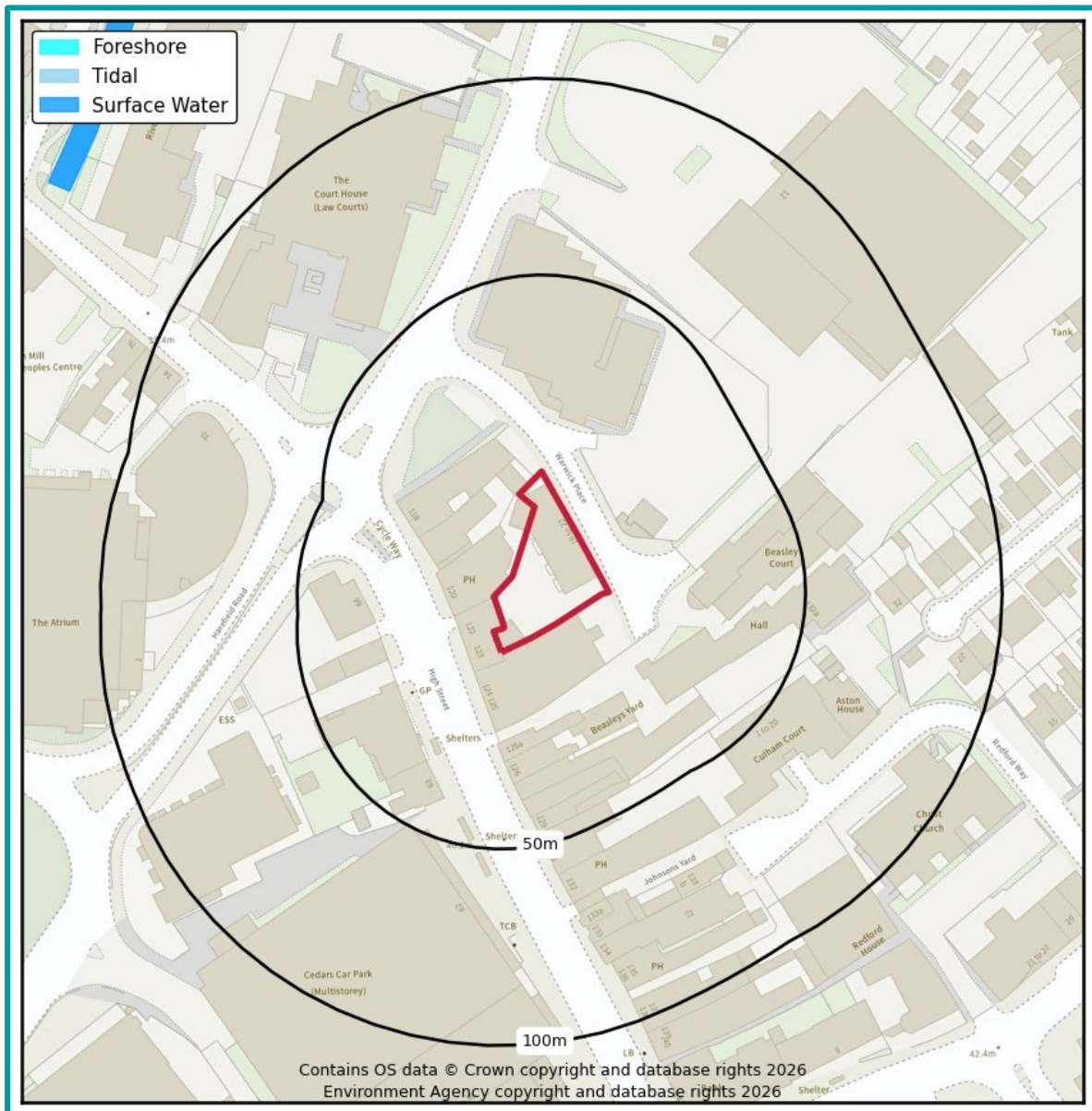
Further analysis could be undertaken by visiting the Site or by collecting additional topographic survey data to provide further confirmation of ground levels.

Figure 4. Source protection zone map (EA, 2026)



An assessment of the EA's groundwater Source Protection Zones (SPZs) has been undertaken within the vicinity of the Site and confirms the Site is not located within an SPZ.

Figure 5. Surface water features map (EA, 2026)

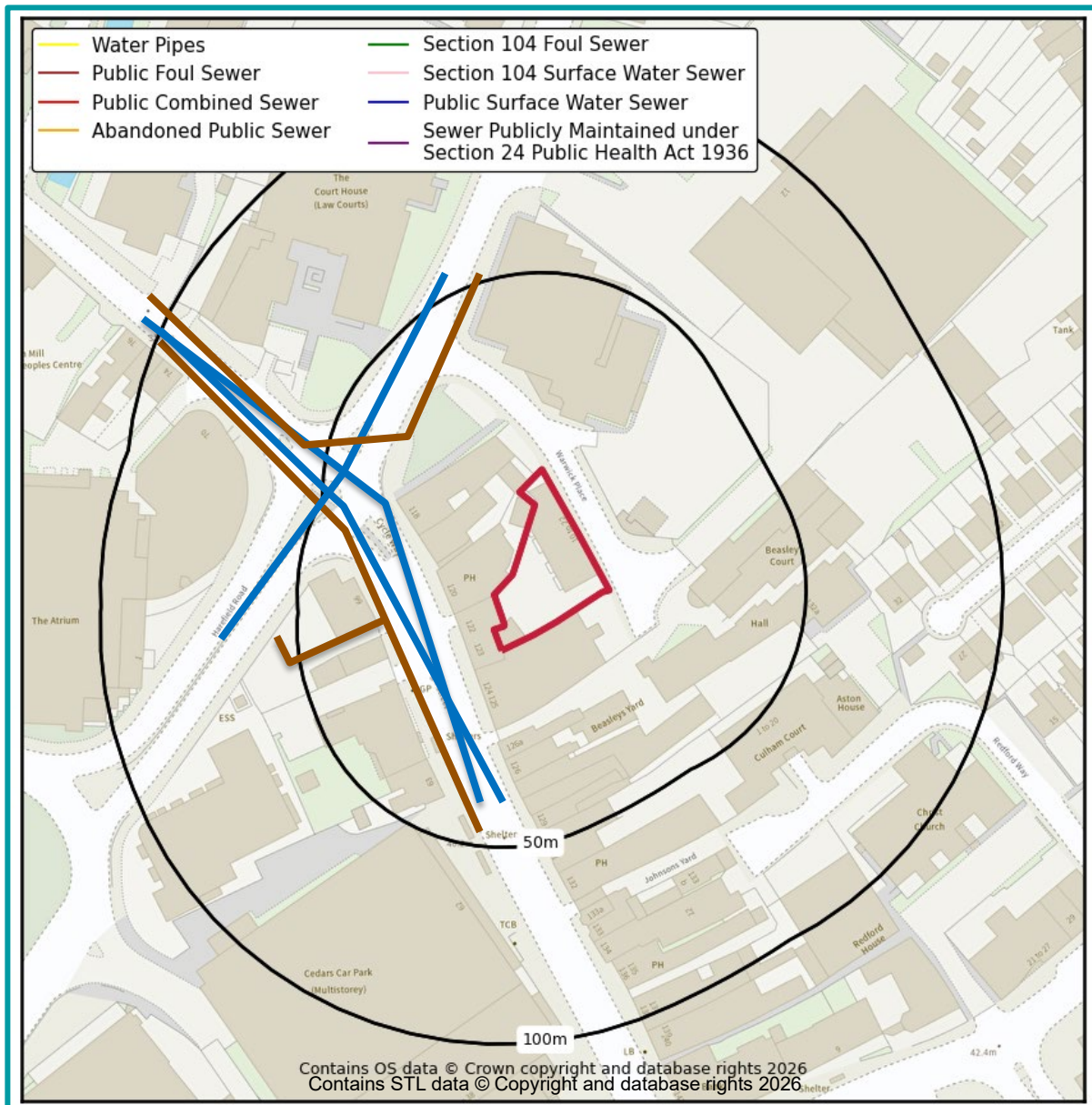


OS mapping indicates there are no surface water features within 100 m of the Site. Therefore, discharging runoff to surface water features is not considered to be feasible.

According to the DEFRA's Magic Map, the Site is not within 250 m of a SSSI or SPA.

Further analysis could be undertaken by visiting the Site or by contacting the Local Council and the Environment Agency (EA) to confirm the presence, location and condition of any unmapped surface water features.

Figure 6. Sewer features map (OS, 2026, & STL, 2022)



GeoSmart has undertaken an assessment of the location of sewer features within the vicinity of the Site. According to the regulated drainage and water search obtained for the Site (Appendix C), a public surface water sewer is located c. 20 m to the west of the Site; therefore, discharge to sewer is likely to be appropriate.

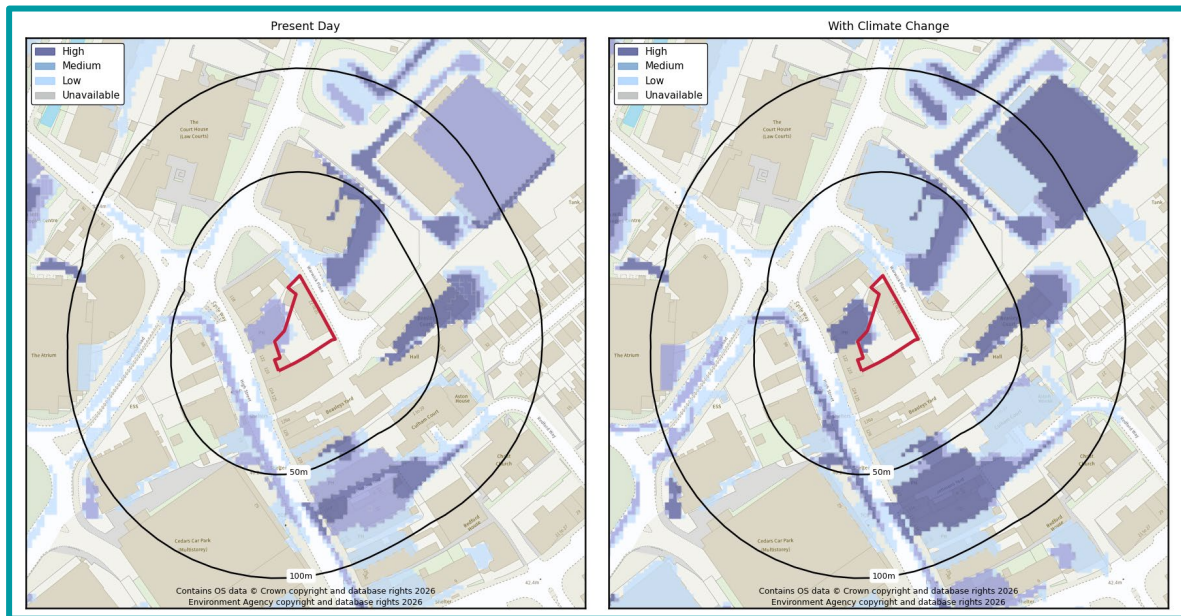
Further analysis of the connections and condition of the public surface water drainage system should be undertaken by carrying out a CCTV survey or by contacting the drainage provider or the Local Council to confirm the presence, location and condition of the sewer.

Figure 7. Risk of flooding from rivers & sea map (EA, 2026)



According to the EA's Risk of Flooding from Rivers and the Sea (RoFRS) map, the Site has a Very Low risk of flooding from fluvial or coastal flooding during both the present day and climate change (2036 to 2069) scenarios, with less than 0.1% annual probability of flooding. Therefore, the SuDS design is unlikely to be affected.

Figure 8. Risk of surface water flooding map (EA, 2026)

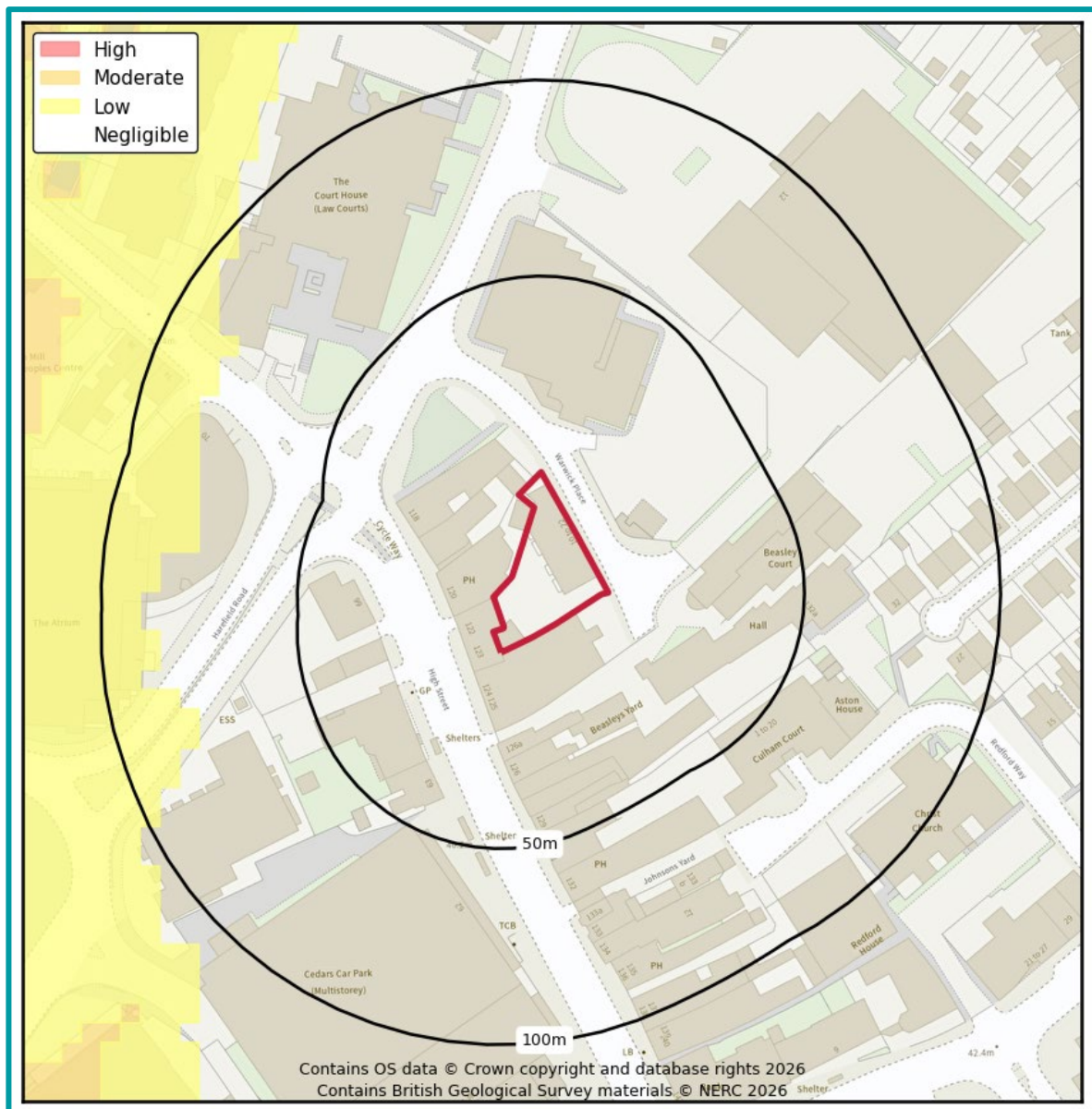


GeoSmart have undertaken an assessment of the risk of flooding from surface water (pluvial) sources within the vicinity of the Site using the EA's Risk of Flooding from Surface Water (RoFSW) mapping. The EA's mapping confirms the Site is considered to be at Very Low to Medium risk of surface water flooding during the present day scenario, rising to Very Low to High risk during the 2050s epoch.

