GeoSmart Information

SuDSmart Plus

Sustainable Drainage Assessment

Site Address

Colne Valley Business Park
Manchester Road
Linthwaite
Huddersfield
HD7 5QG

Grid Reference

409537 , 414297

Report Prepared for

Primezone Ltd
Unit 14
Grosvenor way
London
E5 9ND

Date

2021-11-10

Report Status

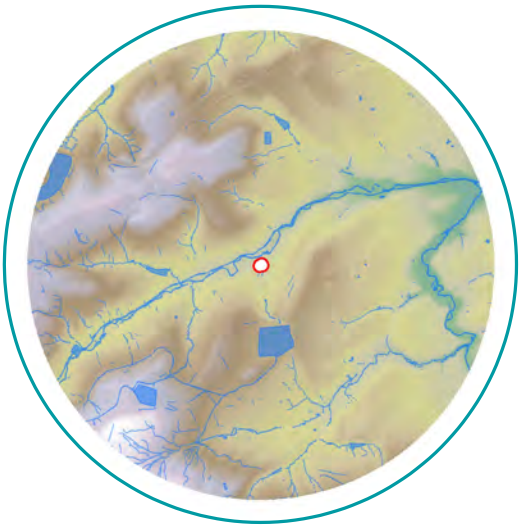
FINAL

Site Area

2052 m^2

Report Reference

74936.02R3



Discharge to watercourse

The proposed Sustainable Drainage Scheme (SuDS) strategy is comprised of a geo-cellular crate system located in the car park area to attenuate rainwater from the building roof and carpark area before discharging to the on-site culverted surface watercourse.

Infiltration to ground is not proposed as the Lead Local Flood Authority (LLFA) have confirmed they would not agree to infiltration due to the potential risks of flooding to existing cellars in the area.

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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?	Low[1]
	What is the potential to discharge to surface water features?	High
	What is the potential to discharge to sewers?	High
	What is the potential to discharge to highway drains?	High
Flooding	What is the river (fluvial) flood risk at the Site?	Variable
	What is the surface water (pluvial) flood risk at the Site?	Very Low to Medium
	What is the groundwater flood risk at the Site?	Negligible
Pollution	Is the groundwater a protected resource?	No
	Is the surface water feature a protected resource?	No

[1] Potential to infiltrate has been reduced to low based upon LLFA feedback, due to the presence of nearby cellars.

Summary of existing and proposed development

The Site is currently used within a commercial capacity. At present there is a single building with car park and landscaped areas. Development proposals comprise the construction of a new commercial building while keeping the existing features already located on the Site.

Summary of discharge routes

GeoSmart's SuDS Infiltration Potential (SD50) map indicates the Site has a Low and High potential for infiltration. However, the potential to infiltrate has been reduced to low based upon LLFA feedback, due to the presence of nearby cellars. Infiltration to ground is therefore not feasible.

Ordnance Survey (OS) mapping indicates a culverted watercourse is located within the Site. and therefore, discharge into this feature is proposed. Further discussions should be held with the regulators to agree a suitable outfall design and any easements required.

The regulated drainage and water search included in Appendix C confirms the Site is located in close proximity to the public sewer network and currently discharges to this. Due to the short distance to nearby sewers discharging surface water runoff to the sewer is feasible.

According to Google Streetview, highway gullies are located within Manchester Road, indicating the presence of the highway drainage network.

Runoff rate and attenuation requirements

Discharging to the culverted watercourse or off-Site to the sewer network requires 106.25m^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 20% allowance for climate change. This volume is subject to the discharge rate being restricted to 3.5 l/s (48% reduction in existing 1 in 100 year brownfield runoff rates).

Proposed SuDS strategy

SuDS features comprised of a geo-cellular crate system to attenuate a minimum of 106.25m^3 of surface water runoff. The SuDS features would provide some water quality benefits (interception and filtration) prior to discharging offsite. A petrol interceptor is also proposed in line with Environment Agency advice.

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 20% 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 10 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

- The condition and capacity of the culverted watercourse should be confirmed and permission should be obtained from the Environment Agency for proposed outfalls. Water quality permits are not required, as a petrol interceptor is proposed.
    - The Environment Agency have been consulted through planning application reference: 2021/93330 and have confirmed they have no objections to the scheme, but have confirmed an informative added to the decision notice to obtain a flood risk activity permit for any outfalls proposed. This will be undertaken once planning approval is in place.
- Where discharging to the culverted watercourse is not viable, the capacity of the public sewer network should be confirmed with the utility provider and gain permission to connect where required.

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	Geo-cellular crates (attenuation tank)
Discharge location	Culverted watercourse
Discharge rate	3.5 l/s

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

Geo-cellular crate system	A 19m (l) x 6m (w) x 1m (d) geo-cellular crate system (95% void ratio) is proposed to form an attenuation tank. This will attenuate runoff from the building roof and car park and driveway prior to discharge to the culverted watercourse at a restricted rate of 3.5 l/s. A petrol interceptor will be included to ensure runoff is adequately treated prior to discharge.
Total Attenuation Provided	108.30 m^3
Total Attenuation Required	106.25 m^3
Freeboard Storage Provided	2.05 m^3

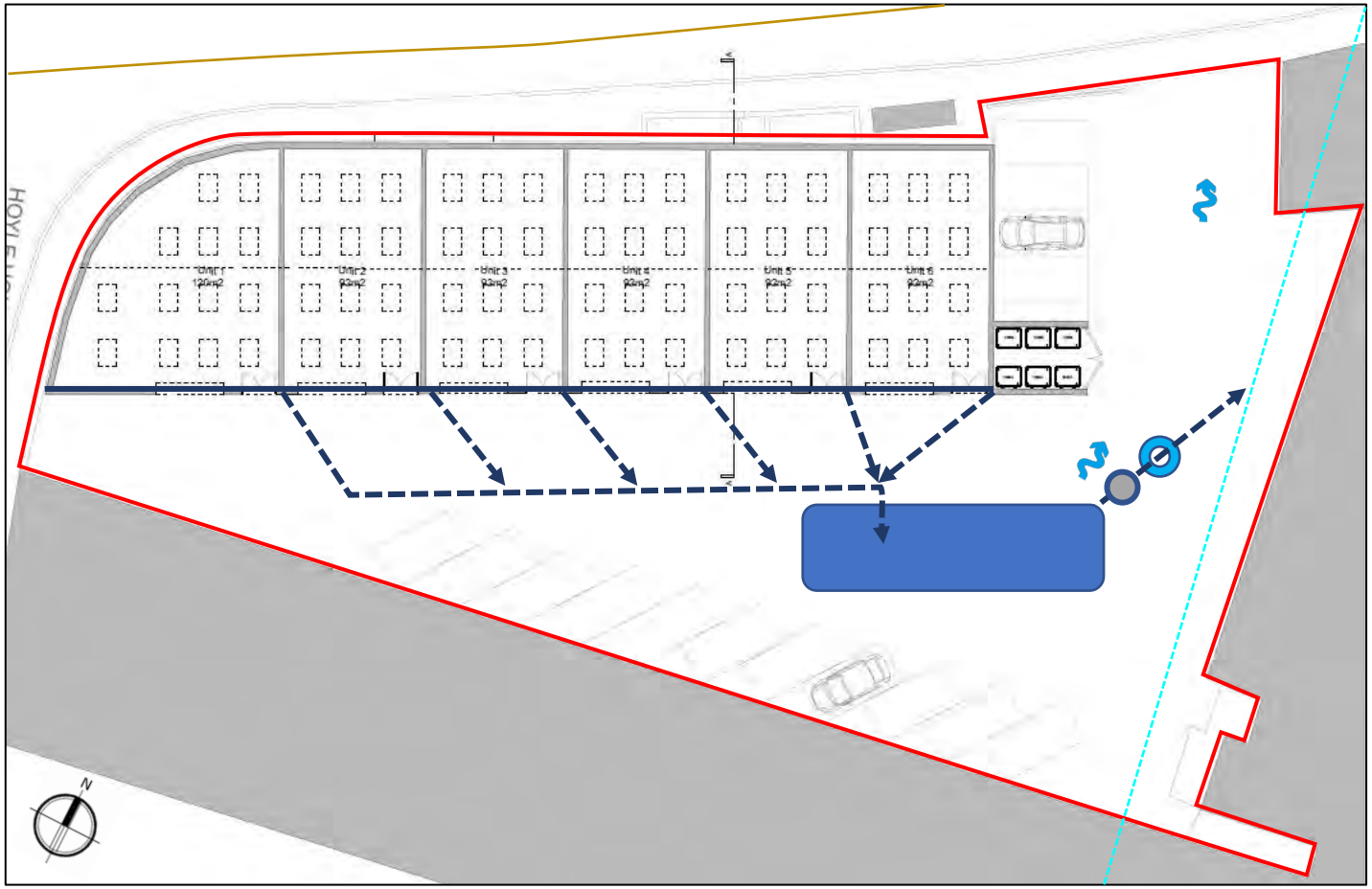
2. Proposed SuDS scheme layout

- Geo-cellular crates
- Underground pipe network
- Combined sewer
- Culverted watercourse
- Exceedance flow routes
- Site boundary
- Petrol Interceptor
- Hydrobrake

The six units will have a guttering system which will be connected via a pipe network to the geo-cellular crate system.

Discharge to the culverted watercourse in the east of the Site below ground level is proposed. The combined sewer network is located north of the Site, where a discharge to the culverted watercourse be unfeasible.

Please Note: Schematic is not to scale
Subject to detailed design



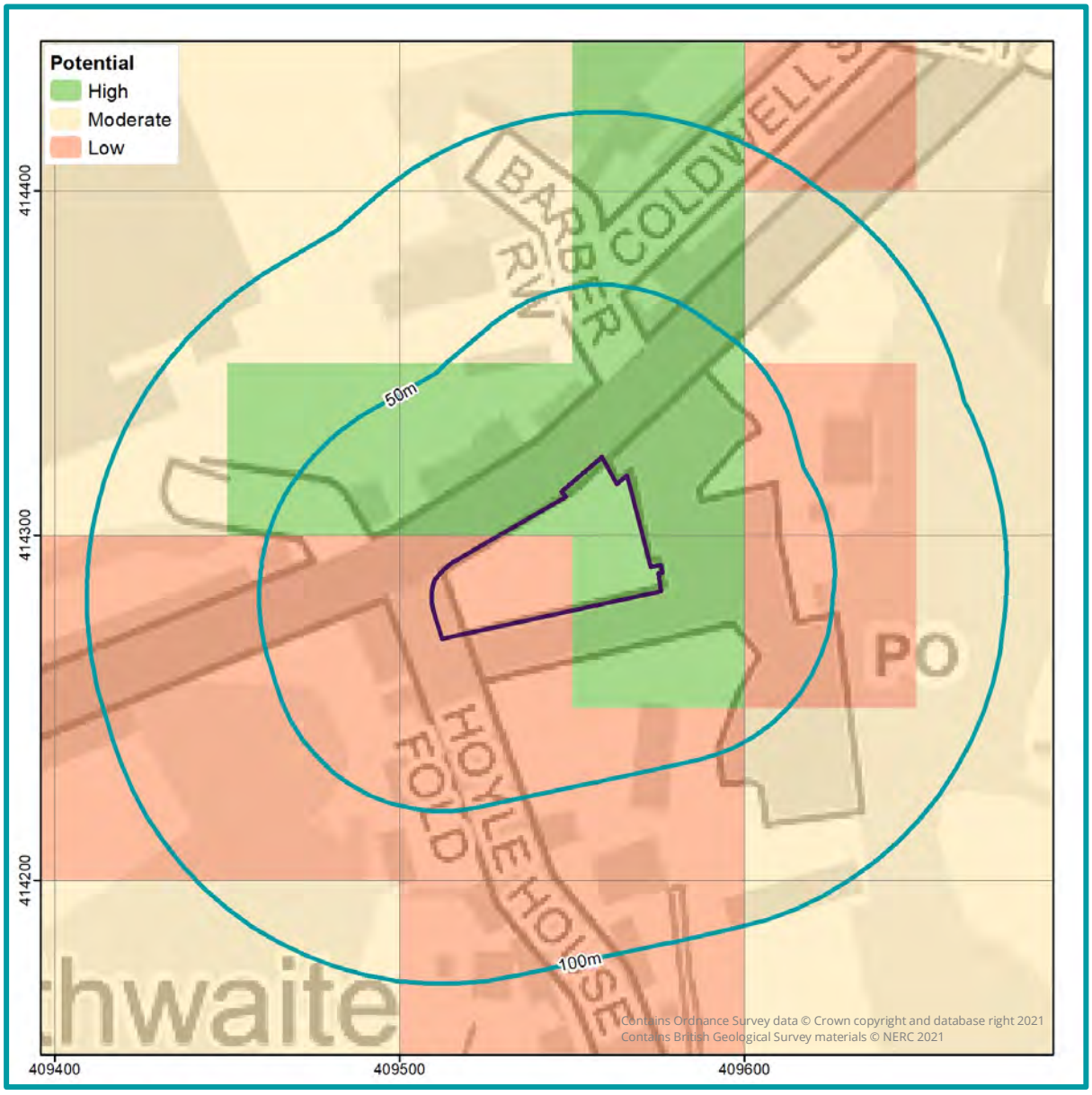
Culverted watercourse estimated to be 3.07m beneath Site ground levels, from interpolation analysis using upstream and downstream LiDAR ground elevation data. Further confirmation of the analysis included within section 3, beneath Figure 5. The depth to the culverted watercourse would provide sufficient fall from attenuation SuDS to ensure surface water can be drained by gravity to the culverted watercourse.

