GeoSmart Information

Environmental Thinking

# SuDSmart Pro

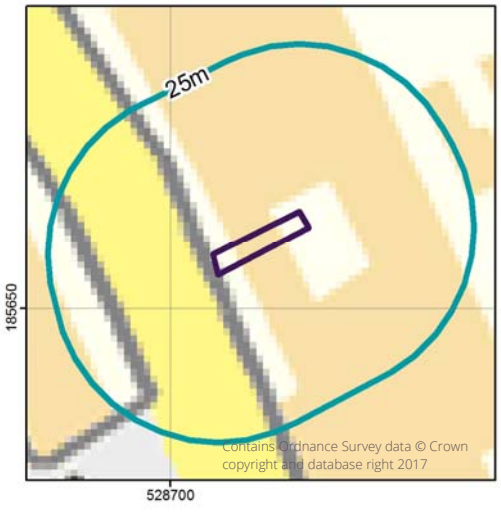
| Report reference: | Report status: | Date issued: |
|---|---|---|
| 65145.02R1 | Final | 2017-06-02 |

## Site address:

106 Highgate Road, Fitzroy Terrace, London, NW5 1PB

## Overview:

A combination of SuDS features, comprising permeable paving and rainwater harvesting tanks will intercept surface water run-off and will be designed to attenuate a minimum of 7 m³. Surface water runoff would be discharged into the nearby public combined sewer along Highgate Road.




GeoSmart Information Ltd
New Zealand House
160 Foregate
Shrewsbury SY2 6FD

COPSO EXECUTIVE MEMBER SearchCode™

t. +44(0)1743 276 150
e. info@geosmartinfo.co.uk
www.geosmartinfo.co.uk

# 1. Executive summary

This report assesses the feasibility of a range of SuDS options in support of the Site development process.

## SuDS suitability

| Risk | Issue | Result |
|---|---|---|
| SuDS suitability | What is the infiltration potential at the Site? | Low |
| | What is the potential to discharge to surface water features? | Low |
| | What is the potential to discharge to sewers? | High |
| Flooding | What is the overall flood risk at the Site? | Negligible |
| Pollution | Is the groundwater a protected resource? | No |
| | Is the surface water feature a protected resource? | No |

## SuDS runoff and volume summary

| Potential increase in runoff due to the development*[1]<br>Minimum attenuation assuming some off-site discharge. | Total runoff including climate change (+40%)*[1]<br>Maximum attenuation assuming no off-site discharge | Change in impermeable area on a previously developed site<br>As a % of total area |
|---|---|---|
| ↑ +32 $m^3$ | +64 $m^3$ | ↑ + 3% |

*[1] for the 6 hour, 1 in 100 year event excluding mitigation

A combination of SuDS features are proposed (see figure in section 2) comprising permeable paving and rainwater harvesting tanks, to intercept and attenuate surface water runoff; prior to discharging to the combined sewer. SuDS features should be designed to attenuate a minimum of 7 $m^3$ to ensure the surface water drainage strategy would comply with the minimum requirements set out within the London Plan, where surface water run-off from Brownfield sites must achieve at least 50% of the site's surface water runoff at peak times prior to re-development.
According to calculations of runoff from the Site, QBAR run-off rates are c. 0.05 l/s. Existing run-off rates, for a 6 hour, 1 in 100 year event are c. 0.4 l/s. Restricting run-off rates to 50% of existing would result in a run-off rate of 0.2 l/s which is not feasibly practical for the Site.

## Next steps

A Thames Water pre-development enquiry is recommended to obtain approval in principle to ensure sewers within the immediate vicinity of the Site could be used within the SuDS design and final allowable discharge rate.

Additional considerations:

The final design capacity for an infiltration SuDS system depends on the Site constraints and the following assessments are required:

Site topography and drainage routes, confirmation of sufficient depth to the high water table, review of ground stability and minimum soakaway separation from adjacent buildings, confirmation that contaminated land will not constrain infiltration on the Site, flooding constraints in the vicinity of the Site, calculation of runoff rates and volumes and assessment of SuDS options and drainage strategy.

Environmental and ecological considerations:

The Site is not located within a Special Protected Area (SPA) or a Site of Special Scientific Interest (SSSI).

CDM considerations:

If your development is defined as 'Construction Work' under CDM 2015, you or the organisation that is having the work carried out will be defined as 'the Client' and have specific duties under the Regulations. A full list of CDM considerations and our Terms and Conditions can be found on our website, the links can be found in section 14 at the back of this report.

# 2. SuDS scheme layout

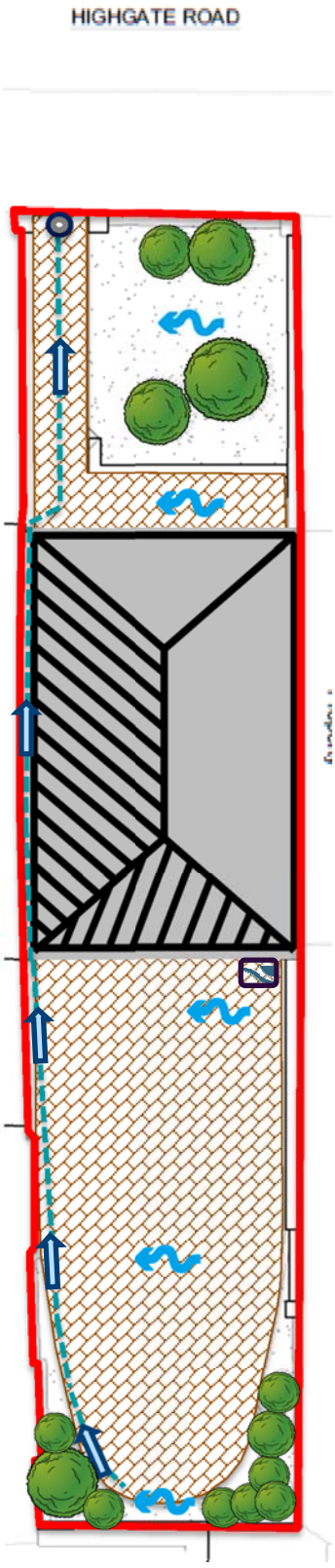
The potential surface water drainage strategy is indicated below with further supporting information provided in subsequent sections. This would provide a minimum attenuation of 7.6m$^3$ for the development to comply with the minimum requirements set out within the London Plan, where surface water run-off from brownfield sites must achieve at least 50% of the site's surface water runoff at peak times prior to re-development.

A Thames Water pre-development enquiry is recommended to obtain approval to determine the final allowable discharge rate into the public combined sewer

Permeable paving with underlying geo-cellular storage and rainwater harvesting tanks are proposed in order to improve the water quality and act as a form of treatment. Both would act to catch and store the first 5 mm of rainfall.

Permeable paved areas should slope away from internal areas of the building to ensure flood risk is not increased and be lined to reduce the potential impact of flooding to the basement development.

To comply with London Plan policy, a rainwater harvesting tank should be established for the proposed development. Due to the potential flood risk associated with rainwater harvesting butts/tanks, volume of run-off which could be attenuated by Rainwater Harvesting has not been considered within the Preliminary SuDS schematic attenuation volumes.




A small orifice control will be required to reduce the discharge rate from the geo-cellular storage crates into the combined sewer at an acceptable rate.

Orifices are a circular or rectangular opening of a shape and size (small diameter holes) which allows a controlled rate of outflow when submerged.

The flow rate depends on the height of the water above the opening (hydraulic head) and the size and edge treatment of the orifice.

Key:

- Site Boundary
- Proposed permeable paving
- Proposed rainwater harvesting tank
- Orifice control
- Aco Drain/drainage network
- Overland flow route
- Exceedance flow route

<u>Primary Site drainage:</u>

<u>Permeable paving</u>

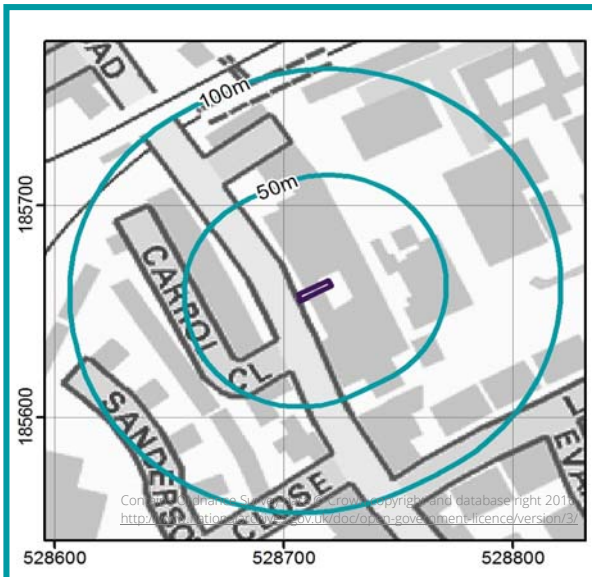
Porous surfacing covering a combined area of 40m$^2$ up to 0.2m depth of geo-cellular storage (95% void space) would attenuate up to 7.6m$^3$, thus providing 0.6 m$^3$ of freeboard above the required attenuation volume.

<u>Rainwater Harvesting</u>

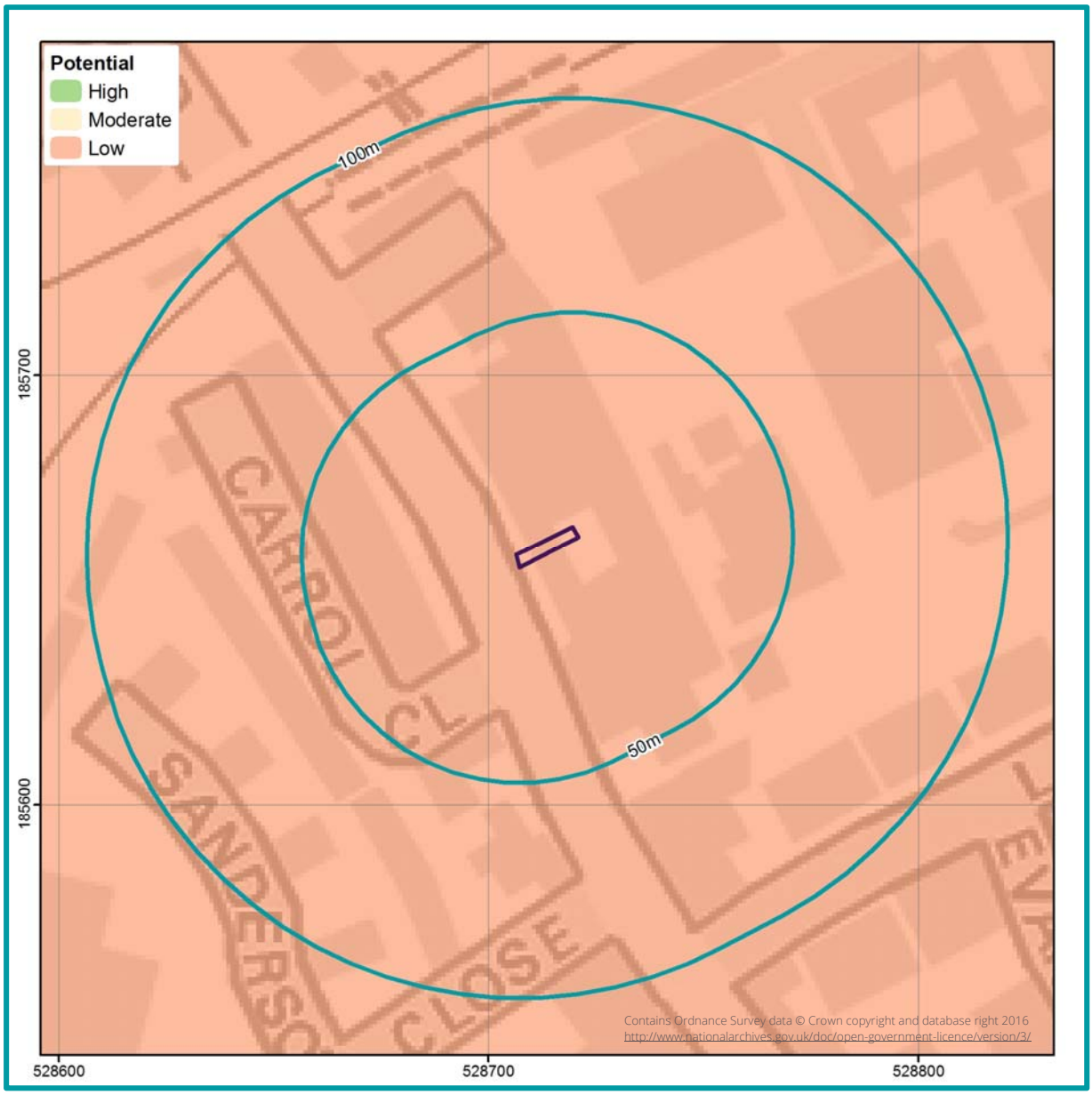
Rainwater harvesting tanks are recommended for the Site. Due to the relatively small amounts of attenuation provided by rainwater harvesting tanks in this instance and the requirement to retain water for non-potable uses such as toilet flushing or garden maintenance, the volume of run-off which could be attenuated by rainwater harvesting has not been considered within the report but should be used on the Site within the garden area to provide water quality benefits.

# 3. Site location

**Report prepared on:**
2017-06-02
**Site area:**
105.24 $m^2$
**Current use:**
Single residential development with garden areas
**Proposed use:**
Demolition of rear outbuilding and lowering of existing rear patio area with alterations to rear window and door configurations
**Report author:**
Sam Cogan
**Report checker:**
Mike Piotrowski
**Report reviewer:**
Bob Sargent



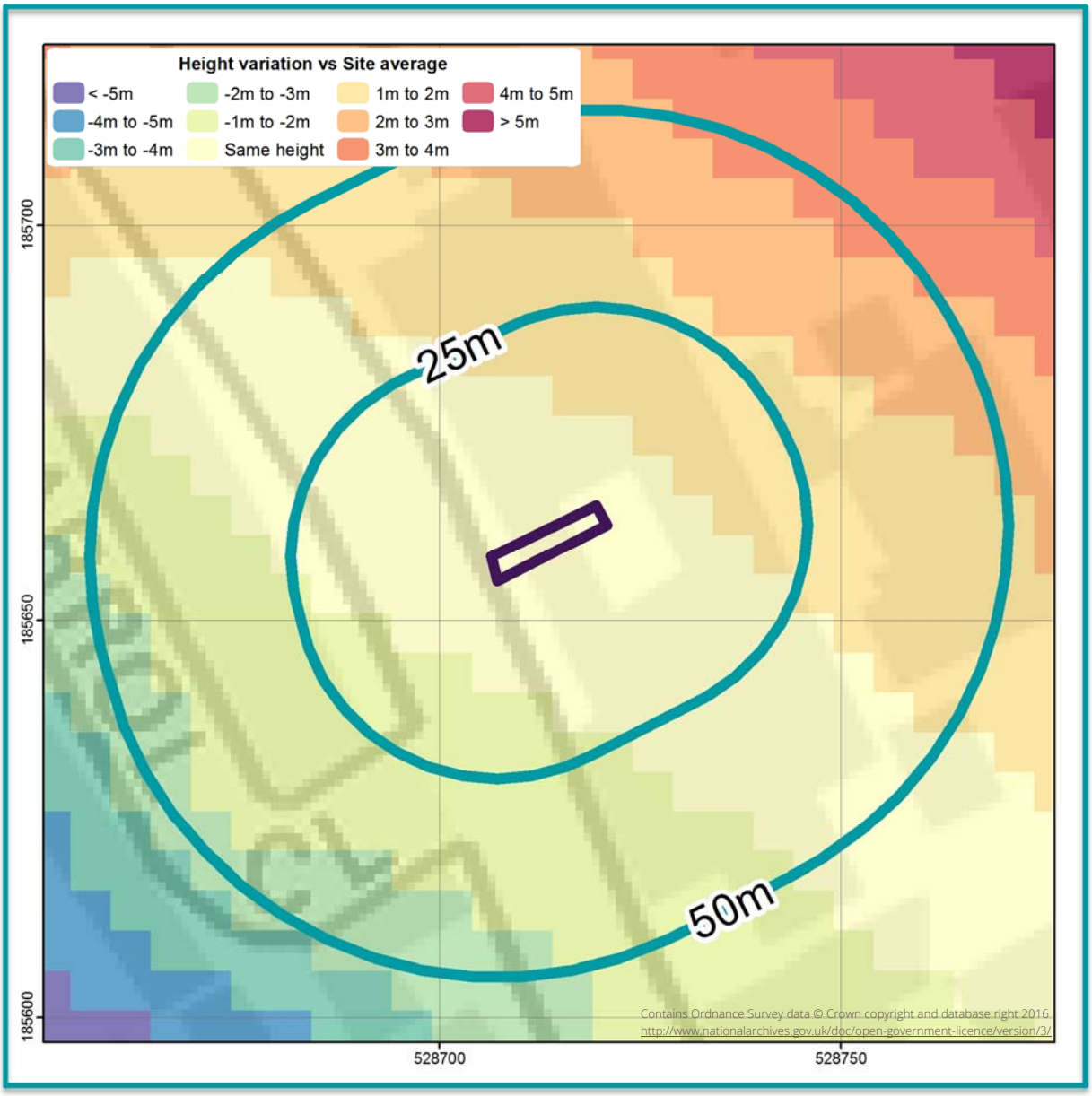

# 4. SuDS infiltration suitability (SD50) map




The GeoSmart SuDS Infiltration Suitability (SD50) Map screens the potential for infiltration drainage at the Site and indicates where further assessment is recommended. The Site has a low potential for infiltration SuDS, according to the GeoSmart infiltration map, due to the impermeable nature of the underlying clay bedrock. Guidance states that if infiltration SuDS are not possible, attenuation SuDS with a controlled discharge into nearby surface water feature or existing surface water drainage is recommended. This may not be practically feasible for this Site.