The previous map shows the extent of flooding during a range of annual exceedance probability (AEP) events during both the present day and climate change (2050s) scenarios; this indicates that there are areas within the proposed car parking and landscaped areas that could be affected by flooding during the 1 in 100 year and 1 in 1000 year present day events.

Further analysis could be undertaken by visiting the Site or by contacting the Local Council and the Environment Agency to confirm the pluvial flood risk, flood depths and velocities where applicable.

Figure 9. Groundwater flood risk (GW5) map (GeoSmart, 2026)



GeoSmart have undertaken an assessment of the risk of flooding from groundwater within the vicinity of the Site. GeoSmart's Groundwater Flood Risk Screening (GW5) map confirms the Site has a Negligible risk of groundwater flooding at the surface during a 1% annual probability (1 in 100 year) event.



## Site information

The purpose of this report is to assess the potential for disposing of surface water through a Sustainable Drainage System (SuDS) for the site of Land to the rear of 122-123 High Street, Uxbridge, UB8 1SN (the Site). The Site is located within Uxbridge in a setting of commercial and residential land use.

The land falls to the south-west from 42.19 mAOD to 40.46 mAOD; this is based on EA elevation data obtained for the Site to a 1 m resolution with a vertical accuracy of  $\pm 150$  mm (EA, 2026). Site plans and drawings are provided in Appendix A

## Development

Development proposals comprise the demolition of the existing building and the construction of a three-storey residential building comprising of five units, as well as associated access point, car parking, cycle parking, bin facilities and landscaped areas.

*Note: the development has already been constructed, and this strategy has been prepared to support proposed amendments to the layout of the rear car park and landscaping.*

## Geology, permeability and thickness

British Geological Survey (BGS) national superficial and bedrock geology mapping confirms the geological formations underlying the Site; each formation may have a range of permeability.

**Table 3. Site Geology**

Geology present on-Site		Potentially permeable?
Superficial geology (Figure 10)	Lynch Hill Gravel Member (LHGR) – sand and gravel	✓
Bedrock geology (Figure 11)	London Clay Formation (LC) – clay, silt and sand	X

The BGS website was used to extract ground information from the nearest borehole records to the Site (ref: TQ08SE213) located approximately 40 m to the northwest of the Site at an elevation of 40.0 mAOD.

The borehole records indicate the underlying geology is comprised of topsoil to a depth of 0.4 m below ground level (bgl), overlying tarmac to a depth of 0.5 m bgl, overlying medium

gravel with a trace of sand to a depth of 4.40 m bgl, overlying London clay to a depth of 6.0 m bgl, where the borehole was terminated. Groundwater was not encountered throughout the borehole log.

Figure 10. Superficial Geology (BGS, 2026)

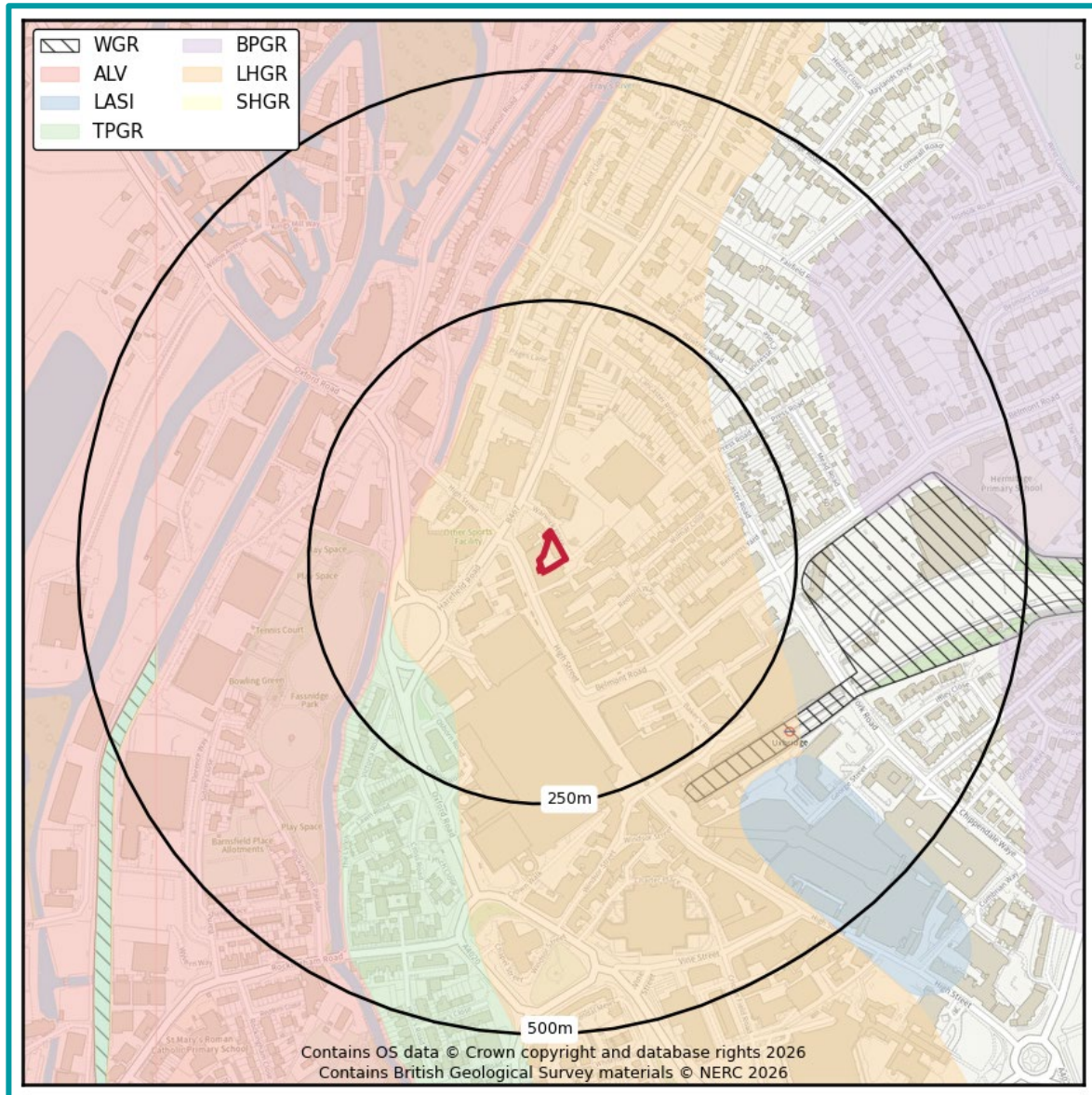
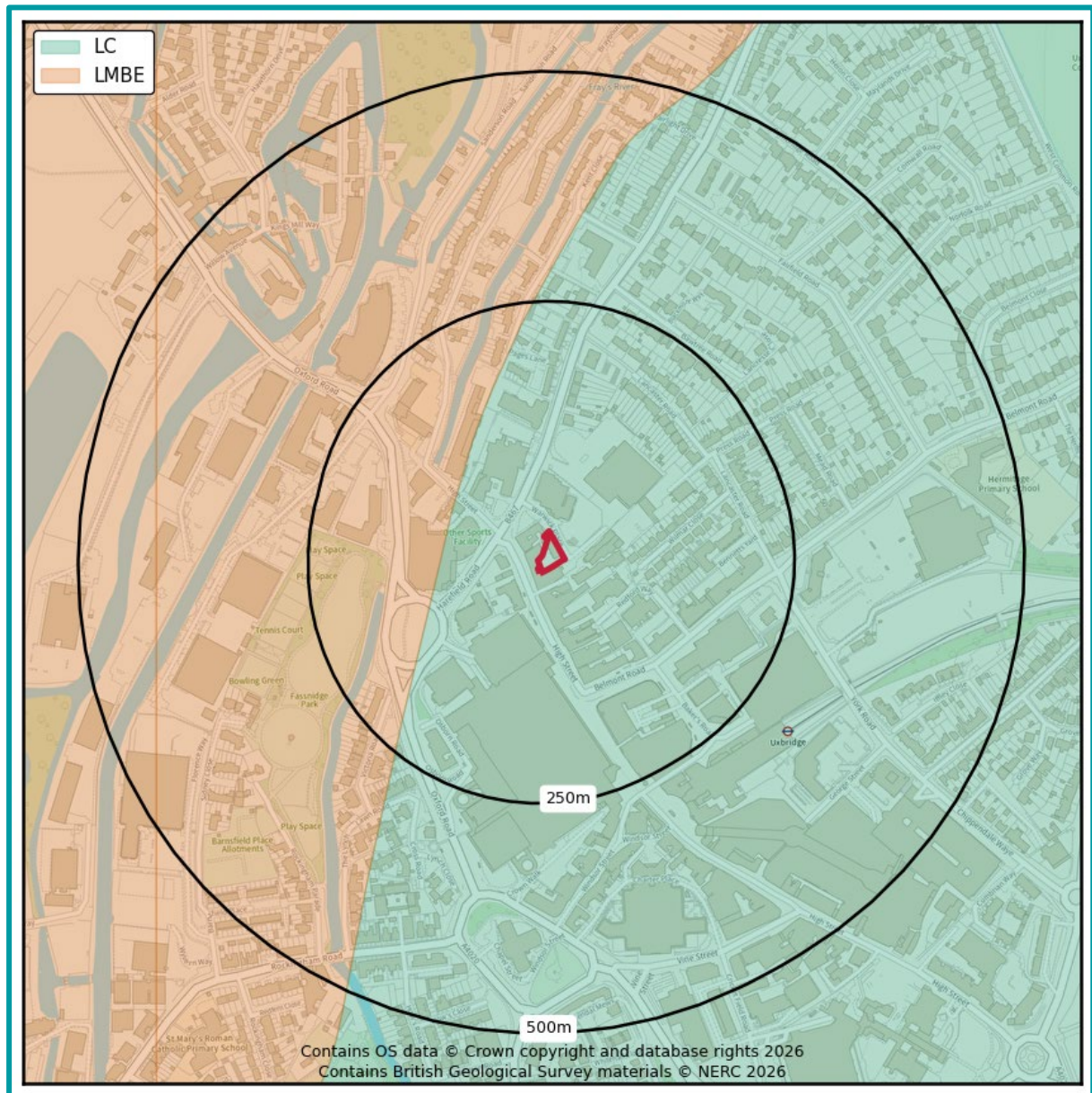


Figure 11. Bedrock Geology (BGS, 2026)



## Depth to groundwater

The SuDS system should be designed to operate in periods of extreme groundwater levels.

According to borehole data and GeoSmart's Groundwater Flood Risk (GW5) map, shallow groundwater is unlikely to be an issue at the Site.

The base of the infiltration system needs to be 1 m above the expected seasonal high-water table. Passage through unsaturated soil is important for improving the quality of infiltrating water before it reaches the water table.

## Ground conditions

Infiltration SuDS are proposed within permeable superficial deposits above clay bedrock. A detailed review of underlying ground conditions is recommended to ensure focused infiltration does not result in the creation of shrink-swell clays.

Soakaways should be a minimum of 5 m away from the foundations of a building and local guidance may recommend a greater distance.

## Water quality

The Site does not lie within an SPZ. The infiltrated water quality should be of sufficient quality that it does not give rise to pollution of the underlying groundwater. Further consultation with the regulator is unlikely to be required.

Infiltration systems should not be used where there is a risk of contaminating groundwater by infiltrating polluted runoff or where receiving groundwater is particularly sensitive.

The influence of surface runoff on water quality will depend on whether there is a source of contamination on-Site and the sensitivity of the receiving environment, either groundwater or surface water. The intervening pathway from source to receptor including mitigation and natural attenuation will determine the final impact.

The impact of contaminants on the groundwater will be reduced by travel and natural attenuation through the unsaturated soil zone. A greater depth of unsaturated zone and the presence of significant clay and organic material will provide greater protection for the underlying groundwater. Rapid flow through fractures will provide less protection than intergranular flow around soil and rock particles.



### National Guidance

DEFRA - National standards for sustainable drainage systems (SuDS) (2025)

#### *Standard 1: runoff destinations*

A 'SuDS approach' shall be adopted to address the management of surface water by the development and where it should be discharged. Runoff shall be treated as a resource and managed in a way that avoids negative impacts of the development on flood risk, the morphology and water quality of receiving waters and the associated ecology.