3 Site analysis

Site location

Figure 1. Aerial Imagery (Bluesky, 2021)

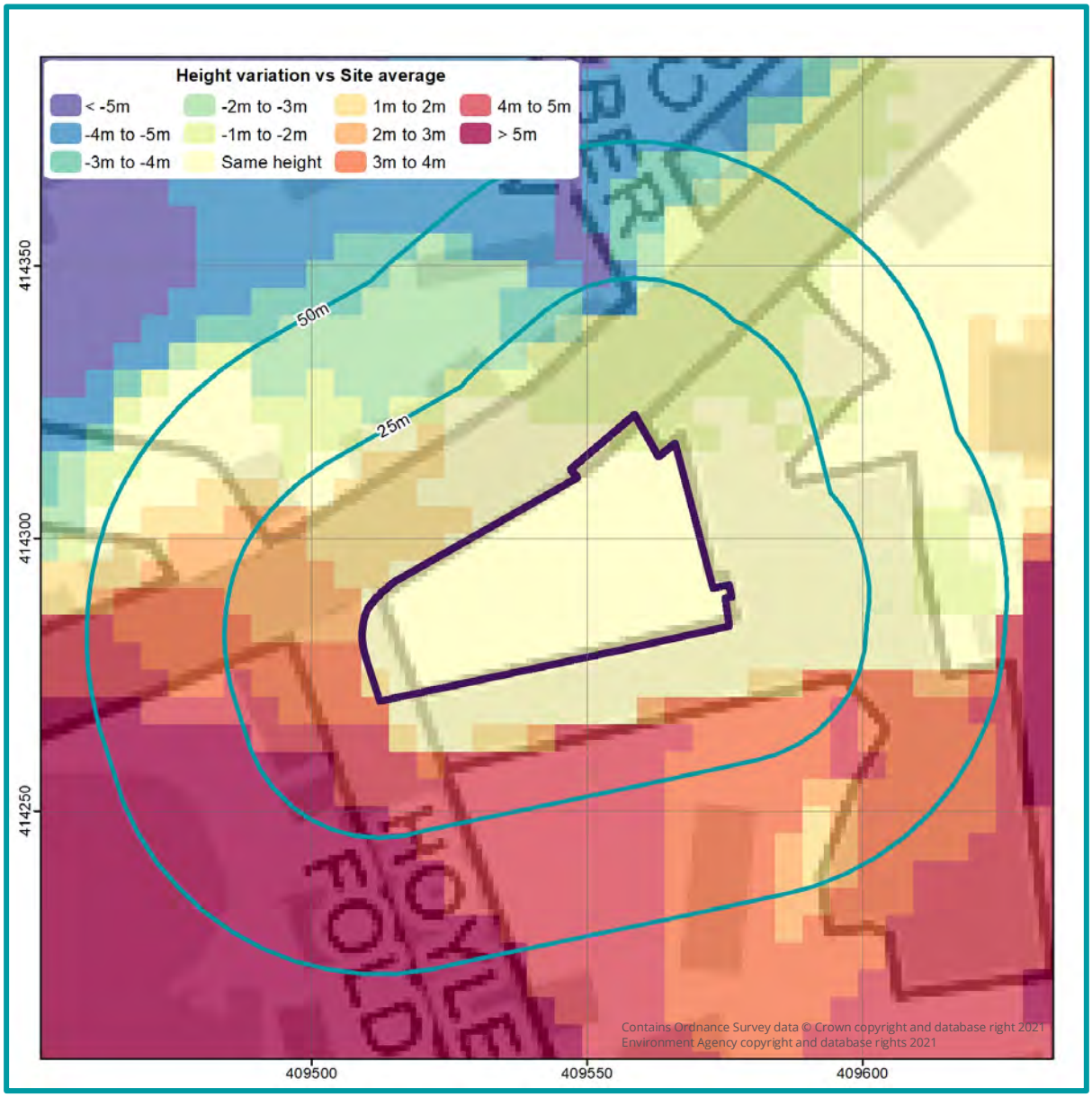
Figure 2. SuDS infiltration suitability (SD50) map (GeoSmart, 2021)



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

There is a variable potential for infiltration SuDS across the Site, with high potential for infiltration in the east, and low potential in the west of the Site. It is likely that the underlying geology at the Site has variable permeability which would limit the effectiveness of a proposed infiltration SuDS scheme. However, the potential to infiltrate has been reduced to low based upon LLFA feedback, due to the presence of nearby cellars. Infiltration to ground is therefore not feasible.

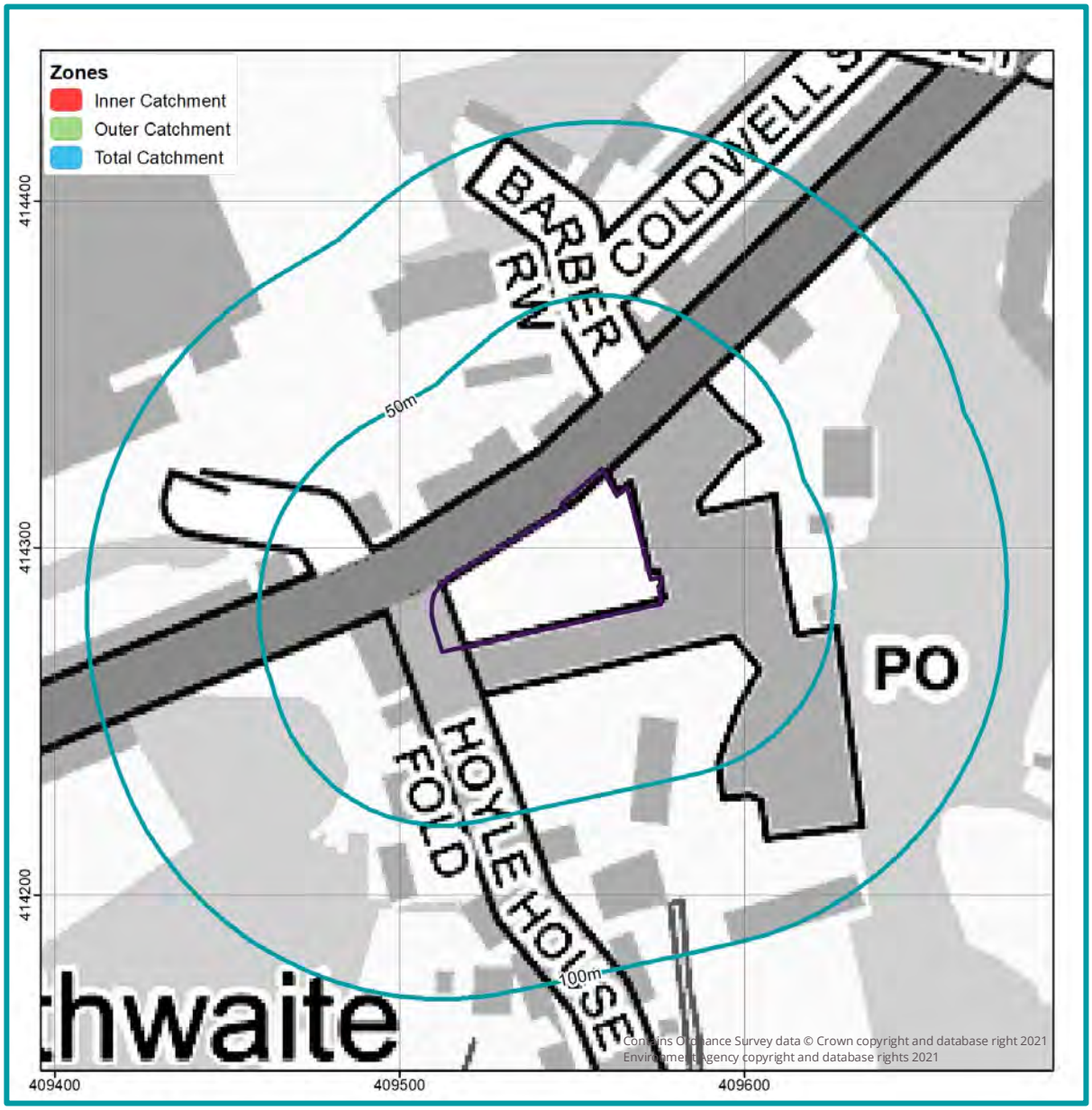
Figure 3. Site topography (GeoSmart, 2021)



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

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

Figure 4. Source protection zone map (EA, 2021)



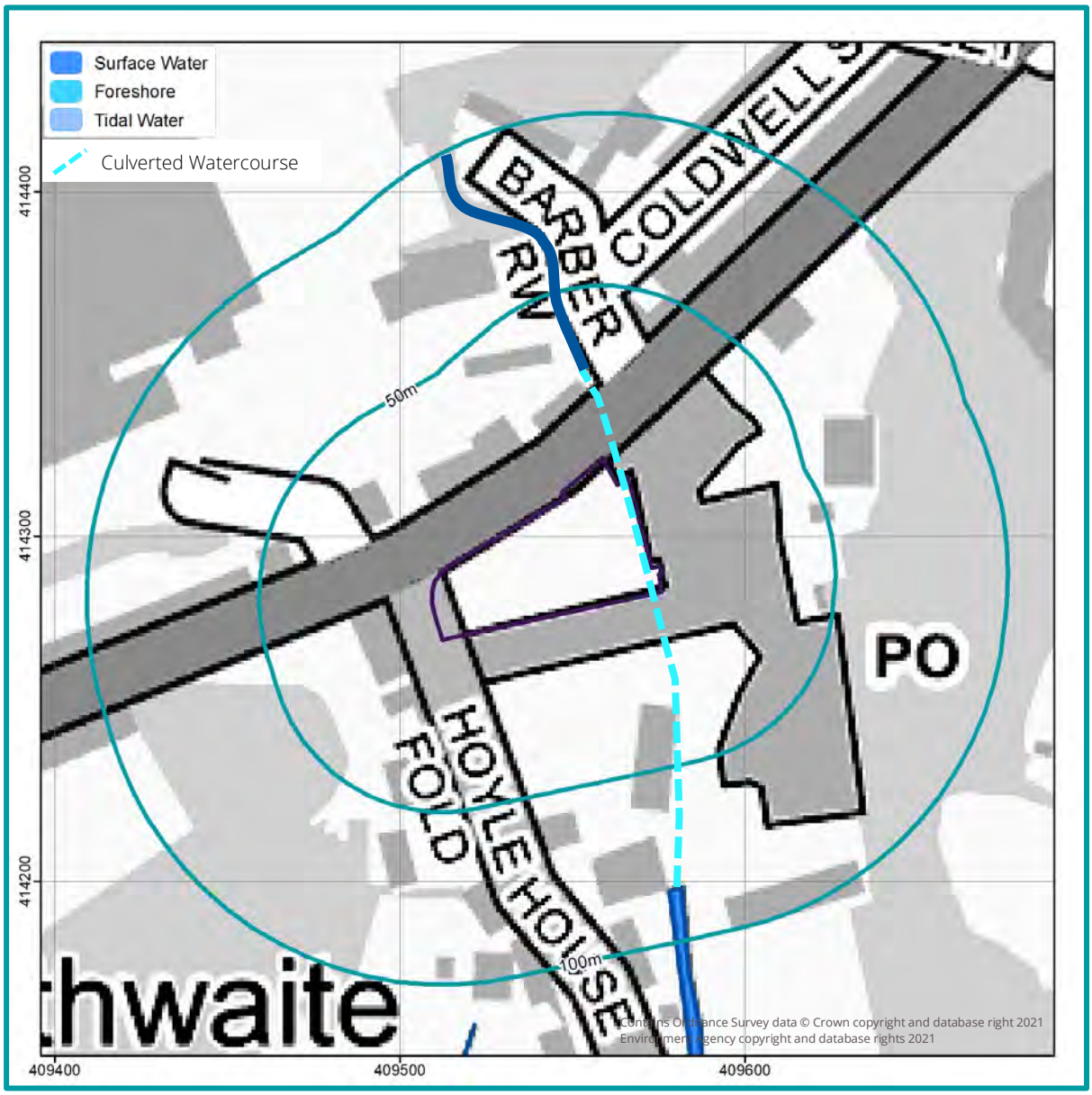
An assessment of the EA's groundwater Source Protection Zones (SPZs) has been undertaken within the vicinity of the Site and confirms the Site is not located within an SPZ.

Infiltration, if possible, is likely to be acceptable providing risk screening identifies suitable mitigation measures, if required, to prevent an impact on water quality from the proposed or historical land use and contaminated land.

If further analysis is required, this would involve a review of Site specific contaminated land data. If hazards are identified, it is recommended that the Local Authority and the Environment Agency are contacted to confirm the susceptibility of any SPZs within the wider area.

The pre application enquiry confirms that the proposed development site is potentially contaminated from its former use, and contaminated land issues need to be considered.

Figure 5. Surface water features map (EA, 2021)

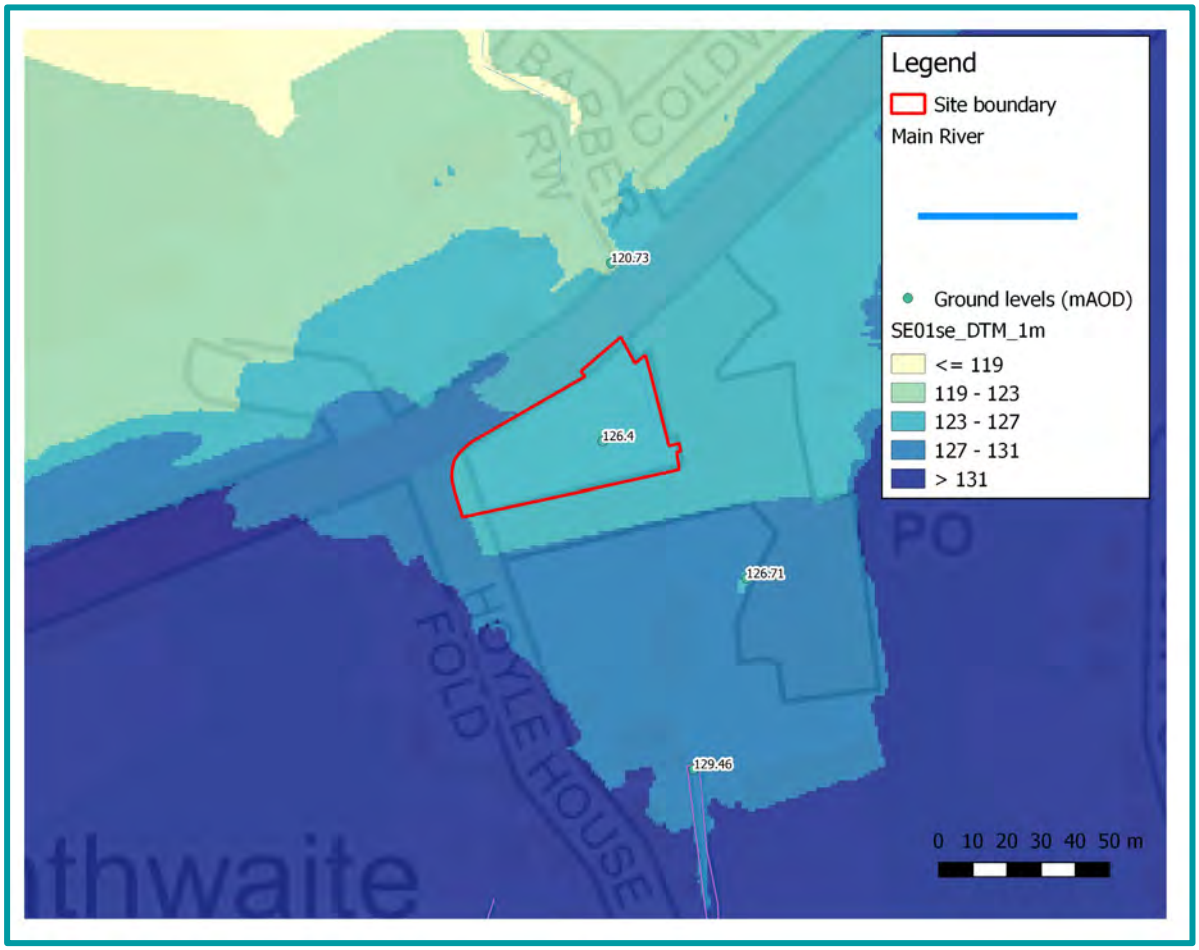


OS mapping indicates an open surface watercourse is located within 20 m north and 85 m south of the Site. This watercourse is culverted within the Site (dashed blue line above). According to the EA's Magic Map, the Site is not within 250m of a SSSI or SPA.