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. A Site investigation is recommended to investigate groundwater levels and formation thickness, although infiltration testing is not considered necessary given the infiltration suitability.

# 5. Site topography




GeoSmart have undertaken an assessment of the topography at the Site and within its vicinity, using LiDAR elevation data from the Environment Agency. The mapping shows a comparison between average ground levels on the Site with ground levels in the surrounding area.

Assessment has been undertaken using GIS/OS mapping data as well as interrogation of LiDAR DTM5 elevation data, to identify localized depressions. The mapping confirms ground levels remain predominately flat with a general decline in elevation to the south west fall to the south east. Drainage networks may struggle to utilise the existing gradient on the Site to discharge locations such as sewers.

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

# 6. Source protection zone map


GeoSmart have undertaken an assessment of the Environment Agency groundwater Source Protection Zones (SPZ) within the vicinity of the Site.

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

If 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 SPZ's within the wider area.

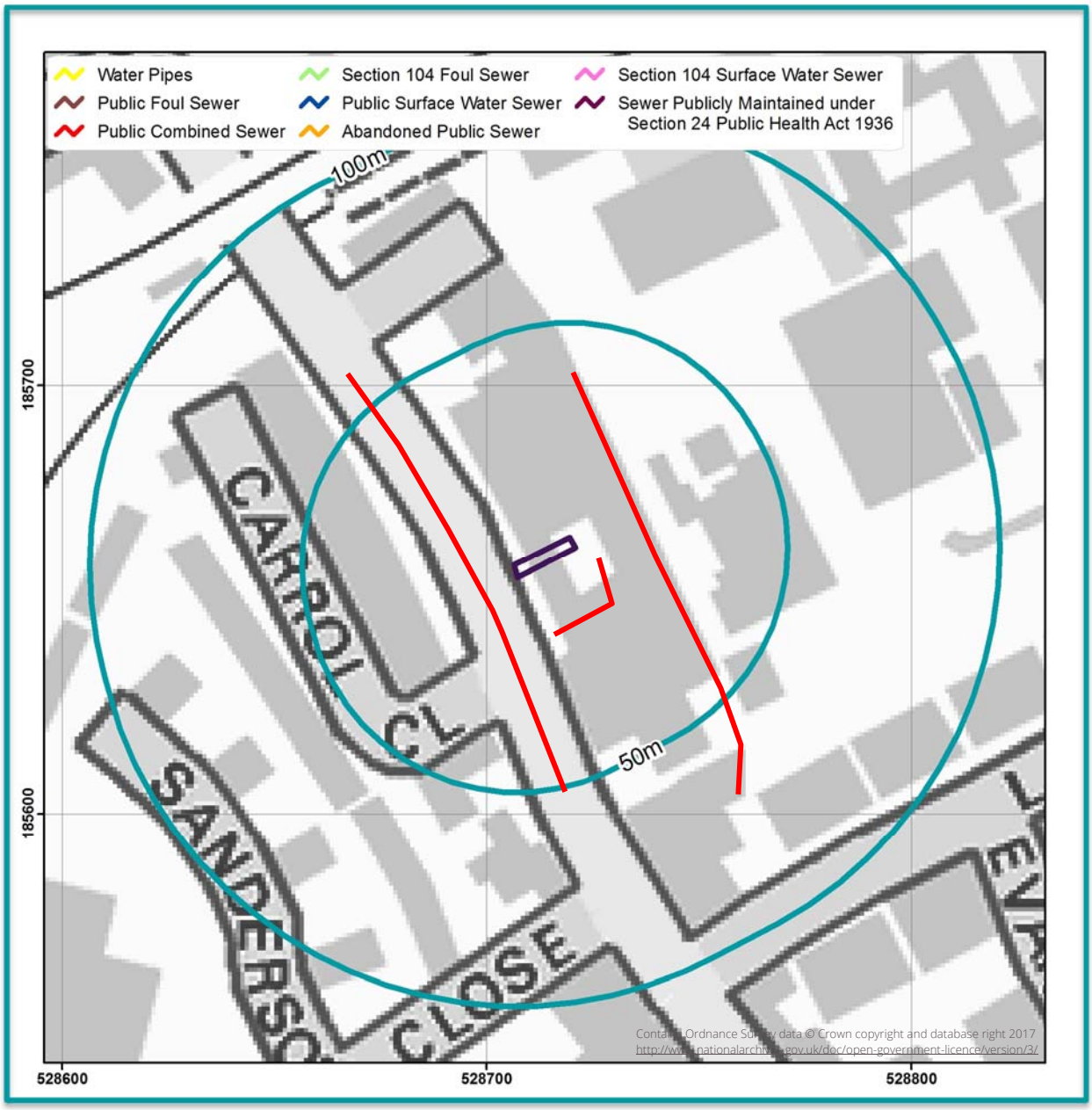
# 7. Surface water features map


GeoSmart have undertaken an assessment of the location of surface water features within the vicinity of the Site. The site is over 100m from a surface water body. Discharge to surface water is therefore unlikely to be appropriate.

The site is also not located within 250m of a SSSI.

Further analysis could be undertaken by visiting the Site or by contacting the Local Council and the Environment Agency to confirm the presence, location and condition of these watercourses.

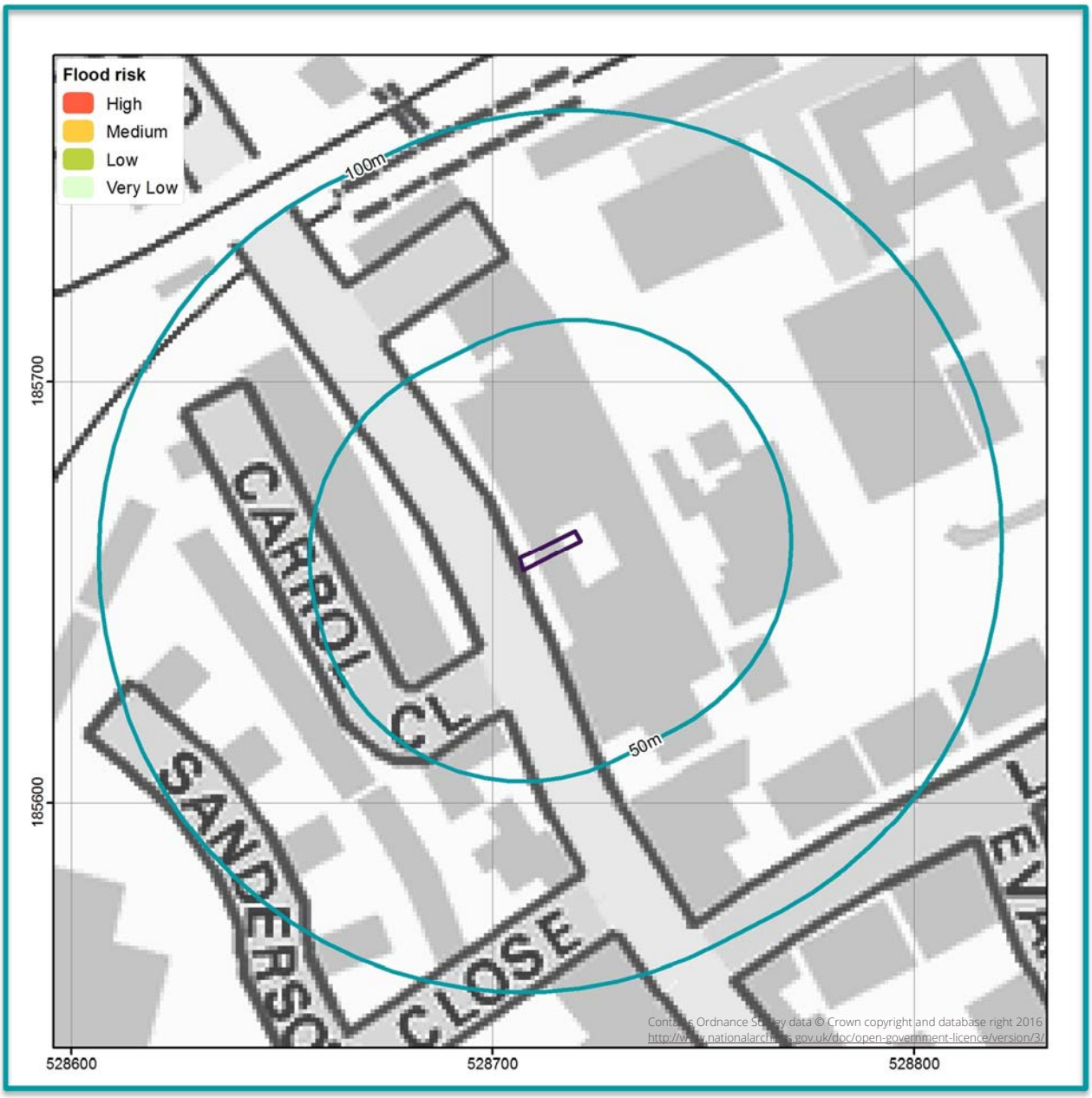
# 8. Sewer features map




GeoSmart have undertaken an assessment of the location of sewer features within the vicinity of the Site. According to the STL sewer search (2017) (Appendix C), the site is located within 50m of surface water and combined sewers. Based upon the Sites proximity to this, discharge to sewer would be appropriate.

Further analysis of the connections and condition of the public combined drainage systems should be undertaken by carrying out a CCTV survey, or by contacting the drainage provider or the Local Council to confirm the presence, location and condition of these sewers. Consultation with the drainage provider has been undertaken to obtain permission to connect.

# 9. Risk of flooding from rivers and sea map




GeoSmart have undertaken an assessment of the risk of flooding from the rivers and the sea within the vicinity of the Site.

According to the Environment Agency's mapping and a site specific Flood Risk Assessment (GeoSmart, Report Ref: 65145R1), the site has a very low risk of fluvial or coastal flooding.

Where there is a moderate or high risk, further analysis could be undertaken by visiting the Site or by contacting the Local council and the Environment Agency to confirm the risk and the associated flood depths.

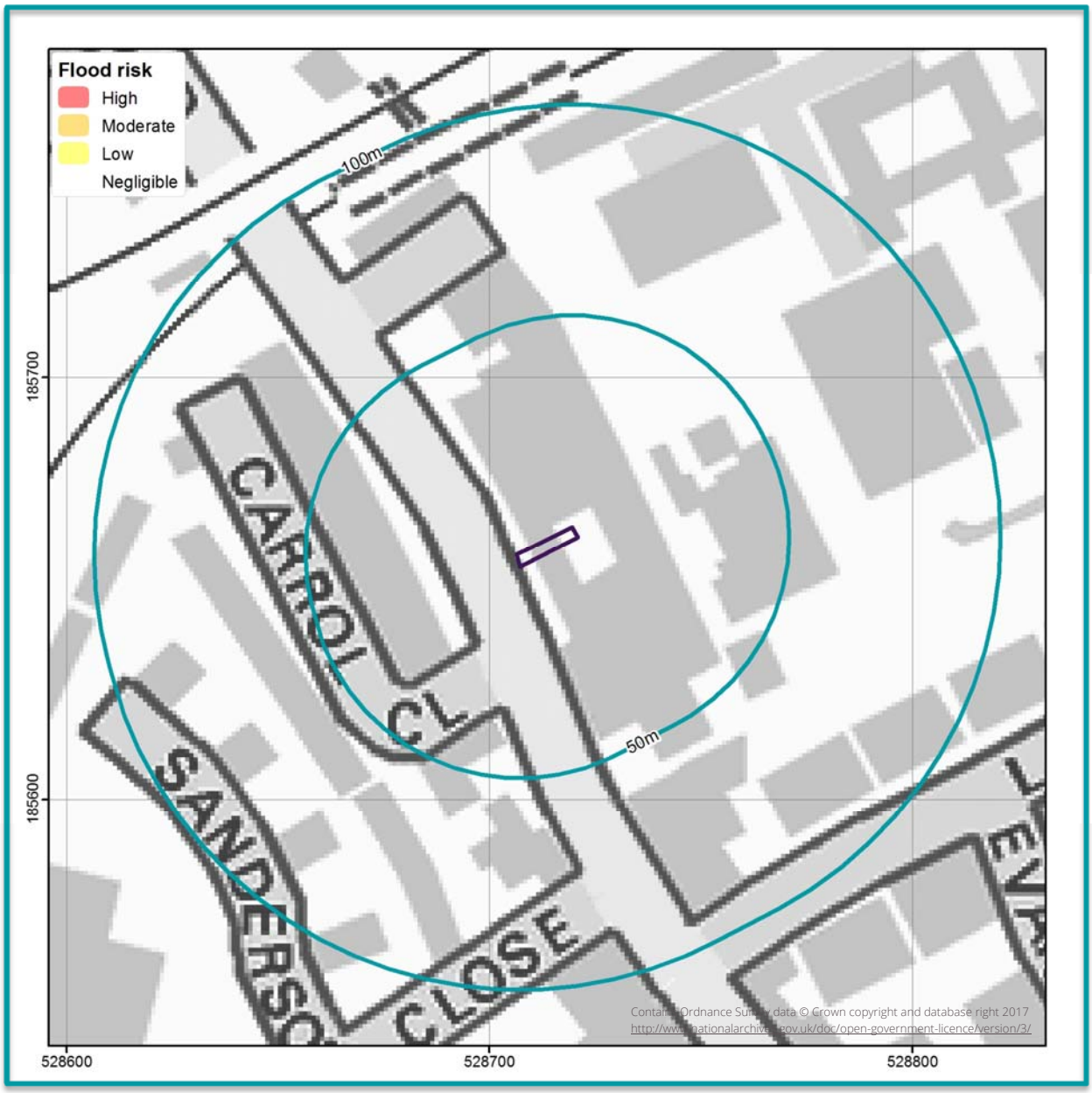
# 10. Risk of flooding from surface water map


GeoSmart have undertaken an assessment of the risk of flooding from pluvial sources within the vicinity of the Site. The mapping shown above confirms pluvial flood depths in a 1 in 100 year storm event would not affect the Site.

According to the Environment Agency's Risk of Flooding from pluvial sources and a site specific Flood Risk Assessment (GeoSmart, Report Ref: 65145R1), the Site is at 'Very Low' Risk of pluvial flooding. According to the SFRA, the Site is located within a Critical Drainage Area (CDA) (Group3_003), where it is located in close proximity to CDA Group3_001. It is not however located within a Local Flood Risk Zone (LFRZ) (URS Ltd, 2014), although LFRZ3034 is located approximately 80m to the north of the Site.

