GeoSmart Information

SuDSmart Plus

Sustainable Drainage Assessment

Site Address

Oxford Road
Reading
RG30 1AQ

Grid Reference

E 469716 N 173672

Report Prepared for

Stonegate Homes (Reading) Limited
Oak Green House
250-256 High Street
Dorking
RH4 1QT

Date

2022-05-25

Report Status

FINAL

Site Area

0.13 ha

Report Reference

73227.01R1

Discharge to Sewer

The proposed Sustainable Drainage Scheme (SuDS) strategy is comprised of rainwater harvesting butts, a green roof and lined permeable paving to attenuate surface water runoff prior to discharging to the public sewer network at 2 l/s. The suitability of the proposed SuDS strategy is subject to confirmation from Thames Water that the proposed discharge rate of 2 l/s is acceptable.

Report Author

Alexandra Pickles / James Robinson

Consultant / Project Consultant

Report Checker

Alan White

Principal Consultant

Report Reviewer

Mike Piotrowski / David South

Principal Hydrologist / Senior Project Consultant

GeoSmart Information Ltd
Suite 9-11, 1st Floor, Old Bank Buildings,
Bellstone, Shrewsbury, SY1 1HU
+44(0)1743 298 100
info@geosmartinfo.co.uk

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1 Executive summary

This report assesses the feasibility of a range of Sustainable Drainage Scheme (SuDS) options in support of the Site development process. 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
Discharge Location	What is the infiltration potential at the Site?	Moderate
	What is the potential to discharge to surface water features?	Low
	What is the potential to discharge to sewers?	Medium
Flooding	What is the fluvial flood risk at the Site?	Negligible
	What is the pluvial flood risk at the Site?	Low
	What is the groundwater flood risk at the Site?	High
Pollution	Is the groundwater a protected resource?	No
	Is the surface water feature a protected resource?	N/A

Summary of existing and proposed development

The Site is currently undeveloped, at present there are foundations of a disused structure on-Site. Development proposals include the construction of a mixed-use development comprised of commercial units at ground floor level and residential from first to fifth floors, including associated access from Curzon Street, parking and landscaping.

Summary of discharge routes

GeoSmart's SuDS Infiltration Potential (SD50) map indicates the Site has a Moderate potential for infiltration, primarily due to the high permeability of the underlying geology (gravel and chalk). The British Geological Survey (BGS) online borehole records indicate a shallow water table linked to the productive chalk aquifer and permeable superficial deposits, which results in a modelled high risk of groundwater emergence above the Site surface.

Focused infiltration features such as soakaways are not proposed, due to the anticipated high groundwater table identified at the Site which could potentially lead to groundwater ingress into drainage systems at the Site, where these systems are used. The spatial requirements for focused infiltration features above the chalk aquifer are also defined by their potential for infiltrated runoff to lead to the new formation and increased susceptibility of existing solution

features. As such, the size and nature of the spatial layout of the proposed development would not be conducive to infiltration for the reasons described above.

Ordnance Survey (OS) mapping confirms there are no surface water features within 500 m of the Site.

The regulated drainage and water search included in Appendix C confirms the public sewer network is located within 50 m the Site, in the highway of Oxford Road. Due to the short distance to nearby sewers discharging surface water runoff to the sewer is the most practical solution. It should be noted the topographic gradient of the site falls to the north west away from the existing drainage network along the main road. The depth of the public sewer network should be confirmed to ensure it would be possible to drain the Site via gravity to the existing sewer network.

Runoff rate and attenuation requirements

Discharging off-Site to the public sewer requires 69.9 m^3 of attenuation to be provided to ensure there is no flooding within the development in all storm events up to and including the 1 in 100 year including a 40 % allowance for climate change. This volume is subject to the discharge rate being restricted to 2.0 l/s.

Any surface water and SuDS drainage system which attenuate runoff and discharge off-site into the public sewer network, will be designed to prevent groundwater ingress into the surface water attenuation features, ultimately to prevent additional groundwater loading into the on-Site and sewer drainage network.

Proposed SuDS strategy

SuDS features comprised of a green roof and lined permeable surfacing are proposed to attenuate a minimum of 71.1 m^3 of surface water runoff. The SuDS features would provide some water quality benefits (interception and filtration) before discharging off-Site to sewer.

Surface infiltration is not proposed currently but could potentially be considered in the access and parking areas in the form of permeable paving, to increase the permeable coverage and ensure the Site drains as close to greenfield as possible.

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 DEFRAs non-statutory technical standards (DEFRA, 2015).

SuDS & drainage network maintenance

The management and maintenance of the SuDS features, in line with the details and schedules outlined in Section 11 of this report, will be undertaken by contractors appointed by the owners and occupiers of the new building, where payments for the works will form part of the property deeds and / or rental agreements.

Recommendations / Next steps

It is recommended a Thames Water Pre-Development Enquiry is undertaken to confirm the public surface water sewer has sufficient capacity to accept runoff from the proposed development.

2 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 attenuation SuDS.
SuDS features	Green roof, rainwater harvesting butts, and lined permeable surfacing.
Discharge location	Surface water sewer network.
Discharge rate	2.0 l/s.

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

Rainwater Harvesting	A rainwater harvesting butt should be established for each proposed development. In terms of attenuation storage within this SuDS scheme, volume of run-off which could be attenuated by rainwater harvesting has not been considered within the Preliminary SuDS schematic.
Green Roof	A green roof covering a total area of 297 m^2 (cover area of all roof spaces) with a green roof mix example volume of 41.6 m^2 (0.2m depth) and Geo-composite example volume of 3.12 m^2 (0.005m depth) would attenuate up to 9.6 m^3 of surface water runoff.
Lined permeable paving	A 259 m^2 area of permeable paving (underlain with a plastic geo-cellular crates) within the proposed driveway areas to a depth of 0.25 m, with a 95% void ratio would result in c. 61.5 m^3 attenuation.
Total Attenuation Provided	71.1 m^3
Total Attenuation Required	69.9 m^3
Freeboard Storage Provided	1.2 m^3

2. Proposed SuDS scheme layout

Green roof

Rainwater harvesting butt

Surface water drainage network

Hydro-brake

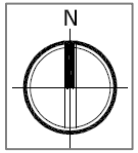
Surface water sewer

Exceedance flow routes

Site boundary

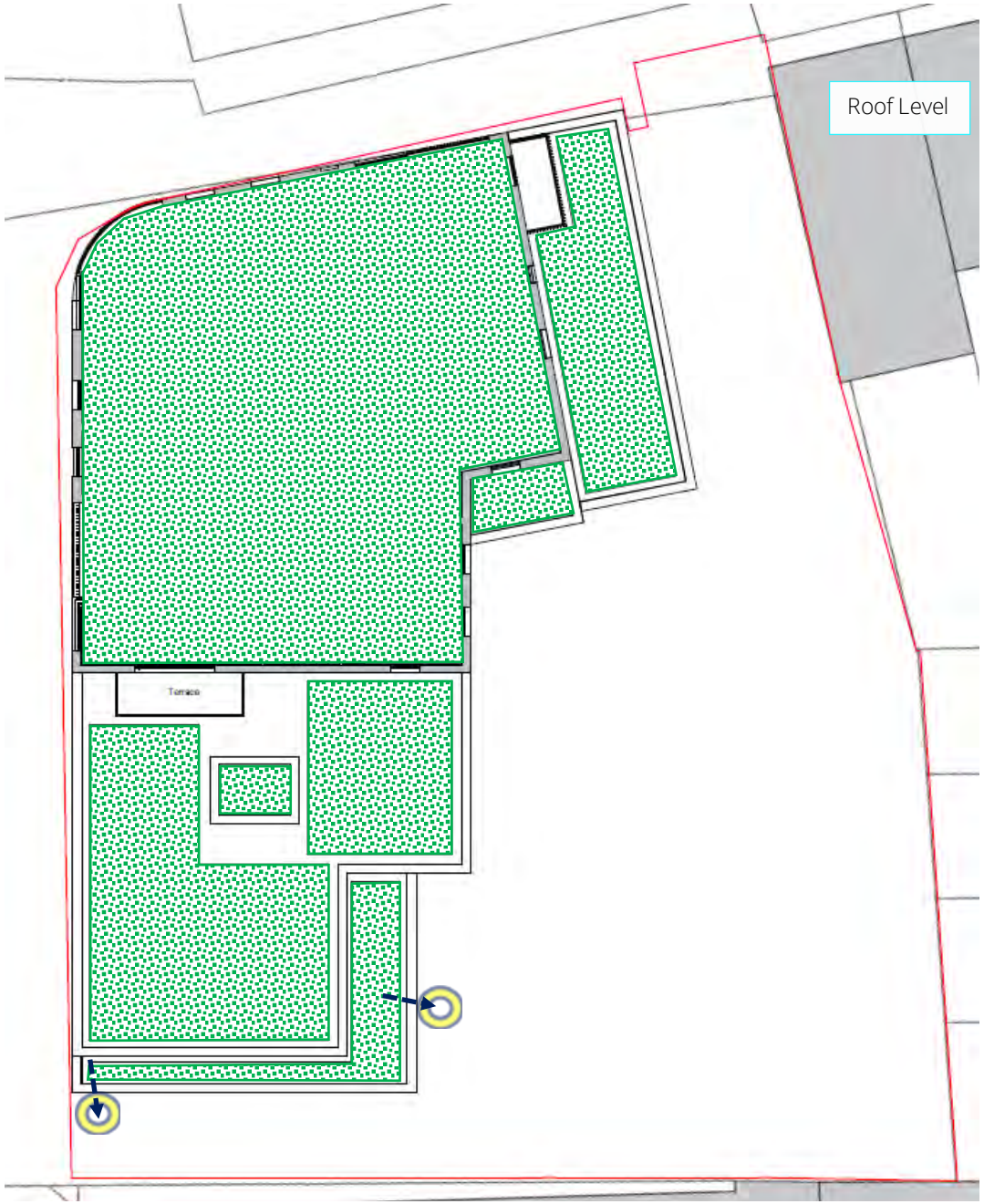
Lined permeable surfacing

Ground Floor



Schematic is not to scale

To the surface water sewer

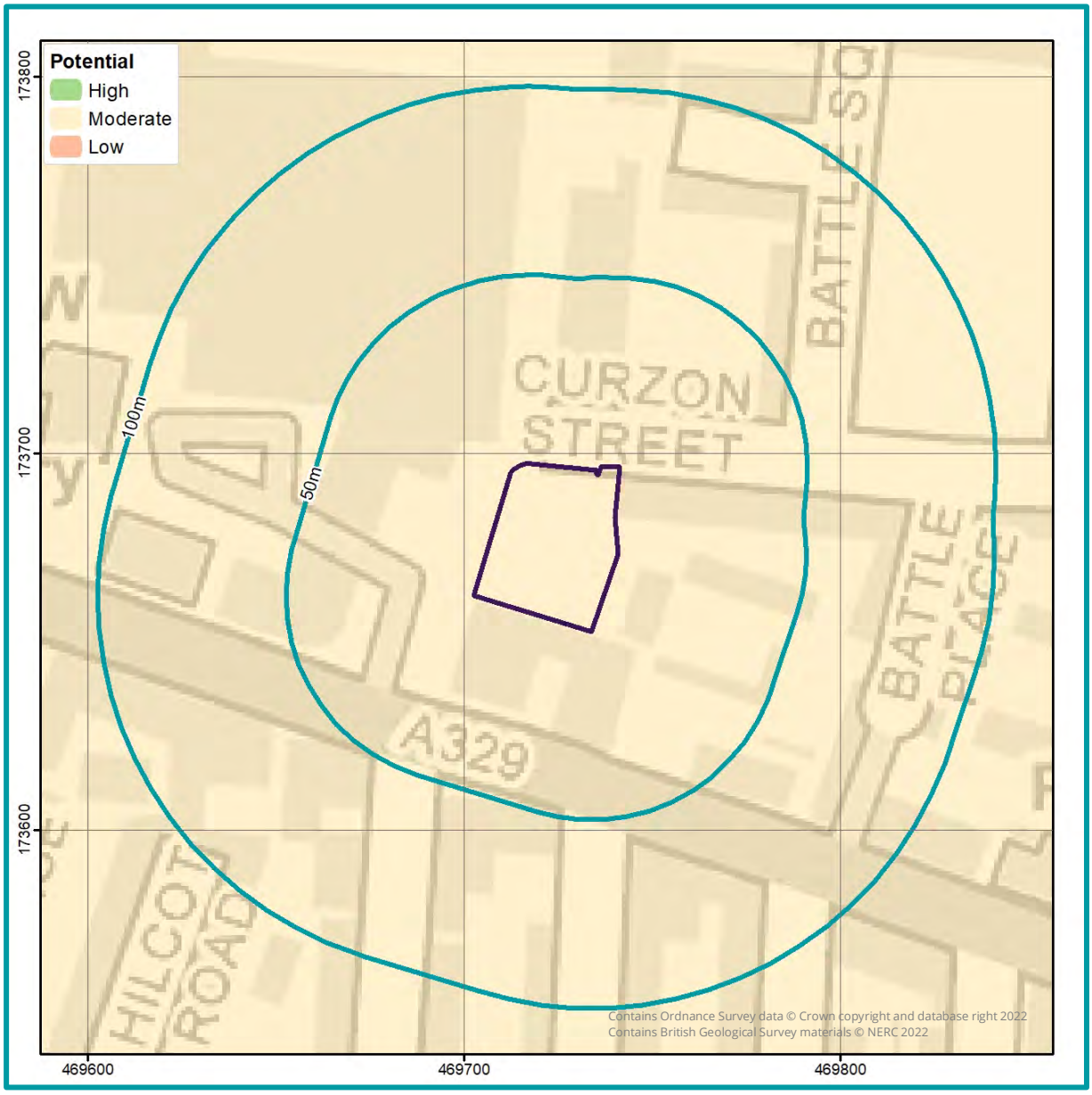

Roof Level
Terrace

3 Site analysis

Site location

Figure 1. Aerial Imagery (Bluesky, 2022)