Runoff from the development shall be discharged to the following final destinations, to the maximum extent practicable, in accordance with the below hierarchy:

- priority 1: collected for non-potable use
- priority 2: infiltrated to ground
- priority 3: discharged to an above ground surface water body
- priority 4: discharged to a surface water sewer, or another piped surface water drainage system
- priority 5: discharged to a combined sewer

Note 1: priority 1 is the highest priority and priority 5 is the lowest.

Note 2: for the purposes of this standard, a combined sewer is a sewer intended to receive both foul sewage and surface runoff and does not include a sewer intended to receive only foul sewage, even if it has the capacity to accommodate additional flows or has an element of surface water in it already.

To utilise a lesser priority final destination, appropriate evidence shall be provided that demonstrates all higher priority final destinations have been utilised to the maximum extent practicable. Higher cost alone shall not be a reason to utilise lower priority final destinations.

Where more than one final destination is utilised, each final destination's ability to accept runoff shall be maximised in order of priority.

#### *Standard 2: management of everyday rainfall (interception)*

Apply a 'SuDS approach' so that at least the first 5mm of rainfall for the majority of rainfall events does not result in runoff from the site to surface waters or piped drainage systems.

Evidence shall be provided that the approach to managing runoff from 'everyday' rainfall has been developed alongside and in support of the management of runoff quality (standard 4) and the delivery of amenity and biodiversity benefits (standards 5 and 6).

### *Standard 3: management of extreme rainfall and flooding*

A 'SuDS approach' shall be adopted to address the management of development runoff during extreme rainfall, including allowances for climate change and urban creep to:

- protect people and property on the development from flooding of the surface water drainage system
- mitigate any increased flood risk to people and property adjacent to or downstream of the development
- protect the receiving water body from morphological damage or minimise the impact on sewer capacity

When discharging to an infiltration feature, the system shall be appropriately sized to accommodate the design event based on ground conditions and contributing areas.

When discharging to an above ground surface water body, sewer or other piped drainage system, the surface water runoff (rate and volume) for the 1% annual exceedance probability (AEP) event shall be controlled to ensure the runoff from the development does not increase flood risk elsewhere.

When discharging to an above ground surface water body, sewer or other piped drainage system, the surface water runoff rate for the 50% AEP event shall be controlled to ensure development runoff from an event of this magnitude has no negative impact.

Any flooding from the surface water drainage system for events up to the 1% AEP event shall be managed within the development.

Any flooding from off-site sources for the 1% AEP event should be managed on site or safely routed through the site, ensuring any downstream risks are not increased compared to the pre-development scenario.

The risks (both on and off the development) associated with flooding from the surface water drainage system for exceedance events greater than the 1% AEP event shall be appropriately managed.

### *Standard 4: water quality*

Apply a 'SuDS approach' that protects surface waters, groundwater and coastal waters by managing the quality of the surface water runoff to adequately address water quality risks from the development.

The proposed SuDS management train(s) shall be based on a robust water quality risk assessment, appropriate to the pollution hazard and sensitivity of receiving waters, reflecting industry recognised guidance or other quantitative assessment as agreed with the approving body and permitting requirements.

### *Standard 5: amenity*

A 'SuDS approach' shall be adopted that maximises benefits for amenity through the creation of multi-functional places and landscapes.

### *Standard 6: biodiversity*

A 'SuDS approach' shall be adopted to ensure the surface water drainage system maximises biodiversity benefits throughout the development lifecycle.

The surface water drainage system shall add biodiversity value by:

- creating diverse, self-sustaining, resilient local ecosystems which contribute to net gains in biodiversity
- supporting and promoting natural local habitat and species, for example, through local nature recovery strategies (LNRS)
- contributing to the delivery of local biodiversity strategies
- contributing to habitat connectivity

### *Standard 7: design of drainage for construction, operation, maintenance, decommissioning and structural integrity*

A 'SuDS approach' shall be adopted to ensure that surface water drainage systems are designed so they can be easily and safely constructed, operated and maintained taking account of the need to minimise negative impacts on natural resources and the environment.

The designer shall provide a management and maintenance plan that supports the design objectives detailed in standards 1 to 6 and ensures the performance of the surface water drainage system with regards to runoff destinations, everyday and extreme rainfall, water quality, amenity and biodiversity is maintained throughout the lifetime of the development.

Surface water drainage design shall examine for the likelihood and consequences of potential failure scenarios that may occur during the operation phase and safely manage the associated risks.

The surface water drainage system shall be designed to ensure structural integrity of all components under anticipated loading conditions for the design life of the development so that it does not affect the structural integrity of any existing or proposed components within, or adjacent to, the development.

### *Urban creep*

Within developments an urban creep uplift factor shall be applied by adding a percentage increase to the calculated area of the impermeable area within the property curtilages. This shall be 10% for all developments unless there are no external private permeable spaces, for example, flats and apartments, when it shall be 0%.

## Ministry of Housing, Communities & Local Government – National Planning Practice Guidance: Flood risk assessments: climate change allowances (2022)

The Peak rainfall intensity allowances section provides advice on the increased rainfall effects on river levels and land and urban drainage systems. As of May 2022, the applicable climate change allowance is defined by specific Management Catchment for the 1 in 30 ( $\geq 3.3\%$  AEP) and 1 in 100 ( $< 3.3$  to  $1\%$  AEP) year event.

As the Site is located within the Colne Management Catchment the following climate change allowances are applicable.

**Table 4. Colne Management Catchment peak rainfall allowances**

Colne Management Catchment	3.3% Annual exceedance rainfall event		1% Annual exceedance rainfall event	
	2050s	2070s	2050s	2070s
Central	20%	25%	20%	25%
Upper end	35%	35%	40%	40%

The drainage system should be designed to make sure there is no increase in the rate of runoff discharged from the Site for the upper end allowance.

Where on-Site flooding for the upper end allowance presents a significant flood hazard (for example, depths and velocities of surface water runoff cause a significant danger to people), you will need to take further mitigation measures to protect people and property (for example, raising finished floor levels). As a minimum, there should be no significant flood hazard to people from on-Site flooding for the central allowance.

## Sub-national Drainage Policy

### London Plan - Policy SI13 Sustainable drainage (2021)

Lead Local Flood Authorities should identify – through their Local Flood Risk Management Strategies and Surface Water Management Plans – areas where there are particular surface water management issues and aim to reduce these risks. Increases in surface water run-off outside these areas also need to be identified and addressed. Development proposals should aim to achieve greenfield run-off rates and ensure that surface water run-off is managed as close to its source as possible. There should also be a preference for green over grey features, in line with the following drainage hierarchy:

- Rainwater use as a resource (for example rainwater harvesting, blue roofs for irrigation);
- Rainwater infiltration to ground at or close to source;
- Rainwater attenuation in green infrastructure features for gradual release (for example green roofs, rain gardens);
- Rainwater discharge direct to a watercourse (unless not appropriate);
- Controlled rainwater discharge to a surface water sewer or drain;
- Controlled rainwater discharge to a combined sewer.

Development proposals for impermeable surfacing should normally be resisted unless they can be shown to be unavoidable, including on small surfaces such as front gardens and driveways.

Drainage should be designed and implemented in ways that promote multiple benefits including increased water use efficiency, improved water quality, and enhanced biodiversity, urban greening, amenity and recreation.

Development proposals should aim to get as close to greenfield run-off rates as possible depending on site conditions. The **well-established drainage hierarchy** set out in this policy helps to reduce the rate and volume of surface water run-off. Rainwater should be managed as close to the top of the hierarchy as possible. There should be a preference for green over grey features, and drainage by gravity over pumped systems. A blue roof is an attenuation tank at roof or podium level; the combination of a blue and green roof is particularly beneficial, as the attenuated water is used to irrigate the green roof.

For many sites, it may be appropriate to use **more than one form of drainage**, for example a proportion of rainwater can be managed by more sustainable methods, with residual rainwater managed lower down the hierarchy. In some cases, direct discharge into the watercourse is an appropriate approach, for example rainwater discharge into the tidal Thames or a dock. This should include suitable pollution prevention filtering measures, ideally by using soft engineering or green infrastructure. In addition, if direct discharge is to a watercourse where the outfall is likely to be affected by tide-locking, suitable storage should be designed into the system. However, in other cases direct discharge will not be appropriate,

for example discharge into a small stream at the headwaters of a catchment, which may cause flooding. This will need to be assessed on a case-by-case basis, taking into account the location, scale and quality of the discharge and the receiving watercourse. The maintenance of identified drainage measures should also be considered in development proposals.

## Local Policy

### Hillingdon Council Local Plan: Part 1 Strategic Policies (2012)

#### Surface and Foul Water Drainage

**8.87-** The mismanagement of surface water flooding can also result in the increased risk of flooding. Sewage and drainage systems struggle to keep pace with the rate of development. The unchecked loss of natural drainage areas through increased hardstanding puts significant pressure on drainage systems, particularly in times of heavy rain. As development progresses and/or urban areas expand these systems become inadequate for the volumes and rates of storm water they receive, resulting in increased flood risk and/or pollution of watercourses. Allied to this are the implications of climate change on rainfall intensities, leading to flashier catchment/ site responses and surcharging of piped systems.

**8.88-** The impacts of climate change will add to the pressure on the drainage systems and it is therefore essential that all new development is managed to minimise the problems.

**8.89-** The management of surface water drainage for new development comes in the form of Sustainable Urban Drainage Systems (SUDS). These seek to manage storm water as close to its source as possible, mimicking storm water flows arising from the site, prior to the proposed development. Typically this approach involves a move away from piped systems to softer engineering solutions inspired by natural drainage processes.

**8.90-** SUDS should be designed to take into account the surface run-off quantity, rates and also water quality ensuring their effective operation up to and including the 1 in 100 year design standard flood including an increase in peak rainfall of up to 30% to account for climate change.

**8.91-** SUDS come in a variety of different types, from infiltration techniques through to water harvesting. Wherever possible, a SUDS technique should seek to contribute to each of the three goals identified below with the favoured system contributing significantly to each objective. Where possible SUDS solutions for a site should seek to:

- Reduce flood risk (to the site and neighbouring areas);
- Reduce pollution; and
- Provide landscape and wildlife benefits.



### Urban creep

According to Paragraph 3.3 of the DEFRA National standards for SuDS, urban creep should be taken into account as part of the SuDS design. Urban creep accounts for the potential for impermeable areas to increase over the lifespan of a development, such as extensions to proposed building footprints and increases in patio areas.

As the development proposals comprise the erection of a new apartment building with no external private permeable space, no Urban Creep uplift factor is required to be applied to the impermeable surface area and as such the standard proposed impermeable area has been utilised within the calculations.

### Surface water runoff

An increase in impermeable area on-Site will result in greater rainfall runoff. Reduction in runoff will help mitigate flood risk both on and off-Site. Further information on the surface water runoff calculations is provided in Section 12 'Background Information'.

**Table 5. Change in impermeable area associated with the development**

Total Site area	638 m <sup>2</sup>
<b>Impermeable area (and as a percentage of the total area of the proposed development footprint of 600 m<sup>2</sup>)*</b>	
Pre-development	Post-development
600 m <sup>2</sup> (100%)	260 m <sup>2</sup> (43%)
Impermeable land use: 600 m <sup>2</sup> hardstanding  Permeable land use: N/A	New impermeable land use: 260 m <sup>2</sup> building footprint  New permeable land use: 321 m <sup>2</sup> permeable paving and 19 m <sup>2</sup> landscaped areas

\*An area of 38 m<sup>2</sup> has been excluded from the calculations as this is proposed to undergo no change as a result of the development and is therefore assumed to drain as existing.

Suggested minimum and aspirational storage requirements for an infiltration SuDS scheme for the development footprint are set out below, with more detail provided in subsequent sections. Storage volumes may be reduced (but not below the minimum level) if the design incorporates off-Site discharge.

It should be noted that the soakaway has already been constructed at the Site, and calculations have been based on its estimated sizing and dimensions. Infiltration testing is recommended to confirm that its capacity is sufficient for all modelled events.

**Table 6. Storage requirements at the proposed development Site (Discharge runoff via infiltration)**

Attenuation scenario		Attenuation required (m <sup>3</sup> )	Explanation
Discharge runoff via infiltration	1 in 100 year including 40% CC	7.70*	Attenuation required to ensure surface water runoff is attenuated in all storm events up to and including the 1 in 100 year event including a 40% allowance for climate change**.

\*Required attenuation has been calculated using Causeway Flow v.10.1 based on an assumed infiltration rate of  $3 \times 10^{-4}$  m/s (1.08 m/hr) taken from Table 25.1 of the CIRIA SuDS manual (2015) as the worst-case for the 'sandy gravel' soil type.

\*\*Subject to confirmation through infiltration testing.

## Peak discharge rates

The table below presents peak discharge rates for a range of storm events used to assess the impact of the proposed development and select the maximum permitted discharge rate. Further information on the calculation and control of peak discharge rates is provided in Section 12 'Background Information'.

**Table 7. Peak discharge rates associated with the development**

Rainfall event	Greenfield runoff rates (l/s)	Existing runoff rates <sup>1</sup> (l/s)	Potential runoff rates without attenuation (l/s)	Potential minus existing (l/s)
QBAR	0.10	N/A	N/A	N/A
6 hour 1 in 1 year	0.09	0.71	0.31	-0.40
6 hour 1 in 10 year	0.17	1.21	0.53	-0.67
6 hour 1 in 30 year	0.23	1.59	0.70	-0.89
6 hour 1 in 100 year	0.33	2.07	0.92	-1.15
6 hour 1 in 100 year + 20% CC	N/A	N/A	1.10	-0.97
6 hour 1 in 100 year + 40% CC	N/A	N/A	1.28	-0.79

<sup>1</sup> Assumes 100% runoff from impermeable surfaces. Assumes Greenfield runoff from permeable surfaces calculated using the loH124 method.