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 and flood depths and velocities where applicable.

# 11. Groundwater flood risk (GW5) map




According to GeoSmart's Groundwater Flood Risk (GW5) map and a site specific Flood Risk Assessment (GeoSmart, Report Ref: 65145R1), the site has a negligible risk of groundwater flooding during the 1 in 100 year event. Therefore SuDS design is unlikely to be affected at the Site by flooding through the underlying geology.

Confirmation of sufficient depth to the high water table in areas at moderate risk would be appropriate. A review of ground stability and minimum focused or blanket infiltration feature separation from adjacent buildings could also be assessed through further Site Investigation.

# 12. Site conditions

## 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 106 Highgate Road, Fitzroy Terrace, London, NW5 1PB (the Site). The Site is located Camden in a setting of predominately residential land use. The general level of the Site is between 39.36 and 40 mAOD with the Site falling gradually in a south easterly direction. This is based on EA elevation data obtained for the Site to a 1m resolution with a vertical accuracy of ±150 mm. Site plans and drawings are provided in Appendix A.

## Development

The Site is currently used within a residential capacity. Development proposals comprise the demolition of a rear outbuilding and lowering of existing rear patio area.

## Geology, permeability and thickness

A number of different formations underlie the site and each formation may have a range of permeability.

| Geology present on site | | Potentially permeable? |
|---|---|---|
| Superficial geology | None recorded | N/A |
| Bedrock geology | London Clay Formation | ✘ |

The Site has a low potential for infiltration SuDS, according to the GeoSmart infiltration map. This is due to the impermeable nature of the underlying London Clay bedrock. As a result focused infiltration methods such as soakaways are unlikely to be practically feasible for this Site. Guidance states that if infiltration SuDS are not possible, attenuation SuDS with a controlled discharge into nearby surface water feature or use of a public surface water / combined drainage system is recommended.

Based on British Geological Survey (BGS) borehole records obtained for a Site 220m north west of the Site (Borehole record: TQ28NE23) (BGS, 2017), the borehole consists of a straight layer of clay with no overlying superficial deposits or topsoil/made ground. Conditions on site may differ however it is unlikely.

## Depth to groundwater

Shallow groundwater is unlikely to be a problem at the Site due to the low permeability of the underlying geology.

The base of an attenuation system should be at least 1m 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. The infiltration system should be designed to operate in periods of extreme groundwater levels.

Guidance

'It is essential that the consideration of sustainable drainage takes place at the land acquisition due diligence stage'

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

## Ground conditions

A Site specific review of underlying ground conditions is recommended where focused infiltration measures are feasible, to ensure these do not cause ground instability as a result of landslide or collapse associated with dissolution or shallow mining. Hazards that should be considered include soluble rocks, landslides, compressible ground, collapsible ground, shrink-swell clays and shallow mining.

In this instance the infiltration potential is low as the permeability of the underlying geology is low, discharging via infiltration is considered extremely unlikely and therefore an assessment of the underlying ground conditions is not considered to be required.

## Water quality

The site does not lie within a source protection zone. In this case an assessment of the quality of infiltrating runoff and the possibilities for pre-treatment is not required.

Consultation with the Local Authority and examination of historical land uses would enable early indication of the likelihood of contamination. 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.

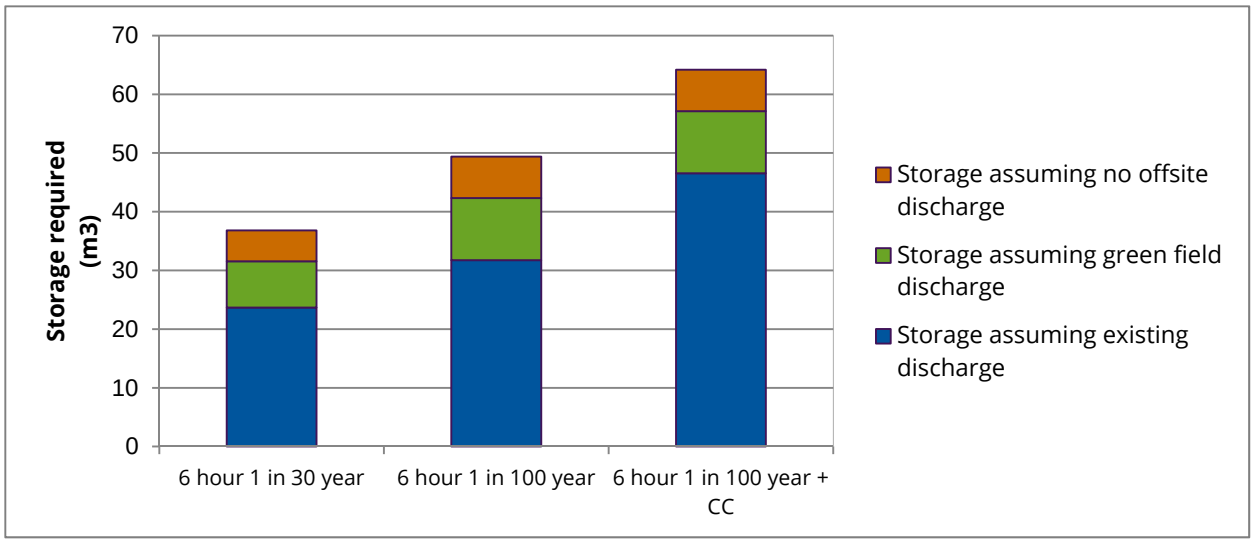
The influence of surface runoff on water quality will depend on whether there is a source of contamination on Site and the sensitivity of the receiving environment, either groundwater or surface water. The intervening pathway

from source to receptor including mitigation and natural attenuation will determine the final impact.

The impact of contaminants on the groundwater are 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.

# 13. Storage, volume and peak flow rate

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




| Attenuation scenario | Attenuation requirement ($m^3$) | Explanation |
|---|---|---|
| Attenuation for controlled discharge to 50% of the site's surface water runoff at peak times (Recommended) | 7 | Storage required for controlled discharge to 50% of the site's surface water runoff at peak times (Runoff rate of 0.2 l/s) during the 1 in 100 year event including a 40% allowance for climate change, prior to redevelopment (See Appendix B). |
| Attenuation to the site's QBar runoff rate | 10 | Maximum attenuation required, to ensure a controlled discharge to the site's QBar runoff rate (Discharge rate of 0.05 l/s) (See Appendix B). |
| Aspirational | 64 | Storage required assuming no off site drainage for the 6 hour 1 in 100 year event, including the maximum effects of climate change.<br>*Note: discharge off site will reduce this, and the increase as a result of climate change is less for buildings with a limited design life.* |

## London Drainage Policy

### London Plan - Policy 5.13 Sustainable drainage (March, 2016)

A development should utilise sustainable urban 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 store rainwater for later use;
2 use infiltration techniques, such as porous surfaces in non-clay areas;
3 attenuate rainwater in ponds or open water features for gradual release;
4 attenuate rainwater by storing in tanks or sealed water features for gradual release;
5 discharge rainwater direct to a watercourse;
6 discharge rainwater to a surface water sewer / drain;
7 discharge rainwater to the combined sewer.

### London Plan - Sustainable design and Construction SPG: Section 3.4.9 (April, 2014)

Most developments have been able to achieve at least 50% attenuation of the site's (prior to re-development) surface water runoff at peak times. This is the minimum expectation from development proposals. On previously developed sites, runoff rates should not be more than three times the calculated greenfield rate. The only exceptions to this, where greater discharge rates may be acceptable, are where a pumped discharge would be required to meet the standards or where surface water drainage is to tidal waters and therefore would be able to discharge at unrestricted rates provided unacceptable scour would not result.

Discharge to surface water course/sewer

There may be situations where it is not appropriate to discharge at greenfield runoff rates. These include, for example, sites where the calculated greenfield runoff rate is extremely low and the final outfall of a piped system required to achieve this would be prone to blockage. Usually the minimum discharge rate applied would be 5 litres per second per outfall however lower discharge rates are usually required by Local Authorities and Sewer undertakers.

### London Borough of Camden Planning Guidance (CPG 3: Sustainability) (July, 2015)

Within Camden, SuDS systems must be designed in accordance with London Plan policy 5.13. This requires that developments should utilise sustainable urban 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.

Camden Development Policy 23 (Water) requires developments to reduce pressure on combined sewer network and the risk of flooding by limiting the rate of run-off through sustainable urban drainage systems.

Camden Planning Guidance 3 (CPG3) requires developments to achieve a greenfield run off rate once SuDS have been installed. Where it can be demonstrated that this is not feasible, a minimum 50% reduction in run off rate across the development is required.

## Critical Storm Duration and volume requirements

According to calculations of runoff from the Site, QBAR run-off rates are c. 0.05 l/s. Existing run-off rates, for a 6 hour, 1 in 100 year event is c. 0.4 l/s. Restricting run-off rates to 50% of existing would result in a run-off rate of 0.2 l/s which is not feasibly practical to discharge from the Site, as this could result in blockage of the outfall.

Discharge from the Site (if required) to a sewer should be controlled via a small orifice control in the form of perforated control tube, with an outlet pipe to reduce the rate of run-off. This method is suggested due to the blockage risks associated with hydro brakes if set below 2 l/s. This method will allow for a controlled discharge below 2 l/s however final allowable discharge rate, which is practical for the Site, would need to be determined with Thames Water.

## Surface water runoff

An increase in impermeable area on site will result in greater rainfall runoff. Reduction in runoff will help mitigate flood risk both on and off site. Further information on the surface water runoff calculations is provided in Section 6 '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 1: Change in impermeable area associated with the development

Total site area 105 $m^2$

| Impermeable area (and as a percentage of the total area of the proposed development footprint of 105 $m^2$) | |
|---|---|
| Pre-development | Post-development |
| 81 $m^2$ (77%) | 84 $m^2$ (80%) |
| Impermeable Land use:<br>Residential development and outbuilding, concrete hard standing areas to front and rear of property<br>Permeable Land use:<br>Landscaped areas | New impermeable land use:<br>44 $m^2$ built development footprint<br>32 $m^2$ concrete hard standing to rear<br>8 $m^2$ concrete hard standing to front<br>New permeable land use:<br>21 $m^2$ of landscaped areas |

Guidance

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

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

## Peak discharge rates

The table below presents peak discharge rates for a range of storm events used to assess the impact of the proposed development and select the maximum permitted discharge rate. Further information on the calculation and control of peak discharge rates is provided in Section 6 'Background Information'.

Table 2: Peak discharge rates associated with the development

| Rainfall event | Greenfield runoff rates | Existing runoff rates[1] (l/s) | Potential runoff rates without attenuation | Potential minus existing (l/s) |
|---|---|---|---|---|
| QBAR | 0.05 | N/A | N/A | N/A |
| 6 hour 1 in 1 year | 0.04 | 0.1 | 0.1 | 0.0 |
| 6 hour 1 in 10 year | 0.08 | 0.2 | 0.2 | 0.0 |
| 6 hour 1 in 30 year | 0.11 | 0.3 | 0.3 | 0.0 |
| 6 hour 1 in 100 year | 0.15 | 0.4 | 0.4 | 0.0 |
| 6 hour 1 in 100 year + 20% CC | N/A | N/A | 0.5 | 0.1 |
| 6 hour 1 in 100 year + 40% CC | N/A | N/A | 0.5 | 0.2 |

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

Relevant local and regional plan policy should be consulted to determine restrictions on runoff from previously developed sites. In some cases greenfield rates may be requested. In practice it is difficult to restrict discharge rates at any one control point to less than 5 l/s.

## 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 18 'Methodology and Limitations'.

### Table 3: 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 | 1 | N/A | N/A | N/A |
| 6 hour 1 in 1 year | 1 | 2 | 3 | 0.0 |
| 6 hour 1 in 10 year | 2 | 4 | 5 | 0.1 |
| 6 hour 1 in 30 year | 3 | 6 | 6 | 0.1 |
| 6 hour 1 in 100 year | 4 | 8 | 8 | 0.1 |
| 6 hour 1 in 100 year + 20% CC | N/A | N/A | 10 | 2 |
| 6 hour 1 in 100 year + 40% CC | N/A | N/A | 12 | 3 |

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

## Climate change

Projections of future climate change, in the UK, indicate more frequent, short-duration, high-intensity rainfall and more frequent periods of long duration rainfall. Guidance included within the National Planning Policy Framework (NPPF) recommends that the effects of climate change are incorporated into Flood Risk Assessments (NPPF technical guidance note, DCLG, 2012).

Updated guidance (March 2016) on climate change recommends that both the 20% Central Allowance and 40% Upper End allowances should be added to the peak rainfall intensity for residential or commercial development, to understand the range of impacts. Where feasible, a precautionary approach should be taken particularly in areas at risk of flooding.

### 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 the '2020s' (2015 to 2039) | Total potential change anticipated for the '2050s' (2040 to 2069) | Total potential change anticipated for the '2080s' (2070 to 2115) |
|---|---|---|---|
| Upper End | 10% | 20% | +40% |
| Central | 5% | 10% | +20% |

# 14. 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, 2010) and Defra's Draft National Standards for SuDS (2011). 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

As discussed in Section 3, the Site has a low potential for infiltration. Based on the available geological information from the British Geological Society and the GeoSmart SuDS infiltration map, discharge to ground is unlikely to be feasible due to the impermeability of the bedrock geology.

A Site investigation comprising trial pits is not considered necessary due to the low permeability of the underlying geology indicated within nearby borehole records obtained from the BGS.

## Discharge to surface watercourse

There are no watercourses or surface water features within 100 m of the Site. Therefore it would be extremely difficult to obtain third party agreements to connect into the nearest surface water feature. The Site would be unsuitable for discharge to surface water features.

## Discharge to sewer

Discharge to sewer is likely to be the optimum sustainable drainage option for the new development area. According to an STL sewer search there are three public combined sewers located within close proximity to the Site, according to mapping included within section 8 and Appendix C.

A flow control device will be required to limit peak discharge rates to the maximum selected rate as indicated in Section 5, along with the appropriate attenuation storage volume.

# 15. Water quality

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

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

Table 5: 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 Table 6.

Table 6: 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 |

Permeable paving and rainwater harvesting butts would intercept the first 5mm of rainfall (first flush), providing filtration and amenity benefits; whilst providing attenuation within underlying geo-cellular storage crates.

# 16. Sustainable drainage systems

It is recommended the drainage system has the capacity to accommodate the 1 in 100 year event before flooding occurs. Drainage from areas outside the development footprint will continue to use the existing drainage arrangements. Based on the above sections it is considered likely that attenuation SuDS will be suitable for this Site subject to appropriate agreements from Thames Water.

The recommended drainage strategy has been summarised within the schematic included in Section 2 of this report and would provide a minimum surface water storage of 7m$^3$.

This would ensure the surface water drainage strategy would comply with the minimum requirements set out within the London Plan, where surface water run-off from Brownfield sites must achieve at least 50% of the site's surface water runoff at peak times prior to re-development.

1. To comply with London Plan policy, rainwater harvesting tanks should be established for the proposed development. The tank is likely to be used throughout the year however due to the flood risks which could be associated, overflow from the tanks should be discharged into the geo-cellular storage crate system underneath the permeable paving.

   The run-off from the proposed development roofs should be led into a rainwater harvesting butt/tank via rainwater downpipes. The nature and use of the tank should be confirmed (for water use either within the proposed developments or within an amenity scope – i.e. for watering garden areas). While the proposed rainwater harvesting tank is likely to be used continuously (if used internally) due to the nature of the proposed development, it is acknowledged that an overflow system will still be required for implementation on the Site due to exceedance events (where the pumps fail or there is a blockage within the system / or the number of residents and subsequent water usage is reduced).

   Due to the potential flood risk associated with rainwater harvesting butts/tanks, volume of run-off which could be attenuated by Rainwater Harvesting has not been considered within the calculations for attenuation within the proposed drainage strategy.