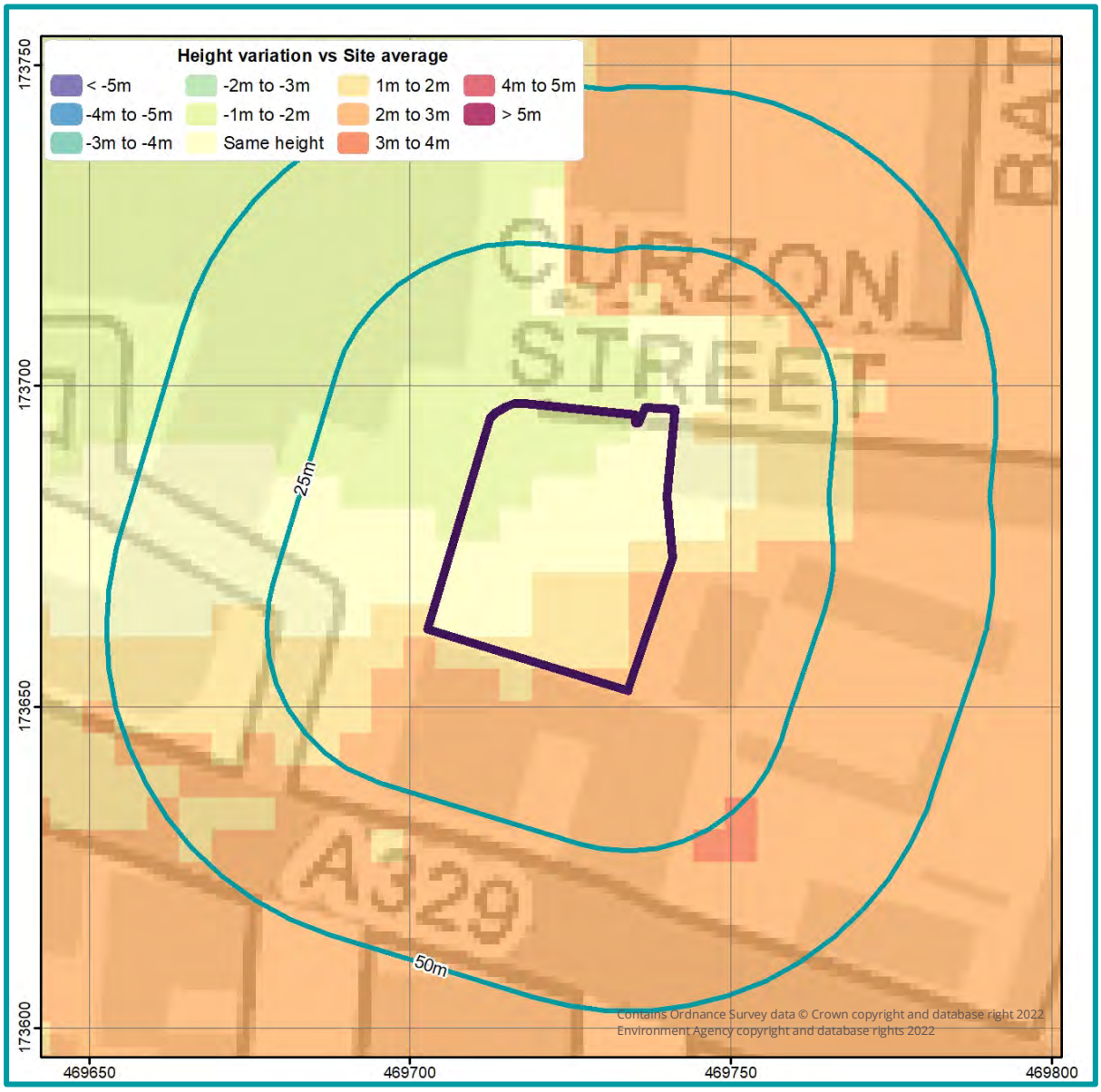
Figure 2. SuDS infiltration suitability (SD50) map (GeoSmart, 2022)



GeoSmart's SuDS Infiltration Suitability (SD50) Map 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. The Site is anticipated to have a Moderate potential for infiltration.

Infiltration features are not proposed due to the anticipated high groundwater table identified at the Site which could lead to groundwater emergence at the Site.

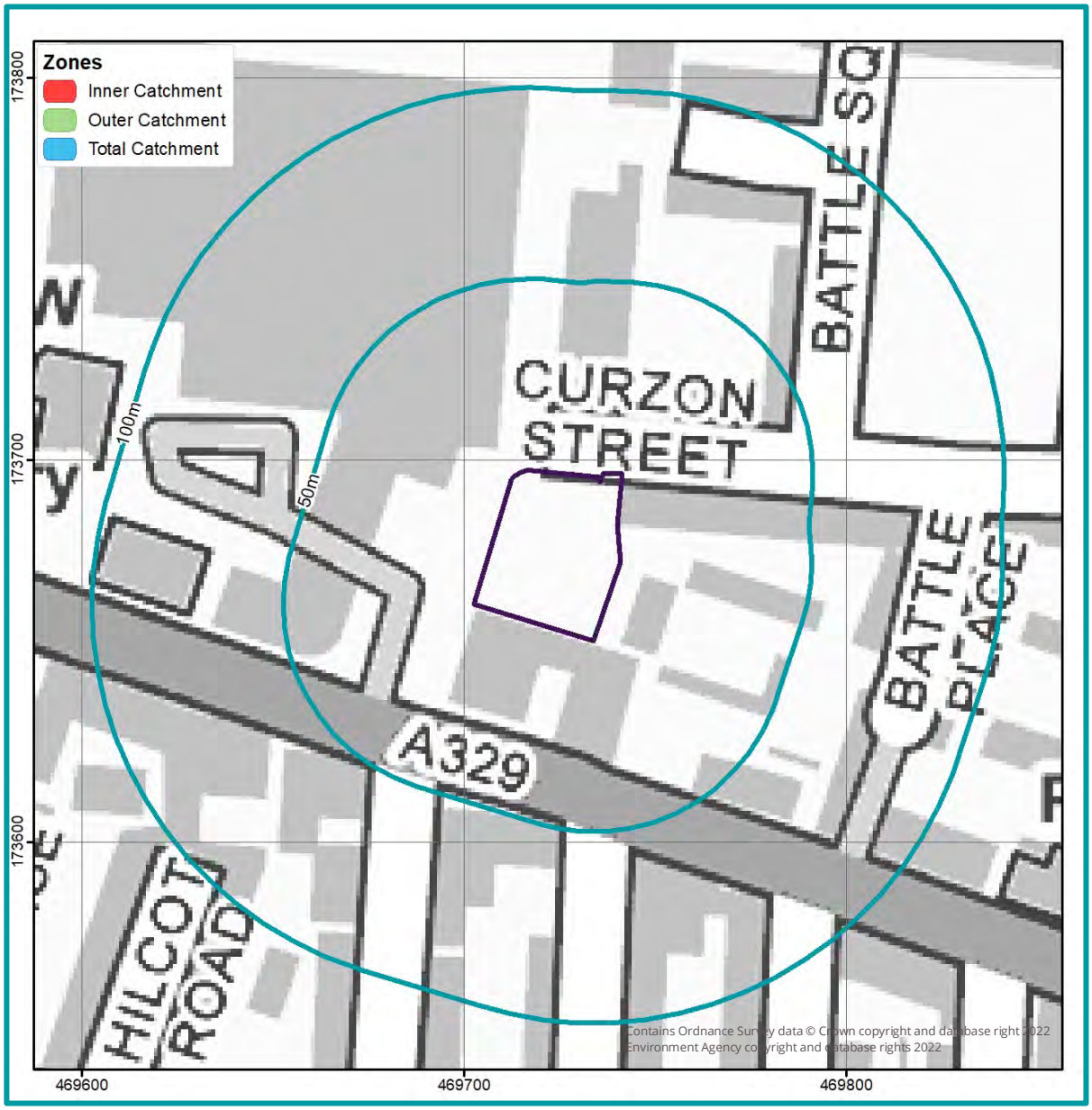
Figure 3. Site topography (GeoSmart, 2022)



GeoSmart have undertaken an assessment of the topography at the Site and within its vicinity, using LiDAR elevation data obtained from the Environment Agency (EA). The mapping shows a comparison between average ground levels on the Site with ground levels in the surrounding area. This is based on EA elevation data obtained for the Site to a 1 m resolution with a vertical accuracy of ±150 mm.

A topographical survey was undertaken for the Site by HB Surveys Ltd in May 2020. This confirms the Site is on a very gentle slope, with the land falling to the north west from 42.51 mAOD in the south eastern corner to 39.74 mAOD in the north western corner.

Figure 4. Source protection zone map (EA, 2022)

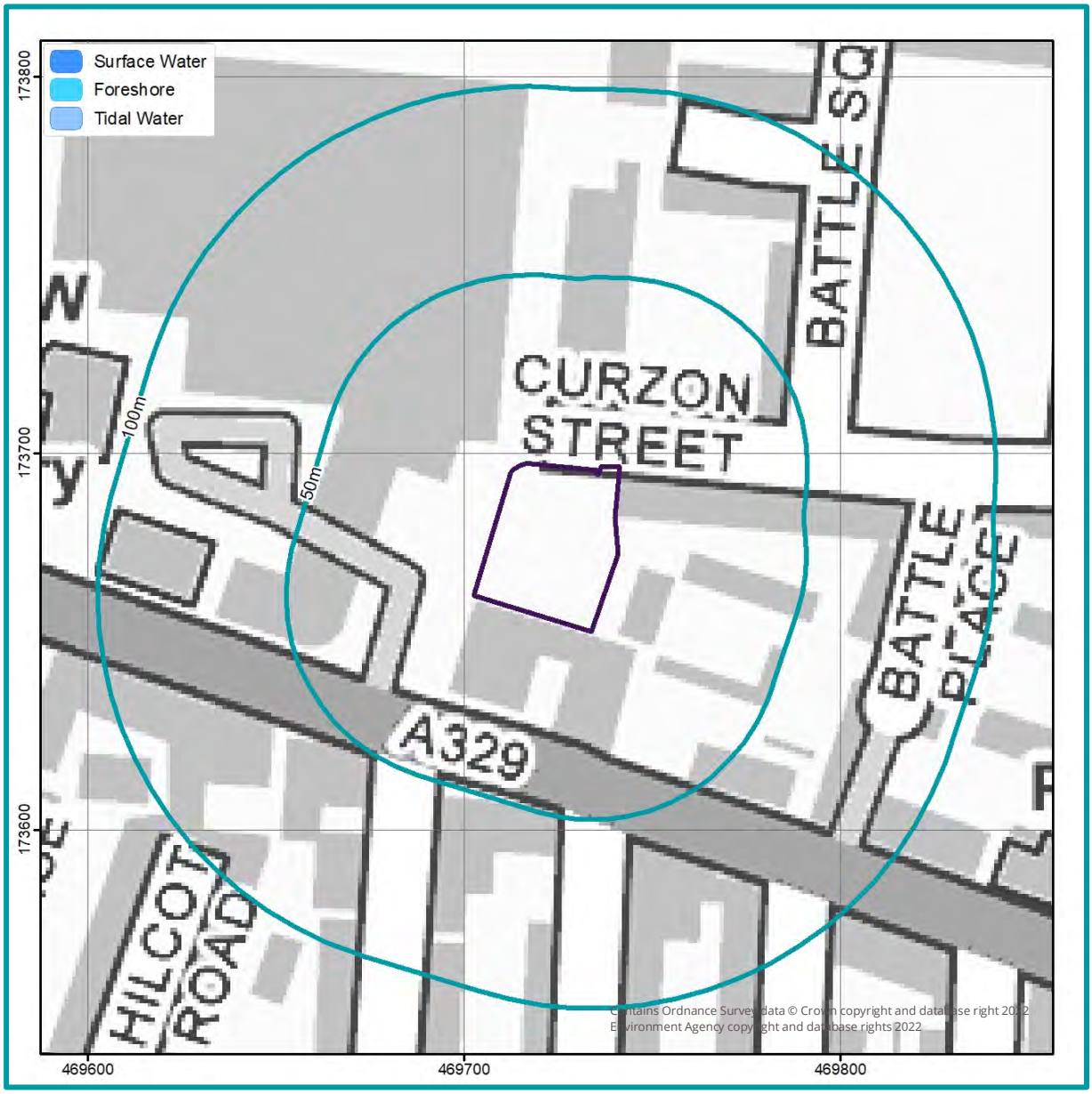


GeoSmart have undertaken an assessment of the EA's groundwater Source Protection Zones (SPZ) within the vicinity of the Site.

The Site is not within a SPZ, infiltration to the ground is likely to be acceptable providing suitable mitigation measures are in place if required to prevent an impact on water quality from the proposed or historical land use and contaminated land.

If hazards are identified, further consideration of the potential for any drainage system to cause pollution of groundwater is recommended. It is also recommended that the Local Authority and the EA are contacted to confirm the susceptibility of controlled water within the wider area.