## Total discharge volumes

The table overleaf presents discharge volumes for a range of storm events used to assess the impact of the proposed development and calculate the required storage volumes. Further information on the calculation of total discharge volumes is provided in Section 11 'Methodology and Limitations'.

**Table 8. Total discharge volumes associated with the development**

Rainfall event	Greenfield runoff volume (m <sup>3</sup> )	Existing runoff volume <sup>2</sup> (m <sup>3</sup> )	Potential runoff volume without attenuation (m <sup>3</sup> )	Potential minus existing (m <sup>3</sup> )
QBAR	4.95	N/A	N/A	N/A
6 hour 1 in 1 year	4.61	15.36	6.80	-8.56
6 hour 1 in 10 year	8.04	26.07	11.55	-14.52
6 hour 1 in 30 year	10.31	34.37	15.22	-19.15
6 hour 1 in 100 year	13.41	44.70	19.79	-24.91
6 hour 1 in 100 year + 20% CC	N/A	N/A	23.75	-20.95
6 hour 1 in 100 year + 40% CC	N/A	N/A	27.71	-16.99

<sup>2</sup> Assumes 100% runoff from impermeable surfaces. Assumes Greenfield runoff from permeable surfaces calculated using the loH124 method.



## National Standard 1: runoff destinations

Options for the destination for the runoff generated on-Site have been assessed in line with the prioritisation set out in DEFRA's national standards for sustainable drainage systems (2025).

### Priority 1: Collection for non-potable use

An assessment of the potential for rainwater collection and re-use across the proposed development has been undertaken, which confirms that there is limited scope for the collection and re-use of rainwater due to the modest extent of the proposed landscaped areas.

### Priority 2: Discharge to ground

The Site has high potential for infiltration, with anticipated permeable underlying deposits. Based on the available borehole information (subject to confirmation by site investigation) and groundwater flood risk mapping high groundwater levels are unlikely to be an issue at the Site (See SuDS Infiltration Suitability Map (SD50)).

The Site does not lie within an SPZ. However, given the previous commercial use of the Site, consideration should be made to undertaking a contaminated land assessment to assess the potential presence of contaminants which could be mobilised by infiltration features (where not done so already).

Discharging runoff to ground is considered feasible at the Site and is proposed. *Note: a soakaway has already been constructed at the development, which accepts runoff from the building roof.*

### Priority 3: Discharge to above ground surface water body

Ordnance Survey (OS) mapping indicates that there are no surface water features within 100 m of the Site; therefore, discharge to surface water feature is not feasible.

### Priority 4: Discharge to surface water sewer

According to the regulated water and drainage search obtained for the Site (Appendix C), a surface water sewer is located c. 20 m to the west of the Site, beneath the High Street. Therefore, discharging runoff from the building into the public surface water sewer is likely to be feasible.

### Priority 5: Discharge to combined sewer

According to the regulated water and drainage search obtained for the Site (Appendix C), there are no public combined sewers within the vicinity of the Site. Therefore, discharging runoff to the public combined sewer is not feasible.

## 9 Water quality



A key requirement of any SuDS system is that it protects the receiving water body from the risk of pollution. This can be effectively managed by an appropriate “train” or sequence of SuDS components that are connected in series. The frequent and short duration rainfall events are those that are most loaded with potential contaminants (silts, fines, heavy metals and various organic and inorganic contaminants). Therefore, the first 5-10 mm of rainfall (first flush) should be adequately treated with SuDS.

The minimum number of treatment stages will depend on the sensitivity of the receiving water body and the potential hazard associated with the proposed development SuDS Manual (CIRIA, 2015). The proposed development is a combination of very low (roof water) to low hazard (runoff from car parking and road). The Site does not lie within an SPZ and therefore additional treatment stages are not required.

**Table 9. Level of hazard**

Hazard	Source of hazard
Very Low	Residential roof drainage
Low	Residential, amenity uses including low usage car parking spaces and roads, other roof drainage.
Medium	Commercial, industrial uses including car parking spaces and roads (excluding low usage roads, trunk roads and motorways).
High	Areas used for handling and storage of chemicals and fuels, handling of storage and waste (incl. scrap-yards).

The recommended minimum number treatment stages suggested for the different runoff waters identified for the proposed development is highlighted in the table below.

**Table 10. Minimum number of treatment stages for runoff**

		Sensitivity of the receiving water body		
		Low	Medium	High
Hazard	Low	1	1	1
	Med	2	2	2
	High	3	3	3



### Sustainable drainage systems

DEFRA's national standards for SuDS require the below ground drainage systems to have the capacity to accommodate at least the 1 in 30 year event and to manage the 1 in 100 year event without flooding of on-site buildings and substations. All runoff should be managed on-Site though for the 1 in 100 year event, accounting for the maximum impacts of climate change to ensure flood risk is not increased to third-parties.

It is assumed that areas outside the development footprint will continue to use the existing drainage arrangements.

A surface water drainage strategy (summarised in Section 2 of this report) includes the following SuDS features to intercept, attenuate and treat surface water runoff.

### SuDS Strategy:

Ground conditions at the Site are be conducive to infiltration; surface water runoff will be managed within SuDS features and infiltrated to ground.

**Table 11. Proposed SuDS type, features, discharge location and rate restriction**

SuDS type	Source control (interception) and infiltration SuDS.
SuDS features	Permeable paving and a soakaway.
Discharge location	Infiltrate to ground.
Discharge rate	$3 \times 10^{-4}$ m/s (1.08 m/hr)*.

\*An assumed infiltration rate taken from table 25.1 of the CIRIA SuDS manual (2015) as the worst case for 'sandy gravel' soil types – to be confirmed via infiltration testing.

Table 12. Proposed SuDS sizing (dimensions) and attenuation volumes

Permeable paving	Permeable paving is proposed to be utilised within the car parking and hard standing areas. This will be an unfocused infiltration feature reducing the total area of impermeable surfaces, mimicking greenfield conditions.
Soakaway	A soakaway for the proposed new building with an approximate length of 2 m, width of 4 m and depth of 3 m, filled with geo-cellular crates with a 95% void ratio, will provide the required c. 7.70 m <sup>3</sup> attenuation (as indicated within the Flow calculations).
Total Attenuation Provided	7.70 m <sup>3</sup>

### Permeable paving

Unlined permeable paving is proposed for the car park and other hard standing areas to intercept runoff. Suitable aggregate materials (angular gravels with suitable grading as per CIRIA, 2015) will improve water quality due to their filtration capacity and usually work to a 30% porosity. Paving could also implement an impermeable liner close to the building or create a separate compartment within the permeable sub-base close to the building to further divert attenuated water away from building foundations.

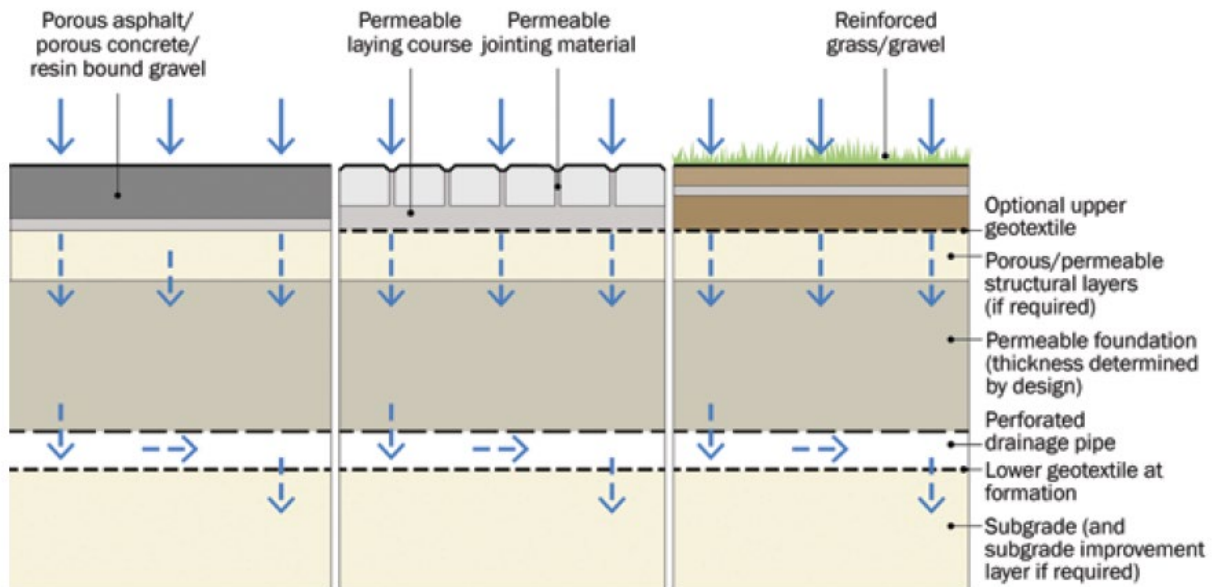


Figure 20.13 of the CIRIA SuDS Manual (C753) (2015)

## Soakaways

Soakaways are square or circular excavations either filled with rubble or lined with brickwork, pre-cast concrete or polyethylene rings/perforated storage structures surrounded by granular backfill. The supporting structure and backfill can be substituted by modular or geocellular units. The base of the infiltration features should lie at an elevation at least 1 m above the highest winter groundwater levels, to ensure there is sufficient space for surface water to discharge. Soakaway excavation should be outside of the root zone of any protected trees and dimensions will depend on the depth to the sand layer where the soakaway is eventually situated.

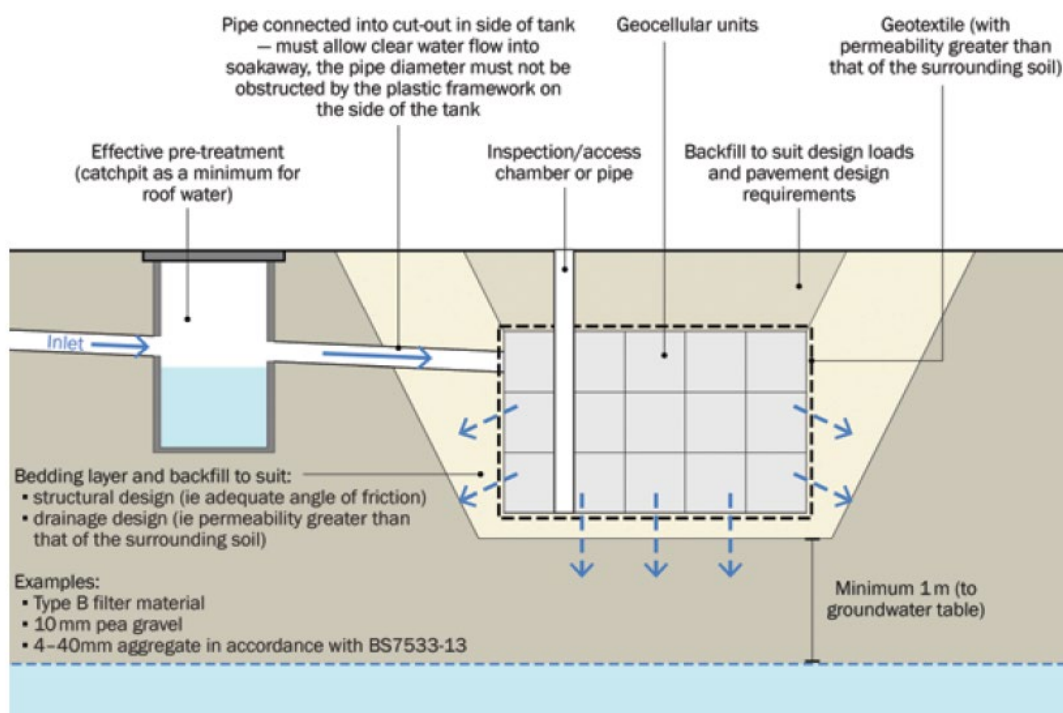


Figure 13.1 of the CIRIA SuDS Manual (C753) (2015)

## Exceedance flows

Exceedance flow routes are included within the proposed SuDS drainage layout. Where possible, exceedance flows should be directed into non-essential areas of the Site such as the car park and landscaping areas. The SuDS system recommended for the Site should provide enough storage that this method would only be utilised during a worst case scenario.

## 11 SuDS maintenance



Regular maintenance is essential to ensure effective operation of the SuDS features over the intended lifespan of the proposed development. The SuDS Manual (C753) (CIRIA, 2015) provides a maintenance schedule for SuDS with details of the necessary required actions as shown in the Table below.

**Table 13. SuDS operation and recommended maintenance requirements**

Asset type	Maintenance schedule (and frequency)
Soakaways	<p>Regular maintenance:</p> <ul style="list-style-type: none"> <li>Remove sediment and debris from pretreatment and inspection chamber. Clean gutters, filters, downpipes. Trim roots prevent blockages (annually).</li> <li>Reconstruct/ clean if performance deteriorates, replace clogged geotextile (as required)</li> </ul> <p>Monitoring:</p> <ul style="list-style-type: none"> <li>Inspect inlets/outlets, silt traps – note rate of accumulation (monthly).</li> <li>Check water levels and emptying time (annually).</li> </ul>
Permeable paving	<p>Regular maintenance:</p> <ul style="list-style-type: none"> <li>Brushing and vacuuming (three times per year).</li> <li>Trimming any roots and surrounding grass and weeds that may be causing blockages (annually or as required).</li> </ul> <p>Monitoring:</p> <ul style="list-style-type: none"> <li>Initial inspection (monthly).</li> <li>Inspect for poor performance and inspection chambers (annually).</li> </ul>
Underground drainage pipe network	<p>Regular maintenance:</p> <ul style="list-style-type: none"> <li>Remove sediment and debris from pre-treatment devices and floor of inspection tube or chamber (annually).</li> <li>Cleaning of gutters and any filters on downpipes (annually).</li> <li>Trimming any roots that may be causing blockages (annually or as required).</li> </ul> <p>Monitoring:</p> <ul style="list-style-type: none"> <li>Inspect silt traps and note rate of sediment accumulation (monthly in the first year and then annually).</li> </ul>

## Client checklist

A drainage strategy has been recommended as suitable on the basis of the information provided. Prior to installation of the Site drainage system it is recommended that the client carries out the following checks to confirm the development proposals. GeoSmart would be able to support with any updates required to the drainage scheme, please contact us and we would be happy to provide you with a proposal to undertake the work.