2. Attenuation of surface water runoff should be provided within permeable paving with underlying geo-cellular storage crates (underlying permeable sub-base with a high void ratio) to provide a form of source control for surface run-off. Permeable paving should be established on the driveway and patio areas to the front and rear of each property. A combined 40m$^2$ area (32m$^2$ to the patio located at the rear of the development and 8m$^2$ to the patio located at the front of the development) which consists of permeable paving with a 0.2 m depth and 95% void space via geo-cellular storage would result in 7.6 m$^3$ attenuation

## Initial recommendation:

### Source Control attenuation SuDS (rainwater harvesting tanks and permeable paving) with controlled discharge to sewer via underground pipes.

Rainwater Harvesting is primarily used to collect rainwater from impermeable areas and roofs for the use within development buildings and other miscellaneous usage. Due to the relatively small amounts of attenuation provided by rainwater harvesting tanks in this instance and the requirement to retain water for non-potable uses such as toilet flushing or garden maintenance, the volume of run-off which could be attenuated by rainwater harvesting has not been considered within the report. Cost in regards to rainwater harvesting is mainly due to the provision of a storage tank, pumps and pipework which is required for the system to be fully operational. As there is an issue with the storage capability of Rainwater Harvesting tanks, this method should only be used as an additional SuDS "source control" feature with a fixed attenuation volume and a controlled outlet to discharge into the proposed infiltration feature. In terms of attenuation storage within this SuDS scheme, volume of run-off which could be attenuated by Rainwater Harvesting has not been considered within the Preliminary SuDS schematic.

Permeable paving are already proposed for the driveway and parking areas of the Site to increase the amount of permeable land cover. An area of permeable paving within the garden patio area, underlain by a geo-cellular crate storage system would ensure a suitable amount of surface water attenuation. All SuDS systems should be lined due to the presence of a basement development on the Site. A basement Impact Assessment has been undertaken separately to assess the impacts to and from the basement.

Plastic geo-cellular systems beneath permeable paving increases the void space and therefore storage but does not allow filtration unless they are combined with aggregate material and/or permeable geotextiles.

Lined permeable paving with a total area of 40m$^2$ including a geo-cellular storage sub-base (95% void ratio) could provide a form of source control and storage for surface run-off. The estimated area of permeable paving could include a 0.2 m depth of geo-cellular storage underneath all of the permeable paving. A 95% void ratio would result in 7.6m$^3$ attenuation with a discharge to the public combined sewer via a piped drainage network.

Thames Water should be consulted to gain approval, where Thames Water allow a discharge rate higher than the 0.2 l/s used for the Critical Storm Duration, the required minimum discharge volume is likely to be less than 7m$^3$.

## Exceedance Flow Route:

During an exceedance event through blockage or where a storm event was greater in size than the designed SuDS system, the Site would not be able to discharge into a nearby surface water channel, therefore an exceedance route into the nearest public combined drainage network would be required. The SuDS system recommended for the Site should provide enough storage that this method would only be utilized during a worst case scenario.

Orifice:

A small orifice control will be required for the attenuation tanks to reduce the outflow from the attenuation tanks into the surface water sewer to an acceptable rate, one which cannot be achieved via hydro brake measure due to the potential blockage risks associated with hydro brakes if set below 2 l/s. Orifices are a circular or rectangular opening of a shape and size (small diameter holes) which allows a controlled rate of outflow when submerged. The flow rate depends on the height of the water above the opening (hydraulic head) and the size and edge treatment of the orifice. Perforated pipes can become affected by Silt or fine particles and require regular maintenance. For shallow systems, where there is a limited depth of water storage, simple orifice controls are often the most suitable form of control. The final allowable discharge rate would need to be determined with Thames Water.

## Secondary recommendation:

### Above ground attenuation SuDS with controlled discharge to sewer via attenuation GRP tanks.

Attenuation GRP Tanks could be feasible for the Site to provide the necessary storage if above ground attenuation SuDS are not practically feasible. Attenuation GRP Tanks provide a below-ground void space for use of temporary storage via infiltration or controlled release, the basement area could be used for such a feature. 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 geocellular storage crates are the level of accessibility, lack of treatment performance and cost in comparison to surface systems.

## Additional recommendations

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

- Interception via green/brown roofs could enable the storage of run-off and infiltrate collected water gradually into the underlying substrate; this provides various levels of storage depending on the surface area of the feature and the thickness / type of the substrate being use. The different types of green roof include the following:
  - Extensive roofs, have low substrate depths (and therefore low loadings on the building structure), simple planting and low maintenance requirements; these tend not to be accessible.
  - Intensive roofs (or roof gardens) have deeper substrates (and therefore higher loadings on the building structure) that can support a wide variety of accessible planting but which tend to require more intensive maintenance.

  Green roofs can also provide improvements to water quality as they intercept water at the source, and the layering of the substrate can incorporate filtration measures to remove pollutants from the system. Green Roofs are roofs which incorporate planting, often sedum or wildflower and meadow planting, grasses and mosses. In fact, some can even be planted with trees and shrubs. Brown roofs are similar to green roofs, the

main difference is that whilst green roofs are often installed partly for the aesthetic value, brown roofs tend to be installed for environmental reasons, mainly, to encourage plants and wildlife.

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

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

## SuDS maintenance

Regular maintenance is essential to ensure effective operation of the soakaway(s) 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 7: SuDS operation and recommended maintenance requirements

| Asset type | Maintenance schedule (and frequency) |
|---|---|
| Rainwater Harvesting | Regular maintenance:<br>• Inspection of tank for debris and sediment build up (annually and following poor performance).<br>• Inspection of inlets, outlets, overflow areas, pumps and filters (annually and following poor performance).<br>• Cleaning of tank, inlets, outlets, gutters, roof drain filters and withdrawal devices (annually or as required).<br>Remedial actions:<br>• Repair or overflow erosion damage or damage to tank and associated components (as required) |
| Permeable pavements | Regular maintenance:<br>• Brushing and vacuuming (three times per year).<br>• Trimming any roots and surrounding grass and weeds that may be causing blockages (annually or as required).<br>Monitoring:<br>• Initial inspection (monthly).<br>• Inspect for poor performance and inspection chambers (annually). |
| Underground drainage pipe network | Regular maintenance:<br>• Remove sediment and debris from pre-treatment devices and floor of inspection tube or chamber (annually).<br>• Cleaning of gutters and any filters on downpipes (annually).<br>• Trimming any roots that may be causing blockages (annually or as required).<br>Monitoring:<br>• Inspect silt traps and note rate of sediment accumulation (monthly in the first year and then annually). |
| Geo-cellular storage | Regular maintenance:<br>• Remove litter and debris from inlets and outlets (monthly).<br>• Trimming any roots and surrounding grass blockages (as required). |

| | |
|---|---|
| | Monitoring:<br>• 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.

| Conditions in Draft National Standards (Defra, 2011), 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? | |

## SuDS design considerations

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

## Health and safety considerations for SuDS

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

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

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

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

# 17. 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 Draft National Standards for SuDS (2011):

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 A in Section 12 of this report.

## 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 (DGLC, 2014). For the impermeable surfaces, it has been assumed that 100% runoff will occur (calculations provided in Appendix A). Rainfall data is derived from the Flood Estimation Handbook (FEH) CD-ROM, developed by NERC (2009). Only areas affected by the proposed development are considered in the flow and volume calculations. Permeable areas that remain unchanged are not included in the calculations as it is assumed these will not be actively drained and attenuated.

## What is the peak discharge rate?

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

## What is the total discharge volume?

The total discharge volume is calculated on the basis of the surface water runoff that has the potential to leave the site as a result of the assumed 6 hour duration design storm event. The runoff is related to the underlying soil conditions, impermeable cover, rainfall intensity and duration of the storm event. The total volume generated by the current site is compared to the potential total volume from the developed site (not taking into consideration any mitigation). The difference provides the minimum total volume that will need to be stored and infiltrated on site or released at a controlled rate. Guidance indicates

that the total discharge volume should never exceed the runoff volume from the development site prior to redevelopment for that event and should be as close as is reasonably practicable to the Greenfield runoff volume.

# 18. Background SuDS information

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

For general information on SuDS see our web site: http://geosmartinfo.co.uk/

## Infiltration SuDS

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

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

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

## Types of infiltration SuDS

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

An infiltration trench is usually filled with permeable granular material and is designed to promote infiltration of surface water to the ground. An infiltration basin is a dry basin or depression designed to promote infiltration of surface water runoff into the ground. Soakaways are the most common type of infiltration device in the UK where drainage is often connected to over-sized square or rectangular, rubble-filled voids sited beneath lawns. According to the guidance in Building Research Establishment (BRE) Digest 365 (2007) a soakaway must be able to discharge 50% of the runoff generated during a 1 in 10 year storm event within 24 hours in readiness for subsequent storm flow. This is the basic threshold criteria for a soakaway design and the internal surface area of the proposed soakaway design options should be calculated on this basis by taking into account the soil infiltration rate for the Site.

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

## SuDS maintenance and adoption

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

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

# 19. References and glossary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# Glossary[3]

| | |
|---|---|
| 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. |

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

# 20. Further information

## Disclaimer

This report has been prepared by GeoSmart in its professional capacity as soil and groundwater 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.

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## 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.

# Important consumer protection information

This search has been produced by GeoSmart Information Limited, New Zealand House, 160-162 Abbey Foregate, Shrewsbury, SY2 6FD.

Tel: 01743 276150
Email: info@geosmartinfo.co.uk

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*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:

Jemma Prydderch
Operations Manager
GeoSmart Information Limited
New Zealand House
160 Abbey Foregate
Shrewsbury
SY2 6FD
Tel: 01743 276150
jemmaprydderch@geosmartinfo.co.uk

# 21. 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/

# 22. Appendices

# Appendix A

## Existing and proposed Site plans (layout and topography)

# 106

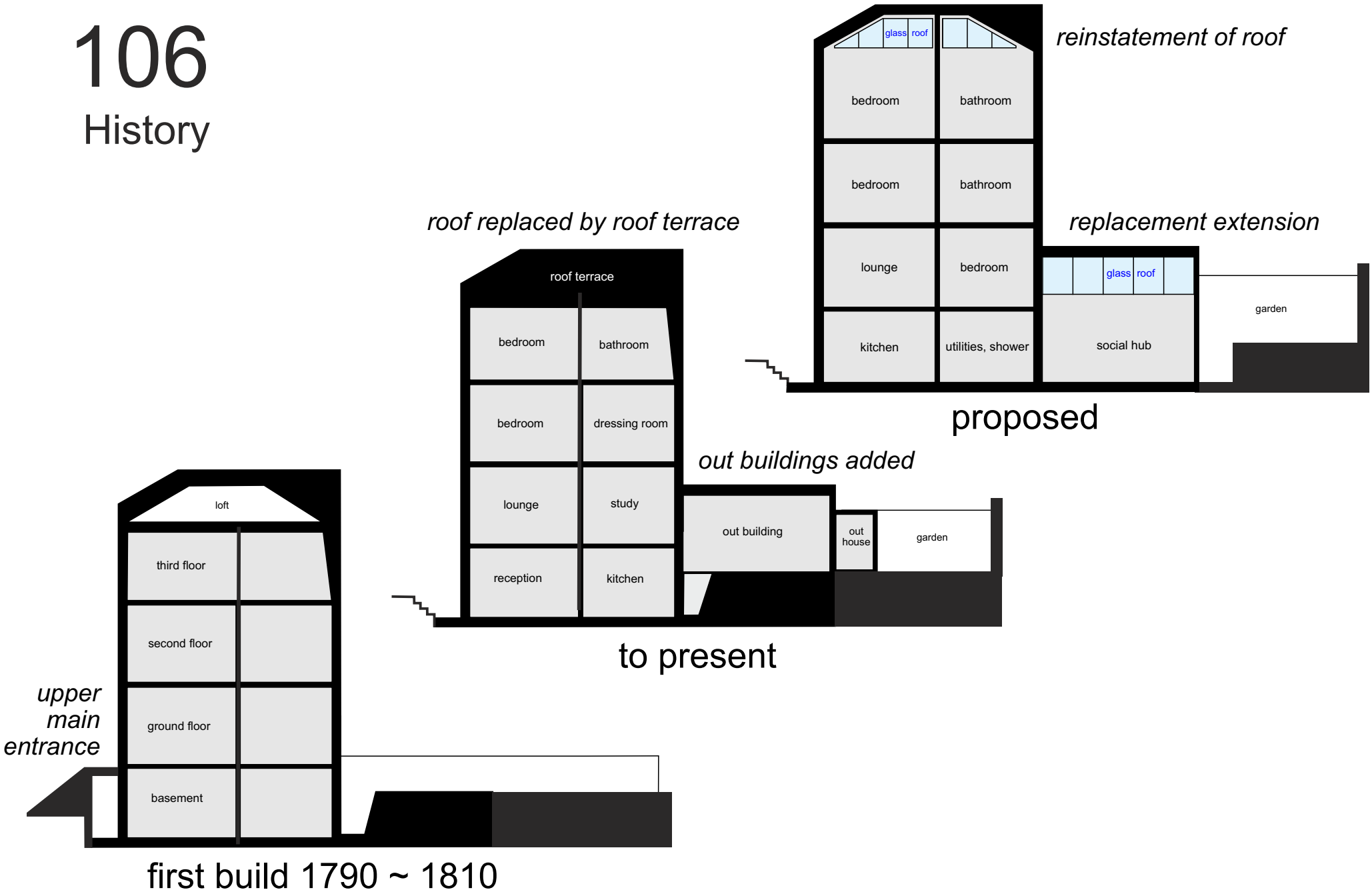
## Design and Access Statement

106 Highgate Road
Fitzroy Terrace
NW5 1PB

Snelling & Sherriff  April 2016

# 106

## History


reinstatement of roof
glass
roof
bedroom
bathroom
bedroom
bathroom
lounge
bedroom
kitchen
utilities, shower
replacement extension
glass
roof
social hub
garden
proposed
roof replaced by roof terrace
roof terrace
bedroom
bathroom
bedroom
dressing room
lounge
study
reception
kitchen
out buildings added
out building
out house
garden
to present
loft
third floor
second floor
ground floor
basement
upper main entrance
first build 1790 ~ 1810

# 106

## Context

106 Highgate Road is located within a terrace of six Grade II listed Georgian properties known as Fitzroy Terrace. 106 is mid-terrace and has lots of historic fabric.

## Design Proposal

The approach taken to enhance this London terrace home with contemporary comforts is to look at the property from its original layout. The original front entrance was at second storey level accessed up steps from ground level. The second storey level along with the third storey are well preserved having the most noteworthy assets. The first storey and the top story would always have been simpler. The current ground floor, the first storey, has apparently had some later additional decorations to enhance the change of entrance into the building.

The design approach is to preserve the now first and second floors with their embellishments, bigger windows and higher ceilings. The scope for change is for the ground floor and top floor which are more utility in function having simple features and low ceilings. The top floor can be opened up in height to let light through by replacing the flat roof, being a more recent conversion, with a roof conforming to its terrace neighbours. The ground floor can continue in its functions of store and kitchen while expanding out into the garden, and maximising on light and space with a glass roofed extension.

## Heritage

The historic Georgian features have been itemised, (see appendix) with the help of a heritage professional, Andrew Derrick of the Architectural History Practice. All original features of interest will be retained or reinstated to match the original detail.

The rear previous basement door will be modestly enlarged on what is now the ground floor. This alteration does not touch on any existing historic details. See preliminary structural drawings produced by Michael Chester and Partners.