Figure 5. Surface water features map (EA, 2022)

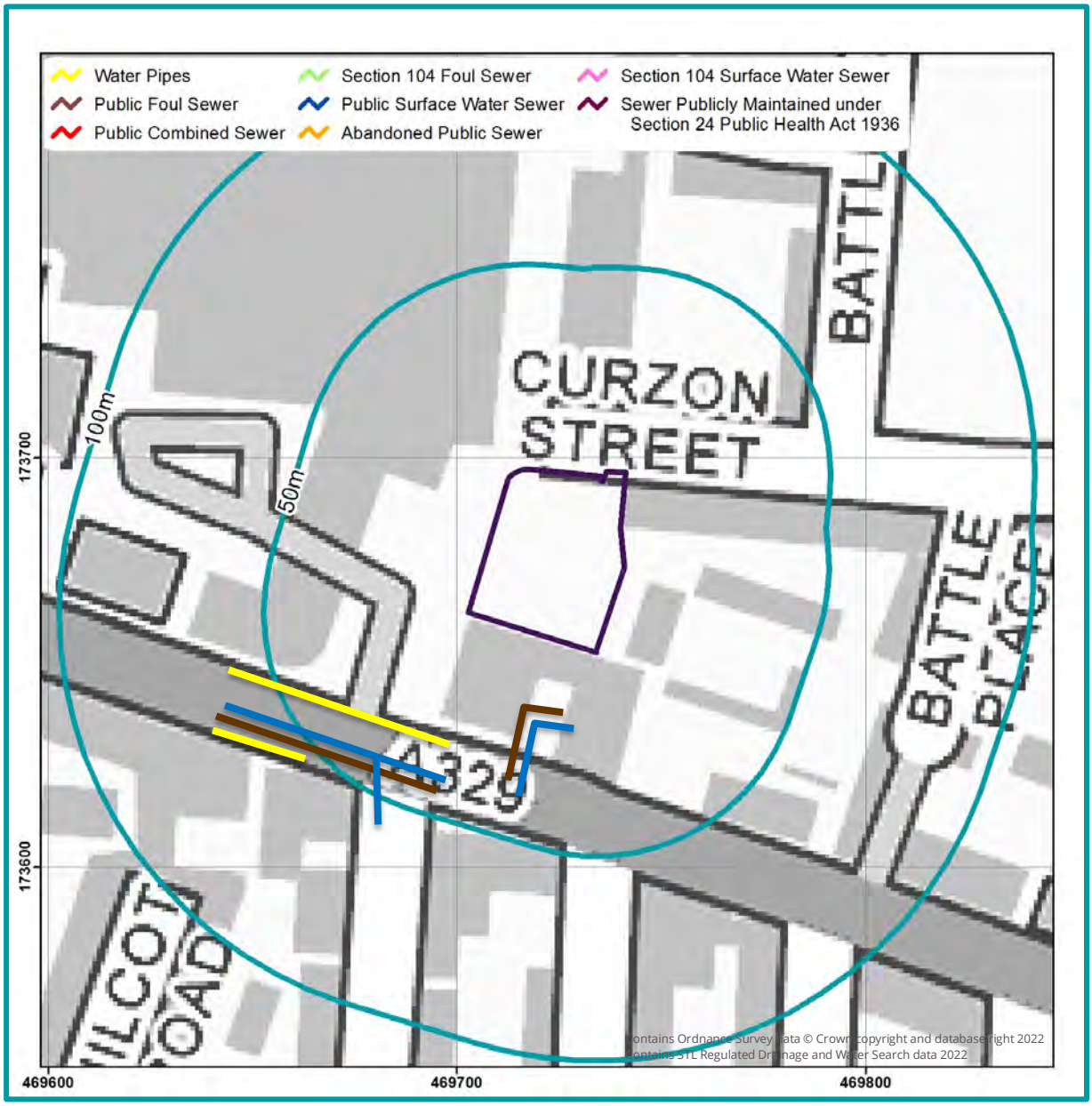


GeoSmart have undertaken an assessment of the location of surface water features within the vicinity of the Site, using Ordnance Survey (OS) mapping.

The Site is further than 100 m from a surface water body, therefore discharge to surface water is unlikely to be appropriate.

DEFRA's MagicMap confirms the Site is not located within 250 m of a SSSI.

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

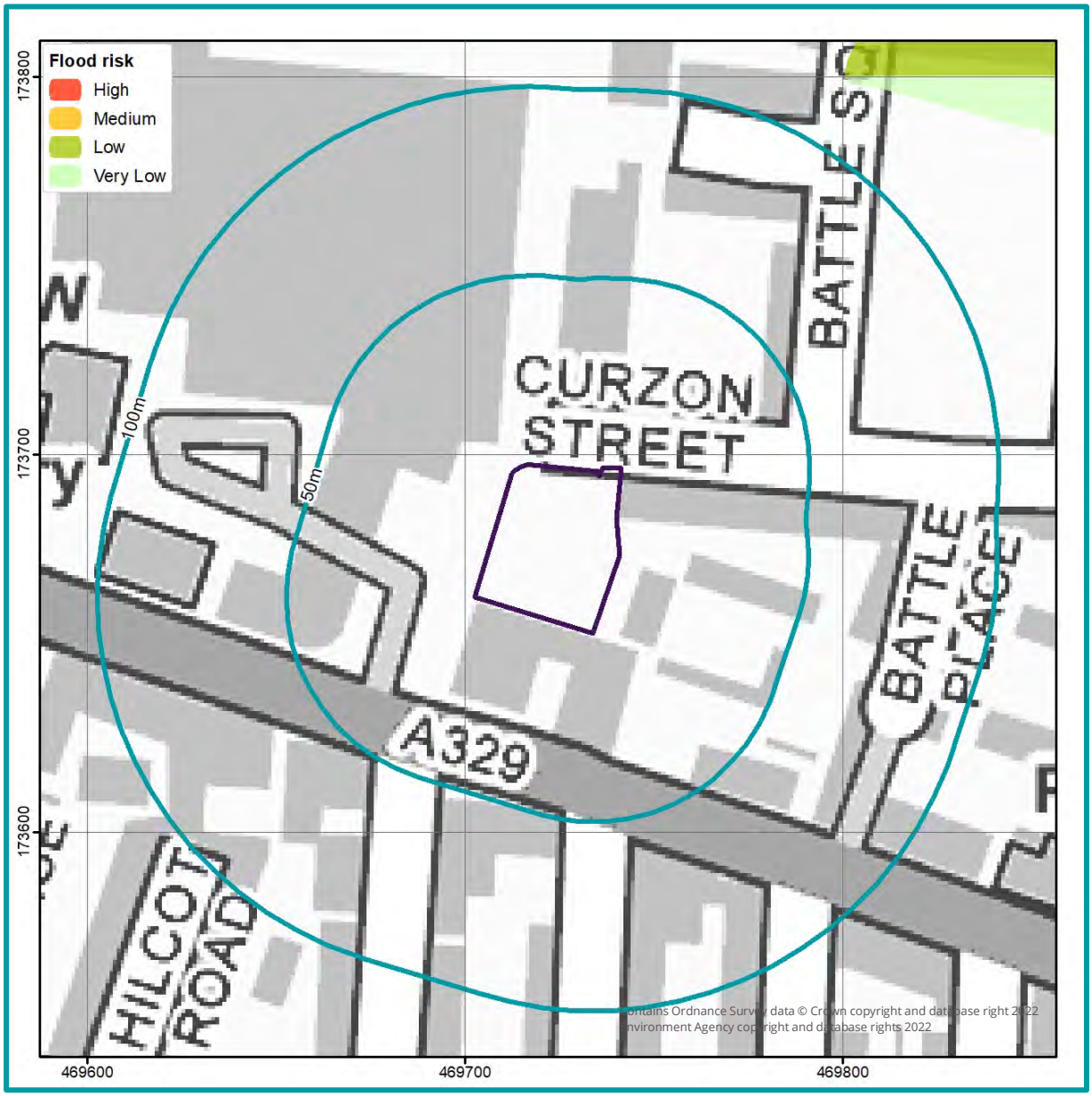


GeoSmart have undertaken an assessment of the location of sewer features within the vicinity of the Site. A public surface water sewer is located within 50 m of the Site. Discharge to sewer is likely to be appropriate, but the depth to the sewer should be confirmed prior to undertaking detailed design, to ensure runoff can be drained from the Site by gravity.

Further analysis of the connections and condition of the public surface water and foul drainage systems 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 these sewers.

Consultation with the drainage provider would also be required to determine that sufficient capacity is available to accept the proposed discharge, and to gain permission to connect if required.

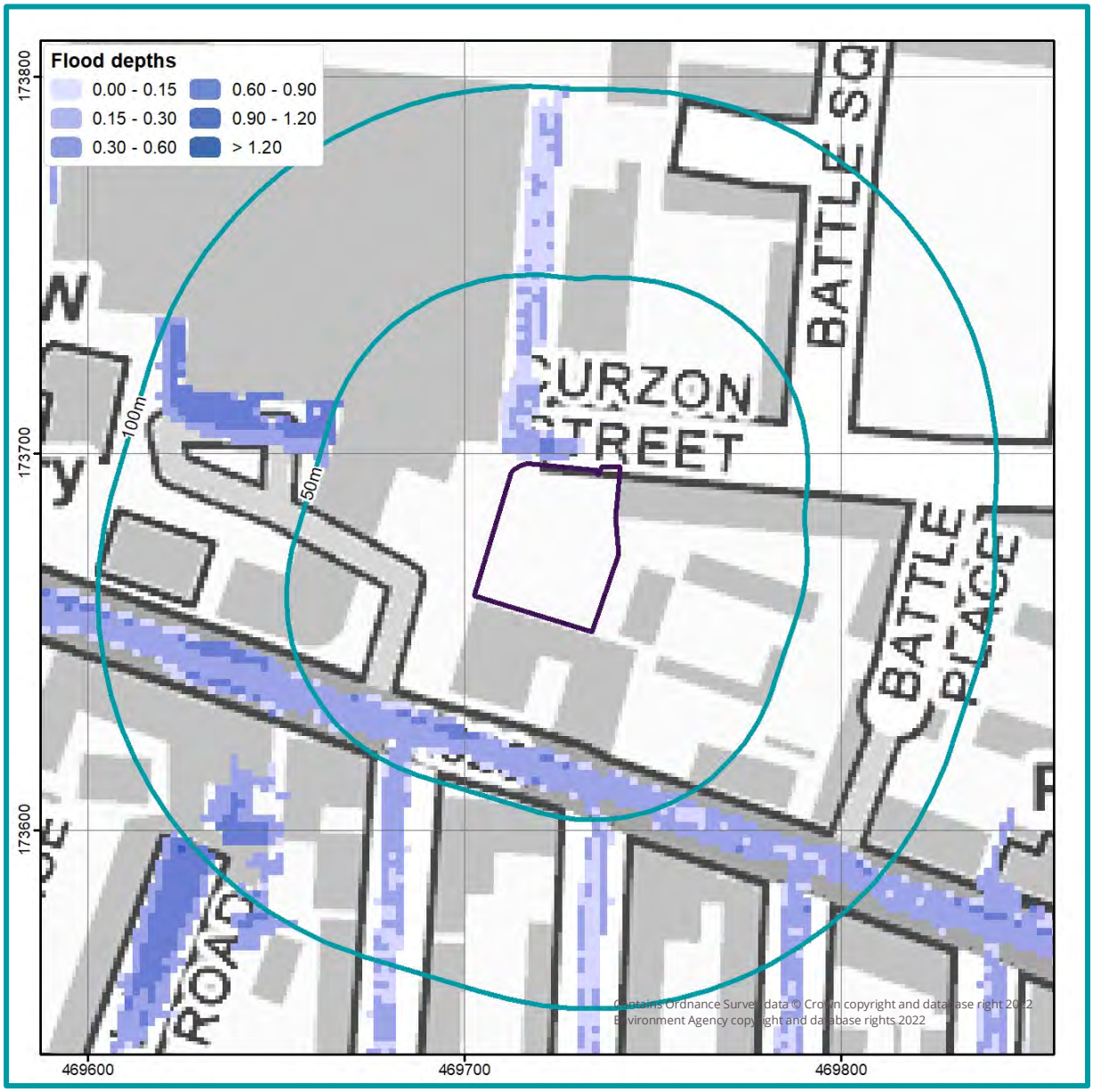
Figure 7. Risk of flooding from rivers & sea map (EA, 2022)



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, with less than 0.1% annual probability of flooding, therefore the SuDS design is unlikely to be affected.

The use of certain types of SuDS features may be affected in Medium or High risk areas. Further analysis could be undertaken by visiting the Site or by contacting the Local Council and the EA to confirm the risk and the associated flood depths.