**Table 14. Potential SuDS limitations**

Limitations to infiltration SuDS	Do these conditions arise at the Site?
Is the surface runoff greater than the rate at which water can infiltrate into the ground?	
Is there an unacceptable risk of ground instability?	
Is there an unacceptable risk of mobilising contaminants?	
Is there an unacceptable risk of pollution to groundwater?	
Is there an unacceptable risk of groundwater flooding?	
Is the infiltration system going to create a high risk of groundwater leakage to the combined sewer?	

**Table 15. SuDS design considerations**

Confirm that potential flooding on-Site in excess of the design storm event and exceedance flow routes have been considered.	
Review options for the control of discharge rates (e.g. hydrobrake).	
Confirm the owners/adopters of the drainage system. Consider management options for multiple owners.	
Is there an unacceptable risk of pollution to groundwater?	
Review access and way leave requirements.	
Review maintenance requirements.	

## Health and safety considerations for SuDS

GeoSmart reports may include outline strategies or designs to support with development plans. Any drawings or advice provided do not comprise any form of detailed design. Implementation of any conceptual scheme options may constitute 'Construction Work' as defined by CDM Regulations (2015).

The CDM Regulations place specific Health and Safety duties on those commissioning, planning and undertaking construction works. If you are uncertain what this means you should seek the advice of your architect, builder or other competent professional.

GeoSmart does not provide health and safety advisory services but we are required to advise you of your general responsibilities under CDM (visit <http://geosmartinfo.co.uk/knowledge-hub/cdm-2015/> for more information).

Please remember that detailed design work should be undertaken by a competent professional who might be your engineer, architect, builder or another competent party.

## 12 Methodology and limitations of study



This report assesses the feasibility of infiltration SuDS and alternative drainage strategies in support of the Site development process. From April 6th 2015 SuDS are regulated by Local Planning Authorities and will be required under law for major developments in all cases unless demonstrated to be inappropriate. What is considered appropriate in terms of costs and benefits by the Planning Authority will vary depending on local planning policy, and Site setting. The Lead Local Flood Authority will require information as a statutory consultee on major planning applications with surface water drainage implications. The National Planning Policy Framework requires that new developments in areas at risk of flooding should give priority to the use of SuDS and demonstrate that the proposed development does not increase flood risk downstream to third parties.

### How was the suitability of SuDS estimated for the Site?

There are a range of SuDS options available to provide effective surface water management that intercept and store excess runoff. When considering these options, the destination of the runoff should be assessed using the order of preference outlined in the Building Regulations Part H document (HM Government, 2010) and Defra's National Standards for SuDS (2025):

1. Discharge to the ground;
2. Discharge to a surface water body;
3. Discharge to a surface water sewer;
4. Discharge to a local highway drain; and
5. Discharge to a combined sewer.

Data sets relating to each of the potential discharge options have been analysed to assess the feasibility of each option according to the hierarchy set out above. Hydrogeological characteristics for the Site are assessed in conjunction with the occurrence of SPZ's to assess infiltration suitability. The Site has been screened to determine whether flood risk from groundwater, surface water, fluvial or coastal sources may constrain SuDS. The distance to surface water bodies and sewers has been reviewed to gauge whether these provide alternative options.

### GeoSmart SuDS Infiltration Suitability Map (SD50)

The GeoSmart SuDS Infiltration Suitability Map (SD50) screens the suitability for infiltration drainage in different parts of the Site and indicates where further assessment is recommended. In producing the SuDS Infiltration Suitability Map (SD50), GeoSmart used data from the British Geological Survey on groundwater levels, geology and permeability to screen

for areas where infiltration SuDS may be suitable. The map classifies areas into 3 categories of High, Medium and Low suitability for infiltration SuDS. This can then be used in conjunction with additional data on Site constraints to give recommendations for SuDS design and further investigation.

The primary constraint on infiltration potential is the minimum permeability of the underlying material and in some cases the range in permeability may be considerable, ranging down to low. The map classifies these areas as moderate infiltration suitability requiring further investigation. In cases where the thickness of the receiving permeable horizon is less than 1.5 meters then additional Site investigation is recommended. If the Site is at risk of groundwater flooding for up to the 1% annual occurrence the map classifies these areas as moderate infiltration suitability requiring further investigation.

The GeoSmart SuDS Infiltration Suitability Map (SD50) is a national screening tool for infiltration SuDS techniques but a Site specific assessment should be used before final detailed design is undertaken. Further information on the GeoSmart SuDS Infiltration Suitability Map (SD50) is available at [geosmartinfo.co.uk](http://geosmartinfo.co.uk)

## How is the suitability to discharge to sewers and watercourses calculated?

The suitability to discharge to discharge to sewers and watercourses has been calculated using the distance from the Site to both. For example, where the Site is within 50m of a surface water body. Discharge to surface water is potentially appropriate subject to land access arrangements and a feasibility assessment. Where the Site is within 50m of a sewer, discharge to sewer is potentially appropriate subject to land access arrangements and a feasibility assessment. The utility company should be contacted to agree connection feasibility and sewer capacity.

Further information relating to sewers available in the area can be found in Appendix C.

## What is a Source Protection Zone?

The Environment Agency have defined Source Protection Zones (SPZs) for 2000 groundwater sources such as wells, boreholes and springs used for public drinking water supply. These zones show the risk of contamination from any activities that might cause pollution in the area. The closer the activity, the greater the risk. The maps show three main zones (inner, outer and total catchment) and a fourth zone of special interest, which is occasionally applied. The zones are used to set up pollution prevention measures in areas which are at a higher risk. The shape and size of a zone depends on the condition of the ground, how the groundwater is removed, and other environmental factors. Inner zone (Zone 1) is defined as the 50 day travel time from any point below the water table to the source (minimum radius of 50 metres). Outer zone (Zone 2) is defined by a 400 day travel time. Total catchment (Zone 3) is defined as the area around a source within which all groundwater recharge is presumed to be discharged at the source.

## How was surface water runoff estimated from the Site?

In accordance with The SuDS Manual (C753) (CIRIA, 2015), the Greenfield runoff from the Site has been calculated using the IoH124 method and is assumed representative of the runoff generated on the undeveloped surfaces that are affected by the proposed development. The method used for calculating the runoff complies with the NPPF (MHCLG, 2021). For the impermeable surfaces, it has been assumed that 100% runoff will occur (calculations provided in Appendix B). Rainfall data is derived from the Flood Estimation Handbook (FEH), developed by NERC (2009). Only areas affected by the proposed development are considered in the flow and volume calculations. Permeable areas that remain unchanged are not included in the calculations as it is assumed these will not be actively drained and attenuated.

## What is the peak discharge rate?

An estimation of peak runoff flow rate and volume is required to calculate infiltration, storage and discharge requirements. The peak discharge rate is the maximum flow rate at which surface water runoff leaves the Site during a particular storm event, without considering the impact of any mitigation such as storage, infiltration or flow control. Proposed discharge rates (with mitigation) should be no greater than existing rates for all corresponding storm events. If all drainage is to infiltration there will be no discharge off-Site. Discharging all flow from Site at the existing 1 in 100 event would increase flood risk during smaller events. Flow restriction is generally required to limit the final discharge from Site during all events as a basic minimum to the green field QBAR rate. A more complex flow restriction which varies the final discharge rate from the Site depending on the storm event will reduce the volume of storage required on-Site. Drainage to infiltration SuDS is subtracted from the total discharge off-Site to achieve a beneficial net affect.

## What is the total discharge volume?

The total discharge volume is calculated on the basis of the surface water runoff that has the potential to leave the Site as a result of the assumed 6 hour duration design storm event. The runoff is related to the underlying soil conditions, impermeable cover, rainfall intensity and duration of the storm event. The total volume generated by the current Site is compared to the potential total volume from the developed Site (not taking into consideration any mitigation). The difference provides the minimum total volume that will need to be stored and infiltrated on-Site or released at a controlled rate. Guidance indicates that the total discharge volume should never exceed the runoff volume from the development Site prior to redevelopment for that event and should be as close as is reasonably practicable to the Greenfield runoff volume.

## 13 Background SuDS information



SuDS control surface water runoff close to where it falls. SuDS are designed to replicate, as closely as possible, the natural drainage from the Site before development to ensure that the flood risk downstream does not increase as a result of the Site being developed, and that the Site will have satisfactory drainage under current and likely future climatic conditions. SuDS provide opportunities to reduce the causes and impacts of flooding; remove pollutants from urban runoff at source; and combine water management with green space with benefits for amenity, recreation and wildlife. Government planning policy and planning decisions now include a presumption in favour of SuDS being used for all development Sites, unless they can be shown to be inappropriate.

For general information on SuDS see our website: <http://geosmartinfo.co.uk/>

### Infiltration SuDS

Government policy for England is to introduce sustainable drainage systems (SuDS) via conditions in planning approvals. Guidance indicates that capturing rainfall runoff on-Site and infiltrating it into the ground (infiltration SuDS) is the preferred method for managing surface water without increasing flood risk downstream.

The greatest benefit to general flood risk is if all runoff is infiltrated on-Site, however, this may not be feasible due to physical and economic constraints in which case infiltration may be considered as a part of an integrated drainage solution. The final design capacity for an infiltration SuDS system depends on the Site constraints and the requirements of the individual Planning Authority and the Lead Local Flood Authority.

The capacity of the ground to receive infiltration depends on the nature, thickness and permeability of the underlying material and the depth to the high groundwater table. The final proportion of the Site drained by infiltration will depend on topography, outfall levels and a suitable drainage gradient. It is important to note that, even if the whole Site cannot be drained by infiltration, the use of partial infiltration is encouraged, with the remainder of runoff discharged via other SuDS systems.

### Types of infiltration SuDS

Infiltration components include infiltration trenches, soakaways, swales and infiltration basins without outlets, rain gardens and permeable pavements. These are used to capture surface water runoff and allow it to infiltrate (soak) and filter through to the subsoil layer, before returning it to the water table below.

An infiltration trench is usually filled with permeable granular material and is designed to promote infiltration of surface water to the ground. An infiltration basin is a dry basin or depression designed to promote infiltration of surface water runoff into the ground. Soakaways are the most common type of infiltration device in the UK where drainage is often connected to over-sized square or rectangular, rubble-filled voids sited beneath lawns.

According to the guidance in Building Research Establishment (BRE) Digest 365 (2016) a soakaway must be able to discharge 50% of the runoff generated during a 1 in 10 year storm event within 24 hours in readiness for subsequent storm flow. This is the basic threshold criteria for a soakaway design and the internal surface area of the proposed soakaway design options should be calculated on this basis by taking into account the soil infiltration rate for the Site.

Developers need to ensure their design takes account of the construction, operation and maintenance requirements of both surface and subsurface components, allowing for any machinery access required.

## SuDS maintenance and adoption

Regular maintenance is essential to ensure effective operation of the soakaway(s) over the intended lifespan of the proposed development. A maintenance schedule for SuDS is required. Sewerage undertakers or Local Authorities may adopt SuDS and will require maintenance issues to be dealt with in accordance with their Management Plan. If the SuDS will not be adopted other provision is required with associated financial implications. Maintenance is a long-term obligation requiring the upkeep of all elements of the SuDS, including mechanical components (e.g. pumps), as well as inspections, regular maintenance and repair.

Additional background SuDS information can be found on our website: <http://geosmartinfo.co.uk/>

## 14 Further information



The following table includes a list of additional products by GeoSmart:

Additional GeoSmart Products		
	<p>Additional assessment:</p> 	<p>The FloodSmart Report range provides clear and pragmatic advice regarding the nature and potential significance of flood hazards which may be present at a Site. Our consultants assess available data to determine the level of risk based on professional judgement and years of experience.</p> <p>Please contact <a href="mailto:info@geosmartinfo.co.uk">info@geosmartinfo.co.uk</a> for further information.</p>
	<p>Additional assessment:</p> 	<p>Provides a robust desk-based assessment of potential contaminated land issues, taking into account the regulatory perspective.</p> <p>Our EnviroSmart reports are designed to be the most cost effective solution for planning conditions. Each report is individually prepared by a highly experienced consultant conversant with Local Authority requirements.</p> <p>Ideal for pre-planning or for addressing planning conditions for small developments. Can also be used for land transactions.</p> <p>Please contact <a href="mailto:info@geosmartinfo.co.uk">info@geosmartinfo.co.uk</a> for further information.</p>

## 15 References and glossary



**British Geological Survey [BGS] (2026).** GeolIndex Onshore. Accessed from: <https://www.bgs.ac.uk/map-viewers/geolindex-onshore/> on 20/04/26.

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**Department for Environment, Food and Rural Affairs [DEFRA] (2025).** National standards for sustainable drainage systems (SuDS).

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**HM Government (2010).** The building regulations 2010 Part H drainage and waste disposal (2015 edition).