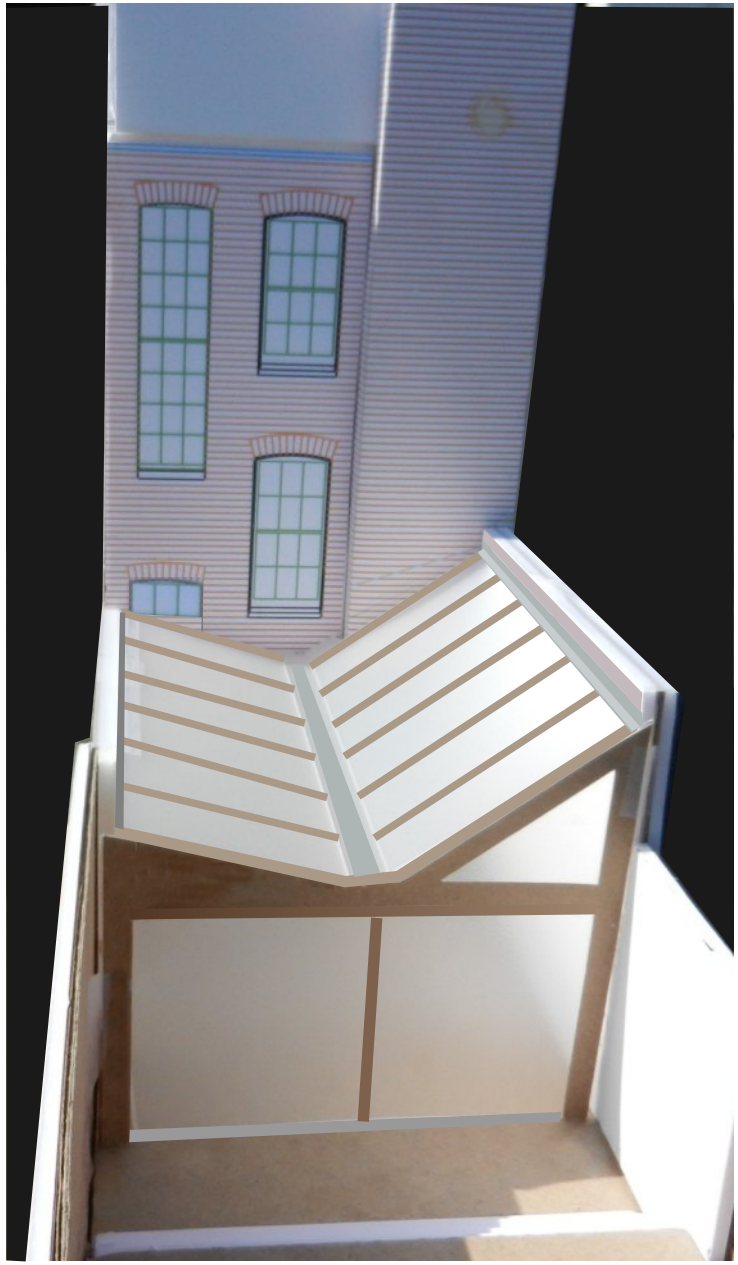
The first and second floors plus the stair well contain most of the details of interest and the approach is for minimal intervention. Significantly the cornice on the first floor is later and would benefit from matching the elegant profile on the second floor using ‘run’ template.

Surface finishes were originally painted. Some doors and panels have been stripped of their paint. It is envisaged to keep them in this state with a plan to insert slivers of matching wood to repair cracks, with the idea to keep them un-painted for now.

# 106

## Ground floor scope

The ceiling height is already low by modern standards and a past owner has raised it by exposing the joists in cottage style. This will need restoring and thus returning the low ceiling height to 2100mm (6' 11") noting that the requirement for a modern home is 2300mm. With the plan to add underfloor insulation and heating there is an opportunity to lower the floor to match the ground level outside the front door.



# 106

## Third floor scope

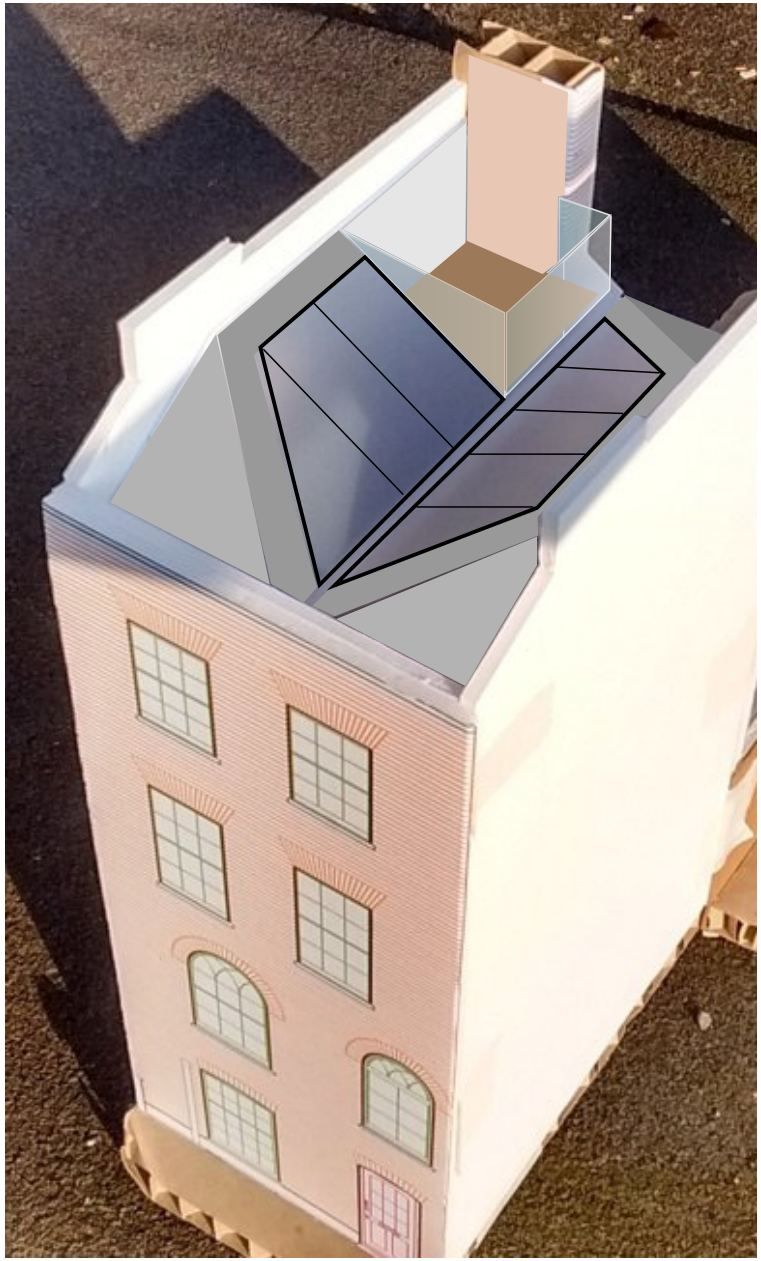
The existing ceiling height on the third floor averaging 2300mm creates an ordinary room-at-the-top. The proposal is to restore the pitched roof and discard the newer ceiling and flat roof conversion. This will expand the volumetric space vertically thus liberating the headroom condition. The addition of roof lights will make it light and airy.

## Energy saving and production

The restored pitched roof would face south so offering efficient photovoltaic electricity production. Rather than add-on PV panels the design is for an integrated PV roof glass allowing some light to pass through, the percentage opacity to be determined. Access for cleaning the PV panels has been included by providing a small platform on the roof. This is mainly hidden from view behind the rear chimney stacks and surrounded by a transparent glass balustrade.

The outside roof of the extension also fitted with a PV glass roof is accessible via the rear first floor window and a suitably wide centre gutter is provided as an occasional walkway.

The potential PV area is between 10 and 20 square metres providing a contribution to the energy via storage batteries.



## Insulation - sound and heat

The house has a cold feel which is unacceptable by today's standards. This also reflects on the buildings poor heat retention. Discrete use of insulation is proposed. Attendance of Retrofitting Domestic Properties Seminar at the SPAB was most helpful in creating a specification.

On the inner face of the outside walls the current plaster can be removed and replaced with a sandwich of 5mm Aerogel and 9.5mm of breathable plasterboard. This will require the removal and replacement of skirting over the thermal sandwich while keeping the original cornice in place.

Under floor heating under the suspended floors can be provided by under floor aluminium spreader with heating tubes indented and Thermafleece insulation under. Where existing historical fabric is removed a part numbering system will be employed to aid reinstallation.

For the ground floor there is an opportunity for underfloor heating within a limecrete floor that of tiles over lime screed with heating tubes on a limecrete substrate, over a loose pile of foamed glass fill such as Glapor.

An option for sound insulation is being discussed using high performance 3mm or 6mm Acoustiblok with acoustic plaster board for bedroom party walls. The application method would be the same as for the thermal insulation.

Wood framed secondary glazing is proposed for all windows. Accoya soft wood and the like are being investigated.

## Extension

The proposed extension matches the extent of the existing out building (4660mm) and rests on the same party wall without change in height. This party wall will need to be re-built matching in height but with more depth with associated foundations. The volume of the new extension is substantially increased by lowering the floor height to match the existing ground floor of the main building. Hence the adjacent neighbours viewpoint will not be substantially changed as the addition is downwards. The difference between the existing outbuilding and the proposal is that it extends across to the opposite party wall.

Sight lines into the extension from its glass roof will be minimised and partly obscured PV glass panels.

The rear of the building is not visible from the public realm, so private views have been a primary concern.

To retain the integrity of the main historical construction the proposed extension would be stand alone resting wholly on the concrete slab. Other than the frame work of steel the construction will be visually of wood and glass.

The connection between the new build extension and the existing would be with non-loading bearing sealing material such as lead flashing. The extension will be designed as an assembly which would be made and proven off-site, then transported and re-assembled on-site.

# 106

## Bathrooms

The existing bathroom on the third floor will be remodelled keeping the bathroom furniture unattached to the walls where possible.

A new on-suite bathroom is proposed on the 1st floor which is designed to float on a sub-frame with stud walls and resemble a ‘cabin’. This implanted internal box will house a modern bathroom with the original fabric maintained surrounding it.

## Stairs

The existing staircases are original but with time they have lost some of their strength and now creek in use and have become unsafe. Internal hidden strengthening can be done to an extent by accessing from underneath. This is still deemed as insufficient and the proposal is to apply a welded steel 'carpet' 3-5mm thick imitating the shape of the risers across the centre section of the staircase. A suitable non-slip finish or carpet runner to the metal needs to be considered.

## Fireplaces

There are two fireplaces neither of which are original to the period and both have a combination of styles. The recommendation is that the first floor fireplace is returned to period style as seen at the while the Geffrye Museum's parlour room of 1790.

The ground floor fireplace is proposed to be replaced by a simple cooking hearth and arrangement in keeping with early Georgian as can seen at the Geffrye Museum's restored armshouse of the 1780s.

*existing ground floor*

*proposed ground floor*

## Garden

The front garden's features of walls, steps and flagstones are to be retained including the palm tree which offers greenery while giving light to the lower windows. Some of the paving stone removed from the rear garden can provide a waste and recycling area near the front gate. The steps down to the front door can be reset to current standard dimensions for risers and goings.

The rear garden has planters around three sides of an open area of flagstone. Lots of greenery is envisaged with shrubs and flowers.

# 106

## Construction access

There is no rear access. The front wall to the street would be temporarily removed to provide space for a skip and store for equipment and materials. If deemed necessary a boarded and painted enclosure would be built to screen off. Excavated material would be taken through the house.

The extension would be an assembly of parts that are able to go through the front door. This will minimise construction noise and inconvenience.

## Appendix

see subsequent pages of list of existing features

**List of existing features**
**Ground Floor**

| | status | work |
|---|---|---|
| Window sash | retain | add secondary glazing |
| Window, rear c.20 | remove | open up orginal door location |
| Front door | replace | c.20 door and replace with period style |
| Lobby | remove | c.19 / c.20 |
| Doors with door furniture | retain | tidy |
| Architraves | remove | c.20, replace to local authority approval |
| Architrave surround with rosettes | remove | c.20, replace to local authority approval |
| Stairs, newels, handrail and railing | retain | add hidden strengthening under risers and goings, tidy |
| Partition with stairwell with toilet | redesign | c.20 additions and redesign |
| Wall plastering on party walls | retain | tidy |
| Skirting on inner and party walls | retain | tidy |
| Wall plastering on outside walls | replace | remove existing and replace with insulated breathable aerogel plasterboard 15/20mm thickness |
| Skirting on outside walls | retain | remove and reinstate over insulated plasterboard |
| Cornice | none | not reinstated as original basement would not have had cornice |
| Ceiling | reinstate | fit plasterboards with skim over current cottage style exposed joists and add LED spot lighting |
| Floor | rebuild | remove c.20 surface and excavate, build layered technopor/limecrete/lime screed with underfloor heating |
| Radiators | remove | replaced with underfloor heating |
| Fireplace | optional | c.19 and c.20 mix, t.b.a. |
| Painted surfaces | retain | new paint will be in modern colours |
| Wood striped of paint | retain | some wood panels and doors have been stripped of paint and optionally might remain so |

**List of existing features**
**First floor**

| | status | work |
|---|---|---|
| Windows arched with tracery | retain | add secondary glazing |
| Window sash | retain | add secondary glazing |
| Doors with door furniture | retain | tidy |
| Architraves | retain | tidy |
| Architrave surround with rosettes | retain | tidy |
| Stairs, newels, handrail and railing | retain | add hidden strengthening under risers and goings, tidy |
| Partition with stairwell | retain | close apertures with matching wood splints |
| Wall plastering on party walls | retain | tidy |
| Skirting, not on outside walls | retain | tidy |
| Wall plastering on outside walls | replace | remove and replace with insulated aerogel plasterboard 15/20mm thickness |
| Skirting on outside walls | retain | remove and reinstate over insulated plasterboard |
| Cornice | replace | remove c.20 cornice and replace with orginal moulding shape as on 2nd floor |
| Ceiling plastering | retain | tidy |
| Ceiling rose | remove | remove c.20, find period part |
| Floors | retain | lift for underfloor heating work and replace in identical arrangment and make good |
| Radiators | remove | heating replaced to underfloor type using plate reflectors with insulation under |
| Fireplace | optional | c.19 and c.20 mix, t.b.a. |
| Painted surfaces | retain | new paint will be in modern colours |
| Wood striped of paint | retain | some wood panels and doors have been stripped of paint and optionally might remain so |

**List of Existing Features**
**Second Floor**

| | status | work |
|---|---|---|
| Windows sash with wood surrounds | retain | add secondary glazing |
| Window rear with sash | retain | add secondary glazing |
| Doors with door furniture | retain | tidy |
| Architraves | retain | tidy |
| Architrave surround with rosettes | retain | tidy |
| Double door pilasters, capital | retain | tidy |
| Stairs, newels, handrail and railing | retain | add hidden strengthening under risers and goings, tidy |
| Partition with stairwell | retain | close apertures with matching wood splints |
| Wall plastering on party walls | retain | tidy |
| Skirting, not on outside walls | retain | tidy |
| Wall plastering on outside walls | replace | remove and replace up to cornice with insulated aerogel plasterboard 15/20mm thickness |
| Skirting on outside walls | retain | remove and reinstate over insulated plasterboard |
| Cornice | retain | tidy |
| Ceiling plastering | retain | tidy |
| Ceiling rose | remove | existing c.20 rose |
| Floors | retain | lift for underfloor heating work and replace in identical arrangment and make good |
| Radiators | remove | heating replaced to underfloor type using plate reflectors with insulation under |
| Painted surfaces | retain | new paint will be in modern colours |
| Wood striped of paint | retain | some wood panels and doors have been stripped of paint and optionally might remain so |

**List of Existing Features**
**Third Floor**

| | status | work |
|---|---|---|
| Windows sash | retain | add secondary glazing |
| Window rear with sash | retain | add secondary glazing |
| Doors with door furniture | retain | tidy |
| Architrave around doors | retain | tidy |
| Stairs, newels, handrail and railing | retain | add hidden strengthening under risers and goings, tidy |
| Partition with stairwell | retain | close apertures with matching wood splints |
| Wall plastering on party walls | retain | tidy |
| Skirting, not on outside walls | retain | tidy |
| Wall plastering on outside walls | replace | remove and replace with insulated aerogel plasterboard 15/20mm thickness |
| Skirting on outside walls | retain | remove and reinstate over insulated plasterboard |
| Cornice | retain | remove c.20 cornice with option of replacing with orginal moulding shape as on 2nd floor |
| Ceiling plastering | retain | c.20, add LED spot lighting |
| Ceiling rose | remove | existing c.20 rose |
| Floors | retain | lift for underfloor heating work and replace in identical arrangment and make good |
| Radiators | remove | heating replaced to underfloor type using plate reflectors with insulation under |
| Bathroom furniture | redesign | existing c.20 |
| Bathroom walls | redesign | existing c.20 boxing and finishes |
| Painted surfaces | retain | new paint will be in modern colours |
| Wood striped of paint | retain | some wood panels and doors have been stripped of paint and optionally might remain so |