The feature is located within the Site and therefore, discharge into this feature should be considered. Further discussions should be held with third party landowners and regulators to agree a suitable discharge route and any easements required.

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

Figure 6. LiDAR interpolation analysis (EA, 2021)



In the absence of survey data of the culverted watercourse, analysis of LiDAR ground elevation data has been undertaken to interpolate a likely level of the watercourse beneath the Site. The interpolation indicates the watercourse is approximately 3.07 m beneath the Site ground levels.

Where a geo-cellular crate system is sited at 1.0m beneath ground level (cover), with a 1m depth of attenuating storage, the invert level of this feature would be 2m deep and would provide sufficient fall to discharge to the culverted watercourse, which is estimated to be 3.07m beneath Site ground levels.

<u>Analysis:</u>

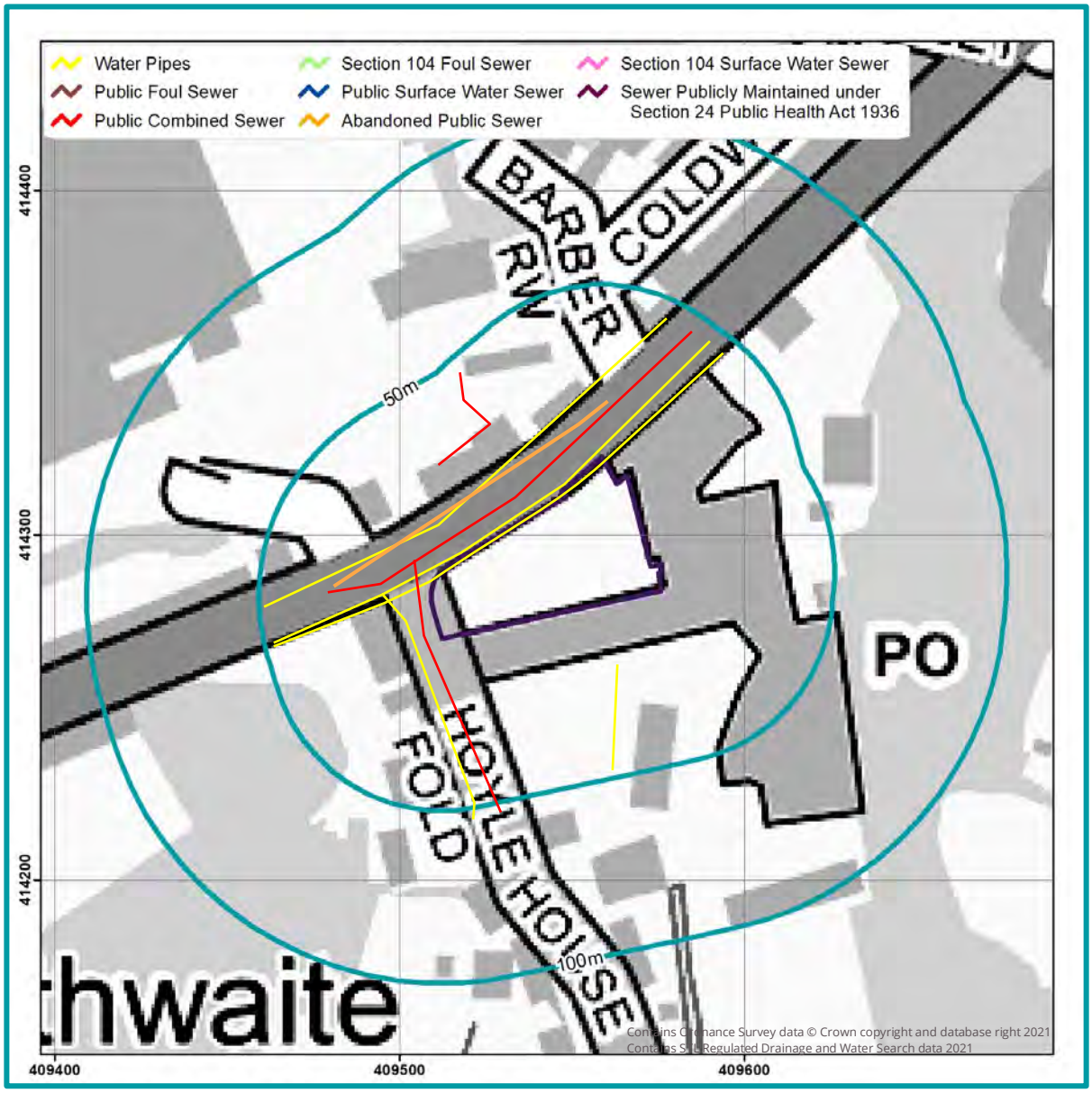
129.46 mAOD minus 120.73 mAOD = 8.73 m fall from upstream open watercourse to downstream open watercourse.

This fall of 8.73m over 150m equates to a fall of 0.0582 m, per m travelled.

The Site is 100m away from the upstream watercourse level of 129.46 mAOD, so 0.0582m x 100m = 5.82 m

129.46 mAOD minus 5.82m = 123.64 mAOD. The on-site ground level of 126.4 mAOD minus 123.64 mAOD = **3.07 m (culverted watercourse depth/invert beneath the Site)**

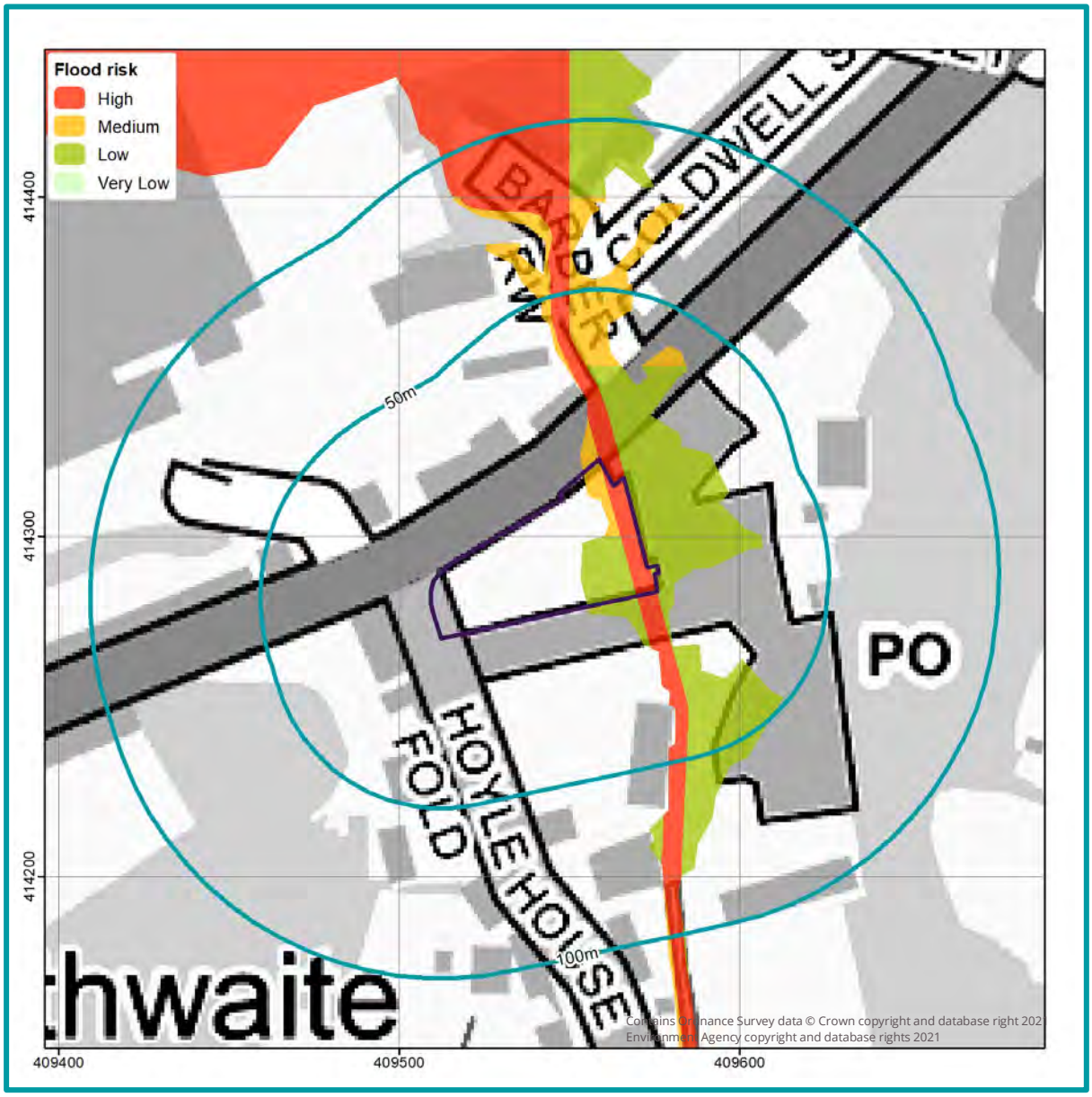
Figure 7. Sewer features map (OS & STL, 2021)



GeoSmart has undertaken an assessment of the location of sewer features within the vicinity of the Site. There is a public combined sewer, located adjacent to the east and north of the Site, therefore discharge to sewer is likely to be appropriate. The regulated drainage and water search (Appendix C) also confirms that the current Site is connected to the public sewer.

Further analysis of the connections and condition of the public surface water drainage system should be undertaken by carrying out a CCTV survey or by contacting the drainage provider or the Local Council to confirm the presence, location and condition of the sewer. 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 8. Risk of flooding from rivers & sea map (EA, 2021)

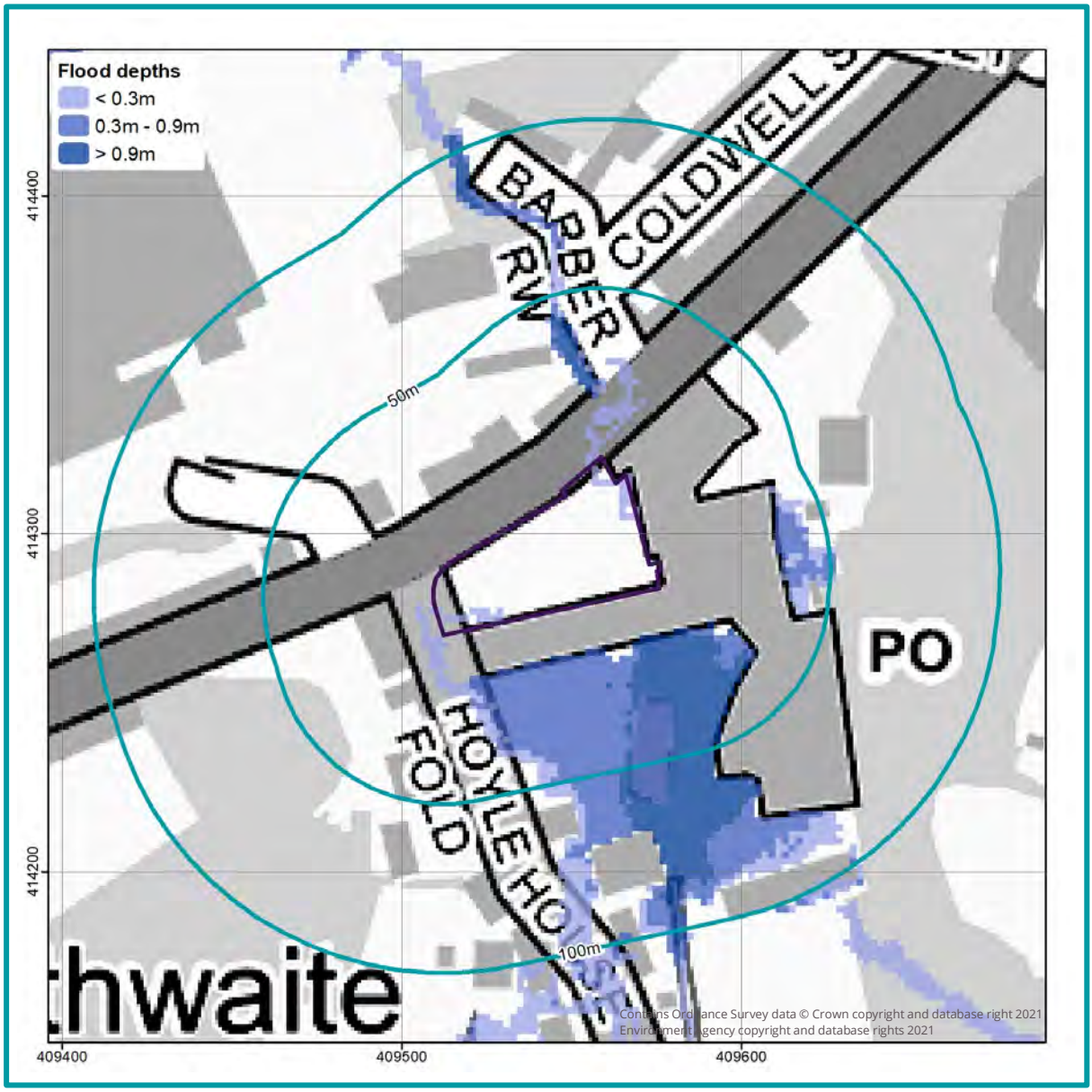


According to the EA's Risk of Flooding from Rivers and the Sea (RoFRS) map, the Site has variable risk. The majority of the Site, including the proposed buildings in the Site has a Very Low risk of flooding from fluvial or coastal flooding, with less than 0.1% annual probability of flooding, therefore the SuDs design is unlikely to be affected. Areas to the east of the Site have Low to High risk, and SuDS features could be affected by flooding in this event.