**LASOO (2015)** Practice Guidance, Local Authority SuDS Officer Organisation.

**Ministry of Housing, Communities & Local Government. (2024).** National Planning Policy Guidance (NPPG).

**Ministry of Housing, Communities & Local Government. (2025).** National Planning Policy Framework (NPPF).

**STL (2021).** Regulated Drainage & Water Search, 122 High Street, Uxbridge, UB8 1JT.

## Glossary

### General terms

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Attenuation	Reduction of peak flow and increased duration of a flow event.
Combined sewer	A sewer designed to carry foul sewage and surface water in the same pipe.
Detention basin	A vegetated depression, normally is dry except after storm events, constructed to store water temporarily to attenuate flows. May allow infiltration of water to the ground.
Evapotranspiration	The process by which the Earth's surface or soil loses moisture by evaporation of water and by uptake and then transpiration from plants.
FEH	Flood Estimation Handbook, produced by Centre for Ecology and Hydrology, Wallingford (formerly the Institute of Hydrology).
Filter drain or trench	A linear drain consisting of a trench filled with a permeable material, often with a perforated pipe in the base of the trench to assist drainage, to store and conduct water, but may also be designed to permit infiltration.
First flush	The initial runoff from a site or catchment following the start of a rainfall event. As runoff travels over a catchment it will collect or dissolve pollutants, and the "first flush" portion of the flow may be the most contaminated as a result. This is especially the case for intense storms and in small or more uniform catchments. In larger or more complex catchments pollution.
Flood plain	Land adjacent to a watercourse that would be subject to repeated flooding under natural conditions (see Environment Agency's Policy and practice for the protection of flood plains for a fuller definition).
Greenfield runoff	This is the surface water runoff regime from a site before development, or the existing site conditions for brownfield redevelopment sites.
Impermeable surface	An artificial non-porous surface that generates a surface water runoff after rainfall.
Permeability	A measure of the ease with which a fluid can flow through a porous medium. It depends on the physical properties of the medium, for example grain size, porosity and pore shape.

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Runoff	Water flow over the ground surface to the drainage system. This occurs if the ground is impermeable, is saturated or if rainfall is particularly intense.
Sewerage undertaker	This is a collective term relating to the statutory undertaking of water companies that are responsible for sewerage and sewage disposal including surface water from roofs and yards of premises.
Soakaway	A subsurface structure into which surface water is conveyed to allow infiltration into the ground.
Treatment	Improving the quality of water by physical, chemical and/or biological means.

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The terms included in this glossary have been taken from CIRIA (2015) guidance.

## Data Sources

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Topographic Data	OS LiDAR/EA Contains Ordnance Survey data © Crown copyright and database right 2026 Environment Agency copyright and database rights 2026





**Planting Schedule**

Trees						
Species Name	Girth	Height	Density	Specification		No.
Acer campestre 'Streetwise'	12-14cm	350-425cm	Counted	Heavy Standard	:Clear Stem min. 200	:RB1 -

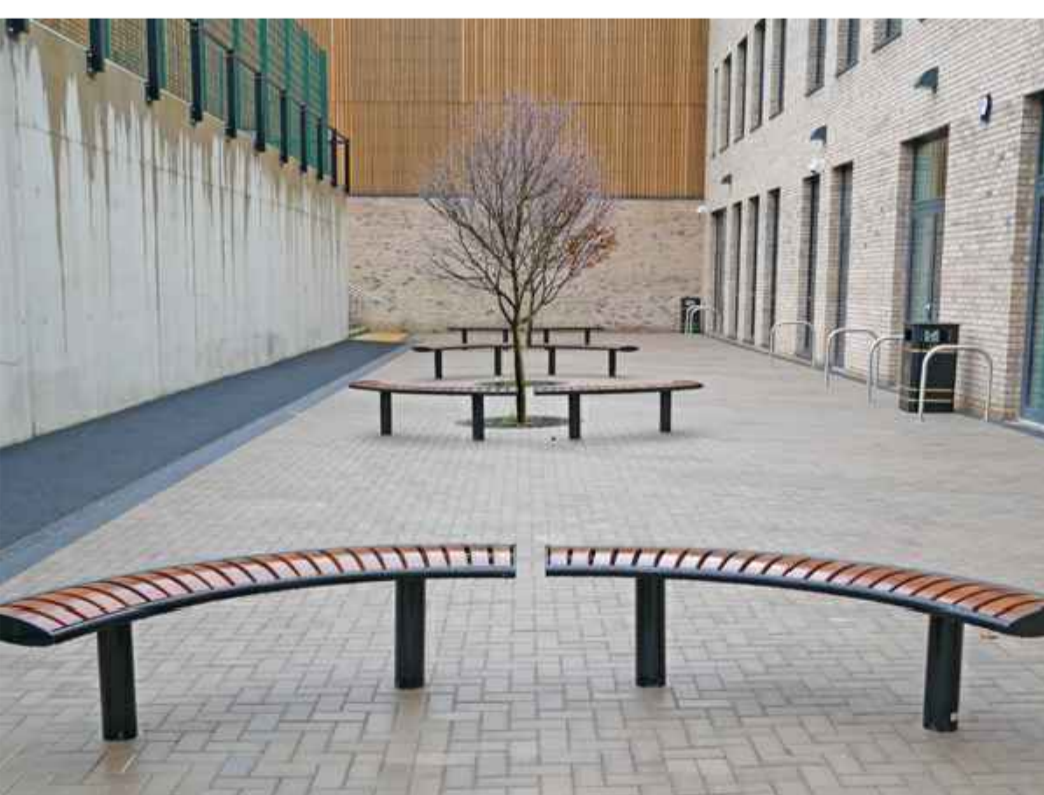
Shrubs						
Species Name	Height	Pot Size	Specification	Density		No.
Ceanothus 'Blue Mound'	60-80cm	5-7.5L	Bushy	4/m <sup>2</sup>		8 -
Euonymus fortunei 'Emerald Gaiety'	30-40cm	3L	Bushy	6/m <sup>2</sup>		17 -
Hebe 'Midsummer Beauty'	40-60cm	5-7.5L	Bushy	4/m <sup>2</sup>		12 -
Lavandula angustifolia 'Hidcote'	30-40cm	3L	Bushy	4/m <sup>2</sup>		7 -
Pittosporum tenuifolium 'Tom Thumb'	30-40cm	3L	Bushy	4/m <sup>2</sup>		16 -
Salvia officinalis 'Purpurascens'	30-40cm	3L	Bushy	4/m <sup>2</sup>		7 -
Viburnum tinus 'Eve Price'	30-40cm	3L	Bushy	4/m <sup>2</sup>		12 -



Proposed 1.8m high automated double leaf ornamental gate



Proposed Quintet Bin Store, 1200 x 3550 x 804 mm. (H/W/D)



Zenith Curved Bench from Furnitubes or similar and approved.



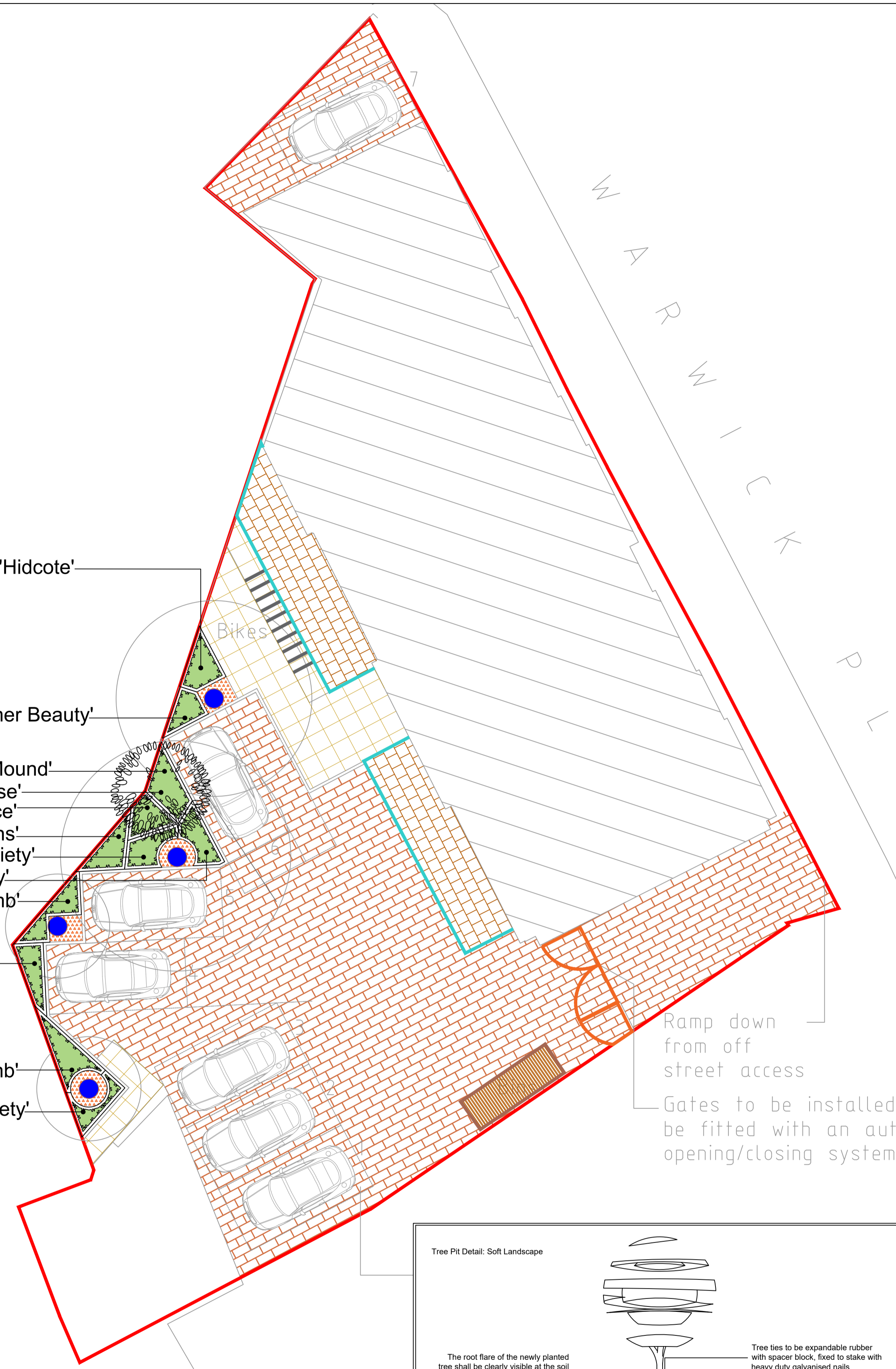
Sheffield cycle stand in stainless steel. From Broxap street furniture or similar and approved.

- 7No Lavandula angustifolia 'Hidcote'
- 5No Hebe 'Midsummer Beauty'
- 8No Ceanothus 'Blue Mound'
- 1No Acer campestre 'Streetwise'
- 6No Viburnum tinus 'Eve Price'
- 7No Salvia officinalis 'Purpurascens'
- 10No Euonymus fortunei 'Emerald Gaiety'
- 7No Hebe 'Midsummer Beauty'
- 8No Pittosporum tenuifolium 'Tom Thumb'
- 6No Viburnum tinus 'Eve Price'
- 8No Pittosporum tenuifolium 'Tom Thumb'
- 7No Euonymus fortunei 'Emerald Gaiety'

**'Planting to commence upon completion of the hard landscaping areas'**

**Trees to be planted between November and April**

**Containerized shrubs can be planted year round**



**Legend**

- Proposed tree planting within soft landscape. See detail on sheet
- Proposed shrub planting to receive 75mm bark mulch after planting operations
- Alpha paving in burnt oak laid in staggered pattern, with white blocks to demarcate parking spaces, from Brett Landscaping or equivalent. Laid in line with engineer's details.
- Bronte paving in apricot can be laid in various patterns, from Brett Landscaping or equivalent. Laid in line with engineer's details.
- Stamford flag paving laid in buff to terraced areas. From Brett Landscaping or equivalent. Laid in line with engineer's details.
- Proposed areas of angular chippings for top dressing. Laid over a weed proof membrane
- 1.8m High Closeboard Fence
- Zenith curved bench from Furnitubes or equivalent
- Proposed Sheffield cycle stand
- Proposed Quintet Bin Store, from wheelee bin storage direct or equivalent
- Proposed 1.8m high double leaf automated ornamental gate, with attached pedestrian gate from Jacksons Security or equivalent
- Electric charging points. Will be provided to 4 parking bays



Rev	Date	Details	Drawn
F	13.04.26	Client comments	JO
E	10.04.26	Client comments	JO
D	27.03.26	Layout change	JO
C	27.07.22	Change to parking layout	PD
B	14.06.22	Client Comments	JO
A	12.04.22	Client Comments	JO