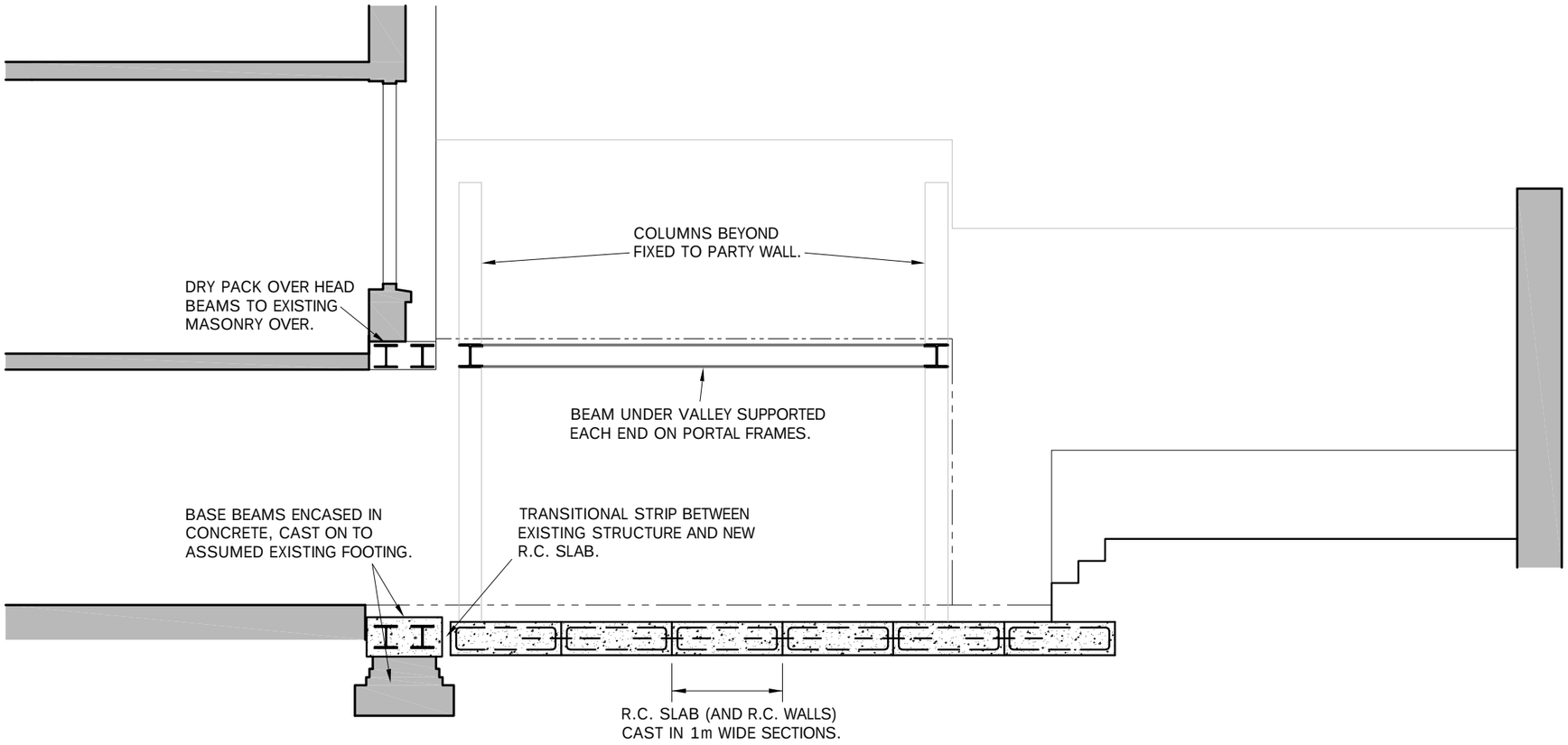
# 106
Highgate Rd

# PROPOSED Longitudinal section

| | |
|---|---|
| PROJECT: | 106 Highgate Road, Fitzroy Terrace NW5 1PB |
| DRAWING No: | 106 Highgate Rd proposed plans.01 |
| DATE: | March 2016 |
| SCALE: | 1/50 |
| | SNELLING & SHERRIFF |

1 0 1 2 3 4
metres


## SECTION A - A




# SCHEMATIC PROPOSAL

| Rev | Date | Alteration |
|---|---|---|

MICHAEL CHESTER & PARTNERS
Consulting Civil and Structural Engineers
8 Hale Lane London NW7 3NX tel 020 8959 9119 fax 020 8959 9662

Date MAR 16
Drawn VP
Scale 1:50
Drg No 16038/03
Rev

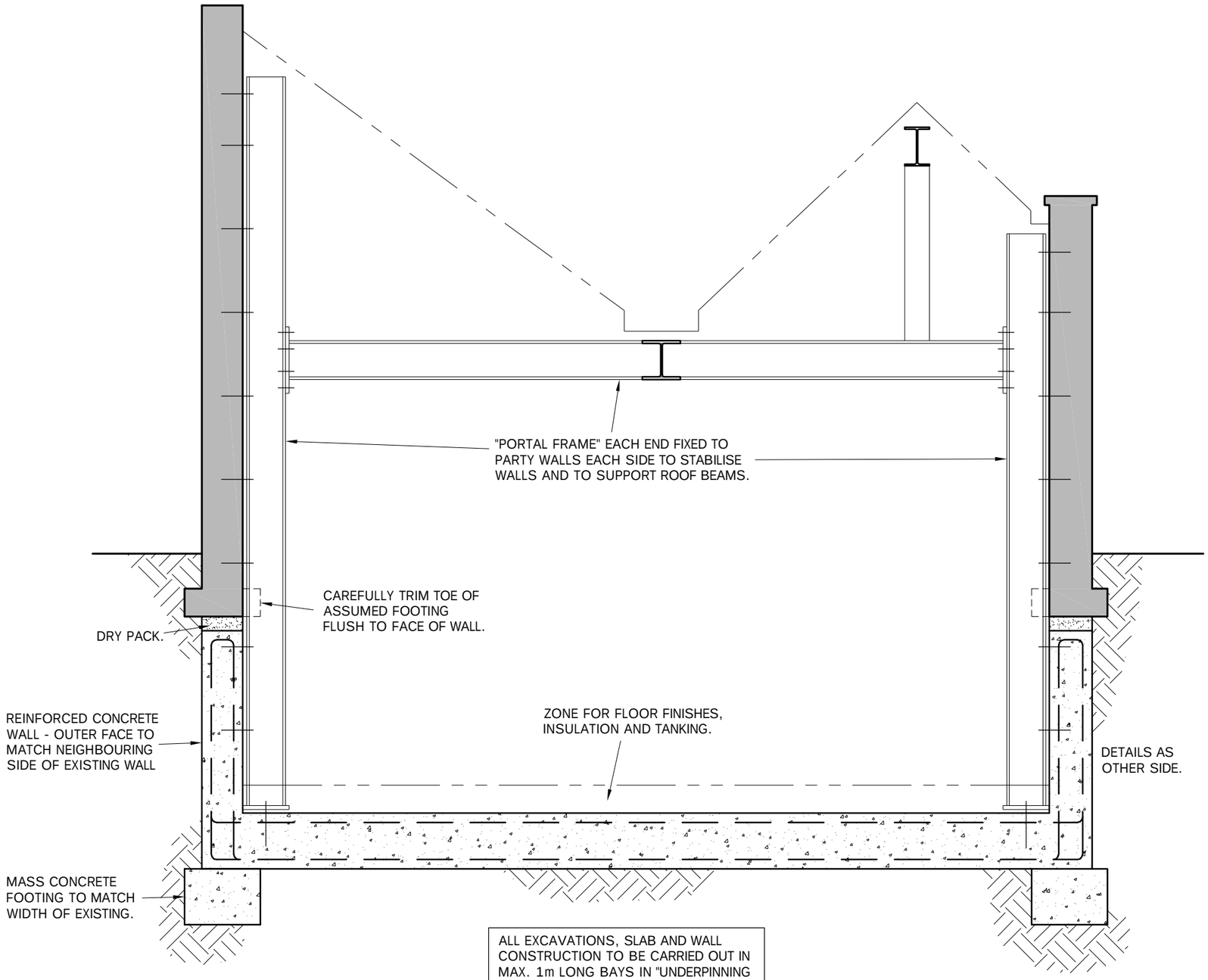
Project
106 HIGHGATE ROAD
LONDON NW5

SECTION B-B

Do not scale from this drawing. Dimensions given are in millimetres unless noted otherwise.
This drawing must be read in conjunction with all relevant drawings and specifications.

PRELIMINARY

A3




ALL EXCAVATIONS, SLAB AND WALL CONSTRUCTION TO BE CARRIED OUT IN MAX. 1m LONG BAYS IN "UNDERPINNING SEQUENCE. SUITABLE PROPPING TO BE PROVIDED THROUGHOUT.

# SCHEMATIC PROPOSAL

| Rev | Date | Alteration |
|---|---|---|
| | | |

MICHAEL CHESTER & PARTNERS
Consulting Civil and Structural Engineers
8 Hale Lane London NW7 3NX tel 020 8959 9119 fax 020 8959 9662

Date MAR 16
Drawn VP
Scale 1:50
Drg No 16038/05
Rev

Project
106 HIGHGATE ROAD
LONDON NW5

SECTION D-D

Do not scale from this drawing. Dimensions given are in millimetres unless noted otherwise.
This drawing must be read in conjunction with all relevant drawings and specifications.

PRELIMINARY

A3


## OS Map

0 25m 50m 100m

SCALE 1:1250


## KEY

1 Entrance
2 Patio
3 Garden
4 Hatch
5 Roof Terrace

Property Boundary

## Site Plan

N

0 1m 5m 10m 20m

SCALE 1:200

**Dimensions** Written dimensions to be taken in preference to scaled dimensions. The Contractor is responsible for checking all dimensions before work starts.

**Local Authority** All work is to be carried out to the requirements, and to the satisfaction of the Local Authority. These drawings are for planning purposes only.

**Discrepancies** Any discrepancies to be brought to the attention of Drawing And Planning Ltd. Immediately.

**REVISIONS**

| REV | DATE | DESCRIPTION | BY | CH |
|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Existing - Location Plans

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
| Feb 2017 | / | HIRFT-L001 | 1:1250 / 1:200 |

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www.drawingandplanning.com
0208 202 3665


## OS Map

0 25m 50m 100m

SCALE 1:1250


## KEY

1 Entrance
2 Patio
3 Garden
4 Hatch
5 Roof Terrace

Property Boundary

## Site Plan

N

0 1m 5m 10m 20m

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**REVISIONS**

| REV | DATE | DESCRIPTION | BY | CH |
|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Proposed - Location Plans

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
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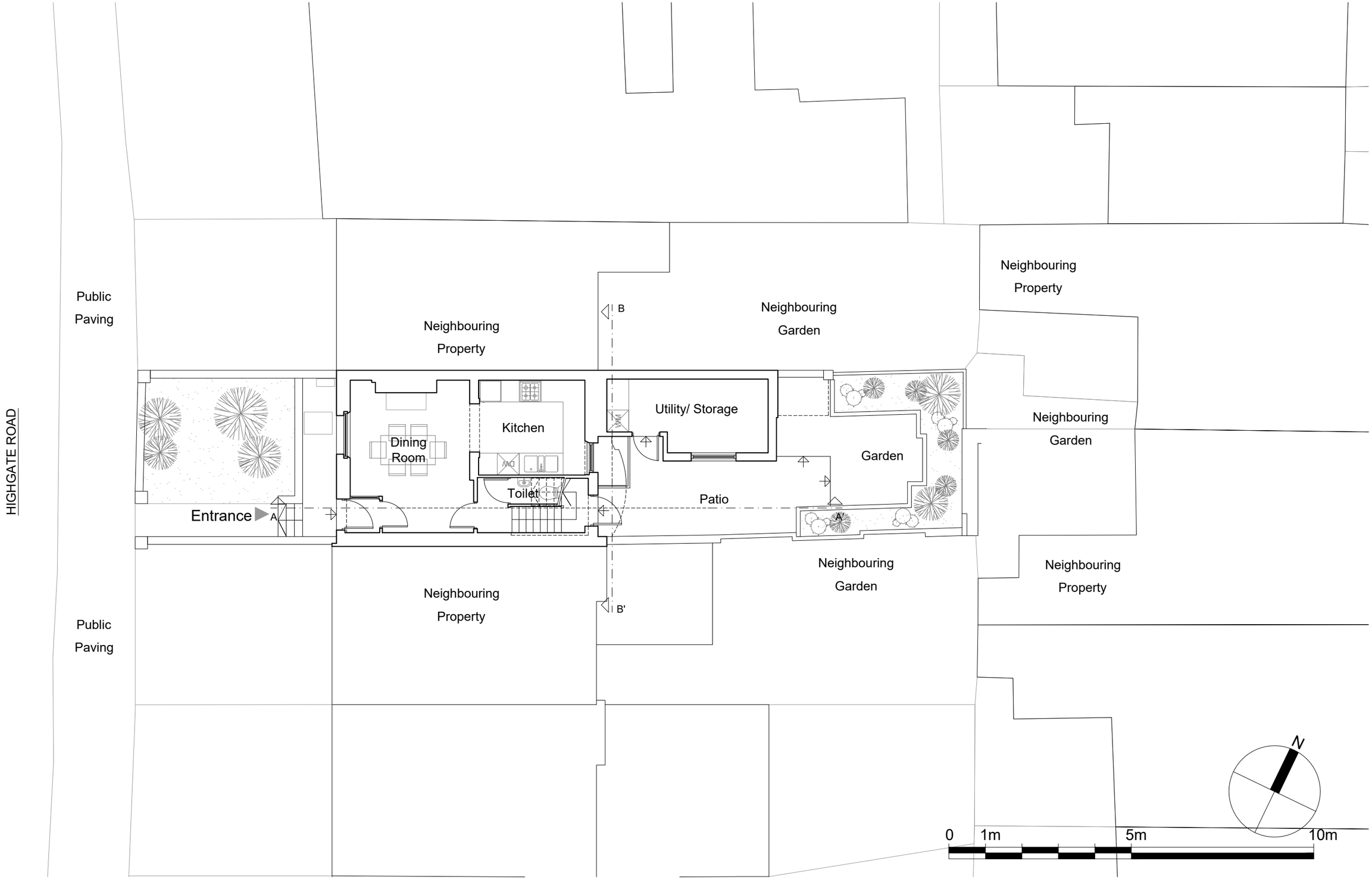


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## REVISIONS

| REV | DATE | DESCRIPTION | BY | CH |
|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Existing - Ground Floor

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
| Feb 2017 | / | HIRFT-P001 | 1:100 |