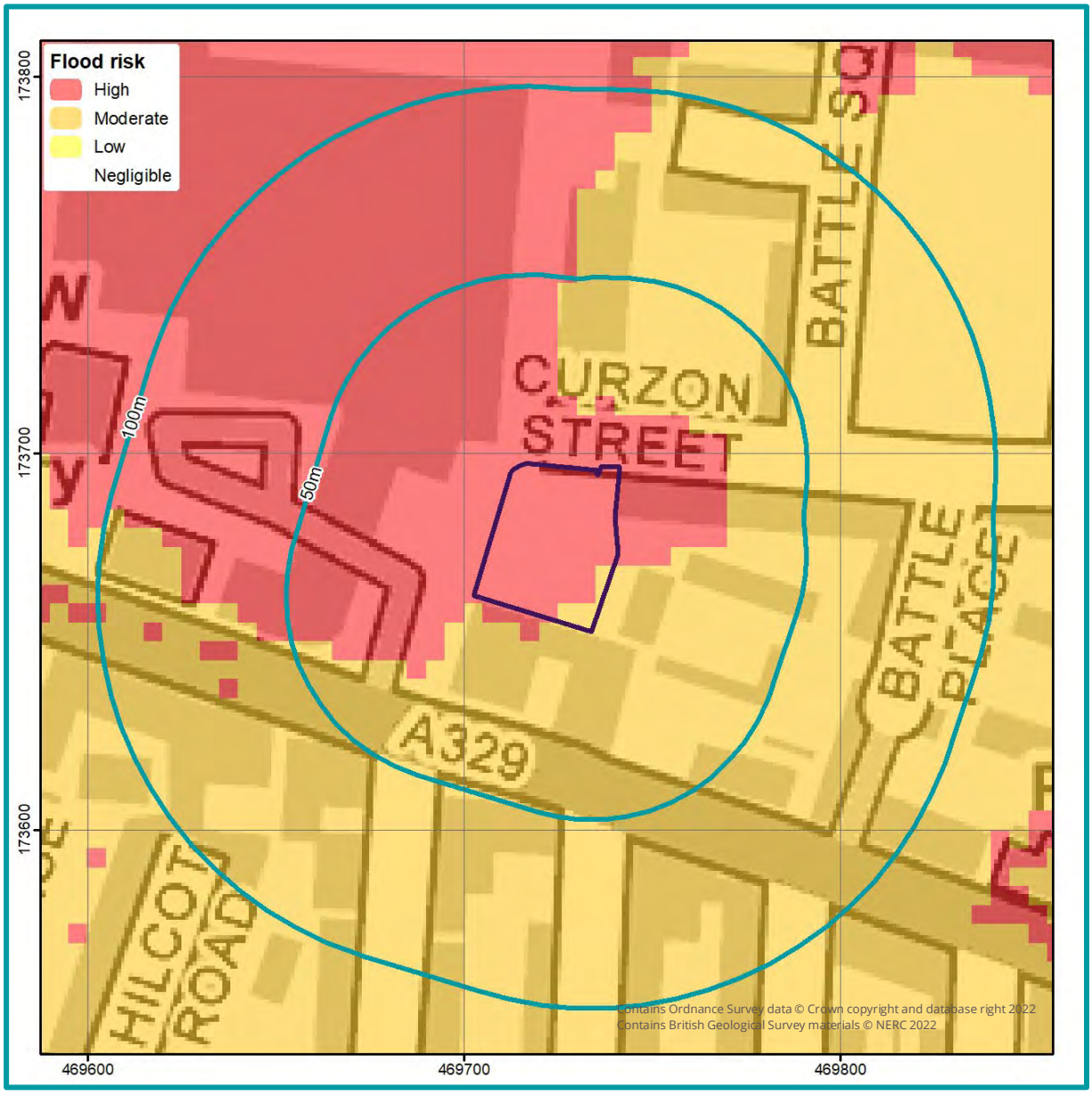
Figure 8. Risk of surface water flooding map (EA,2022)



GeoSmart have undertaken an assessment of the risk of flooding from surface water (pluvial) sources within the vicinity of the Site. Figure 8 confirms the extent and depth of flooding during a 1% AEP (1 in 100 year - Medium risk) event. The Site is at risk of surface water flooding during a Low risk event (1 in 1000 year) in the north western corner, with flood depths of up to 0.3 m anticipated.

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

Figure 9. Groundwater flood risk (GW5) map (GeoSmart, 2022)



GeoSmart have undertaken an assessment of the risk of flooding from groundwater sources within the vicinity of the Site. The site has a High to Moderate risk of groundwater flooding.

Approximately 90 % of the Site is at a High risk of flooding with a minimum 1% annual probability of flooding from groundwater according to the GeoSmart GW5 map with the reaming 10 % of the Site at a Moderate risk.

The SuDS design could potentially be affected by flooding through the underlying geology. It is necessary that any SuDS are designed to operate in times when groundwater levels are high, so Site specific investigation is necessary to establish the depth to groundwater.

4 Site context

Site information

The purpose of this report is to assess the potential for disposing of surface water through a Sustainable Drainage System (SuDS) for Oxford Road, Reading, RG30 1AH (the Site). The Site is located to the west of Reading in a setting of commercial and residential use. The land slopes to the north west from 42.51 mAOD to 39.74 mAOD in the north western corner (HB Surveys Ltd, 2020). Site plans and drawings are provided in Appendix A.

Development

The Site is currently undeveloped, at present there are foundations of a disused structure on-Site. Development proposals include the construction of a mixed-use development comprised of commercial units at ground floor level and residential from first to fifth floors, including associated access from Curzon Street, parking and landscaping.

Geology, permeability and thickness

British Geological Survey (BGS) national superficial and bedrock geology mapping confirms a number of different formations underlie the site and each formation may have a range of permeability.

Table 3. Site Geology

Geology present on site		Potentially permeable?
Superficial geology	Taplow Gravel Member (KPGR) (sand and gravel)	✓
Bedrock geology	Seaford Chalk Formation and Newhaven Chalk Formation (SNCK) (undifferentiated) (chalk)	✓

Figure 10. Superficial Geology (BGS, 2022)

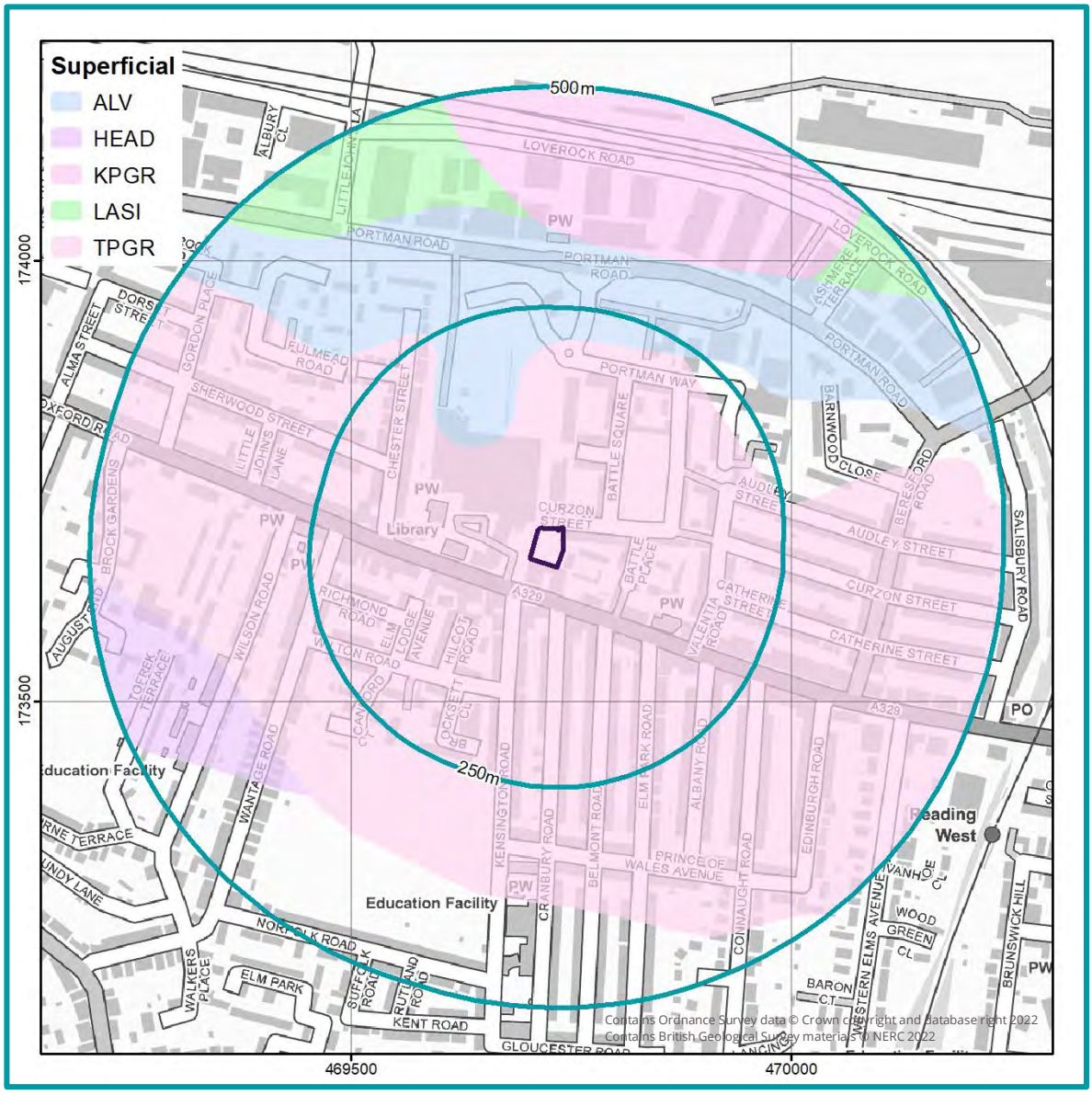
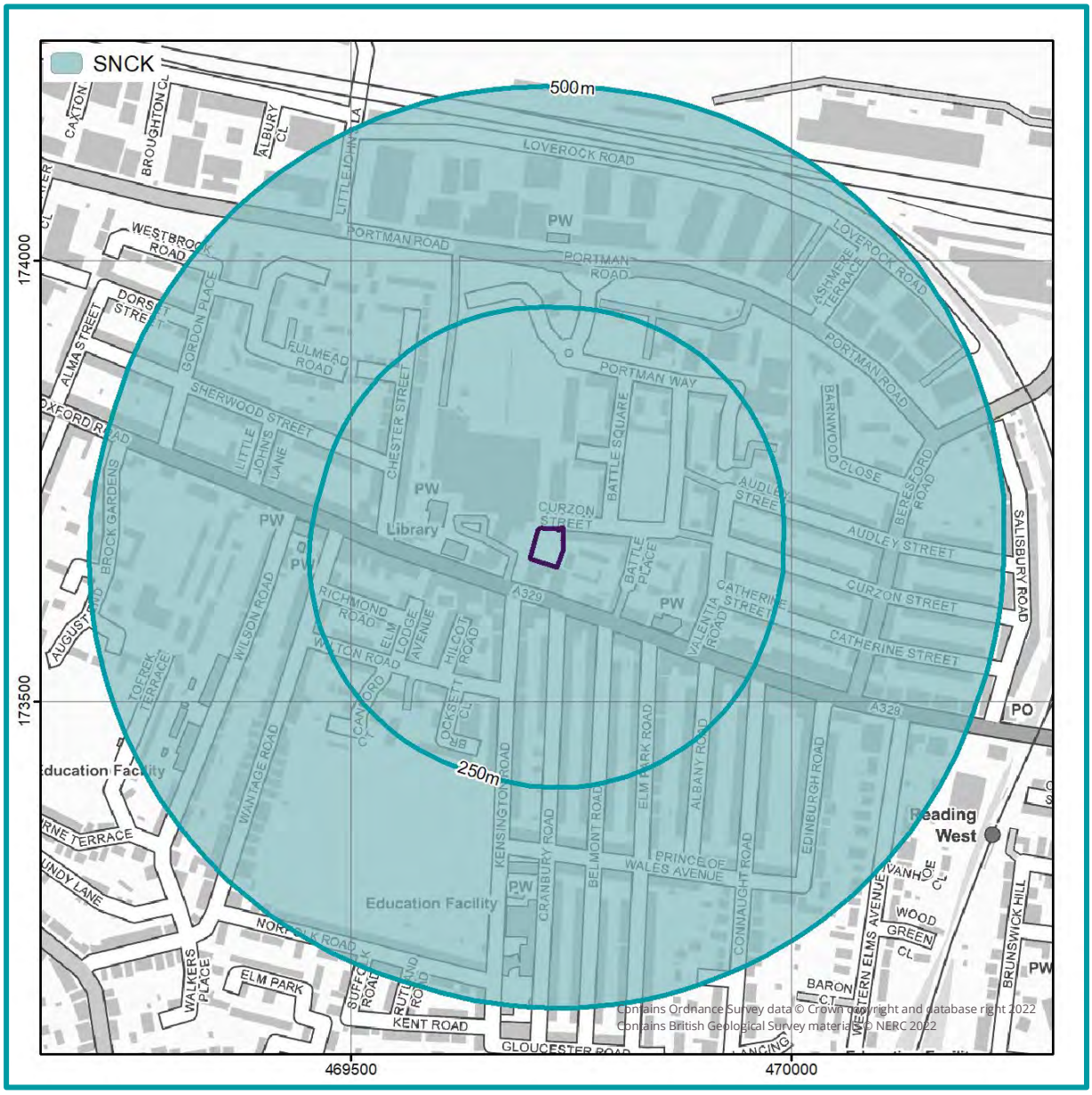


Figure 11. Bedrock Geology (BGS, 2022)



A nearby borehole record (ref: SU67SE101) was obtained from the BGS website (2022), located approximately 55 m to the north east of the Site at an elevation of 42.32 mAOD.

The borehole record confirms the underlying geology in the surrounding area is likely to be comprised of Made Ground to a depth of 1.2 m below ground level (bgl) underlain by Gravel (drift) to a depth of 3.7 m bgl, underlain by Sand and Gravel (drift) to 10.4 m bgl. This is underlain by the chalk deposits with Rubble Chalk recorded between 10.4 m bgl and 15.2 m bgl, and Chalk with Flints between 15.2 m bgl and 45.7 m bgl, where the borehole was terminated.

Depth to groundwater

According to GeoSmart's Groundwater Flood Risk (GW5) map, shallow groundwater is potentially a problem at the Site. The borehole record (ref: SU67SE101) recorded groundwater at 3.7 m below well top (38.62 mAOD, approximately 1.12 m lower than the lowest elevation of the Site).

Infiltration features are not proposed due to the anticipated high groundwater table identified at the Site which could lead to groundwater emergence at the Site. The SuDS system should be designed to operate in periods of extreme groundwater levels. Care should be taken to prevent groundwater ingress into the surface water attenuation features.