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.

A separate Flood Risk Assessment has been undertaken (ref: 74936), where the potential risks to the development are discussed further.

Figure 9. Risk of surface water flooding map (EA,2021)

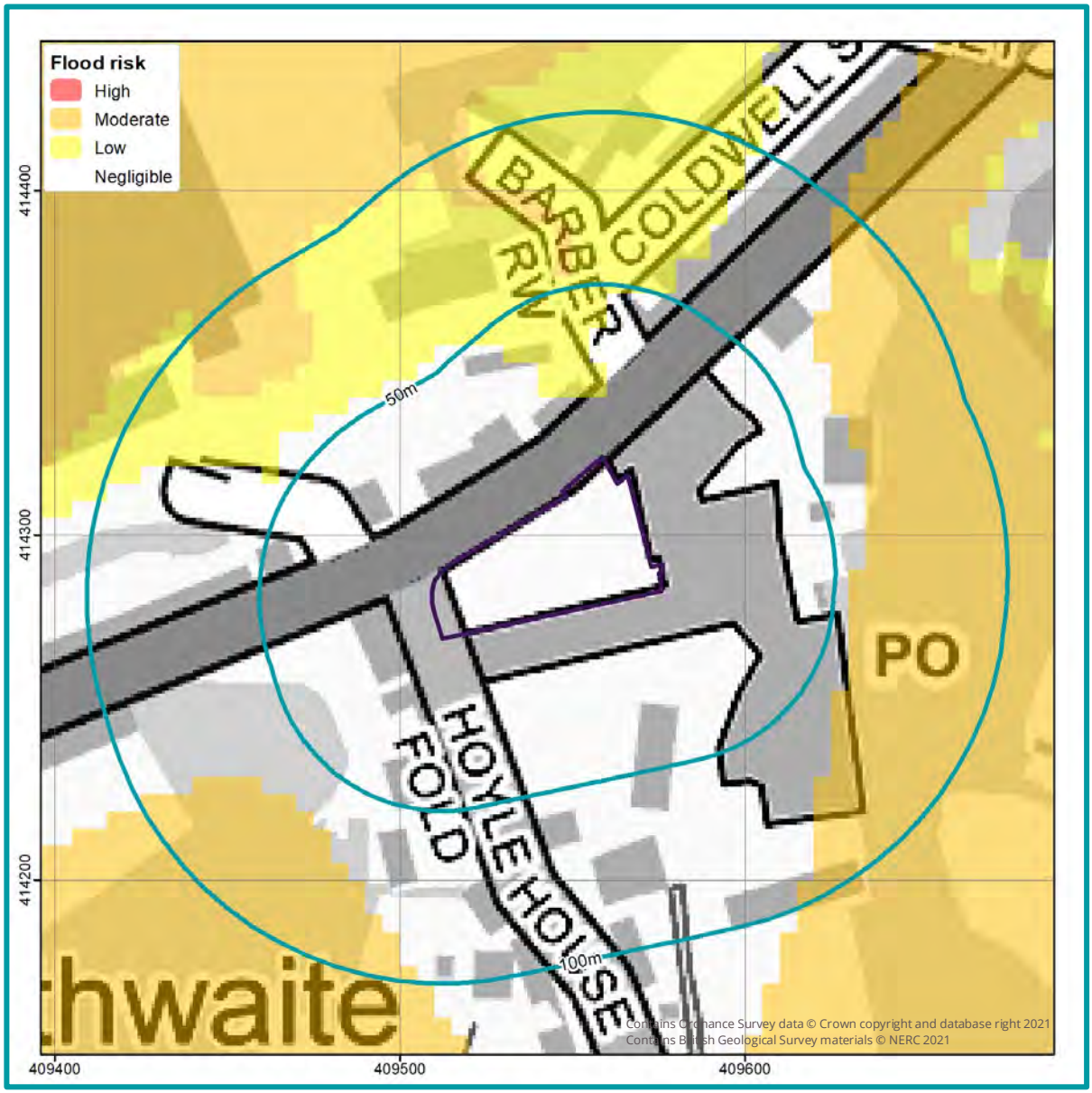


GeoSmart have undertaken an assessment of the risk of flooding from surface water (pluvial) sources within the vicinity of the Site using the EA's Risk of Flooding from Surface Water (RoFSW) mapping. The EA's mapping confirms the Site is considered to be at Very Low to Medium risk of surface water flooding.

The above map shows the extent and depth of flooding during a 1% annual probability (1 in 100 year) event, this confirms there are areas where flooding could occur in a 1 in 100 year event. Flooding in these areas may constrain certain types of SuDS features being used.

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

Figure 10. Groundwater flood risk (GW5) map (GeoSmart, 2021)



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

The use of SuDS features may be constrained in areas where there is a High or Moderate risk of groundwater emergence.

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 the site of Colne Valley Business Park, Manchester Road, Linthwaite, Huddersfield HD7 5QG (the Site). The Site is located in Linthwaite in a setting of commercial and residential use. The ground levels on Site are 125.63 mAOD to 126.65 mAOD, with the ground sloping down to the north. Site plans and drawings are provided in Appendix A.

Development

The Site is currently vacant at present as an area of hard standing for parking. Development proposals comprise the construction of one single storey building comprising of six storage and distribution units with car parking. An enclosed bin store is proposed to the east of the building.

Geology, permeability and thickness

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

Table 3. Site Geology

Geology present on-Site		Potentially permeable?
Superficial geology (Figure 10)	Alluvial Fan Deposits - Sand and Gravel (ALF)	✓
Bedrock geology (Figure 11)	Marsden Formation - Mudstone and Siltstone (MARSD)	X

The permeability of the underlying material at the Site shown within the BGS mapping is moderate, confirmation of the infiltration capacity is required.

The BGS website was used to extract ground information from the nearest borehole record to the Site (ref: SE01SE7/A). This borehole is located approximately 15 m to the east of the Site at an elevation of approximately 126 mAOD.

The borehole records confirm the underlying geology is comprised of unknown lithology to 3.67 m below ground level (bgl), underlain by black shale to 6.55 mbgl, then sandstone with coal and shale to 22.86 mbgl, then ganister (quartzite) sandstone to 25 mbgl, then sandstone

(various) to 36.12 mbgl underlain with black shale to 41.45 mbgl where the borehole is terminated. Groundwater levels are recorded between 13.03 and 13.64 m bgl.

Infiltration SuDs are proposed directly into permeable superficial deposits. The soil infiltration coefficient must be sufficient to accommodate the constraints on the dimensions of the soakaway and its emptying time.

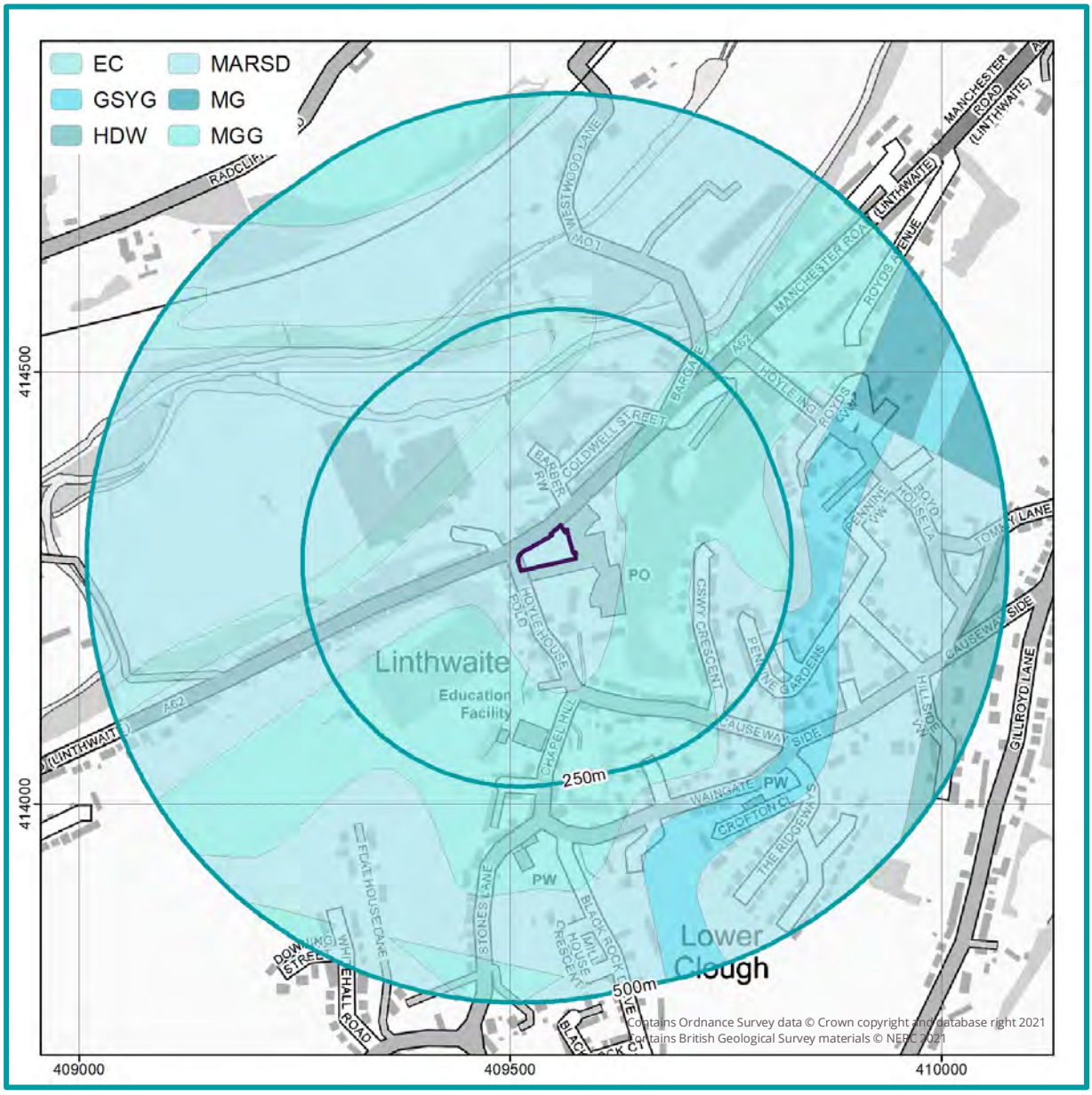
Depth to groundwater

The SuDS system should be designed to operate in periods of extreme groundwater levels. According to borehole data and GeoSmart's Groundwater Flood Risk (GW5) map, shallow groundwater is unlikely to be an issue at the Site. Relevant Borehole records indicate groundwater levels may fluctuate around 13.34 mbgl (112.66 mAOD).

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

Figure 11. Superficial Geology (BGS, 2021)

Figure 12. Bedrock Geology (BGS, 2021)



Ground conditions

Infiltration SuDS are proposed within permeable superficial deposits above mudstone bedrock therefore a detailed review of underlying ground conditions is recommended to ensure focused infiltration does not cause ground instability.

Soakaways should be a minimum of 5m away from the foundations of a building. A detailed ground assessment is recommended: on steep slopes where infiltrating water would produce saturation and instability downslope; or within layered geology, where infiltrating water would produce springs down gradient.

Water quality

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

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

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

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

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. The anticipated changes in peak rainfall intensity in small catchments (less than 5 km^2) and urban catchments are shown in Table 4.

For large rural catchments use the alternative allowances defined for rivers.

In order to understand the range of impact, both the central and upper end allowances should be assessed.

Table 4. Peak rainfall intensity allowance in small and urban catchments (use 1961 to 1990 baseline)

Applies across all of England	Total potential change anticipated for 2010 to 2039	Total potential change anticipated for 2040 to 2059	Total potential change anticipated for 2060 to 2115
Upper end	10%	20%	40%
Central	5%	10%	20%

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

Leeds City Region Sustainable Drainage Systems Guidance (West Yorkshire Combined Authority, 2020)

Design standards to be used to support your application

- A Surface Water Drainage Strategy or Statement - This is required for all sites (proportionate to the scale, nature and location of the development). The strategy or statement should demonstrate compliance with the Sustainable Drainage Technical Standards and the National Planning Policy Framework.
- Surface Water Drainage Design - This is required to be in accordance with the current edition of "Sewers for Adoption"

- Minimum Flow Control Diameter - Flow control diameters are not to be less than 75mm unless specifically designed not to block.
- Brownfield Existing Peak Discharge - If the existing brownfield discharge cannot be calculated, it can be derived by using 140l/s/ha of connected impermeable area, provided the existing drainage is still functional.
- Freeboard - The Freeboard above the Design Flood Level should be no lower than 600mm for residential, 400mm for offices and commercial, 300mm for industrial and warehousing and 300mm for underground car parks.
- Disposal via Pumping - Surface water pumping stations should only be used where there is no practical alternative and a suitable exceedance flowpath exists in the event of failure or exceedance of the pumping system.
- Soakaway Standards - Follow testing procedures and calculation methodology of Building Research Establishment (BRE) Digest 365. Additional seasonal testing or borehole analysis is required for major applications. BRE Digest 365 design parameters of 1 in 10 year return periods should be extended to reflect NPPF and Non-Statutory SUDS Standards and demonstrate no flooding in 1 in 30 year return periods and the 1 in 100+ climate change critical storm to be safely retained on site. Appropriate stand off from buildings of 5 metres. Refer to Highway design guides for local requirements.
- Kirklees Climate Change Allowance – 30%
- Kirklees Urban Creep Allowance – 0%

Kirklees Local Plan Strategies and Policies (Kirklees Council, 2019)

- Policy LP28 - Drainage

  The presumption is that Sustainable Drainage Systems (SuDS) will be used to assist in achieving the following on each site:

  a. for proposals on greenfield sites, typical greenfield run-off rates should not be exceeded;

  b. for proposals on brownfield sites there should be a minimum 30% reduction in surface water run-off where previous positive surface water connections from the site can be proven. New connections will be subject to at least greenfield restrictions;

  c. No negative impact on local water quality and improvements in water quality where practicable;

  d. Consider whether proposed open spaces and green infrastructure within sites can contribute to the sustainable drainage of the site.