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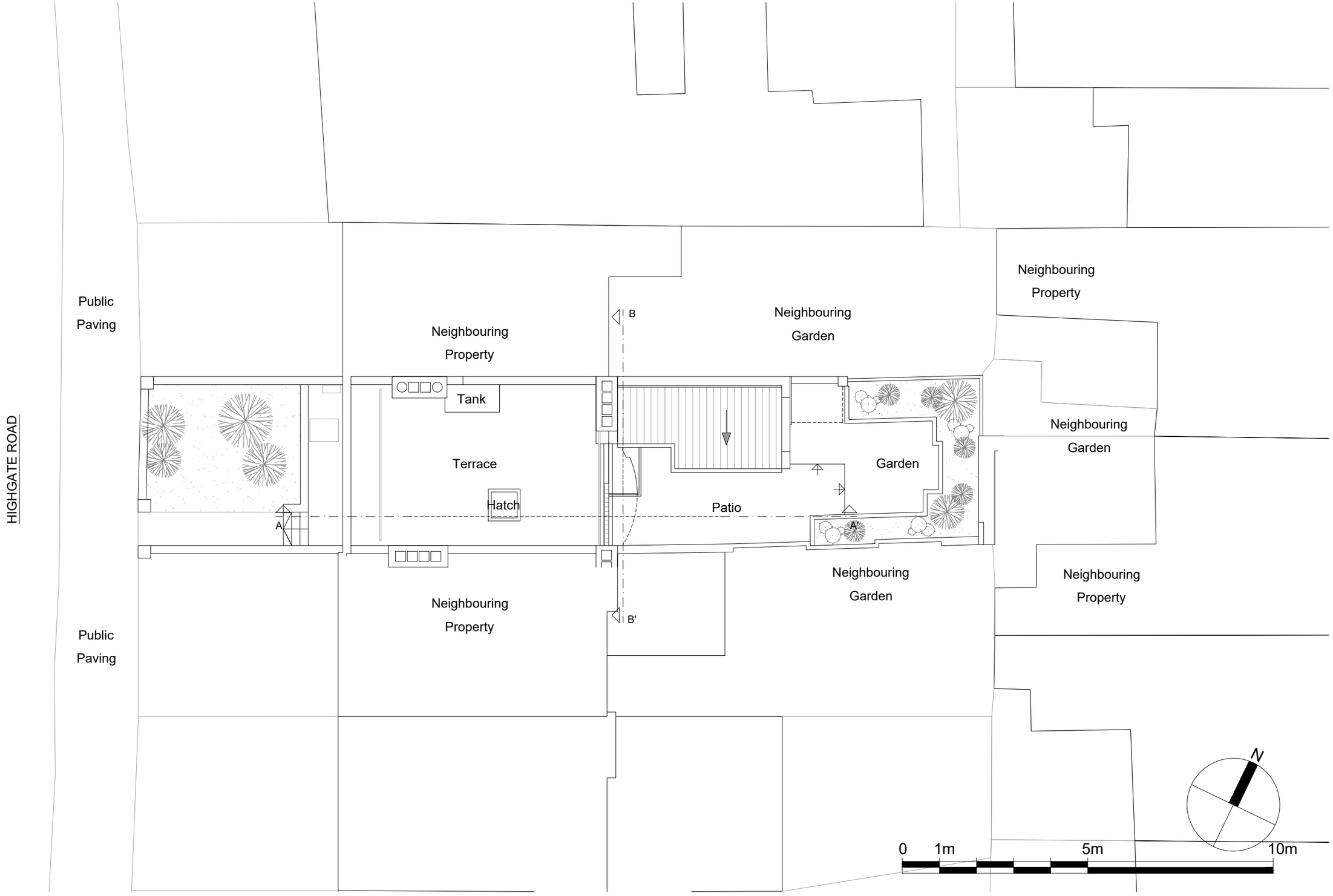


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## REVISIONS

| REV | DATE | DESCRIPTION | BY | CH |
|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Existing - Roof Plan

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
| Feb 2017 | / | HIRFT-P005 | 1:100 |

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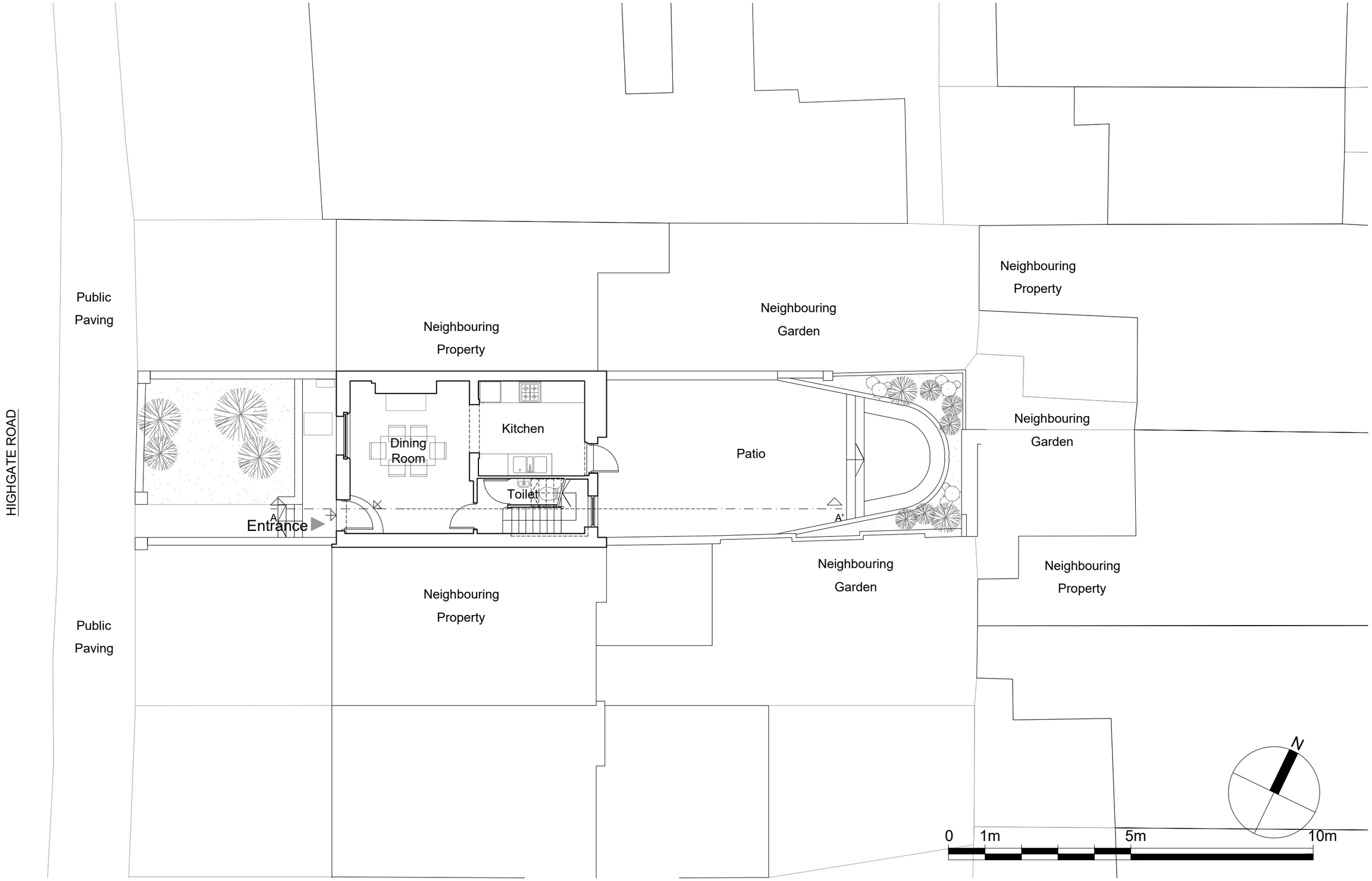


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|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Proposed - Ground Floor

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
| Feb 2017 | / | HIRFT-P201 | 1:100 |

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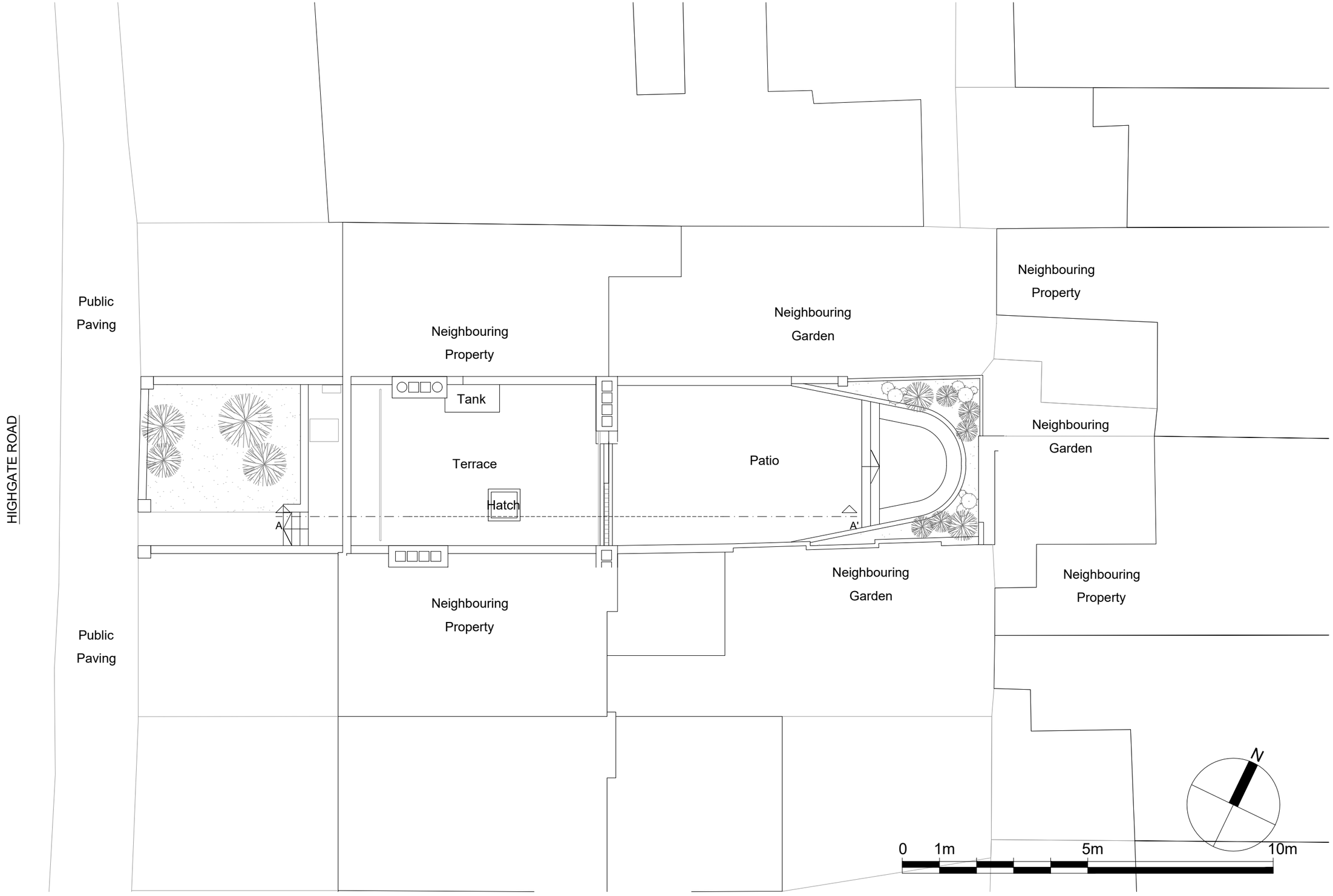


**Dimensions** Written dimensions to be taken in preference to scaled dimensions. The Contractor is responsible for checking all dimensions before work starts.

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## REVISIONS

| REV | DATE | DESCRIPTION | BY | CH |
|---|---|---|---|---|
| | | | | |
| | | | | |

**PROJECT TITLE**
106 Highgate Road, Fitzroy Terrace

**DRAWING TITLE**
Proposed - Roof Plan

**CLIENT**
Dr. Susan Michie

| DATE | REVISION | DRAWING No. | SCALE @ A3 |
|---|---|---|---|
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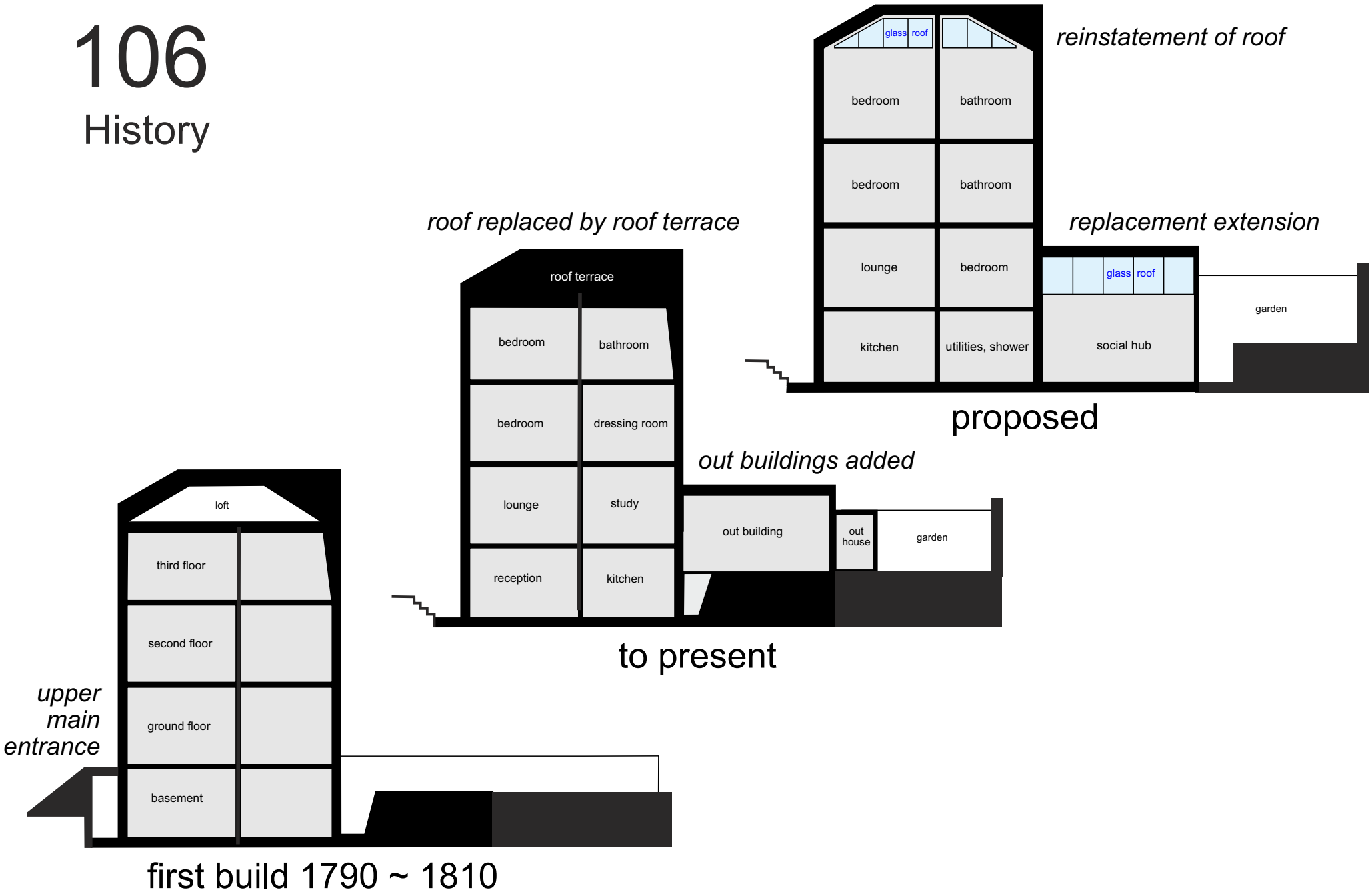
# 106

## History


reinstatement of roof
glass
roof
bedroom
bathroom
bedroom
bathroom
lounge
bedroom
kitchen
utilities, shower
replacement extension
glass
roof
social hub
garden
proposed
roof replaced by roof terrace
roof terrace
bedroom
bathroom
bedroom
dressing room
lounge
study
reception
kitchen
out buildings added
out building
out house
garden
to present
loft
third floor
second floor
ground floor
basement
upper main entrance
first build 1790 ~ 1810

# Appendix B

## Rainfall runoff calculations

## Critical Storm Duration and volume requirements

The table below presents storage volumes for the 1 in 100 year plus climate change (40%) used to assess the impact of the proposed development and calculate the required storage volumes for the critical storm duration for attenuation features, limited to a discharge rate of 0.2 l/s. According to calculations, the 4 hour storm is the critical storm duration when applying a discharge rate of 0.2 l/s (50% of the Sites existing run-off rate)

However it is acknowledged that this rate will not be feasibly practical for a vortex control/orifice control.