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www.acdenvironmental.co.uk



scheme: 122-123 High Street,  
Uxbridge

client: Shield Berks Ltd

drawing: Landscape Proposals

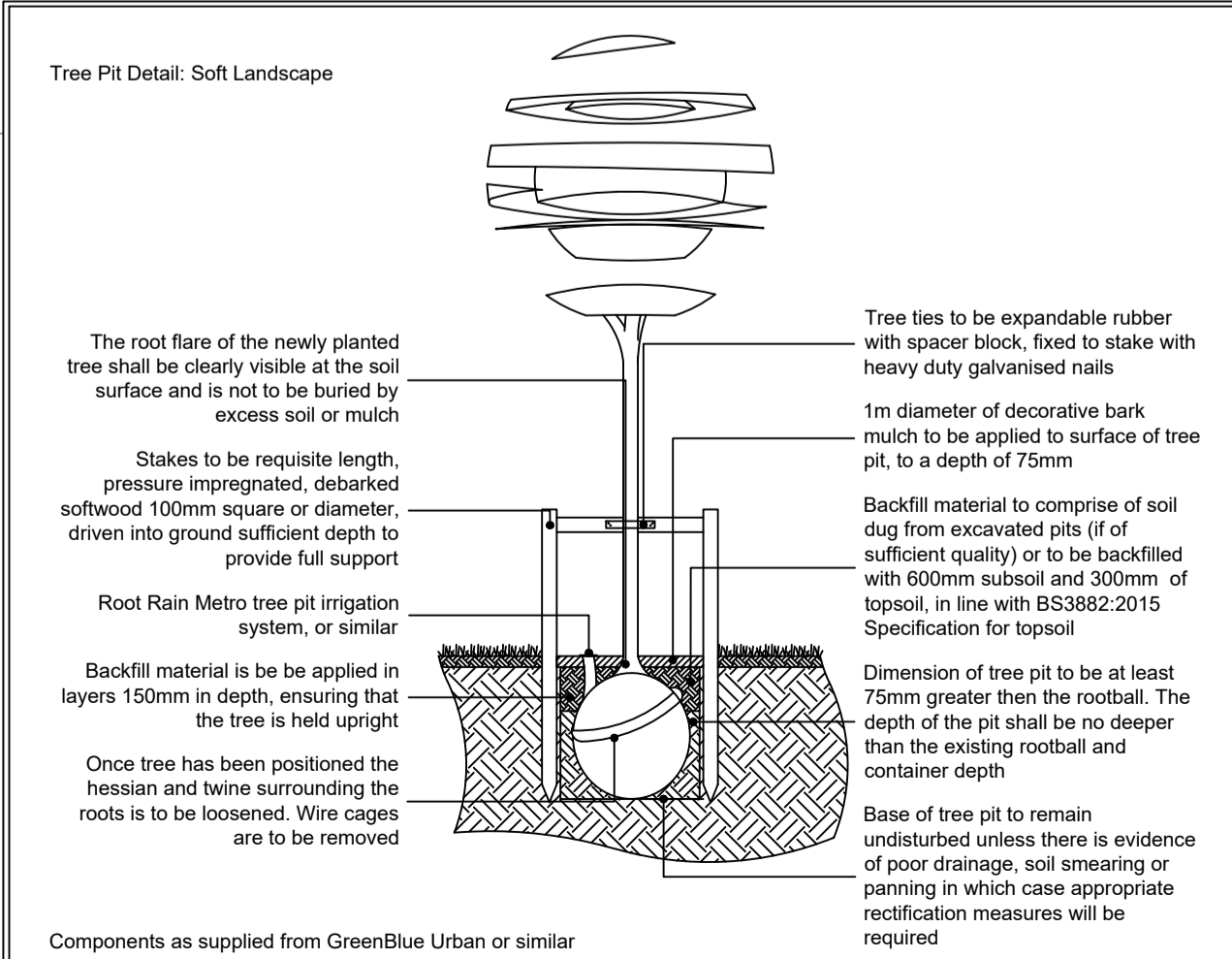
date: January 2022

scale: 1:100@A1

drawing no: PRI23547 - 11

drawn: JO checked: DKM

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## Rainfall runoff calculations

### Design Settings

Rainfall Methodology	FEH-22	Minimum Velocity (m/s)	1.00
Return Period (years)	2	Connection Type	Level Soffits
Additional Flow (%)	0	Minimum Backdrop Height (m)	0.200
CV	0.750	Preferred Cover Depth (m)	1.200
Time of Entry (mins)	5.00	Include Intermediate Ground	✓
Maximum Time of Concentration (mins)	30.00	Enforce best practice design rules	✓
Maximum Rainfall (mm/hr)	50.0		

### Nodes

Name	Area (ha)	Cover Level (m)	Depth (m)
1	0.026	10.000	2.400

### Simulation Settings

Rainfall Methodology	FEH-22	Analysis Speed	Normal	Starting Level (m)	
Rainfall Events	Singular	Skip Steady State	x	Check Discharge Rate(s)	x
Summer CV	0.750	Drain Down Time (mins)	240	Check Discharge Volume	x
Winter CV	0.840	Additional Storage (m <sup>3</sup> /ha)	20.0		

### Storm Durations

15 | 30 | 60 | 120 | 180 | 240 | 360 | 480 | 600 | 720 | 960 | 1440

Return Period (years)	Climate Change (CC %)	Additional Area (A %)	Additional Flow (Q %)
2	0	0	0
30	0	0	0
100	0	0	0
100	40	0	0

### Node 1 Soakaway Storage Structure

Base Inf Coefficient (m/hr)	1.08000	Invert Level (m)	7.600	Depth (m)	3.000
Side Inf Coefficient (m/hr)	1.08000	Time to half empty (mins)	43	Inf Depth (m)	
Safety Factor	2.0	Pit Width (m)	2.000	Number Required	1
Porosity	0.95	Pit Length (m)	4.000		

**Results for 2 year Critical Storm Duration. Lowest mass balance: 100.00%**

Node Event	US Node	Peak (mins)	Level (m)	Depth (m)	Inflow (l/s)	Node Vol (m <sup>3</sup> )	Flood (m <sup>3</sup> )	Status
15 minute winter	1	14	7.706	0.106	3.5	0.8282	0.0000	OK

Link Event (Upstream Depth)	US Node	Link	Outflow (l/s)
15 minute winter	1	Infiltration	1.4

**Results for 30 year Critical Storm Duration. Lowest mass balance: 100.00%**

Node Event	US Node	Peak (mins)	Level (m)	Depth (m)	Inflow (l/s)	Node Vol (m <sup>3</sup> )	Flood (m <sup>3</sup> )	Status
30 minute winter	1	26	8.071	0.471	7.8	3.6842	0.0000	OK

Link Event (Upstream Depth)	US Node	Link	Outflow (l/s)
30 minute winter	1	Infiltration	2.0

**Results for 100 year Critical Storm Duration. Lowest mass balance: 100.00%**

Node Event	US Node	Peak (mins)	Level (m)	Depth (m)	Inflow (l/s)	Node Vol (m <sup>3</sup> )	Flood (m <sup>3</sup> )	Status
30 minute winter	1	26	8.258	0.658	10.2	5.1433	0.0000	OK

Link Event (Upstream Depth)	US Node	Link	Outflow (l/s)
30 minute winter	1	Infiltration	2.4

**Results for 100 year +40% CC Critical Storm Duration. Lowest mass balance: 100.00%**

Node Event	US Node	Peak (mins)	Level (m)	Depth (m)	Inflow (l/s)	Node Vol (m <sup>3</sup> )	Flood (m <sup>3</sup> )	Status
60 minute winter	1	46	8.585	0.985	9.5	7.7008	0.0000	OK

Link Event (Upstream Depth)	US Node	Link	Outflow (l/s)
60 minute winter	1	Infiltration	3.0

Input parameters for run-off calculations	
Country	England
Total site area	638 m <sup>2</sup>
Area proposed for development	600 m <sup>2</sup>
Current permeable ground cover	0 m <sup>2</sup>
Current impermeable ground cover	600 m <sup>2</sup>
Proposed permeable ground cover	19 m <sup>2</sup>
Proposed impermeable ground cover	260 m <sup>2</sup>
Urban Creep Allowance	0%
Final impermeable ground cover	260 m <sup>2</sup>
SPR	0.3
SAAR	659 mm
Region	6
Climate change factor	40%
Discharge Rate (l/s)	1.0
Run-off coefficient	100%

Current impermeable area as % of total	100%
Proposed impermeable area as % of total	43%
Change in permeable area (m2)	19
Change in impermeable area (m2)	-340
Change in impermeable area as % of total	-57%

Rainfall event	Greenfield run-off rates (l/s)	Existing run-off rates(l/s)	Potential run-off rates without attenuation (l/s)	Potential minus existing (l/s)
QBAR	0.10	N/A	N/A	N/A
6 hour 1 in 1 year	0.09	0.71	0.31	-0.40
6 hour 1 in 10 year	0.17	1.21	0.53	-0.67
6 hour 1 in 30 year	0.23	1.59	0.70	-0.89
6 hour 1 in 100 year	0.33	2.07	0.92	-1.15
6 hour 1 in 100 year + 20% CC	N/A	N/A	1.10	-0.97
6 hour 1 in 100 year + 40% CC	N/A	N/A	1.28	-0.79

Rainfall event	Greenfield run-off volume (m <sup>3</sup> )	Existing run-off volume (m <sup>3</sup> )	Potential run-off volume without attenuation (m <sup>3</sup> )	Potential minus existing (m <sup>3</sup> )
QBAR	4.95	N/A	N/A	N/A
6 hour 1 in 1 year	4.61	15.36	6.80	-8.56
6 hour 1 in 10 year	8.04	26.07	11.55	-14.52
6 hour 1 in 30 year	10.31	34.37	15.22	-19.15
6 hour 1 in 100 year	13.41	44.70	19.79	-24.91
6 hour 1 in 100 year + 20% CC	N/A	N/A	23.75	-20.95
6 hour 1 in 100 year + 40% CC	N/A	N/A	27.71	-16.99

Return Period	Runoff rate restriction (l/s)	Critical Storm Duration (hr)	Attenuation Volume Required (m <sup>3</sup> )	Volume required above previous return period
1 in 30 year	1.00	0.75	5.61	N/A
6 hour 1 in 100 year	1.00	1	8.26	2.64
6 hour 1 in 100 year + 40% CC	1.00	2	13.46	5.21



## Regulated Drainage and Water Search

# Regulated Drainage & Water Search



## Search Details

**Prepared for:** GeoSmart

**Matter:** 75667

**Client address:** Suite 9-11 Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU

### Property:

122 High Street, Uxbridge, UB8 1JT

### Water Company:

Thames Water Utilities Ltd

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

**Date Returned:**  
26/11/2021

**Property type:**  
Residential

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## Summary for Conveyancers

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



### Maps

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



### Drainage

2.1	Does foul water from the property drain to the public sewer?	Yes
2.2	Does surface water from the property drain to the public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Refer to Vendor
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1	Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station within 50 metres (164.04 feet) of any buildings within the property?	Insured
2.6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7	Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8	Is any building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Insured
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	Insured



### Water

3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4	Is this property at risk of receiving low water pressure or flow?	Insured
3.5	What is the classification of the water supply for the property?	See report
3.6	Please include details of the location of any water meter serving the property	See report



### Charging

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



## Question 1.1

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

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



### Guidance Notes:

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

## Question 1.2

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

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



### Guidance Notes:











Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.



## Public Sewer & Water Map



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

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



## Question 2.1

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

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



### Guidance Notes:

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

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



## Question 2.2

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

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



### Guidance Notes:

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

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

## Question 2.3

Is a surface water drainage charge payable?

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



### Guidance Notes:

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



## Question 2.4

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

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. Please note, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. However on 1 October 2011 private sewers were transferred into public ownership. There may therefore be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.



### Guidance Notes:

The approximate boundary of the property has been determined by reference to the plan provided. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work. Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are considered to be not an 'as constructed' record. It is recommended these details are checked with the developer.

## Question 2.4.1

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

The public sewer map included indicates that there is no public sewage pumping station within the boundaries of the property.



### Guidance Notes:

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



## Question 2.5

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

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



### Guidance Notes:

Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer. The presence of a public sewer within 30.48 metres (100 feet) of any buildings within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated using the map provided and the water company records, between the building(s) within the boundary of the property and the nearest public sewer.

## Question 2.5.1

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

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



### Guidance Notes:

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



## Question 2.6

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

Records indicate that sewers serving the property are not the subject of an existing adoption agreement or an application for such an agreement.



### Guidance Notes:

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Water Companies' mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

## Question 2.7

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

There are 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 please note the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.



### Guidance Notes:

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



## Question 2.8

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

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



### Guidance Notes:

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

## Question 2.9

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

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



### Guidance Notes:

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



### Question 3.1

Is the property connected to mains water supply?

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



**Guidance Notes:**

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

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

### Question 3.2

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

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



**Guidance Notes:**

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

### Question 3.3

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

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



**Guidance Notes:**

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



### Question 3.4

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

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



#### Guidance Notes:

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

### Question 3.5

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

To check the average water hardness of water supplied to the property please visit <https://www.affinitywater.co.uk/check-hardness.aspx>



#### Guidance Notes:

The hardness of water depends on the amount of calcium in it - the more it contains the harder the water is. There is no UK or European standard set for the hardness of drinking water. More information on water hardness can be found on the Drinking Water Inspectorates' website: <http://www.dwi.gov.uk>

If the property is in a hard water area, you may wish to refer to the vendor or pre-contract documents and/or your own survey of the property to establish if a water softener has been installed.

### Question 3.6

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

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

Affinity Water (Veolia Central), Tamblin Way, Hatfield, AL10 9EZ

Tel: 0845 782 3333

[www.affinitywater.co.uk/index.aspx](http://www.affinitywater.co.uk/index.aspx)



### Question 4.1.1

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

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

### Question 4.1.2

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

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

Affinity Water (Veolia Central), Tamblin Way, Hatfield, AL10 9EZ  
Tel: 0845 782 3333  
[www.affinitywater.co.uk/index.aspx](http://www.affinitywater.co.uk/index.aspx)

### Question 4.2

Who bills the property for sewerage services?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB  
Tel: 0845 9200 888  
[www.thameswater.co.uk](http://www.thameswater.co.uk)

### Question 4.3

Who bills the property for water services?

Affinity Water (Veolia Central), Tamblin Way, Hatfield, AL10 9EZ  
Tel: 0845 782 3333  
[www.affinitywater.co.uk/index.aspx](http://www.affinitywater.co.uk/index.aspx)



#### Question 4.4

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

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



**Guidance Notes:**

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

The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website:

<http://www.ofwat.gov.uk> Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

#### Question 4.5

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

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



**Guidance Notes:**

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

# Glossary

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

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

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

**'discharge pipe'** means a pipe which discharges are made or are to be made under Section 165(1) of the 1991 Act

**'disposal main'** means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which - (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and (b) is not a public sewer

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

**'lateral drain'** means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65]

**'map of waterworks'** means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A)

**'private sewer'** means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker

**'public sewer'** means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise; 'public sewer map' means the map made available under Section 199(5) of the 1991 Act[72]

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

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

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

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

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

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

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

**'water supply zone'** in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year

**'Water Undertaker'** means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated. In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.



## Information for Buyers

This section is a guide to the content of the regulated drainage and water search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer if you have any concerns about the search results.

### Map of Public Sewers/Waterworks

- |   |  |
|---|--|
| <b>i</b> What is a Map of Public Sewers or Map of Waterworks? | Water companies maintain maps of sewers and water pipes for which they are responsible. Most but not all sewer and water pipes within an individual property boundary are the property owner's responsibility. |
|---|--|

### Sewer & Water Maintenance

- |   |  |
|---|--|
| <b>i</b> Are all Sewer & Water Pipes publicly maintained? | Sewer & Water Pipes can be either publicly or privately maintained. If they are publicly maintained, the local Sewerage or Water undertaker is responsible for repairs and maintenance. As from 1 October 2011 most lateral drains (see glossary) are now owned and maintained by the sewerage undertaker. |
|---|--|

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 and water pipes serving the property.