  Local conditions including the existence of critical drainage areas may require a lower run-off rate to be agreed to reflect volume control, local surface water risks, water course capacity and flood risk further downstream.

There will be a general presumption against pumping surface water. It must also be demonstrated that the surface water management solution is designed to meet requirements over the lifetime of the development including evidence that management and maintenance arrangements have been secured to cover that period. This includes ensuring proposals to store water meet national standards and latest best practice.

Flow paths accommodating water from outside the site or due to an exceedance event should be designed to avoid buildings and curtilages.

Development will only be permitted if it can be demonstrated that the water supply and waste water infrastructure required is available or can be co-ordinated to meet the demand generated by the new development.

- In order to ensure that flood risk is not increased, it is expected that run-off rates will be minimised. The starting point for this will be a maximum greenfield run-off rate (5 litres per second per hectare) for greenfield sites and a minimum 30% reduction in run-off rates on brownfield sites. The 30% reduction to run-off rates on brownfield sites was agreed between Kirklees, its neighbouring West Yorkshire councils, the Environment Agency and Yorkshire Water. For proposals on brownfield sites, unless it can be demonstrated that positive connections to the main drainage system still function appropriately (i.e. the arrangements for dealing with drainage from the previous use are still intact, have the required capacity and are not contaminated from misconnections), the site will be treated as a greenfield site for surface water purposes

6 Storage, volume and peak flow rate

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

Table 5. Storage requirements at the proposed development Site (Discharge runoff to the culverted watercourse or public combined 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 culverted watercourse or combined sewer</td><td>1 in 30 year</td><td>57.21</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 25.73 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 23.3 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 20% allowance for climate change.</td></tr>
<tr><td>1 in 100 year</td><td>82.94</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 20% CC</td><td>106.25</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 20% allowance for climate change*.</td></tr>
</table>

*See Appendix B for associated runoff and discharge calculations. Discharge rates all restricted to 50% of the brownfield rates in their respective events.

Surface water runoff

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

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	2052 m^2
Impermeable area (and as a percentage of the total area of the proposed development footprint of 1855 m^2)	
Pre-development	Post-development
2052 m^2 (100%)	2052 m^2 (100%)
Impermeable Land use: Hardstanding (tarmac) Permeable Land use: -	New impermeable land use: 640 m^2 building (6 units) New permeable land use: -

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).

In line with Kirklees Planning Authority requirements, as stated in the Leeds City Region Sustainable Drainage Systems Guidance (West Yorkshire Combined Authority, 2020), an allowance for urban creep is not required and the climate change allowance used is 20%.

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	0.06	N/A	N/A	N/A
6 hour 1 in 1 year	0.05	2.52	2.52	0.00
6 hour 1 in 10 year	0.08	3.94	3.94	0.00
6 hour 1 in 30 year	0.10	5.25	5.25	0.00
6 hour 1 in 100 year	0.13	6.73	6.73	0.00
6 hour 1 in 100 year + 20% CC	N/A	N/A	8.07	1.35
6 hour 1 in 100 year + 40% CC	N/A	N/A	9.42	2.69

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

Relevant national, local and regional planning policy has been consulted in section 5 to determine restrictions on runoff from previously developed and greenfield sites. Discharge rates are restricted to 50% of the existing brownfield rates in their respective events.

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'. Total discharge volumes associated with the development.

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	5.77	N/A	N/A	N/A
6 hour 1 in 1 year	5.44	54.44	54.44	0.00
6 hour 1 in 10 year	8.91	85.14	85.14	0.00
6 hour 1 in 30 year	11.35	113.50	113.50	0.00
6 hour 1 in 100 year	14.53	145.32	145.32	0.00
6 hour 1 in 100 year + 20% CC	N/A	N/A	174.39	29.06
6 hour 1 in 100 year + 40% CC	N/A	N/A	203.45	58.13

[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 (20%) events have been calculated to assess the impact of the proposed development. Discharge rates of 3.5 l/s are in line with Kirklees Councils requirements and provide a 48% reduction in existing 1 in 100 year brownfield runoff rates.

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	3.5	2	57.21
1 in 100 year	3.5	2	82.94
1 in 100 year including a 20% climate change	3.5	3	106.25

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, published in 2010 and updated in 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 low potential for infiltration to the west and high potential for infiltration to the east, with permeable underlying superficial deposits. Based on the available borehole information and groundwater flood risk mapping there is unlikely to be high groundwater levels in the Site.

The pre application enquiry confirms that the proposed development site is potentially contaminated from its former use, and contaminated land issues need to be considered. However, the Site is not located within an SPZ.

The potential to infiltrate though, has been reduced to low based upon LLFA feedback, due to the presence of nearby cellars. Infiltration to ground is therefore not feasible.

Discharge to surface watercourse

A culverted watercourse is located to the east in the Site and an off-Site discharge with flow attenuation and storage is the most feasible option.

Access would need to be arranged and the outfall would be subject to water level and flood conditions. The Site is partly located within a Flood Zone 2 with the risk of flooding originating from the culverted watercourse. Therefore, it is advisable that discharge to this watercourse is carefully considered. A flow control device would be required to limit peak discharge rates to the maximum selected rate as indicated in Section 6 along with the appropriate attenuation storage volume.

Discharge to sewer

Discharge to sewer is not likely to be the optimum sustainable drainage option for the new development area. It is understood that the existing Site drainage is to the sewer and this may continue for parts of the Site outside the development footprint. If required 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 gradually to the north towards the combined public sewer along the main road. It may be likely to drain the majority of the Site under gravity to the sewer network.

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 low (runoff from roofs) to medium (commercial/industrial use, car parking). 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

9 Proposed SuDS strategy

Sustainable drainage systems

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

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

Primary SuDS Strategy:

As infiltration to ground is not achievable at the Site, an attenuation volume of 108.30 m³ will be stored within lined SuDS features to accommodate the calculated 3 hour Critical Storm Duration for surface water discharge runoff. Surface water runoff will be managed within SuDS features and discharged to the culverted water feature identified or to the combined sewer network.

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

SuDS type	Source control (interception) and attenuation SuDS.
SuDS features	Geo-cellular crates (attenuation tank)
Discharge location	Culverted watercourse
Discharge rate	3.5 l/s

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

Geo-cellular crate system	A 19m (l) x 6m (w) x 1m (d) geo-cellular crate system (95% void ratio) is proposed to form an attenuation tank. This will attenuate runoff from the building roof and car park and driveway prior to discharge to the culverted watercourse at a restricted rate of 3.5 l/s. A petrol interceptor will be included to ensure runoff is adequately treated prior to discharge.
Total Attenuation Provided	108.30 m^3

Total Attenuation Required	106.25 m³
Freeboard Storage Provided	2.05 m³

Attenuation tank (Geo-cellular crates)

Glass Reinforced Plastic (GRP) tanks are proposed to provide the storage required. Attenuation GRP Tanks provide a below-ground void space for use of temporary storage via controlled release. They can also be modified to suit specific characteristics of a site. DEFRA, 2015 states that the run-off volume from the development to drain to any sewer of surface water body in the 1 in 100 year rainfall event must be constrained to a value as close as is reasonably practical to the greenfield runoff volume for the same event but should never exceed the runoff volume from the development prior to redevelopment from the Site. Issues with Attenuation GRP Tanks are the level of accessibility, lack of treatment performance and cost in comparison to surface systems.

Flow control devices and systems

Hydrobrake Flow control systems can be used to reduce the runoff rate 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 (<150mm 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.

Drainage protection devices

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

Lining of the SuDS system is recommended so it is impermeable to groundwater flows.

A petrol interception device is proposed to ensure runoff from the car parking and access areas which drain to the culverted watercourse do not pollute the receiving watercourse, this is in line with the Environment Agency's requirements for surface water discharge from

Exceedance Flows

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

During an exceedance event, flows should also be directed into the nearest surface water channel/sewer network. The SuDS system recommended for the Site provides enough storage that this method would only be utilized during a worst case scenario.

Additional recommendations

Additional SuDS options that may be considered for the Site are as follows:

- Rainwater harvesting can collect runoff from the roofs for use in non-potable situations, using water butts for example.

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)
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.
GRP Tanks / Geo-cellular storage	Regular maintenance: • Remove litter and debris from inlets and outlets (monthly). • Trimming any roots and surrounding grass blockages (as required). Monitoring: • Inspect inlets, outlets and overflows for blockages (monthly or after a heavy storm). • Inspect inlets and outlets for silt accumulation (half yearly). • Inspect infiltration surfaces for compaction and ponding (monthly).

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 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 50m of a surface water body. Discharge to surface water is potentially appropriate subject to land access arrangements and a feasibility assessment. Where the Site is within 50m of a sewer, discharge to sewer is potentially appropriate subject to land access arrangements and a feasibility assessment. The utility company should be contacted to agree connection feasibility and sewer capacity.

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

What is a Source Protection Zone?

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

How was surface water runoff estimated from the Site?

In accordance with The SuDS Manual (C753) (CIRIA, 2015), the Greenfield runoff from the Site has been calculated using the IoH124 method and is assumed representative of the runoff generated on the undeveloped surfaces that are affected by the proposed development. The method used for calculating the runoff complies with the NPPF (MHCLG, 2019). For the impermeable surfaces, it has been assumed that 100% runoff will occur (calculations provided in Appendix B). Rainfall data is derived from the Flood Estimation Handbook (FEH), developed by NERC (2009). Only areas affected by the proposed development are considered in the flow and volume calculations. Permeable areas that remain unchanged are not included in the calculations as it is assumed these will not be actively drained and attenuated.

What is the peak discharge rate?

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

What is the total discharge volume?

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

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 website: http://geosmartinfo.co.uk/

Infiltration SuDS

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

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

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

Types of infiltration SuDS

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

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

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

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

SuDS maintenance and adoption

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

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

13 Further information

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

Additional GeoSmart Products			
✓	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.

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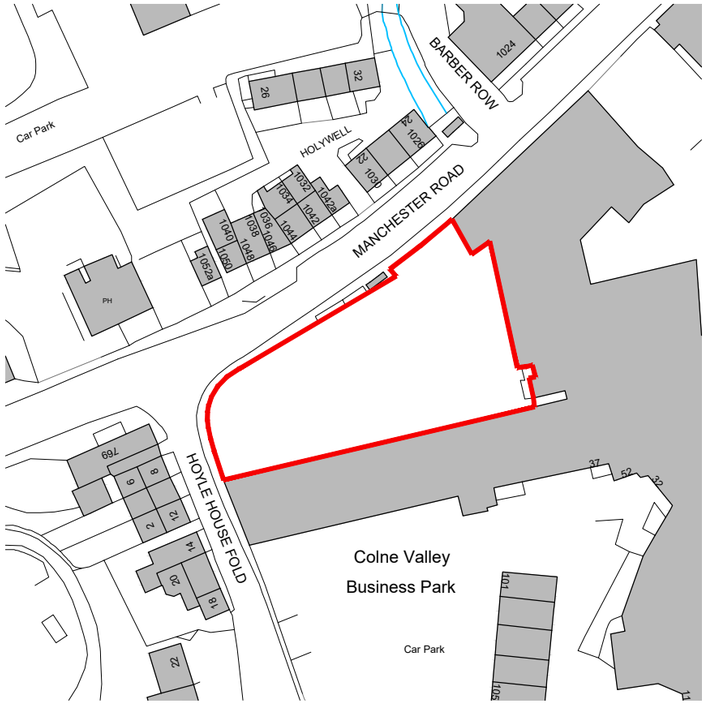
15 Appendices

Appendix A

Site plans



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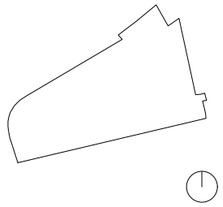