Guidance
'It is essential that the consideration of sustainable drainage takes place at the land acquisition due diligence stage' LASOO (2015), Practice Guidance, Local Authority SuDS Officer Organisation.

Ground conditions

Infiltration SuDS features are not proposed at the Site, therefore a detailed investigation into the ground conditions is not required.

Water quality

The Site does not lie within an SPZ and infiltration features are not proposed therefore further assessment of historical land uses is not considered necessary.

5 National & local policy context

National Guidance

CIRIA SuDS Manual (C753) (2015)

A development should utilise sustainable drainage systems (SUDS) unless there are practical reasons for not doing so, and should aim to achieve greenfield run-off rates and ensure that surface water run-off is managed as close to its source as possible in line with the following drainage hierarchy:

1. Use infiltration techniques, such as porous surfaces in non-clay areas,
2. attenuate rainwater in ponds or open water features for gradual release,
3. attenuate rainwater by storing in tanks or sealed water features for gradual release,
4. discharge rainwater direct to a watercourse,
5. discharge rainwater to a surface water sewer / drain,
6. discharge rainwater to the combined sewer.

Defra - Sustainable Drainage Systems: Non-statutory technical standards for sustainable drainage systems (2015)

Peak Flow control

For developments which were previously developed, the peak runoff rate from the development to any drain, sewer or surface water body for the 1 in 1 year rainfall event and the 1 in 100 year rainfall event must be as close as reasonably practicable to the greenfield runoff rate from the development for the same rainfall event, but should never exceed the rate of discharge from the development prior to redevelopment for that event.

For greenfield developments, the peak runoff rate from the development to any highway drain, sewer or surface water body for the 1 in 1 year rainfall event and the 1 in 100 year rainfall event should never exceed the peak greenfield runoff rate for the same event.

Volume control

Where reasonably practicable, for developments which have been previously developed, the runoff volume from the development to any highway drain, sewer or surface water body in the 1 in 100 year, 6 hour rainfall event must be constrained to a value as close as is reasonably practicable to the greenfield runoff volume for the same event, but should never exceed the runoff volume from the development site prior to redevelopment for that event. The runoff volume must be discharged at a rate that does not adversely affect flood risk.

The drainage system must be designed so that, unless an area is designated to hold and/or convey water as part of the design, flooding does not occur on any part of the site for a 1 in 30 year rainfall event.

Ministry of Housing, Communities & Local Government – National Planning Practice Guidance: Flood risk assessments: climate change allowances (2014)

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 (≥ 3.3% AEP) and 1 in 100 (< 3.3 to 1% AEP) year event.

As the Site is located within the Thames and South Chilterns Management Catchment the following climate change allowances are applicable.

Table 4. Thames and South Chilterns Management Catchment peak rainfall allowances

Thames and South Chilterns 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.

Local Policy

Reading Borough Council - Reading Borough Local Plan (2019)

"EN18: FLOODING AND SUSTAINABLE DRAINAGE SYSTEMS

Development will be directed to areas at lowest risk of flooding in the first instance, following the Sequential and Exceptions Test set out in the NPPF, and taking into account the effects of climate change. It will consider flooding from all sources, including fluvial, surface water, groundwater and sewer flooding. Where development in areas at risk of flooding is necessary, it will not reduce the capacity of the flood plain to store floodwater, impede the flow of floodwater or in any way increase the risks to life and property arising from flooding. Wherever possible, development should be designed to reduce flood risk, both on- and off-site. All major developments must incorporate sustainable drainage systems (SuDS) as

appropriate and in line with the Government's Technical Standards. Smaller schemes are encouraged to incorporate SuDS, where possible. Runoff rates should aim to reflect greenfield conditions and, in any case, must be no greater than the existing conditions of the site. Schemes should ensure that the movement of water through vertical infiltration as well as horizontal run-off does not worsen contamination effects. Wherever possible, SuDS provision should maximise ecological benefits, link into the existing Green Network, incorporate tree planting and landscaping and avoid damage to existing significant trees, including through changes to the site hydrology. All new developments in areas of flood risk should give priority to SuDS.

4.2.104 Sustainable drainage systems aim to replicate natural drainage as closely as possible and minimise the impacts of development. In the first instance, schemes should consider the provision of SuDS through landscaping, with reference to Part D of the CIRIA SuDS manual, and in any case should consider the following:

- Integration with existing landscape;
- Tree planting provision fed by groundwater runoff that functions effectively in place of attenuation tanks;
- Additional capacity to cater for future development; and
- Techniques including, but not limited to, permeable pavements, swales, basins, rain gardens, green roofs, rainwater re-use, infiltration trenches, ponds and wetlands.

4.2.105 Schemes for SuDS need to be careful to avoid resulting in contamination of watercourses and groundwater. Soakaways in contaminated land will not be appropriate. Infiltration SuDS techniques should only dispose of clean roof water into clean, uncontaminated ground, should not be used for foul discharges or trade effluent, and may not be suitable within Source Protection Zone 1.

4.3.106 The SuDS elements of the policy apply to major development. Small-scale developments will be encouraged to adopt elements of SuDS wherever practicable, including the provision of permeable surfaces within the site, e.g. on front gardens or car parking areas."

6 Storage, volume and peak flow rate

Suggested minimum and aspirational storage requirements for an attenuation SuDS scheme for the development footprint are set out below, with more detail provided in subsequent sections.

Table 5. Storage requirements at the proposed development Site (Discharge runoff to surface water sewer)

<table>
<tr><th colspan="2">Attenuation scenario</th><th>Attenuation required (m^3)</th><th colspan="2">Explanation</th></tr>
<tr><td rowspan="3">Discharge runoff to surface water sewer</td><td>1 in 30 year</td><td>32.52</td><td>Attenuation required to ensure surface water runoff is attenuated in all storm events up to and including the 1 in 30 year (2 hour, Critical Storm Duration) event*.
Flooding of the Site of 12.7 m^3 should be contained within permeable landscaped areas within the Site to ensure no flooding of internal areas during the 1 in 100 year storm event.</td><td rowspan="2">A further 24.8 m^3 should be managed within overland flow routes to ensure there is no increase in flood risk in all events up to the 1 in 100 year including 40% allowance for climate change.</td></tr>
<tr><td>1 in 100 year</td><td>45.17</td><td>Attenuation required to ensure surface water runoff is attenuated in all storm events up to and including the 1 in 100 year (2 hour, Critical Storm Duration) event*.</td></tr>
<tr><td>1 in 100 year including 40% CC</td><td>69.94</td><td colspan="2">Attenuation required to ensure surface water runoff is attenuated in all storm events up to and including the 1 in 100 year (3 hour, Critical Storm Duration) event including a 40% allowance for climate change*.</td></tr>
</table>

*See Appendix B for associated runoff and discharge calculations. Discharge rates all restricted to greenfield rates in their respective events.

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 13 'Background Information'.

Guidance

The Non-Statutory Technical Guidance for SuDS (Defra, March 2015) states:

"Where reasonably practicable, for Greenfield development, the runoff volume from the development to any highway drain, sewer or surface water body in the 1 in 100 year, 6 hour rainfall event should never exceed the Greenfield runoff volume for the same event. Where reasonably practicable, for developments which have been previously developed, the runoff volume from the development to any highway drain, sewer or surface water body in the 1 in 100 year, 6 hour rainfall event must be constrained to a value as close as is reasonably practicable to the Greenfield runoff volume for the same event, but should never exceed the runoff volume from the development site prior to redevelopment for that event."

Table 6. Change in impermeable area associated with the development

Total site area	1,264 m^2
Impermeable area (and as a percentage of the total area of the proposed development footprint of 1,264 m^2)	
Pre-development	Post-development*
2 m^2 (0 %)	1237 m^2 (98%)
Impermeable Land use: Disused building foundations Permeable Land use: wasteland and dense foliage	New impermeable land use: 1,237 m^2 Building cover and parking areas New permeable land use: 27 m^2 of Landscaped areas

*Please note, while these areas will be utilised for SuDS, for the calculations these areas will be classed as impermeable in order to assess the potential run-off volumes and rates for the Site post-development and the potential holding capability of the proposed SuDS features.

Guidance

"The drainage system must be designed so that, unless an area is designated to hold and/or convey water as part of the design, flooding does not occur on any part of the site for a 1 in 30 year rainfall event' and 'flooding does not occur during a 1 in 100 year rainfall event in any part of: a building (including a basement); or in any utility plant susceptible to water (e.g. pumping station or electricity substation) within the development"

(Defra, March 2015, non-statutory guidance).

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[1] (l/s)	Potential runoff rates without attenuation (l/s)	Potential minus existing (l/s)
QBAR	0.56	N/A	N/A	N/A
6 hour 1 in 1 year	0.47	0.65	1.37	0.72
6 hour 1 in 10 year	0.90	1.08	2.20	1.12
6 hour 1 in 30 year	1.25	1.35	2.83	1.48
6 hour 1 in 100 year	1.78	1.68	3.53	1.85
6 hour 1 in 100 year + 20% CC	N/A	N/A	4.24	2.56
6 hour 1 in 100 year + 40% CC	N/A	N/A	4.95	3.26

1 Assumes 100% runoff from impermeable surfaces. Assumes Greenfield runoff from permeable surfaces calculated using the IoH124 method.

Relevant national, regional and local planning policy has been consulted in Section 5 to determine restrictions on runoff from previously developed and greenfield sites. In some cases, greenfield rates may be requested, but in practice it is difficult to restrict discharge rates at any one control point to less than 2.0 l/s, without increasing the risk of any potential blockages occurring in the drainage network.

Total discharge volumes

The table below 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^3)	Existing runoff volume[2] (m^3)	Potential runoff volume without attenuation (m^3)	Potential minus existing (m^3)
QBAR	16.31	N/A	N/A	N/A
6 hour 1 in 1 year	14.12	14.14	29.69	15.55
6 hour 1 in 10 year	23.22	23.26	47.44	24.18
6 hour 1 in 30 year	29.08	29.13	61.17	32.04
6 hour 1 in 100 year	36.29	36.36	76.34	39.99
6 hour 1 in 100 year + 20% CC	N/A	N/A	91.61	55.26
6 hour 1 in 100 year + 40% CC	N/A	N/A	106.88	70.52

2 Assumes 100% runoff from impermeable surfaces. Assumes Greenfield runoff from permeable surfaces calculated using the IoH124 method.

Critical storm duration and volume requirements

Storage volumes for a range of return periods including the 1 in 30 year, 1 in 100 year and 1 in 100 year plus climate change (40%) events have been calculated to assess the impact of the proposed development. The required storage volumes for attenuation features have been calculated for the critical storm durations, limited to a maximum discharge rate of 2.0 l/s.

Table 9. Critical Storm Duration and Attenuation volume requirements

Return Period	Runoff rate restriction (l/s)	Critical Storm Duration (hr)	Attenuation volume required (m^3)
1 in 30 year	2.0	2	32.52
1 in 100 year	2.0	2	45.17
1 in 100 year plus 40% climate change	2.0	3	69.94

7 Runoff destination

Options for the destination for the runoff generated on-site have been assessed in line with the prioritisation set out in the Building Regulations Part H document (HM Government, 2015) and Defra's Non-statutory Technical Standards for SuDS (2015). Flow attenuation using infiltration SuDS (discharge to ground) is generally the preferred option. If discharge to ground is not available, runoff discharge to surface water is the other preferred method. Only if these two options are impractical should discharge to the sewer network be considered.

Discharge to ground

The Site has Moderate potential for infiltration, with permeable underlying chalk and gravel. Based on the available borehole information and groundwater flood risk mapping there is an increased potential for high groundwater levels at the Site leading to potential emergence of groundwater at the surface. There are no issues identified relating to site contamination or the presence of a SPZ.

Discharge to surface watercourse

No surface watercourses are mapped in the vicinity of the Site.

Discharge to sewer

Discharge to sewer is likely to be the optimum sustainable drainage option for the new development area. Consultation with the local sewer undertaker should be undertaken. Discharge to sewer would only be accepted if it can be demonstrated that none of the above options are reasonably practical. Discharge would have to be controlled and on-site attenuation would be required. The topographic gradient on the site falls to the north west away from the existing drainage network along the main road, the depth of the sewer should be confirmed to ensure the flows can be discharged to the public sewer by gravity.

8 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 10. 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 11. 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

Green roof and permeable car parking spaces would offer sufficient treatment stages (storage (attenuation) and filtration through the sub-base).

9 Proposed SuDS strategy

Sustainable drainage systems

It is recommended the drainage system has the capacity to accommodate the 1 in 100 year event before flooding occurs. Drainage from 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:

If infiltration to ground is achievable at the Site, a storage volume of 69.9 m³ should be provided within SuDS features. This would ensure the attenuation of surface water runoff required to achieve greenfield run off volumes for a 1 in 100 year (6 hour) storm event, including a 40% allowance for climate change.

Table 12. Proposed SuDS type, features, discharge location and rate restriction

SuDS type	Source control (interception) and attenuation SuDS.
SuDS features	Green roof, rainwater harvesting butts, and permeable paving.
Discharge location	Surface water sewer network.
Discharge rate	2.0 l/s.