### Sewers

- |   |  |
|---|--|
| <b>i</b> What is a Foul Water Sewer?    | Foul sewers/drains take foul sewage (waste from toilets, bathrooms and kitchens etc) away from your property.  |
| <b>i</b> What is a Surface Water Sewer? | Surface water sewers/drains take surface water (rainwater) away from your property (includes water from roofs and other impermeable surfaces within the curtilage of the property).<br><br>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. |
| <b>i</b> What is a Combined Sewer?      | Combined sewers carry both foul sewage and surface water away from your property.  |

## Adoption Agreement

- i** What does it mean if a sewer is subject to a Section 104 adoption agreement?
- With new developments, the developer will typically lay new sewers which are 'subject to adoption'. Purchasers of new homes will want to know whether or not the property will eventually be connected to a public sewer. The adoption of private sewers and drains by the Sewerage Undertaker is subject to the developer complying with the terms of the adoption agreement made under the provisions of Section 104 of the Water Industry Act 1991. For newly built properties, where the property is part of a very recent or on-going development and the sewers are not the subject of an adoption application, buyers should consult with the developers to ascertain the extent of private drains & sewers for which they will hold maintenance & renewal liabilities.
- i** Why do I need to know if there is a public foul sewer within 30.48 metres (100 feet) of any buildings within the property?
- If foul water from the property does not drain to a public sewer, the presence of a public foul sewer within 30.48 metres (100 feet) of any buildings within the property can result in the local authority requiring the property to be connected to a public sewer if the existing arrangements are unsatisfactory.

## Water Pipes

- i** What are Water Pipes?
- Water pipes (water mains, resource mains or discharge pipes) supply clean water to a property. The pipework can be either publicly or privately maintained. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. If the property is not connected to mains water supply we recommend the situation is checked with the current owner of the property. Details of private supplies are not kept by the Water Undertaker.
- i** What does it mean if there are public water pipes or public sewers within the boundary of the property?
- The presence of public water pipes or public sewers within the boundary of the property may restrict further development. The Water and/or Sewerage Undertaker also has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or Sewer Undertaker or its contractors needing to enter the property to carry out work. The approximate boundary of the property has been determined by reference to the plan provided.

## Information

- i** What is meant by the Private Sewer Transfer?
- On 1 October 2011, the responsibility for many private sewers and lateral drains, which drain to a public sewer and may be located both within and beyond the property boundary, transferred to the water and sewerage companies.
- The water and sewerage companies are currently undertaking an exercise to map these new public sewers and lateral drains. In the meantime however there may be additional public assets not shown on the public sewer map enclosed herein.
- For further information visit:

<http://www.ofwat.gov.uk/households/supply-and-standards/supply-pipes/>

The following diagram illustrate an example of the impact of the new drainage arrangements:



## Sustainable Urban Drainage System (SuDS)

**i** What are Sustainable Urban Drainage Systems (SuDS)?

Sustainable Urban Drainage System (SuDS) are designed to drain surface water from a property or site in a natural more sustainable way, than through conventional networks of pipes and sewers, to local watercourses. SuDS slow down surface water run-off and reduce the risk of flooding, particularly during heavy rain. They also improve water quality and reduce the risk of pollution that can happen when foul sewers are overwhelmed by surface water, leading to dirty water being released into rivers.

## Unanswered Questions

**i** Why are certain questions not answered within this report?

This report is compiled using publicly available information (as defined by the Water Industry Act 1991). Where data is not publicly available, we provide an insurance policy (see attached). Where we infer certain answers (Q2.1, 2.2 and 3.1) we refer you to alternative sources of information, including billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains drainage, if a septic tank is installed, and information regarding whether a water meter is installed. If both our inference and the form TA6, the Property Details Questionnaire or billing information are incorrect, then our insurance policy would apply.

## REGULATED DRAINAGE AND WATER SEARCH INFORMATION ACCURACY POLICY INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 270166. Registered office address: 11 Haymarket, London SW1V 4BP

**Complete pre-contractual and contractual information on this policy is provided in other documents**

### WHAT IS THIS TYPE OF INSURANCE?

Regulated Drainage and Water Search Information Accuracy Policy



#### WHAT IS INSURED?

- ✓ The defect as described in the Defects section of the Policy Schedule and which arises from your use and ownership of the property as described in the Policy Schedule.
- ✓ In the event of a Regulated Drainage and Water Search provided by the Organisation containing an Adverse Entry which materially affects the market value of the Property then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



#### WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



#### ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
  - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
  - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
  - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
  - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



## WHERE AM I COVERED?

This policy covers you for the UK property specified in the Policy Schedule.



## WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
  - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
  - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
  - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
  - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
  - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
  - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
  - admission, promise of payment or indemnity
  - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



## WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



## WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



## HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to [STLEnquiry@stewart.com](mailto:STLEnquiry@stewart.com).

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

**BASIS OF COVER**

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

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

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read "Steven Lessack". The signature is written in a cursive, flowing style.

Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory

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**POLICY SCHEDULE**

POLICY NUMBER 155853	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

**THE INSURED**

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

**THE INSURER**

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

**THE DEFECT**

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

**INSURED USE**

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

**EXCLUSION(S)**

Any Claim arising from or relating to:

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

**ADDITIONAL POLICY CLAUSE(S)**

Definitions:-

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

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

Organisation - STL Group PLC

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

LIMIT OF INDEMNITY	PREMIUM
(Up to £ per Property)	(£ inclusive of I.P.T)
£ 2,000,000.00	£ 0.75

**MEMORANDUM OF ENDORSEMENT For Seller Cover**

Definitions

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

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

**Buyer:** The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the

Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

**Completion Date:** the date upon which the sale of the Property to the Buyer completed

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

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

**Seller Cover**

The cover under this Policy will be extended to provide the following additional cover:-

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

**Exclusions**

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

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

**Conditions**

All conditions referred to in the Policy shall apply

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## GENERAL PROVISIONS

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.
- j. The Insurer and the Organisation agree that this version of this Policy will be effective for all Properties entered on a bordereau on or after 1 December 2018.

## NON INVALIDATION

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

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

## IMPORTANT CONDITIONS

### In respect of each Property:-

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
- b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
- c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
  - a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
  - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
  - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
  - d. take a similar proportionate action.The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: «PolicyNumber»

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

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## COMPLAINTS PROCEDURE

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

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

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

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

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

## RIGHT TO CANCEL POLICY

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

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

## CLAIMS CONDITIONS

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

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

The Insured will not make any

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

## DEALING WITH THE CLAIM

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

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

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

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

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# Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk)) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

## The Search Code

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

## The Code's core principles

Firms which subscribe to the Search Code will:

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

## Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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: [www.tpos.co.uk](http://www.tpos.co.uk) / Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

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



## Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

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

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk), [www.infotrack.co.uk](http://www.infotrack.co.uk))

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

Revised 29 January 2019

# Terms and Conditions

## 1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.
  - 1.2 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
  - 1.3 "Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.
  - 1.4 "Company" means a company registered at Companies House in respect of which InfoTrack has been instructed to provide a Service.
  - 1.5 "Consumer" means any person acting for purposes other than their trade, business or profession.
  - 1.6 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
  - 1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.
  - 1.8 "Literature" means InfoTrack's brochures, price lists and advertisements in any type of media, including the content of the Website.
  - 1.9 "Order" means the request for Services by You.
  - 1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.
  - 1.11 "Property" means an address or location for which InfoTrack provides a Service.
  - 1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.
  - 1.13 "Report" means the report prepared by InfoTrack in respect of the Property or the Order.
  - 1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
  - 1.15 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing the Services.
  - 1.16 "Terms" means these terms and conditions of business.
  - 1.17 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
  - 1.18 "Website" means our website located at [www.infotrack.co.uk](http://www.infotrack.co.uk).
  - 1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.
  - 1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

## 2. Agreement

- 2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.
- 2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

## 3. Services

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

#### **4. Price and Payment**

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

#### **5. Cancellation of Services**

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
  - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
  - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to helpdesk@infotrack.co.uk.
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

#### **6. Termination**

- 6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - 6.1.1 You fail to make any payment due in accordance with Term 4;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

#### **7. Events Beyond Our Control**

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

#### **8. Warranties and Limitation of Liability**

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:
  - 8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
  - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
  - 8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
  - 8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
  - 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.
- 9. Supplier's Obligations**  
This Term 9 only applies if you are a Supplier  
For the purposes of this Term 9, the terms "controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.  
In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.
- 9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data;
- 9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and
- 9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 The Supplier shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;
- 9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;
- 9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;
- 9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and
- 9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.
- 9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as third-party processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.
- 10. Our Liability if you are a Business**  
This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below
- 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any resale purposes unless You have obtained Our prior written consent.

10.2 Nothing in these Terms limits or excludes Our liability for:

- 10.2.1 Death or personal injury caused by Our negligence;
- 10.2.2 Fraud or fraudulent misrepresentation;
- 10.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.2.4 Defective products under the Consumer Protection Act 1987.

10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- 10.3.1 Any loss of profits, sales, business or revenue;
- 10.3.2 Loss or corruption of data, information or software;
- 10.3.3 Loss of business opportunity;
- 10.3.4 Loss of anticipated savings;
- 10.3.5 Loss of goodwill; or
- 10.3.6 Any indirect or consequential loss.

10.4 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

#### **11. Our liability if you are a Consumer**

This Term 11 only applies if you are a Consumer.

11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the European Economic Area (subject to our Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the European Commission is utilised.

11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 We do not in any way exclude or limit Our liability for:

- 11.3.1 Death or personal injury caused by Our negligence;
- 11.3.2 Fraud and fraudulent misrepresentation;
- 11.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 11.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 11.3.5 Defective products under the Consumer Protection Act 1987.

11.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

#### **12. Beta Services**

12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).

12.2 Subject to Term 12.3 below:

12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);

12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and

12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.

12.3 Nothing in this Term 12 limits or excludes Our liability for:

- 12.3.1 Death or personal injury caused by Our negligence;
- 12.3.2 Fraud and fraudulent misrepresentation;
- 12.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 12.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 12.3.5 Defective products under the Consumer Protection Act 1987.

#### **13. Intellectual Property Rights**

13.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights save solely to the extent set out at Term 13.5 below.

13.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

13.3 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 13.

13.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

- 13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:
- 13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
- 13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
- 13.5.3 We have the right to terminate the Licence at any time at our sole discretion.
- 14. Insurance**
- 14.1 Our insurers are QBE Insurance (Europe) Ltd whose address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.
- 14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 15. Complaints**
- 15.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is [www.tpos.co.uk](http://www.tpos.co.uk) and email address is [admin@tpos.co.uk](mailto:admin@tpos.co.uk) We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.
- 15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision. Terms and Conditions
- 16. General**
- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 The parties to these Terms do not intend that any term of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.
- 16.8 In providing the Services and Reports We will comply with the Search Code.
- 16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.
- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Revised January 2021

## Disclaimer

This report has been prepared by GeoSmart in its professional capacity as soil, groundwater, flood risk and drainage specialists, with reasonable skill, care and diligence within the agreed scope and terms of contract and taking account of the manpower and resources devoted to it by agreement with its client and is provided by GeoSmart solely for the internal use of its client.

The advice and opinions in this report should be read and relied on only in the context of the report as a whole, taking account of the terms of reference agreed with the client. The findings are based on the information made available to GeoSmart at the date of the report (and will have been assumed to be correct) and on current UK standards, codes, technology and practices as at that time. They do not purport to include any manner of legal advice or opinion. New information or changes in conditions and regulatory requirements may occur in future, which will change the conclusions presented here.

This report is confidential to the client. The client may submit the report to regulatory bodies, where appropriate. Should the client wish to release this report to any other third party for that party's reliance, GeoSmart may, by prior written agreement, agree to such release, provided that it is acknowledged that GeoSmart accepts no responsibility of any nature to any third party to whom this report or any part thereof is made known. GeoSmart accepts no responsibility for any loss or damage incurred as a result, and the third party does not acquire any rights whatsoever, contractual or otherwise, against GeoSmart except as expressly agreed with GeoSmart in writing.

For full T&Cs see <http://geosmartinfo.co.uk/terms-conditions>

## Further information

Information on confidence levels and ways to improve this report can be provided for any location on written request to [info@geosmart.co.uk](mailto:info@geosmart.co.uk) or via our website. Updates to our model are ongoing and additional information is being collated from several sources to improve the database and allow increased confidence in the findings. Further information on groundwater levels and flooding are being incorporated in the model to enable improved accuracy to be achieved in future versions of the map. Please contact us if you would like to join our User Group and help with feedback on infiltration SuDS and mapping suggestion.

## Important consumer protection information

This search has been produced by GeoSmart Information Limited, Suite 9-11, 1st Floor, Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU.

Tel: 01743 298 100

Email: [info@geosmartinfo.co.uk](mailto:info@geosmartinfo.co.uk)

GeoSmart Information Limited 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 compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

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

### TPOs contact details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

Please ask your search provider if you would like a copy of the search code

## Complaints procedure

GeoSmart Information Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly. 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.

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](mailto:admin@tpos.co.uk).



We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. Complaints should be sent to:

Liz Lloyd

Finance Manager

GeoSmart Information Limited

Suite 9-11, 1st Floor,

Old Bank Buildings,

Bellstone, Shrewsbury, SY1 1HU

Tel: 01743 298 100

[support@geosmartinfo.co.uk](mailto:support@geosmartinfo.co.uk)

## 17 Terms and conditions, CDM regulations and data limitations



Terms and conditions can be found on our website:

<http://geosmartinfo.co.uk/terms-conditions/>

CDM regulations can be found on our website:

<http://geosmartinfo.co.uk/knowledge-hub/cdm-2015/>

Data use and limitations can be found on our website:

<http://geosmartinfo.co.uk/data-limitations/>