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Client

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Project

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Drawing Title

Site Location Plan

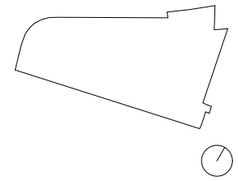
Drawing Status: Preliminary Issue

Scale: 1:100/A3

Drawing Number: 0152-DR-0010

Revision: P01

Key Plan



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Drawing Title

Site Block Plan

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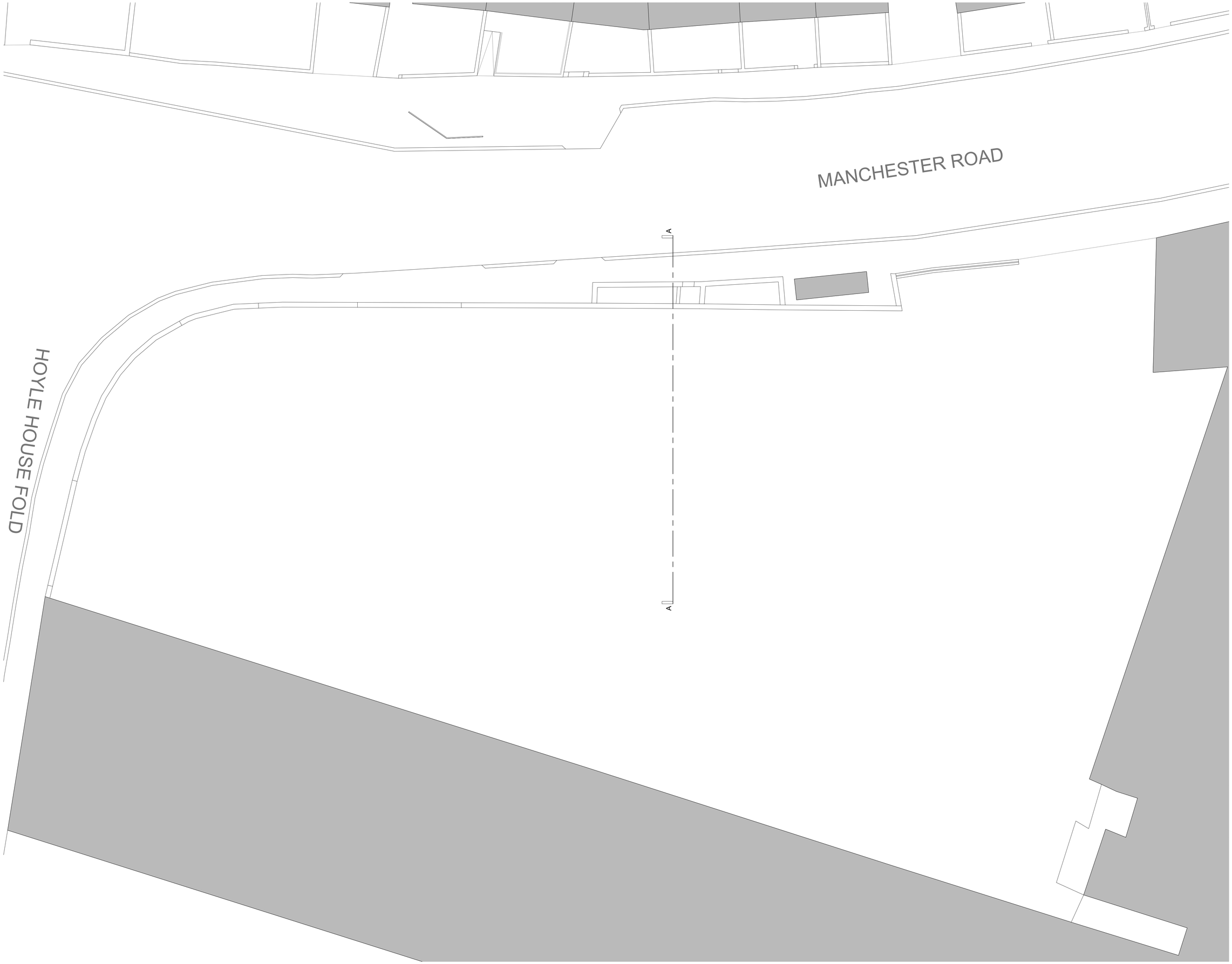
Revision: P01



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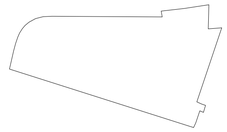

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Drawing Status
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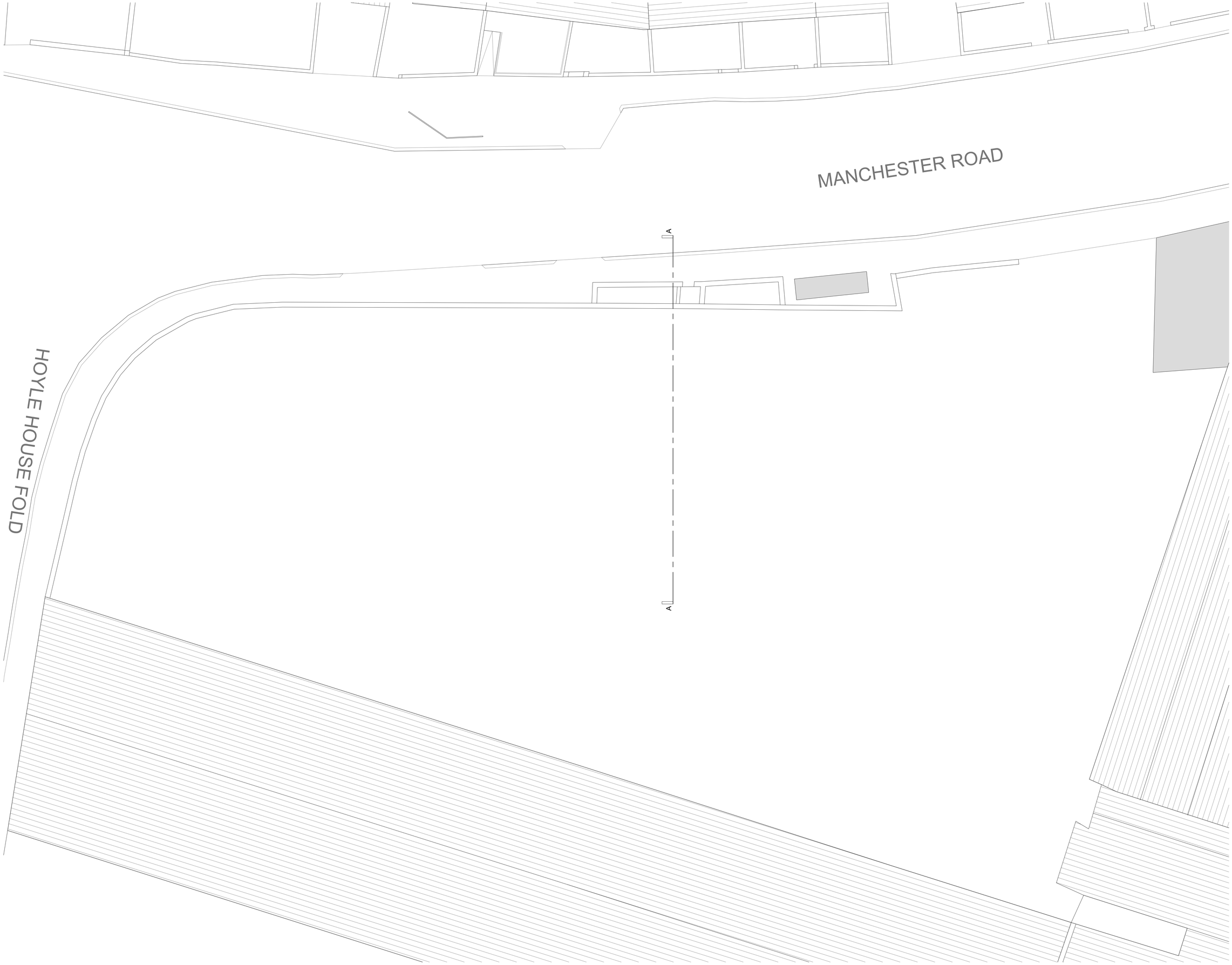

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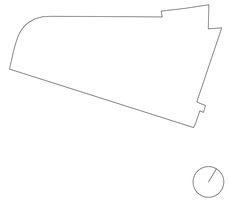

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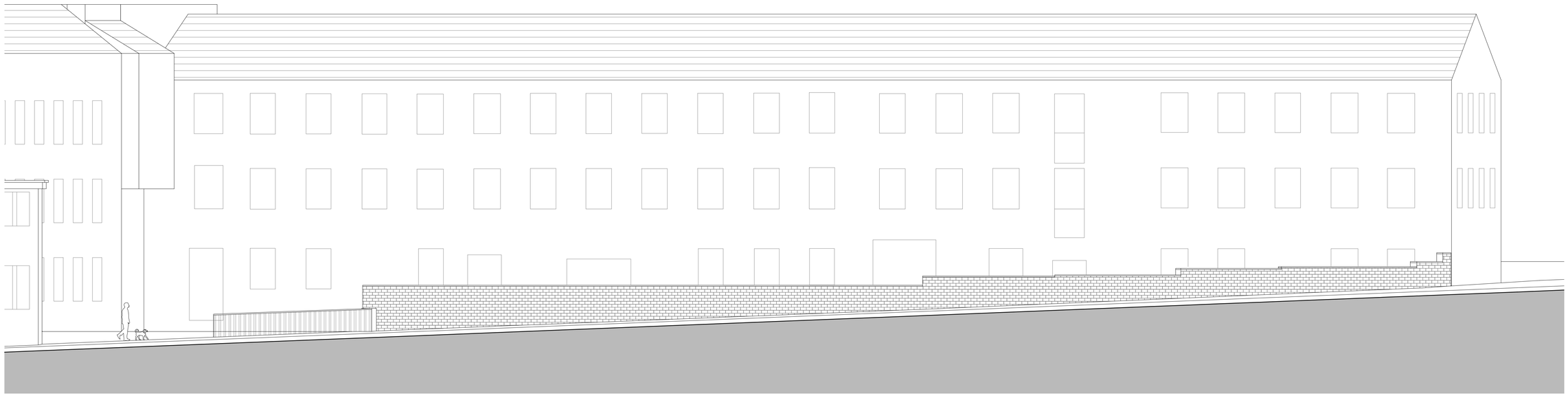

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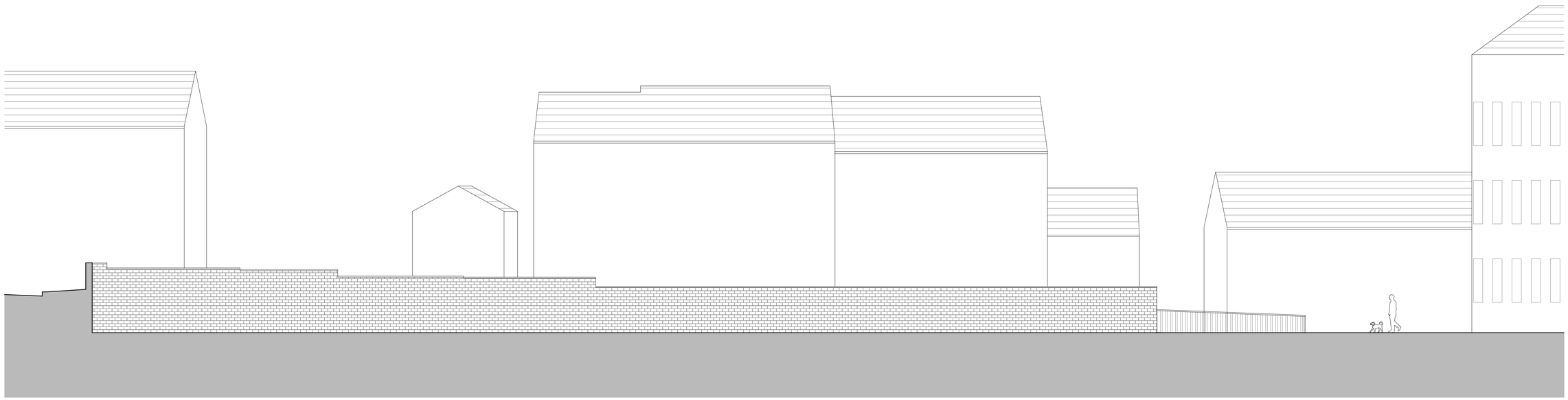

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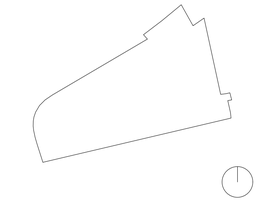

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Existing East Elevation

Existing West Elevation

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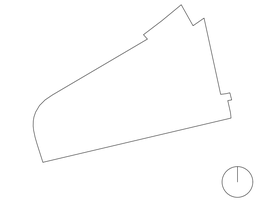

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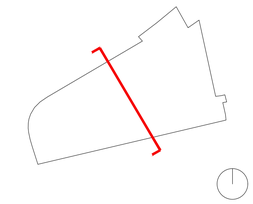

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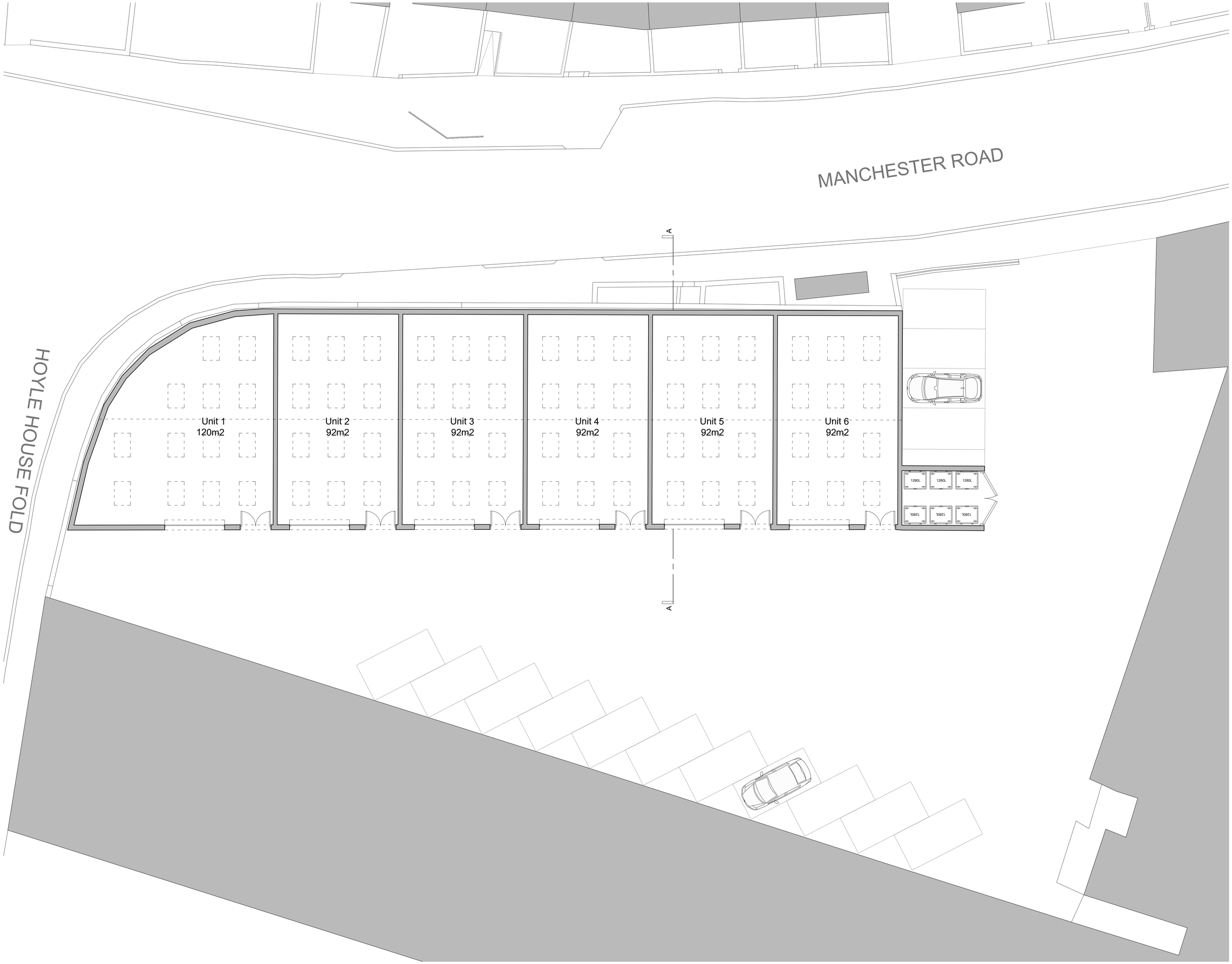