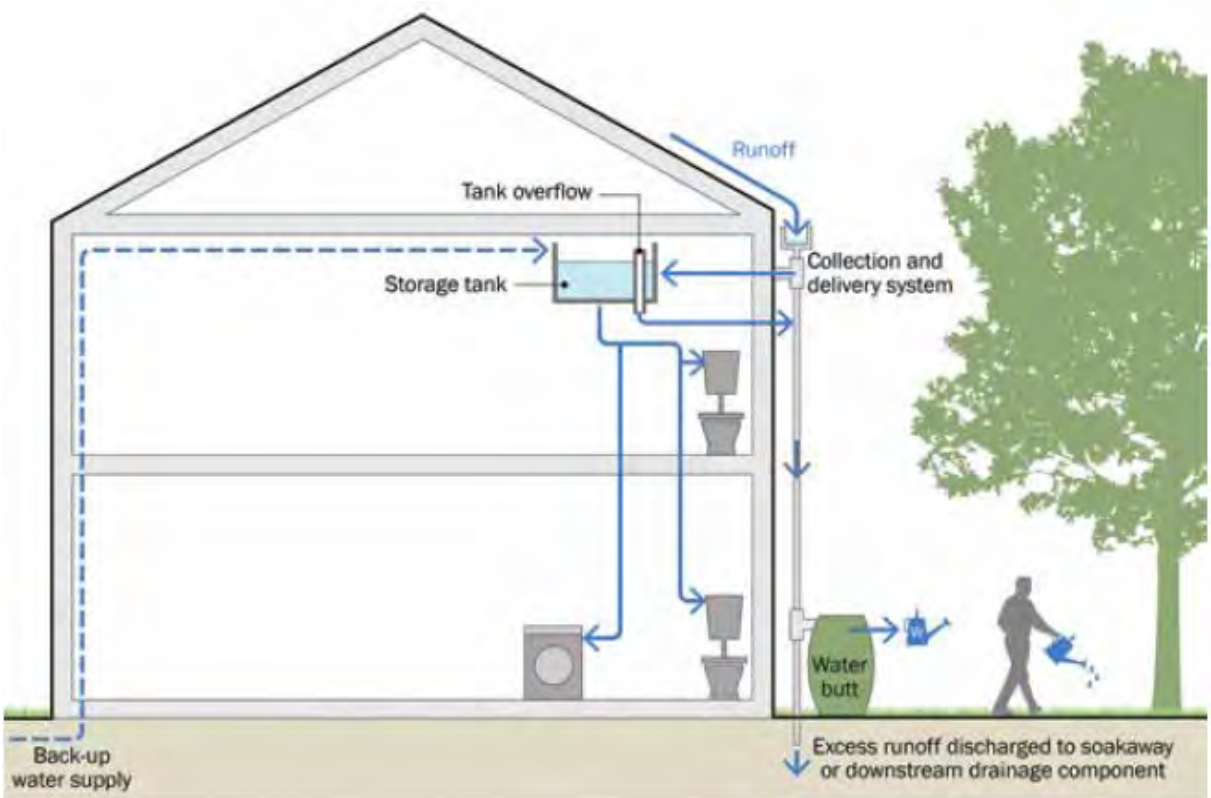
Table 13. Proposed SuDS sizing (dimensions) and attenuation volumes

Rainwater Harvesting	A rainwater harvesting butt should be established for each proposed development. In terms of attenuation storage within this SuDS scheme, volume of run-off which could be attenuated by rainwater harvesting has not been considered within the Preliminary SuDS schematic.
Green Roof	A green roof covering a total area of 297 m^2 (cover area of all roof spaces) with a green roof mix example volume of 41.6 m^2 (0.2m depth) and Geocomposite example volume of 3.12 m^2 (0.005m depth) would attenuate for 9.6 m^3.
Lined permeable paving	A 259 m^2 area of permeable paving (underlain with a plastic geo-cellular crates) within the proposed driveway areas to a depth of 0.25 m, with a 95% void ratio would result in c. 61.5 m^3 attenuation.

Total Attenuation Provided	71.1 m^3
Total Attenuation Required	69.9 m^3
Freeboard Storage Provided	1.2 m^3

A **rainwater harvesting butt** should be established for the proposed development. The run-off from the proposed development roof should be led into rainwater harvesting butts via rainwater downpipes and guttering to catch run-off from the extension roof. Overflow from the butts should be discharged into the storage system provided by the permeable paving.

Due to the relatively insignificant amounts of attenuation provided by rainwater harvesting tanks in this instance and the requirement to retain water for non-potable uses such garden maintenance, the volume of run-off which could be attenuated by rainwater harvesting has not been considered within the report.



As there is an issue with the storage capability of Rainwater Harvesting tanks, this method should have a fixed attenuation volume and a controlled outlet to discharge into the proposed infiltration feature. An overflow system will be required for implementation on the

Site due to exceedance events (where the pumps fail or there is a blockage within the system / or the number of residents and subsequent water usage is reduced).

Roof run-off is generally less polluted than run-off from road surfaces but can still generate pollutants such as sediments. Pollutants would be captured by the collection and filtration system and, by reducing the volume of run-off generated from the Site. Primary screening devices are used to prevent leaves and other debris from entering the butt and first flush devises can be designed to divert the first part of the rainfall away from the main storage tank and can pick up most of the dirt, debris and contaminates that collect on a residential roof.

Green Roofs are proposed on the roof of the proposed development which will aim to intercept and store runoff within a porous substrate (depth of 0.2 m) over a total area of 297 m^2 would attenuate up to 9.6 m^3 of surface water runoff[1]

Interception via green/brown roofs will enable the storage of run-off and infiltrate collected water gradually into the underlying substrate; this provides various levels of storage depending on the surface area of the feature and the thickness / type of the substrate being use. The different types of green roof include the following:

- Extensive roofs, have low substrate depths (and therefore low loadings on the building structure), simple planting and low maintenance requirements; these tend not to be accessible.
- Intensive roofs (or roof gardens) have deeper substrates (and therefore higher loadings on the building structure) that can support a wide variety of accessible planting but which tend to require more intensive maintenance.

Green roofs can also provide improvements to water quality as they intercept water at the source, and the layering of the substrate can incorporate filtration measures to remove pollutants from the system. Green Roofs are roofs which incorporate planting, often sedum or wildflower and meadow planting, grasses and mosses. In fact, some can even be planted with trees and shrubs. Brown roofs are similar to green roofs, the main difference is that whilst green roofs are often installed partly for the aesthetic value, brown roofs tend to be installed for environmental reasons, mainly, to encourage plants and wildlife.

In addition, although green roofs absorb most of the rainfall that they receive during frequent events, there will always be a need to discharge excess water to the building's drainage system and these areas should be positively drained. The hydraulic performance of green roofs once saturated tends to be fairly similar to standard roofs. Therefore, the hydraulic design of green roof drainage should follow the advice in BS EN 12056-3:2000. Useful information is also provided in BS 6229:2003. Detailed guidelines for the planning, execution and upkeep of green roof sites are contained within GRO (2014).

[1] Based upon green roof calculation guidance included within London Borough of Tower Hamlets SuDS Guidance, Section 3.5.

It is recommended that attenuation should be provided in the form of a high porosity substrate underlying the growing medium (approximately 50 % depending on the supplier), which would provide sufficient storage (depending on loading requirements of a fully saturated substrate). It is likely that the high porosity medium would only have to be relatively thin in order to achieve the attenuation requirements. Surface water would then be throttled to a suitable rate at a downpipe entrance before discharging to the combined sewer system, via an existing connection.

Permeable Paving is proposed for parking areas to intercept runoff. Plastic geo-cellular systems are proposed to be used, which increases the void space and therefore storage but does not allow filtration unless it is combined with aggregate material and/or permeable geotextiles which could increase their storage potential by up to 20%. Geo-cellular modules also have the added advantage of reducing the amount of aggregate sub base required, thus keeping costs lower. Void systems, such as permavoids, have a void ratio of 95% (i.e. for every 1 m^3 there is 0.95 m^3 of space available for water storage), which has been factored into the storage capacity calculations.

Permeable pavements are multi-layered surfacing systems. The surface layer is constructed out of permeable material allowing infiltration of water through gaps along its surface. A geomembrane isolates stored water from the surrounding soil, especially in contaminated areas and a geotextile layer prevents clogging and damage to the geo-cellular modules.

The geotextile layer works to intercept silt/particles flowing through the system via direct rainfall, or through vehicle use deposited onto the car park area and into the permeable paving. The majority of silt would be trapped within the top 30mm of the joining material between the paving blocks. Rainfall flowing into the permeable paving directly from the development roof/rainwater butts would not contain enough volumes of silt and or particles to cause blockage so will be fed directly into underlying porous substrate via rainwater pipes.

Hydrobrake Flow control systems are required to reduce the runoff from the Site. These are usually a device used for controlling water flow into a connecting feature, such as a sewer, to a specific attenuation performance. The design consists of an intake, a volute and an outlet and the configuration is critical to ensure discharge control. For drainage areas which are less than 3 ha, outlet throttle diameters would have to be small (< 150 mm diameter) to achieve outflow rates which could result in blockage. For most SuDS features, a flow control device will comprise a fixed orifice or a throttle such as a short pipe.

A **Vortex Control** is usually a self-activating vortex flow device which directs water into a volute to form a vortex. For the Site, rainwater down pipes from the development roof should drain directly into the attenuation feature to reduce infill from potential flood water.

A **non-return flap value** is also recommended for the outflow pipes to reduce the risk of backflow from the channel/sewer during a large scale rainfall event.

Where possible, **exceedance flows** should be directed away from buildings and into non-essential areas of the Site. The SuDS system recommended for the Site should provide enough storage that this method would only be utilised during a worst case scenario.

10 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 14. SuDS operation and recommended maintenance requirements

Asset type	Maintenance schedule (and frequency)
Green Roofs	Regular inspection: • Inspect all components (soil substrate, vegetation, drainage, irrigation systems, membranes and roof structure, waterproofing, structural stability (annually and after severe storms) • Inspect soil substrate for evidence of erosion channels (annually and after severe storms). • Inspect drain inlets for unrestricted run-off (annually and after severe storms). • Inspect underside of roof for leakage (annually and after severe storms). Regular maintenance: • Remove litter and debris from inlet drains (six monthly, annually or as required). • Cleaning of clippings (six monthly or as required). • Trimming of grasses and removal of nuisance weeds and invasive vegetation (six monthly or as required). • Replace dead plants (annually or as required). Monitoring: • Stabilise any erosion channels with extra soil substrate (as required). • Identify sources of erosion and control (as required). • Investigate and repair drain inlet if inlet has settled, cracked or moved (as required).
Permeable pavements	Regular maintenance: • Brushing and vacuuming (three times per year). • Trimming any roots and surrounding grass and weeds that may be causing blockages (annually or as required). Monitoring: • Initial inspection (monthly). Inspect for poor performance and inspection chambers (annually).

Asset type	Maintenance schedule (and frequency)
Hydro-Brake Flow Control	Low amounts of maintenance required as there are no moving parts within the Hydro-Brake® Flow Control. • Initial monthly inspection at the manhole once the construction phase is over. If blockages occur they normally do so at the intake. Hydro-Brake® Flow Controls are fitted with a pivoting by-pass door, which allows the manhole chamber to be drained down should blockages occur. Inspection should be undertaken annually or when a storm event occurs.
Underground drainage pipe network	Regular maintenance: • Remove sediment and debris from pre-treatment devices and floor of inspection tube or chamber (annually). • Cleaning of gutters and any filters on downpipes (annually). • Trimming any roots that may be causing blockages (annually or as required). Monitoring: Inspect silt traps and note rate of sediment accumulation (monthly in the first year and then annually).
Rainwater Harvesting	Regular maintenance: • Inspection of tank for debris and sediment build up (annually and following poor performance). • Inspection of inlets, outlets, overflow areas, pumps and filters (annually and following poor performance). • Cleaning of tank, inlets, outlets, gutters, roof drain filters and withdrawal devices (annually or as required). Remedial actions: Repair or overflow erosion damage or damage to tank and associated components (as required)

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 15. Potential SuDS limitations

Conditions in Non-Statutory Technical Standards (Defra, 2015), 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 16. 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 Pro 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.

11 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 (2015):

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 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

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 50 m 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 50 m 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 A.

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 A). Rainfall data is derived from the Flood Estimation Handbook (FEH) CD-ROM, 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.

12 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 web site: 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 (2007) 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/

13 Further information

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

Additional GeoSmart Products			
✓	Additional assessment: FloodSmart Report		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. Please contact info@geosmartinfo.co.uk for further information.
✓	Additional assessment: EnviroSmart Report		Provides a robust desk-based assessment of potential contaminated land issues, taking into account the regulatory perspective. 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. Ideal for pre-planning or for addressing planning conditions for small developments. Can also be used for land transactions. Please contact info@geosmartinfo.co.uk for further information.

14 References and glossary

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Glossary

General terms

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.

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.

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

Data Sources

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Flood Risk (Groundwater) and SuDS infiltration suitability (SD50)	GeoSmart, BGS & OS GW5 (v2.4) Map (GeoSmart, 2022) Contains British Geological Survey materials © NERC 2022 Ordnance Survey data © Crown copyright and database right 2022
Sewer Location	Contains Ordnance Survey data © Crown copyright and database right 2022 Contains STL Regulated Drainage and Water Search data 2022
Topographic Data	OS LiDAR/EA Contains Ordnance Survey data © Crown copyright and database right 2022 Environment Agency copyright and database rights 2022

15 Appendices

Appendix A

Site plans (layout and topography)

CDM 2015 Health & Safety Information

This information relates only to 'Signigicant Hazards' identified on this drawing and is to be read in conjunction with the Designer's Risk Assessment Register.