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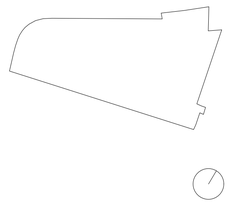

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Proposed Ground Floor Plan

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Revision
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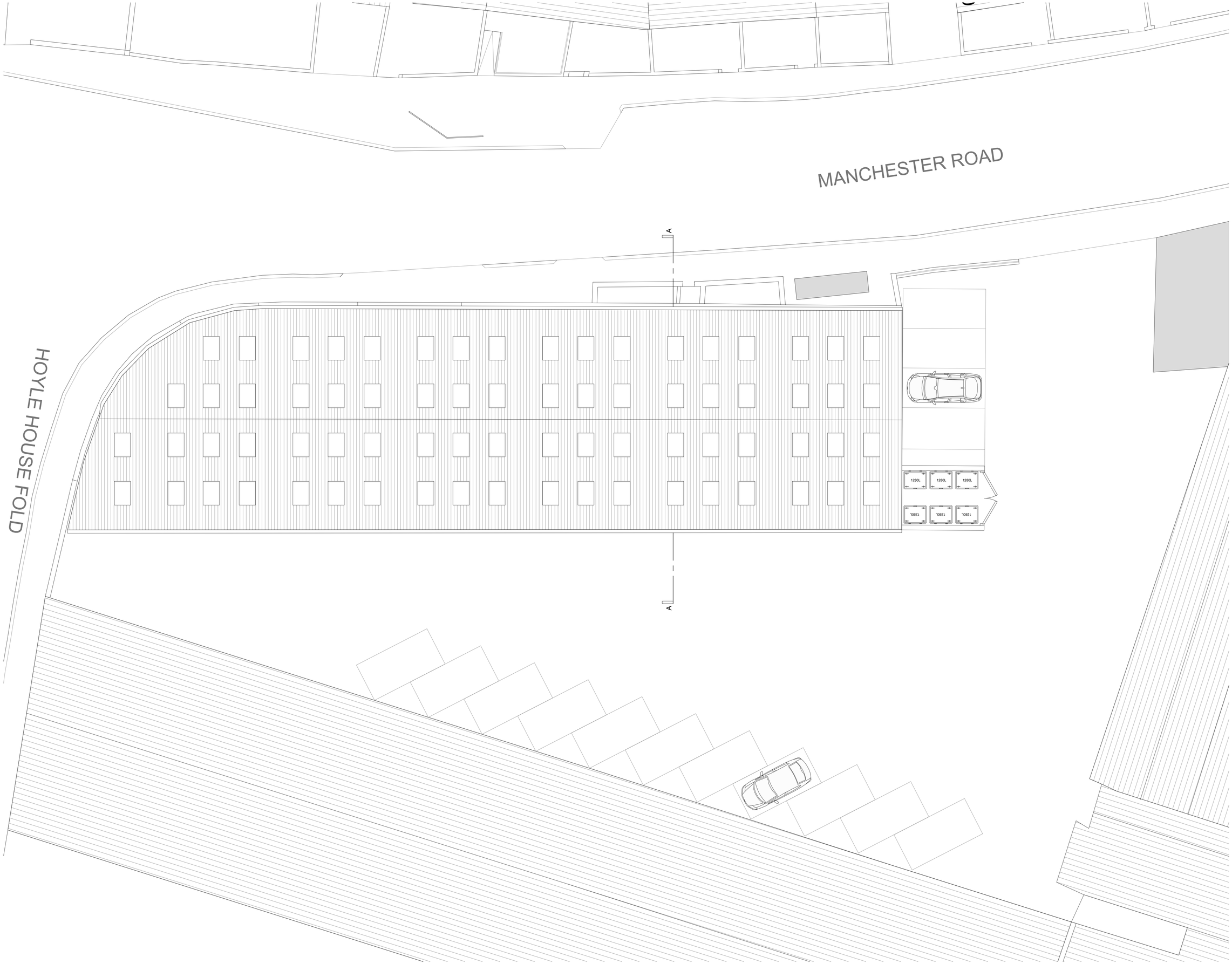

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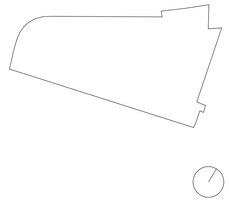

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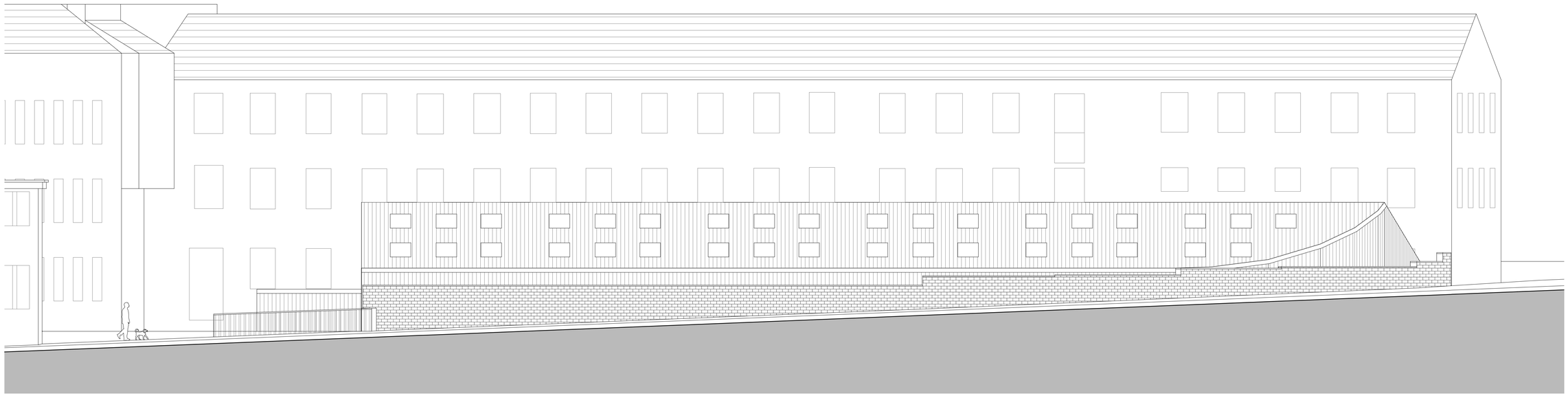
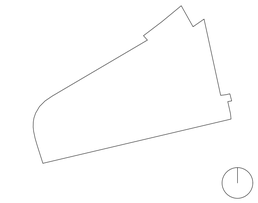


Proposed North Elevation

Proposed South Elevation

Key Plan



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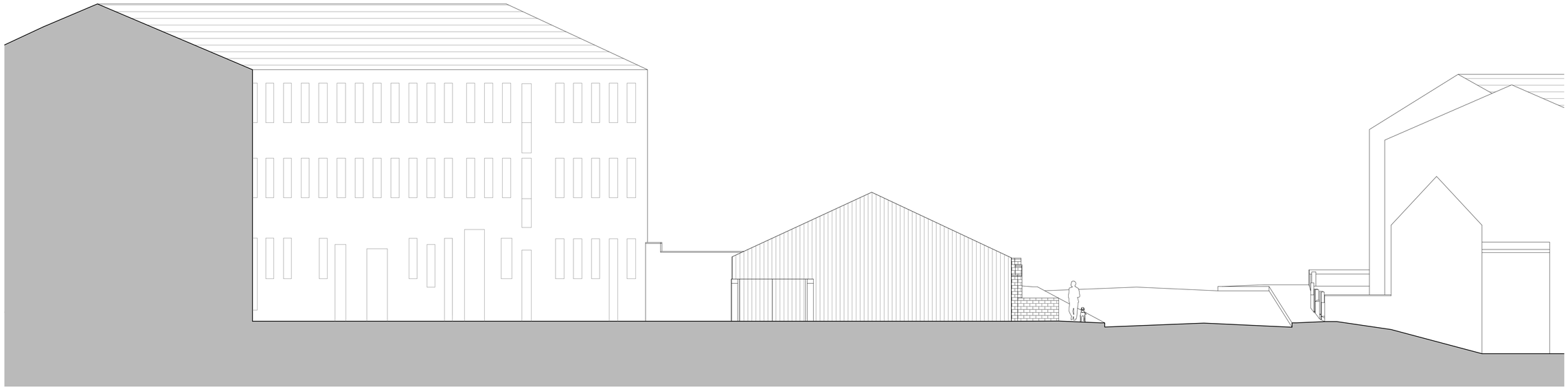
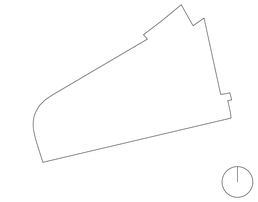


Proposed East Elevation

Proposed West Elevation

Key Plan



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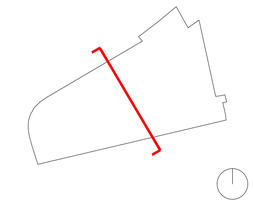

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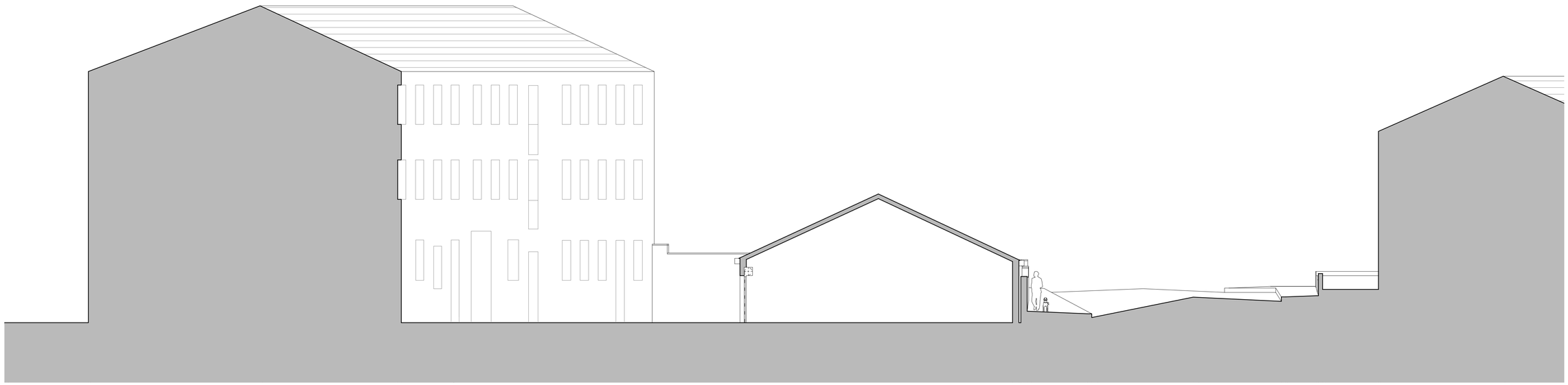

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Drawing Title
Proposed Section AA

Drawing Status
Preliminary issue

Scale
1:100/A1
1:200/A3

Drawing Number
0152-DR-0104

Revision
P01

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	1149	mm	FEH CD ROM (NERC, 2009)
SPR	0.10	N/A	Soil run-off coefficient
Region	10	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.

$Q_{BAR(rural)}$	=	15.00	l/s for 50ha site
Divided by 50 to scale down	=	0.30	l/s/ha
Actual Area of the entire Site	=	0.21	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**	**0.25**	**0.052**
2	$Q_{BAR(rural)}$ x	0.93	0.28	0.06
5	$Q_{BAR(rural)}$ x	1.19	0.36	0.07
10	$Q_{BAR(rural)}$ x	1.38	0.41	0.08
25	$Q_{BAR(rural)}$ x	1.64	0.49	0.10
30	**$Q_{BAR(rural)}$ x**	**1.68**	**0.50**	**0.103**
50	$Q_{BAR(rural)}$ x	1.85	0.55	0.11
100	**$Q_{BAR(rural)}$ x**	**2.08**	**0.62**	**0.13**
200	$Q_{BAR(rural)}$ x	2.32	0.70	0.14

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)	28.14	0.21	0.10	5.8
1	26.53	0.21	0.10	5.4
10	43.4	0.21	0.10	8.9
30	55.31	0.21	0.10	11.3
100	70.82	0.21	0.10	14.5

Developed site run-off calculation sheet

1 in 1 year

Proposed impermeable area	0.205	ha
CC Factor	30%	
Total volume for surfaces during 6 hour event	54.44	m³
Total volume for 6 hour event inc CC	70.77	m³
Total volume for 6 hour event exc CC	54.44	m³

Duration hours	Rainfall 1 yr event mm	Run-off rate 1 yr event m³	Run-off rate 1 yr +cc event m³
0.25	6.38	13.09	17.02
0.5	8.57	17.59	22.86
0.75	10.06	20.64	26.84
1	11.20	22.98	29.88
2	16.10	33.04	42.95
3	19.46	39.93	51.91
4	22.15	45.45	59.09
5	24.47	50.21	65.28
6	26.53	54.44	70.77
8	30.07	61.70	80.21
10	33.08	67.88	88.24
12	35.74	73.34	95.34
16	40.31	82.72	107.53
20	44.16	90.62	117.80
24	47.53	97.53	126.79
28	50.67	103.97	135.17
32	53.56	109.91	142.88
36	56.23	115.38	150.00
40	58.71	120.47	156.61
44	61.04	125.25	162.83
48	63.22	129.73	168.65

1 in 30 year

Proposed impermeable area	0.205	ha
CC Factor	30%	
Total volume for surfaces during 6 hour event	113.50	m³
Total volume for 6 hour event inc CC	147.54	m³
Total volume for 6 hour event exc CC	113.50	m³

Duration hours	Rainfall 30 yr event mm	Run-off volume 30 yr event m³	Run-off volume 30 yr +cc event m³
0.25	18.36	37.67	48.98
0.5	25.10	51.51	66.96
0.75	29.60	60.74	78.96
1	33.00	67.72	88.03
2	40.16	82.41	107.13
3	45.15	92.65	120.44
4	49.10	100.75	130.98
5	52.39	107.50	139.76
6	55.31	113.50	147.54
8	60.52	124.19	161.44
10	65.05	133.48	173.53
12	69.10	141.79	184.33
16	76.12	156.20	203.06
20	82.07	168.41	218.93
24	87.28	179.10	232.83
28	92.25	189.30	246.09
32	96.83	198.70	258.30
36	101.06	207.38	269.59
40	104.99	215.44	280.07
44	108.65	222.95	289.83
48	112.08	229.99	298.98

Outflow at 2.63 l/s	inflow from rain	Diff (storage required)
2.37	37.67	35.31
4.73	51.51	46.77
7.10	60.74	53.64
9.47	67.72	58.25
18.94	82.41	63.47
28.40	92.65	64.24
37.87	100.75	62.88
47.34	107.50	60.16
56.81	113.50	56.69
75.74	124.19	48.44
94.68	133.48	38.80
113.62	141.79	28.18
151.49	156.20	4.71
189.36	168.41	-20.95
227.23	179.10	-48.13
265.10	189.30	-75.81
302.98	198.70	-104.28
340.85	207.38	-133.47
378.72	215.44	-163.28
416.59	222.95	-193.64
454.46	229.99	-224.48

1 in 100 year

Proposed impermeable area	0.205	ha
CC Factor	30%	
Total volume for surfaces during 6 hour event	145.32	m³
Total volume for 6 hour event inc CC	188.92	m³
Total volume for 6 hour event exc CC	145.32	m³

Duration hours	Rainfall 100 yr event mm	Run-off volume 100 yr event m³	Run-off volume 100 yr +cc event m³
0.25	23.97	49.19	63.94
0.5	33.27	68.27	88.75
0.75	39.40	80.85	105.10
1	44.03	90.35	117.45
2	52.70	108.14	140.58
3	58.50	120.04	156.05
4	63.13	129.54	168.41
5	67.19	137.87	179.24
6	70.82	145.32	188.92
8	77.26	158.54	206.10
10	82.85	170.01	221.01
12	87.82	180.21	234.27
16	96.40	197.81	257.16
20	103.62	212.63	276.42
24	109.90	225.51	293.17
28	115.86	237.74	309.07
32	121.32	248.95	323.63
36	126.33	259.23	337.00
40	130.96	268.73	349.35
44	135.25	277.53	360.79
48	139.25	285.74	371.46

		100yr Scenario	CC Scenario
Outflow at 3.37 l/s	inflow from rain	Diff (storage required)	Diff (storage required)
3.03	63.94	46.15	60.91
6.07	88.75	62.20	82.69
9.10	105.10	71.75	96.00
12.13	117.45	78.22	105.32
24.26	140.58	83.88	116.32
36.40	156.05	83.65	119.66
48.53	168.41	81.01	119.88
60.66	179.24	77.21	118.58
72.79	188.92	72.53	116.13
97.06	206.10	61.48	109.04
121.32	221.01	48.69	99.69
145.58	234.27	34.62	88.68
194.11	257.16	3.70	63.04
242.64	276.42	-30.01	33.78
291.17	293.17	-65.65	2.00
339.70	309.07	-101.95	-30.63
388.22	323.63	-139.28	-64.59
436.75	337.00	-177.52	-99.75
485.28	349.35	-216.55	-135.93
533.81	360.79	-256.28	-173.02
582.34	371.46	-296.60	-210.87

Summary

Entire site area:	0.205	ha		
Climate Change Factor	30%			
	Current		*Proposed*	
Permeable Surface (ha)	0.000		0.000	
Impermeable Surface (ha)	0.205		0.205	

1 in 1 year

Greenfield run-off volume total:	5.44	m^3		
RUN-OFF During a 1 in 1 year 6 hour event:	**Greenfield Site**	**Current Development**	**Proposed Development**	**Proposed Development +CC**
From permeable surfaces (using GF total run-off) (m^3)	5.44	0.00	0.00	0.00
From impermeable surfaces (m^3)		54.44	54.44	70.77
TOTAL run-off produced from Site (m^3)	5.44	54.44	54.44	70.77
Difference between greenfield site and proposed +cc development (m^3):				**65.33**
				1200%
Difference between current and proposed +cc development (m^3):				**16.33**
				30%
Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):				**0.05**

1 in 10 year

Greenfield run-off volume total:	8.91	m^3		
RUN-OFF During a 1 in 1 year 6 hour event:	**Greenfield Site**	**Current Development**	**Proposed Development**	**Proposed Development +CC**
From permeable surfaces (using GF total run-off) (m^3)	8.91	0.00	0.00	0.00
From impermeable surfaces (m^3)		85.14	85.14	110.68
TOTAL run-off produced from Site (m^3)	8.91	85.14	85.14	110.68
Difference between greenfield site and proposed +cc development (m^3):				**101.77**
				1143%
Difference between current and proposed +cc development (m^3):				**25.54**
				30%
Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):				**0.08**

1 in 30 year

Greenfield run-off volume total:	11.35	m^3		
RUN-OFF During a 1 in 30 year 6 hour event:	**Greenfield Site**	**Current Development**	**Proposed Development**	**Proposed Development +CC**
From permeable surfaces (using GF total run-off) (m^3)	11.35	0.00	0.00	0.00
From impermeable surfaces (m^3)		113.50	113.50	147.54
TOTAL run-off produced from Site (m^3)	11.35	113.50	113.50	147.54
Difference between greenfield site and proposed +cc development (m^3):				**136.20**
				1200%
Difference between current and proposed +cc development (m^3):				**34.05**
				30%
Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):				**0.10**

1 in 100 year

Greenfield run-off volume total:	14.53	m^3		
RUN-OFF During a 1 in 100 year 6 hour event:	**Greenfield Site**	**Current Development**	**Proposed Development**	**Proposed Development +CC**
From permeable surfaces (using GF total run-off) (m^3)	14.53	0.00	0.00	0.00
From impermeable surfaces (m^3)		145.32	145.32	188.92
TOTAL run-off produced from Site (m^3)	14.53	145.32	145.32	188.92
Difference between greenfield site and proposed +cc development (m^3):				**174.39**
				1200%
Difference between current and proposed +cc development (m^3):				**43.60**
				30%
Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):				**0.13**

GeoSmart Information

Appendix C

Regulated Drainage and Water Search

Regulated Drainage & Water Search

Search Details

Prepared for: GeoSmart
Matter: 74936
Client address: Suite 9-11 Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU

Property:
Colne Valley Black Belt Academy, Unit 108, Colne Valley Business Park, Linthwaite, Huddersfield, HD7 5QG

Water Company:
Yorkshire Water Services Ltd
PO Box 52, Bradford, BD3 7YD

Date Returned:	Property type:
18/05/2021	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.

InfoTrack Limited, Level 11, 91 Waterloo Road, London, SE1 8RT
T: 0207 186 8090 **E:** helpdesk@infotrack.co.uk

Summary for Conveyancers

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

Maps

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

Drainage

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

Water

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

Charging

4.1.1	Who is responsible for providing the sewerage services for the property?	Yorkshire Water
4.1.2	Who is responsible for providing the water services for the property?	Yorkshire Water
4.2	Who bills the property for sewerage services?	Yorkshire Water
4.3	Who bills the property for water services?	Yorkshire 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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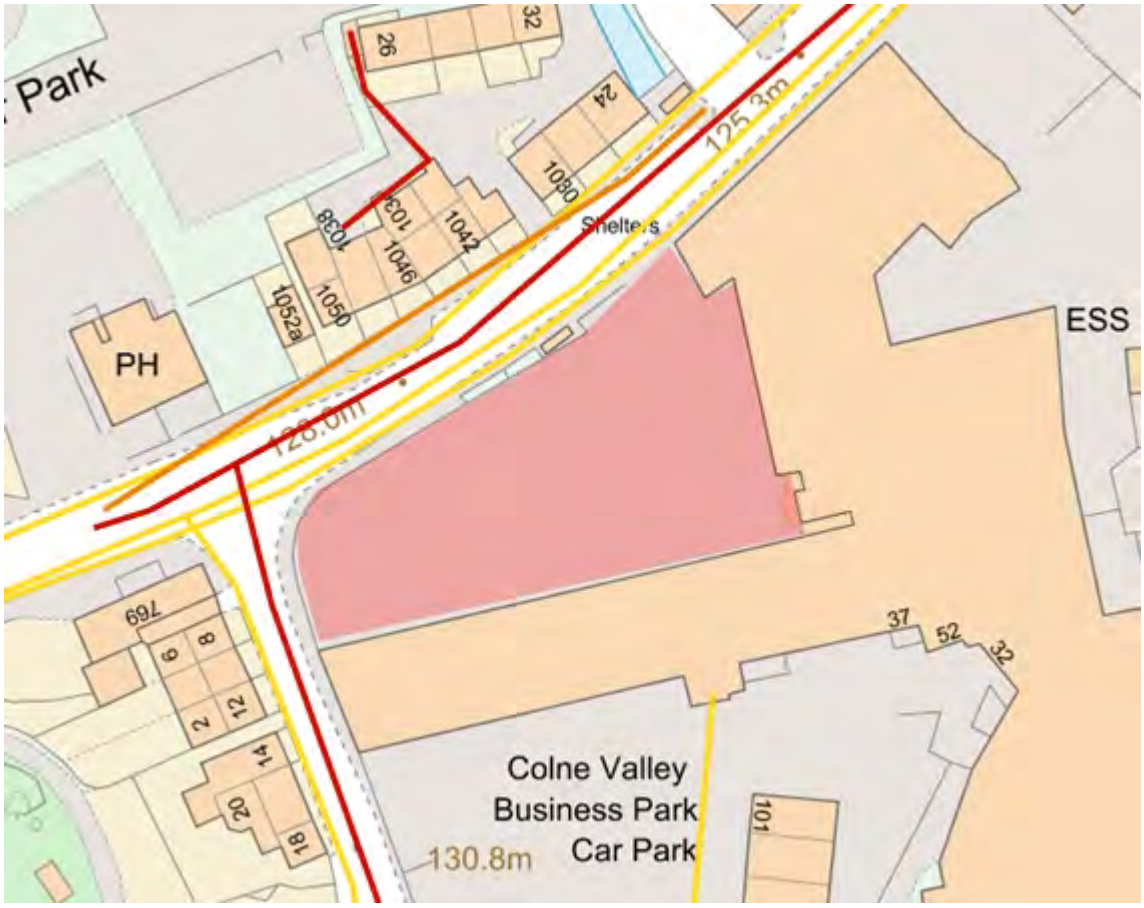
Public Sewer & Water Map



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

Guidance Notes:

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

Question 2.4.1

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

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

Guidance Notes:

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

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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.yorkshirewater.com/waterhardness

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:

Yorkshire Water Plc
PO Box 52
Bradford
BD3 7YD
Tel: 08451 24 24 24
www.yorkshirewater.com

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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:

Yorkshire Water Plc
PO Box 52
Bradford
BD3 7YD
Tel: 08451 24 24 24
www.yorkshirewater.com

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:

Yorkshire Water Plc
PO Box 52
Bradford
BD3 7YD
Tel: 08451 24 24 24
www.yorkshirewater.com

Question 4.2

Who bills the property for sewerage services?

Yorkshire Water Plc
PO Box 52
Bradford
BD3 7YD
Tel: 08451 24 24 24
www.yorkshirewater.com

Question 4.3

Who bills the property for water services?

Yorkshire Water Plc
PO Box 52
Bradford
BD3 7YD
Tel: 08451 24 24 24
www.yorkshirewater.com

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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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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

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POLICY SCHEDULE

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

THE INSURED

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

THE INSURER

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

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

(i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date

(ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date

(iii) consequential loss

(iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990

(v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

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

(i) the absence in the Search of answers to questions 2.5.1,2.7,2.8,2.9,3.3,3.4 and 4.5 and/or

(ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or

(iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1,2.2,2.4.1 and 3.1.where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - STL Group PLC

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

LIMIT OF INDEMNITY (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 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.

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

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

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

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

1.6 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.

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

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

1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.

1.11 "Property" means an address or location for which InfoTrack provides a Service.

1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.

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

1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.

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

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

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

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

1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.

1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

2. Agreement

2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.

2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.

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

2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

3. Services

3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.

3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.

3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.

3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

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4. Price and Payment

4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.

4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).

4.3 InfoTrack reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

5. Cancellation of Services

5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.

5.2 This cancellation right does not apply:

5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or

5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).

5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.

5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to helpdesk@infotrack.co.uk.

5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

6. Termination

6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:

6.1.1 You fail to make any payment due in accordance with Term 4;

6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or

6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

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

7. Events Beyond Our Control

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

8. Warranties and Limitation of Liability

8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.

8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.

8.4 In providing the Services You acknowledge and accept that:-

8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.

8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.

8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.

8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

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8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.

8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.

9. Supplier's Obligations

This Term 9 only applies if you are a Supplier

For the purposes of this Term 9, the terms "controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.

In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.

9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.

9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.

9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:

9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);

9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;

9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data;

9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and

9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.

9.4 The Supplier shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.

9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:

9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;

9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;

9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;

9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;

9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;

9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and

9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.

9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as third-party processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.

10. Our Liability if you are a Business

This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below

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

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

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

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

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

10.4 Subject to Term 10. 2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

11. Our liability if you are a Consumer

This Term 11 only applies if you are a Consumer.

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

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

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

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

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

12. Beta Services

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

12.2 Subject to Term 12.3 below:

12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);
12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and
12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.

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

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

13. Intellectual Property Rights

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

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

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

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

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13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:

13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;

13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and

13.5.3 We have the right to terminate the Licence at any time at our sole discretion.

14. Insurance

14.1 Our insurers are QBE Insurance (Europe) Ltd whose address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.

14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.

14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.

15. Complaints

15.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.

15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

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

16. General

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

16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.

16.3 The parties to these Terms do not intend that any term of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.

16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.

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

16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.

16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Revised January 2021

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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:

Alan White

Operations Manager

GeoSmart Information Limited

Suite 9-11, 1st Floor,

Old Bank Buildings,

Bellstone, Shrewsbury, SY1 1HU

Tel: 01743 298 100

alanwhite@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/