1 **Site Plan/GF**
1 : 200

N

Rev	Date	Revision Details	Dr	Ch
B	18.09.2020	Revised Pack Issue	NK	MN
A	09.09.2020	Revised site layout	NK	MN

London: 76 Great Suffolk Street, London, SE1 0BL
T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Westworks, Colston Tower, Colston Street, Bristol, BS1 4XE
T: 0117 214 1101 E bristol@ecewestworks.com
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STONEGATE HOMES

Job Title
Oxford Road Reading

Drawing Tittle
Proposed Site Ground Plan

Scale
1:200 @ A1 / 1:400 @ A3
meters 4 8 12 16 20

Project	Drawing No	Rev
6906	GA 0100	B

Drawn	Checked	Date
FH	MN	08/23/16

Status
PRELIMINARY

CAD Plot Date:18/09/2020 12:53:17

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1 **Ground Floor**
1 : 100

Rev	Date	Revision Details	Dr	Ch
F	18/09/2020	Revised Drawing Package	NK	MN
E	11.09.2020	Revised parking and refuse stores	NK	MN
D	09.09.2020	Revised scheme	NK	MN
C	08.09.2020	Revised Site Plan	NK	MN
B	04.09.2020	Draft Plans Issue	NK	MN
A	17.08.2020	Revit model issue	NK	MN

STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
Ground Floor

Scale
1:100 @ A1 / 1:200 @ A3
meters 2 4 6 8 10

Drawn	Checked	Date
NK	MN	15/06/2020

Project	Drawing No	Rev
6906	110	F

Status
PRELIMINARY

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T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Westworks, Colston Tower, Colston Street, Bristol, BS1 4XE
T: 0117 214 1101 E bristol@ecewestworks.com
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CAD Plot Date: 18/09/2020 13:15:52

CDM 2015 Health & Safety Information

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1 First Floor

1 : 100

Rev	Date	Revision Details	Dr	Ch
D	18/09/2020	Revised Drawing Package	NK	MN
C	09.09.2020	Revised scheme	NK	MN
B	04.09.2020	Draft Plans Issue	NK	MN
A	17.08.2020	Revit model issue	NK	MN

STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
First Floor Plan

Scale
1:100 @ A1 / 1:200 @ A3

meters 2 4 6 8 10

Drawn	Checked	Date
NK	MN	15/06/2020

Project	Drawing No	Rev
6906	111	D

Status
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Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
T 01903 248777 E sussex@ecearchitecture.com
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CAD Plot Date: 18/09/2020 17:16:06

CDM 2015 Health & Safety Information

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1 Second Floor(1)

1 : 100

STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
Second Floor Plan

Scale
1:100 @ A1 / 1:200 @ A3

meters 2 4 6 8 10

Drawn	Checked	Date
NK	MN	15.06.2020

Project	Drawing No	Rev
6906	112	C

Status

PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
C	18/09/2020	Revised Drawing Package	NK	MN
B	09.09.2020	Revised scheme	NK	MN
A	17.08.2020	Revit model issue	NK	MN

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T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
T 01903 248777 E sussex@ecearchitecture.com
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1 **3rd Floor**
1 : 100

Rev	Date	Revision Details	Dr	Ch
D	18/09/2020	Revised Drawing Package	NK	MN
C	09.09.2020	Revised scheme	NK	MN
B	04.09.2020	Draft Plans Issue	NK	MN
A	17.08.2020	Revit model issue	NK	MN

STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
Third Floor Plan

Scale
1:100 @ A1 / 1:200 @ A3
meters 2 4 6 8 10

Drawn	Checked	Date
NK	MG	15/06/2020
Project	**Drawing No**	**Rev**
6906	113	D

Status
PRELIMINARY

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T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
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CAD Plot Date: 18/09/2020 17:17:06

CDM 2015 Health & Safety Information

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1 **Fourth Floor**
1 : 100

STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
Fourth Floor Plan

Scale
1:100 @ A1 / 1:200 @ A3
meters 2 4 6 8 10

Drawn	Checked	Date
NK	MG	15/06/2020

Project	Drawing No	Rev
6906	114	D

Status
PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
D	18/09/2020	Revised Drawing Package	NK	MN
C	09.09.2020	Revised scheme	NK	MN
B	04.09.2020	Draft Plans Issue	NK	MN
A	17.08.2020	Revit model issue	NK	MN

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T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
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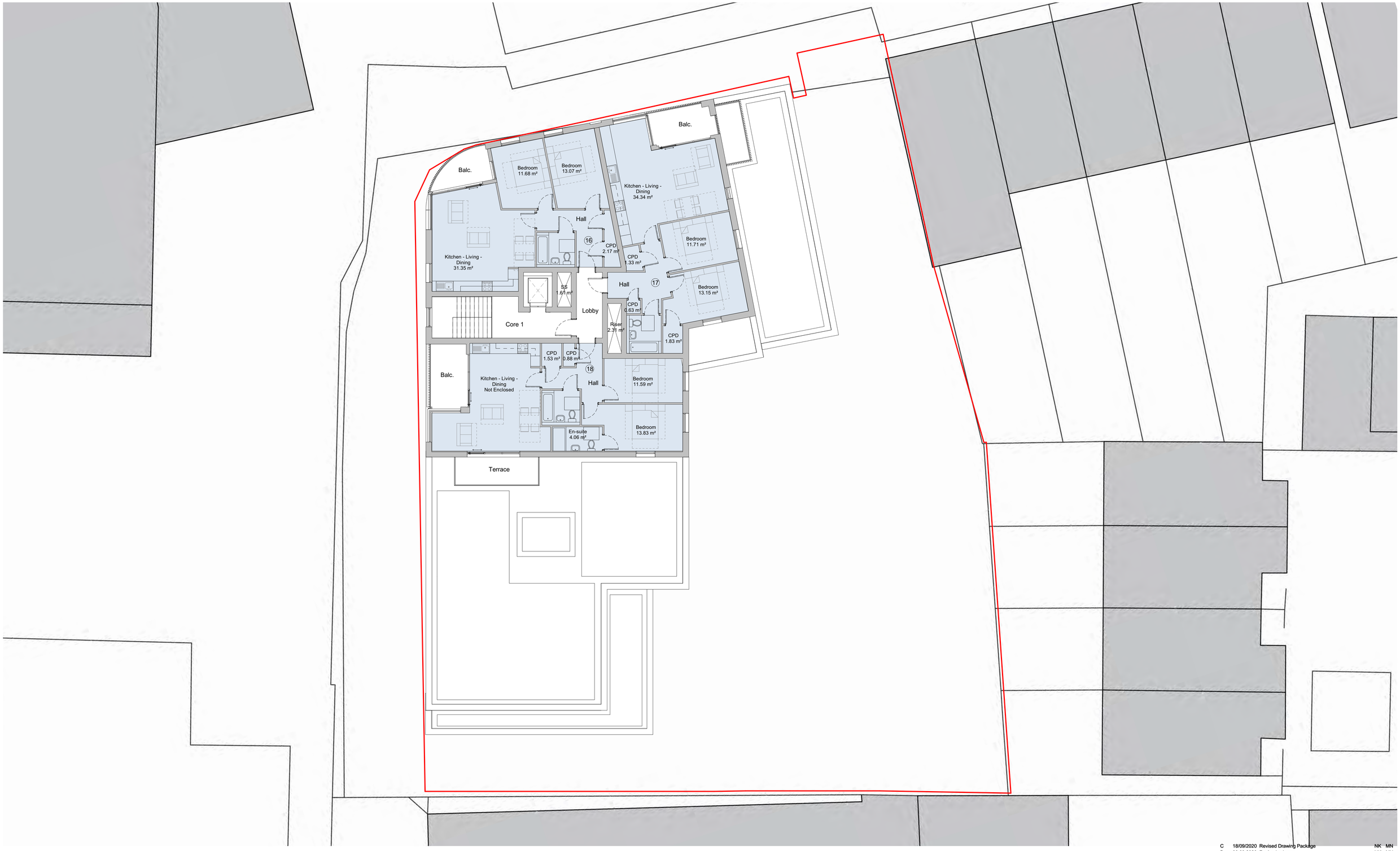

1 **Fifth Floor**
1 : 100

CDM 2015 Health & Safety Information

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STONEGATE HOMES

Job Title
Oxford Road, Reading

Drawing Tittle
Fifth Floor Plan

Scale
1:100 @ A1 / 1:200 @ A3

meters 2 4 6 8 10

Drawn	Checked	Date
Author	Checker	04/14/20

Project	Drawing No	Rev
6906	115	C

Status
PRELIMINARY

Rev	Date	Revision Details	Dr	Ch
C	18/09/2020	Revised Drawing Package	NK	MN
B	09.09.2020	Revised scheme	NK	MN
A	04.09.2020	Draft Plans Issue	NK	MN

London: 76 Great Suffolk Street, London, SE1 0BL
T 020 7928 2773 E london@ecearchitecture.com
Sussex: Brooklyn Chambers, 11 Goring Road, Worthing, West Sussex, BN12 4AP
T 01903 248777 E sussex@ecearchitecture.com
Bristol: Westworks, Colston Tower, Colston Street, Bristol, BS1 4XE
T: 0117 214 1101 E bristol@ecewestworks.com
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CAD Plot Date: 18/09/2020 17:18:11

GeoSmart Information

Appendix B

Rainfall runoff calculations

Greenfield Site Run-Off Calculations usng the IoH124 method

Greenfield peak run-off rate (QBAR):

Parameters	Input	Units	Comments
Area	50	ha	mimimum 50ha
SAAR	647	mm	FEH CD ROM (NERC, 2009)
SPR	0.47	N/A	Soil run-off coefficient
Region	6	N/A	Region on Hydrological area map

QBAR

$$Q_{BAR(rural)} = 1.08AREA^{0.89}SAAR^{1.17}SPR^{2.17}$$

Where:

$Q_{BAR(rural)}$	is the mean annual flood (a return period of 2.3 years) in l/s
AREA	is the area of the catchment in km² (minimum of 0.5km²)
SAAR	is the standard average rainfall for the period 1941 to 1970 in mm
SPR	is the soil run-off coefficient

$Q_{BAR(rural)}$ can be factored by the UK Flood Studies Report regional growth curves to produce peak flood flows for any return period.

$Q_{BAR(rural)}$	=	220.15	l/s for 50ha site
Divided by 50 to scale down	=	4.40	l/s/ha
Actual Area of the entire Site	=	0.13	ha

Return Periods (Growth curves obtained from DEFRA report)

Return Period		Growth Factor	l/s/ha	Peak site run-off rate (l/s)
1	**$Q_{BAR(rural)}$ x**	**0.85**	**3.74**	**0.473**
2	$Q_{BAR(rural)}$ x	0.88	3.87	0.49
5	$Q_{BAR(rural)}$ x	1.28	5.64	0.71
10	$Q_{BAR(rural)}$ x	1.62	7.13	0.90
25	$Q_{BAR(rural)}$ x	2.14	9.42	1.19
30	**$Q_{BAR(rural)}$ x**	**2.24**	**9.86**	**1.247**
50	$Q_{BAR(rural)}$ x	2.62	11.54	1.46
100	**$Q_{BAR(rural)}$ x**	**3.19**	**14.05**	**1.78**
200	$Q_{BAR(rural)}$ x	3.86	17.00	2.15

Greenfield total run-off volume:

= actual area of the entire site x SPR x 6 hour rainfall depth

Return Period	6 hour rainfall (mm) from FEH CD-ROM	Area (ha)	SPR	Total run-off (m^3)
2.3 (QBAR)	27.45	0.13	0.47	16.3
1	23.76	0.13	0.47	14.1
10	39.09	0.13	0.47	23.2
30	48.95	0.13	0.47	29.1
100	61.09	0.13	0.47	36.3

Developed site run-off calculation sheet

1 in 1 year

Proposed impermeable area	0.124	ha
CC Factor	40%	
Total volume for surfaces during 6 hour event	29.39	m³
Total volume for 6 hour event inc CC	41.15	m³
Total volume for 6 hour event exc CC	29.39	m³

Duration	Rainfall 1 yr event	Run-off rate 1 yr event	Run-off rate 1 yr +cc event
hours	mm	m³	m³
0.25	7.44	9.20	12.88
0.5	9.54	11.80	16.52
0.75	10.80	13.36	18.70
1	11.74	14.52	20.33
2	16.12	19.94	27.92
3	18.94	23.43	32.80
4	20.98	25.95	36.33
5	22.51	27.84	38.98
6	23.76	29.39	41.15
8	25.78	31.89	44.65
10	27.39	33.88	47.43
12	28.72	35.53	49.74
16	30.86	38.17	53.44
20	32.64	40.38	56.53
24	34.21	42.32	59.24
28	35.59	44.02	61.63
32	36.85	45.58	63.82
36	38.01	47.02	65.83
40	39.11	48.38	67.73
44	40.15	49.67	69.53
48	41.14	50.89	71.25

1 in 30 year

Proposed impermeable area	0.124	ha
CC Factor	40%	
Total volume for surfaces during 6 hour event	60.55	m³
Total volume for 6 hour event inc CC	84.77	m³
Total volume for 6 hour event exc CC	60.55	m³

Duration	Rainfall 30 yr event	Run-off volume 30 yr event	Run-off volume 30 yr +cc event	Outflow at 2 l/s	inflow from rain	Diff (storage required)
hours	mm	m³	m³			
0.25	19.71	24.38	34.13	1.80	24.38	22.58
0.5	25.61	31.68	44.35	3.60	31.68	28.08
0.75	29.29	36.23	50.72	5.40	36.23	30.83
1	31.93	39.50	55.30	7.20	39.50	32.30
2	37.93	46.92	65.69	14.40	46.92	32.52
3	41.99	51.94	72.72	21.60	51.94	30.34
4	44.95	55.60	77.84	28.80	55.60	26.80
5	47.16	58.34	81.67	36.00	58.34	22.34
6	48.95	60.55	84.77	43.20	60.55	17.35
8	51.67	63.92	89.48	57.60	63.92	6.32
10	53.78	66.53	93.14	72.00	66.53	-5.47
12	55.51	68.67	96.13	86.40	68.67	-17.73
16	58.35	72.18	101.05	115.20	72.18	-43.02
20	60.69	75.07	105.10	144.00	75.07	-68.93
24	62.71	77.57	108.60	172.80	77.57	-95.23
28	64.39	79.65	111.51	201.60	79.65	-121.95
32	65.89	81.51	114.11	230.40	81.51	-148.89
36	67.27	83.21	116.50	259.20	83.21	-175.99
40	68.56	84.81	118.73	288.00	84.81	-203.19
44	69.78	86.32	120.85	316.80	86.32	-230.48
48	70.94	87.75	122.85	345.60	87.75	-257.85

1 in 100 year

Proposed impermeable area	0.124	ha
CC Factor	40%	
Total volume for surfaces during 6 hour event	75.57	m³
Total volume for 6 hour event inc CC	105.80	m³
Total volume for 6 hour event exc CC	75.57	m³

Duration	Rainfall 100 yr event	Run-off volume 100 yr event	Run-off volume 100 yr +cc event	100yr Scenario Outflow at 2 l/s	100yr Scenario inflow from rain	100yr Scenario Diff (storage required)	CC Scenario Diff (storage required)
hours	mm	m³	m³				
0.25	25.16	31.12	43.57	1.80	43.57	29.32	41.77
0.5	33.08	40.92	57.29	3.60	57.29	37.32	53.69
0.75	37.90	46.88	65.64	5.40	65.64	41.48	60.24
1	41.40	51.21	71.70	7.20	71.70	44.01	64.50
2	48.16	59.57	83.40	14.40	83.40	45.17	69.00
3	52.86	65.39	91.54	21.60	91.54	43.79	69.94
4	56.35	69.70	97.59	28.80	97.59	40.90	68.79
5	58.97	72.95	102.12	36.00	102.12	36.95	66.12
6	61.09	75.57	105.80	43.20	105.80	32.37	62.60
8	64.35	79.60	111.44	57.60	111.44	22.00	53.84
10	66.85	82.69	115.77	72.00	115.77	10.69	43.77
12	68.89	85.22	119.30	86.40	119.30	-1.18	32.90
16	72.14	89.24	124.93	115.20	124.93	-25.96	9.73
20	74.74	92.45	129.43	144.00	129.43	-51.55	-14.57
24	76.94	95.17	133.24	172.80	133.24	-77.63	-39.56
28	78.68	97.33	136.26	201.60	136.26	-104.27	-65.34
32	80.21	99.22	138.91	230.40	138.91	-131.18	-91.49
36	81.61	100.95	141.33	259.20	141.33	-158.25	-117.87
40	82.91	102.56	143.58	288.00	143.58	-185.44	-144.42
44	84.13	104.07	145.70	316.80	145.70	-212.73	-171.10
48	85.30	105.52	147.72	345.60	147.72	-240.08	-197.88

SuDS attenuation calculations

Green / Brown Roof	
Area based on client plans (m2)	296.708
Green roof example depths	
ABG Green Roof Mix depth (m)	0.2
Geocomposite layer depth (m)	0.005
SVP(1-VFC) values (Table 3.1)	
ABG Green Roof Mix (m3)	0.15
Geocomposite layer (m3)	0.5
Volume for ABG Greef Roof Mix	
Green roof area*ABG depth (m3)	59.3416
Storage for ABG Greef Roof Mix	
Volume*SVP(1-VFC)(m3)	8.90124
Volume for Geocomposite layer	
Green roof area*Geocomposite layer (m3)	1.48354
Storage for Geocomposite layer	
Volume*SVP(1-VFC)(m3)	0.74177
Total storage	9.64301

GeoSmart Information

Appendix C

Regulated Drainage and Water Search

Regulated Drainage & Water Search

Search Details

Prepared for: GeoSmart
Matter: 73227
Client address: Suite 9-11 Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU

Property:
352, Oxford Road, Reading, RG30 1AQ

Water Company:
Thames Water Utilities Ltd
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

Date Returned:	Property type:
22/09/2020	Residential

This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at www.infotrack.co.uk or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack and the Data Supplier above are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.Visit www.propertycodes.org.uk for more information.

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Summary for Conveyancers

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

Maps

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

Drainage

2.1	Does foul water from the property drain to the public sewer?	Yes
2.2	Does surface water from the property drain to the public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Refer to Vendor
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes
2.4.1	Does the public sewer map indicate any public sewage pumping station within the boundaries of the property?	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?	Thames Water
4.2	Who bills the property for sewerage services?	Thames Water
4.3	Who bills the property for water services?	Thames Water
4.4	What is the current basis for charging for sewerage and/or water services at the property?	See report
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Insured

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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.

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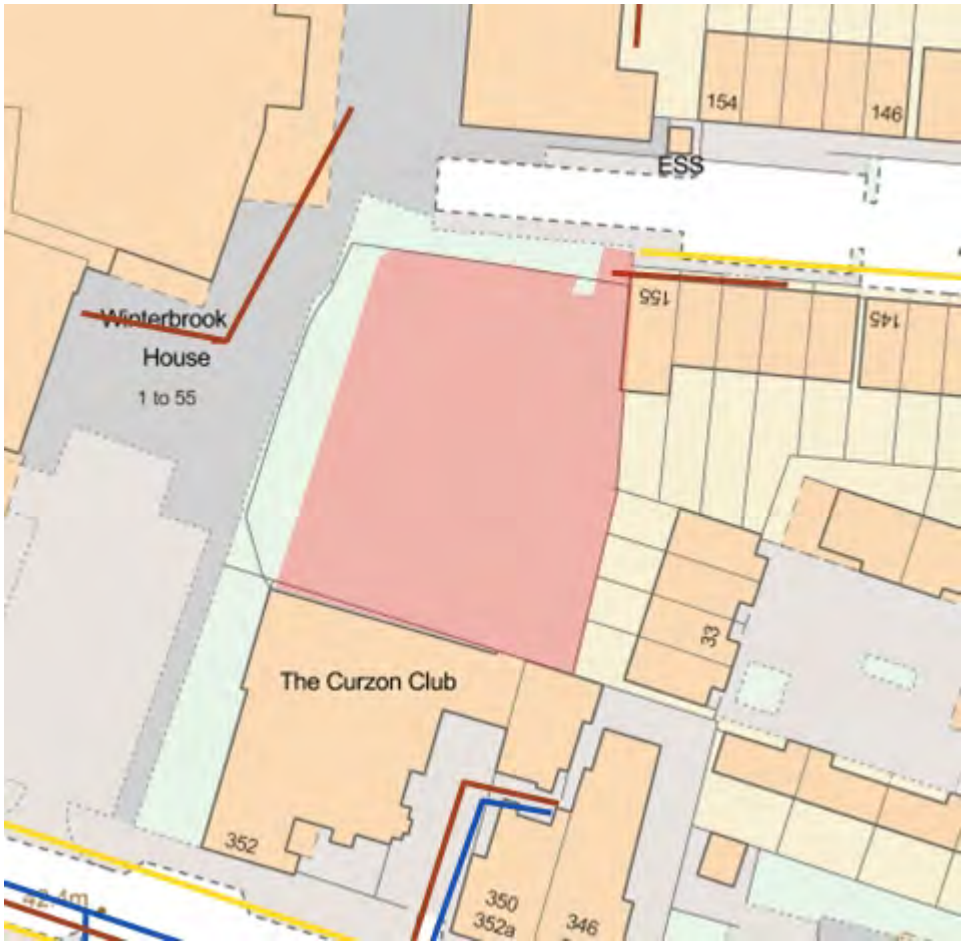
Public Sewer & Water Map



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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 should 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.

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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.

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Question 2.4

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

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

Guidance Notes:

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

Question 2.4.1

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

The public sewer map included indicates that there is 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.

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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.

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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.

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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.

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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.

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Question 3.4

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

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

Guidance Notes:

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

Question 3.5

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

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

Guidance Notes:

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

Question 3.6

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

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

Thames Water Utilities Limited
Clearwater Court
Reading
RG1 8DB
Tel: 0845 9200 888
www.thameswater.co.uk

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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

Question 4.1.2

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

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

Thames Water Utilities Limited
Clearwater Court
Reading
RG1 8DB
Tel: 0845 9200 888
www.thameswater.co.uk

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

Question 4.3

Who bills the property for water services?

Thames Water Utilities Limited
Clearwater Court
Reading
RG1 8DB
Tel: 0845 9200 888
www.thameswater.co.uk

© InfoTrack Ltd

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.

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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.

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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

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

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

What is a Foul Water Sewer?	Foul sewers/drains take foul sewage (waste from toilets, bathrooms and kitchens etc) away from your property.
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). 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.
What is a Combined Sewer?	Combined sewers carry both foul sewage and surface water away from your property.

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Adoption Agreement

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.
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

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.
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

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:

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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)

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

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.

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stewart title

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:
    - o 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;
    - o 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;
    - o 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
    - o 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.

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

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

stewart title

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 (Up to £ per Property)	PREMIUM (£ 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

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

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:

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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.

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 or visit 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 / Email: admin@tpos.co.uk

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

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

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, 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. We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

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Terms and Conditions

1 Definitions

In these Terms the following words shall have the following meanings:

1.1 "Client" means the seller, buyer, lender or lessee (or potential seller, buyer, lender or lessee) in respect of the Property who is the intended recipient of the Report.

1.2 "Code" means the Code of Practice for Search Compilers and Retailers as updated from time to time.

1.3 "Company" means a company registered at Companies House in respect of which InfoTrack Ltd has been instructed to provide a Service.

1.4 "Consumer" means any person acting for purposes other than their trade, business or profession.

1.5 "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.

1.6 "Literature" means InfoTrack Ltd's brochures, price lists and advertisements in any type of media, including the content of the Website.

1.7 "Order" means the request for Services by You.

1.8 "Property" means an address or location for which InfoTrack Ltd is engaged to provide a Service.

1.9 "Report" means the report prepared by InfoTrack Ltd in respect of the Property or the Order.

1.10 "Service(s)" means the supply of services by InfoTrack Ltd to You including but not limited to 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.

1.11 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack Ltd for the purposes of providing the Services.

1.12 "Terms" means these terms and conditions of business.

1.13 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.14 "Website" means our website located at www.infotrack.co.uk

1.15 "We", "Us", "Our, "InfoTrack" and "InfoTrack Ltd" 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, United Kingdom, WC1N 2EB. VAT number GB 228530612.

1.16 "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 Ltd shall come into existence when InfoTrack Ltd accepts your completed Order by either sending you written confirmation or starting to provide 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 Ltd 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 You agree to be bound by these Terms when You place any Order.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack Ltd.

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 Ltd 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 fourteen working day period set out in clause 5.3.

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). We will invoice You following the provision of the Service(s) or as otherwise notified to You at the point of order or as set out in the Literature.

4.3 InfoTrack Ltd 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 Ltd 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.

5 Cancellation of Services

This Term 5 only applies if you are a Consumer.

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).

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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 5.2 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 Ltd 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 exclusively 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 9 and Term 10 (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 Ltd'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 Ltd 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 Ltd cannot warrant the performance of any linked internet service not operated by InfoTrack Ltd. Accordingly InfoTrack Ltd 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 Ltd 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 Ltd as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack Ltd.

9 Our Liability if you are a Business
This Term 9 only applies if you are not contracting as a Consumer

9.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any re-sale purposes unless You have obtained Our prior written consent.

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

9.2.1 Death or personal injury caused by Our negligence;

9.2.2 Fraud or fraudulent misrepresentation;

9.2.3 Any loss or damage sustained as a direct consequence of Our negligence;

9.2.4 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

9.2.5 Defective products under the Consumer Protection Act 1987.

9.3 Subject to Term 9.2, We will under no circumstances whatever be liable to You (or any other party entitled to rely on the Report(s)), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

9.3.1 Any loss of profits, sales, business or revenue;

9.3.2 Loss or corruption of data, information or software;

9.3.3 Loss of business opportunity;

9.3.4 Loss of anticipated savings;

9.3.5 Loss of goodwill; or

9.3.6 Any indirect or consequential loss.

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9.4 Subject to Term 9.2 and Term 9.3, 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.

9.5 Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Reports. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Reports are suitable for Your purposes.

10 **Our liability if you are a Consumer**
This Term 10 only applies if you are a Consumer.

10.1 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.

10.2 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.

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

10.3.1 Death or personal injury caused by Our negligence;

10.3.2 Fraud and fraudulent misrepresentation;

10.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

10.3.4 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

10.3.5 Defective products under the Consumer Protection Act 1987.

10.4 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.

11 Intellectual Property Rights

11.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack Ltd 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.

11.2 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.

12 **Insurance**

12.1 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.

12.2 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.

12.3 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.

13 Complaints

13.1 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.

13.2 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 and email address is admin@tpos.co.uk.

13.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

14 General

14.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack Ltd or vice versa must be in writing and sent to InfoTrack Ltd's registered office address as stipulated in Term 1.15 (or as updated from time to time) or Your address as stipulated in the Order.

14.8 In providing the Services and Reports We will comply with the Code.

14.9 Any personal information which you provide to us will be held in accordance with the Data Protection Act 1998 and other applicable regulations and only used in accordance with Our Privacy Policy (details of which are set out on Our Website).

14.10 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 29 January 2019

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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 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.

GeoSmart Information

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

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

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

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

Complaints procedure

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.

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

Martin Lucass

Commercial Director

GeoSmart Information Limited

Suite 9-11, 1st Floor,

Old Bank Buildings,

Bellstone, Shrewsbury, SY1 1HU

Tel: 01743 298 100

martinlucass@geosmartinfo.co.uk

16 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/