Table 7: Critical Storm Durations and storage requirements associated with the development

| Rainfall event duration (Hours) | Outflow to 0.2 l/s ($m^3$) | Inflow from impermeable surfaces ($m^3$) | Storage Required for Critical Storm Duration ($m^3$) |
|---|---|---|---|
| 1 | 0.72 | 5.96 | 5.24 |
| 2 | 1.44 | 7.64 | 6.20 |
| 3 | 2.16 | 8.70 | 6.54 |
| 4 | 2.88 | 9.46 | 6.58 |
| 5 | 3.60 | 10.01 | 6.41 |
| 6 | 4.32 | 10.44 | 6.12 |
| 8 | 5.76 | 11.07 | 5.31 |
| 10 | 7.20 | 11.51 | 4.31 |
| 12 | 8.64 | 11.84 | 3.20 |
| 16 | 11.52 | 12.31 | 0.79 |

The table below presents storage volumes for the 1 in 100 year plus climate change (40%) used to assess the impact of the proposed development and calculate the required storage volumes for the critical storm duration for attenuation features, limited to a maximum discharge rate of 0.05 l/s. According to calculations, the 10 hour storm is the critical storm duration when applying a discharge rate of 0.05 l/s (Greenfield QBar rate).

Table 8: Critical Storm Durations and storage requirements associated with the development

| Rainfall event duration (Hours) | Outflow to 0.05 l/s ($m^3$) | Inflow from impermeable surfaces ($m^3$) | Storage Required for Critical Storm Duration ($m^3$) |
|---|---|---|---|
| 1 | 0.18 | 5.96 | 5.78 |
| 2 | 0.36 | 7.64 | 7.28 |
| 3 | 0.54 | 8.70 | 8.16 |
| 4 | 0.72 | 9.46 | 8.74 |
| 5 | 0.90 | 10.01 | 9.11 |
| 6 | 1.08 | 10.44 | 9.36 |
| 8 | 1.44 | 11.07 | 9.63 |
| 10 | 1.80 | 11.51 | 9.71 |
| 12 | 2.16 | 11.84 | 9.68 |
| 16 | 2.88 | 12.31 | 9.43 |
| 20 | 3.60 | 12.64 | 9.04 |
| 24 | 4.32 | 12.89 | 8.57 |
| 28 | 5.04 | 13.10 | 8.06 |
| 32 | 5.76 | 13.27 | 7.51 |
| 36 | 6.48 | 13.43 | 6.95 |
| 40 | 7.20 | 13.57 | 6.37 |
| 44 | 7.92 | 13.70 | 5.78 |
| 48 | 8.64 | 13.82 | 5.18 |

# 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** | 655 | mm | FEH CD ROM (NERC, 2009) |
| **SPR** | 0.47 | N/A | Soil run-off coefficient |
| **Region** | 6 | N/A | Region on Hydrological area map |

**QBAR**

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

Where:

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

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

| | | | |
|---|---|---|---|
| $Q_{BAR(rural)}$ | = | 223.34 | l/s for 50ha site |
| Divided by 50 to scale down | = | 4.47 | l/s/ha |
| Actual Area of the entire Site | = | 0.01 | ha |

**Return Periods** (Growth curves obtained from DEFRA report)

| Return Period | | Growth Factor | l/s/ha | Peak site run-off rate (l/s) |
|---|---|---|---|---|
| **1** | **$Q_{BAR(rural)}$ x** | **0.85** | **3.80** | **0.040** |
| 2 | $Q_{BAR(rural)}$ x | 0.88 | 3.93 | 0.04 |
| 5 | $Q_{BAR(rural)}$ x | 1.28 | 5.72 | 0.06 |
| 10 | $Q_{BAR(rural)}$ x | 1.62 | 7.24 | 0.08 |
| 25 | $Q_{BAR(rural)}$ x | 2.14 | 9.56 | 0.10 |
| **30** | **$Q_{BAR(rural)}$ x** | **2.24** | **10.01** | **0.105** |
| 50 | $Q_{BAR(rural)}$ x | 2.62 | 11.70 | 0.12 |
| **100** | **$Q_{BAR(rural)}$ x** | **3.19** | **14.25** | **0.15** |
| 200 | $Q_{BAR(rural)}$ x | 3.86 | 17.24 | 0.18 |

**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) | 28.87 | 0.01 | 0.47 | 1.4 |
| 1 | 26.78 | 0.01 | 0.47 | 1.3 |
| 10 | 48.01 | 0.01 | 0.47 | 2.4 |
| 30 | 63.93 | 0.01 | 0.47 | 3.2 |
| 100 | 88.8 | 0.01 | 0.47 | 4.4 |

# Summary

| | | |
|---|---|---|
| Entire site area: | 0.011 | ha |
| Climate Change Factor | 40% | |

| | *Current* | *Proposed* |
|---|---|---|
| Permeable Surface (ha) | 0.002 | 0.002 |
| Impermeable Surface (ha) | 0.008 | 0.008 |

**1 in 1 year**

Greenfield run-off volume total: 1.32 $m^3$

| 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) ($m^3$) | 1.32 | 0.30 | 0.26 | 0.37 |
| From impermeable surfaces ($m^3$) | | 2.17 | 2.25 | 3.15 |
| TOTAL run-off produced from Site ($m^3$) | 1.32 | 2.47 | 2.51 | 3.52 |

**Difference between greenfield site and proposed +cc development ($m^3$): 2.19**

**166%**

**Difference between current and proposed +cc development ($m^3$): 1.05**

**42%**

**Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s): 0.04**

**1 in 10 year**

Greenfield run-off volume total: 2.37 $m^3$

| 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) ($m^3$) | 2.37 | 0.54 | 0.47 | 0.66 |
| From impermeable surfaces ($m^3$) | | 3.89 | 4.03 | 5.65 |
| TOTAL run-off produced from Site ($m^3$) | 2.37 | 4.43 | 4.51 | 6.31 |

**Difference between greenfield site and proposed +cc development ($m^3$): 3.93**

**166%**

**Difference between current and proposed +cc development ($m^3$): 1.88**

**42%**

**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: 3.16 $m^3$

| 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) ($m^3$) | 3.16 | 0.72 | 0.63 | 0.88 |
| From impermeable surfaces ($m^3$) | | 5.18 | 5.37 | 7.52 |
| TOTAL run-off produced from Site ($m^3$) | 3.16 | 5.90 | 6.00 | 8.40 |

**Difference between greenfield site and proposed +cc development ($m^3$): 5.24**

**166%**

**Difference between current and proposed +cc development ($m^3$): 2.50**

**42%**

**Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s): 0.11**

**1 in 100 year**

Greenfield run-off volume total: 4.39 $m^3$

| 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) ($m^3$) | 4.39 | 1.00 | 0.88 | 1.23 |
| From impermeable surfaces ($m^3$) | | 7.19 | 7.46 | 10.44 |
| TOTAL run-off produced from Site ($m^3$) | 4.39 | 8.19 | 8.34 | 11.67 |

**Difference between greenfield site and proposed +cc development ($m^3$): 7.28**

**166%**

**Difference between current and proposed +cc development ($m^3$): 3.48**

**42%**

**Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s): 0.15**

# Appendix C

## STL Sewer Report

Conveyancing searches
Indemnities
Technology

GeoSmart, No Branch
One Temple Quay
Temple Back East
Bristol
BS1 6DZ

Email: info@geosmartinfo.co.uk
Telephone: 01179229934


# Regulated Drainage & Water Search

**Property Address:**
106 Highgate Road, London, NW5 1PB

**Water Undertaker:**
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

**Sewerage Undertaker:**
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

| Date of search: | STL Reference: | Client Reference: |
|---|---|---|
| 30/05/2017 | 2057919 | 65145.02, PO: 2105 |

# Summary for Conveyancers

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

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

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

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

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

## Question 1.1

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

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

**Guidance Notes:**

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

## Question 1.2

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

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

**Guidance Notes:**

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

# Public Sewer & Water Map




- 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 STL Group 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.

## Question 2.2

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

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

**Guidance Notes:**

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

## Question 2.3

### Is a surface water drainage charge payable?

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

**Guidance Notes:**

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

## Question 2.4

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

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

**Guidance Notes:**

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

## Question 2.4.1

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

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

**Guidance Notes:**

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

## Question 2.5

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

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

**Guidance Notes:**

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

## Question 2.5.1

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

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

**Guidance Notes:**

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

## Question 2.6

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

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

**Guidance Notes:**

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

## Question 2.7

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

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However please note the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. The attached Information Accuracy Indemnity covers adverse entries at the date of this report where data is not available.

**Guidance Notes:**

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

## Question 2.8

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

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

**Guidance Notes:**

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

## Question 2.9

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

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

**Guidance Notes:**

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

## Question 3.1

Is the property connected to mains water supply?

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

**Guidance Notes:**

**The above answer is inferred from the proximity of a public water main as indicated on the enclosed map. If the inference is wrong, the attached Information Accuracy Indemnity covers an adverse entry.**
For confirmation, please refer to billing information, form TA6 or the Property Details Questionnaire which confirms connection to mains water, and information regarding whether a water meter is installed. Details of private supplies are not kept by the Water Undertaker. We recommend the situation is checked with the current owner of the property.

## Question 3.2

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

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

**Guidance Notes:**

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

## Question 3.3

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

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

**Guidance Notes:**

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

## Question 3.4

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

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

**Guidance Notes:**

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

## Question 3.5

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

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

**Guidance Notes:**

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

## Question 3.6

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

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

Thames Water Plc
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
www.thameswater.co.uk

## Question 4.1.1

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

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

Thames Water Plc
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
www.thameswater.co.uk

## Question 4.1.2

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

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

Thames Water Plc
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
www.thameswater.co.uk

## Question 4.2

Who bills the property for sewerage services?

Thames Water Plc
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
www.thameswater.co.uk

## Question 4.3

Who bills the property for water services?

Thames Water Plc
PO Box 286
Swindon
SN38 2RA
Tel: 0845 9200 888
www.thameswater.co.uk

## Question 4.4

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

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

**Guidance Notes:**

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

The average household bill is, by definition, an average across all customers. Readings taken from a water meter are used to calculate metered sewerage charges, the volume charge for sewerage services is usually based on a percentage of total water supplied. To view the above information in full please visit the Office of Water Services (OFWAT) Website: http://www.ofwat.gov.uk Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.

## Question 4.5

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

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

**Guidance Notes:**

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

# Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

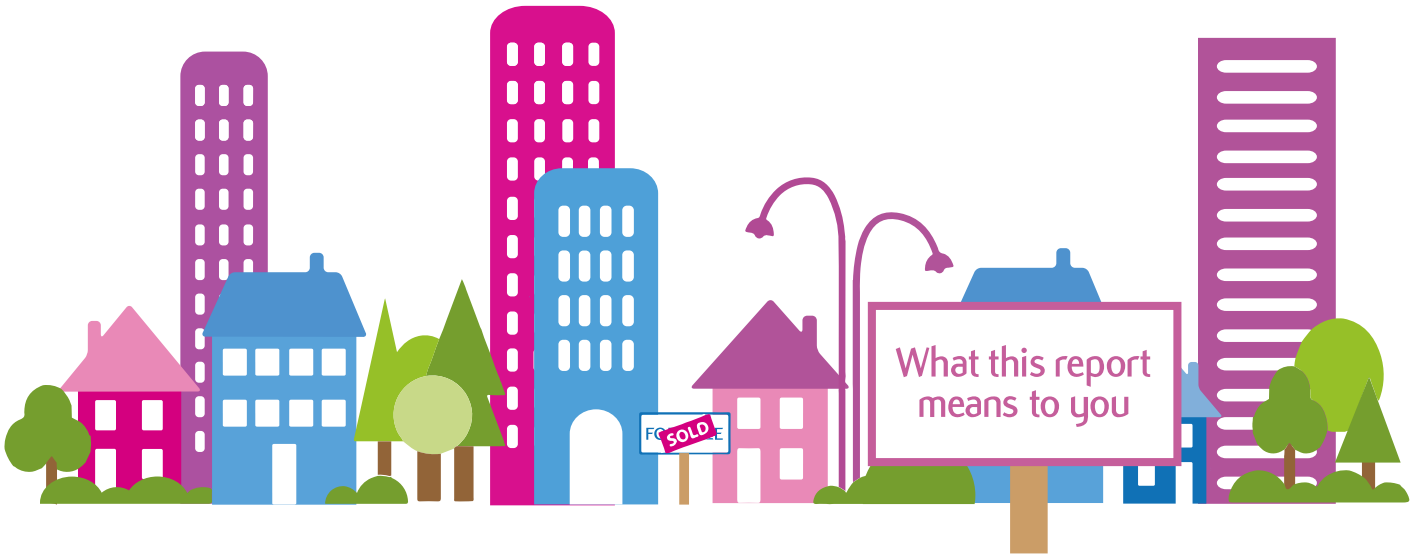
**'water main'** means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available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

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

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

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

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




# Information for Buyers

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

## Map of Public Sewers/Waterworks

| | |
|---|---|
| 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.<br><br>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.<br><br>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).<br><br>In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Water Company. |
| What is a Combined Sewer? | Combined sewers carry both foul sewage and surface water away from your property. |

## 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?**

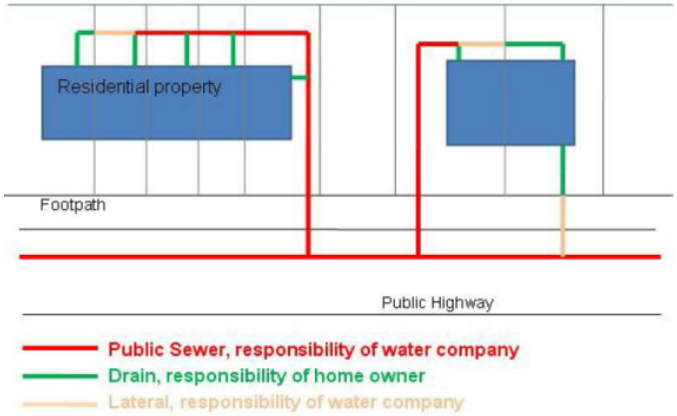
On 1 October 2011, the responsibility for many private sewers and lateral drains, which drain to a public sewer and may be located both within and beyond the property boundary, transferred to the water and sewerage companies.

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:

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. |

stewart title

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# Regulated Drainage & Water Search Information Accuracy Indemnity Block Policy

## POLICY SUMMARY

**Policy Type**
Regulated Drainage & Water Search Information Accuracy Policy

**Policy Term**
In Perpetuity from the Policy Date

**The Insurer**
Stewart Title Limited

**Insurer's Address**
6 Henrietta Street, London, WC2E 8PS

**To the Policyholder.** We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

**To the Intermediary.** We recommend this document is provided to the Insured before the conclusion of the insurance contact.

### SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:
You, or anyone acting on your behalf, must not:

1. 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
2. take or fail to take action which results in a Claim as this may prejudice your position and void the policy
3. take any steps to settle a Claim without our prior written consent.

### UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

### RIGHTS 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.

### HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by email to ukclaims@stewart.com You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

### COMPLAINTS

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 address is www.financial-ombudsman.org.uk/

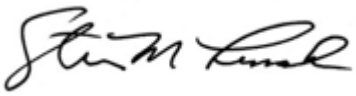
### THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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 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, London EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk

### 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

## POLICY SCHEDULE

**Policy Number**
155853

**Policy Date**
As referred to on the bordereau per Property

**Policy Term**
In Perpetuity from the Policy Date

**Property**
Each property or parcel of land which is noted on the bordereau

**Limit of Indemnity**
See Additional Policy Clause(s) section below

**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), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

**THE DEFECT**
The Insured has been provided with a Regulated Drainage & 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 Ltd

**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)
£ 2,000,000.00

**PREMIUM**
(£ inclusive of IPT)
£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 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;

**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 additional cover referred to below namely that:
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:

1. not disclosed in the Search
2. 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.
3. Any Adverse Entry which arises after the Effective Date
4. 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.

**This policy document and the bordereau form the basis of the Insured's policy and the contract between the Insured and the Insurer. Please read the documents and keep them safe.**

## COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability
d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

## 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.

## 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, 16 King Street, Covent Garden, London WC2E 8JF Account Name: Stewart Title Premium Collection Account, Sort Code 40-04-09, Account Number: 32024225 Reference:

In respect of Conditions 5, 6 and 7 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 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: 6 Henrietta Street, London, UK, WC2E 8PS.

# Important Consumer Protection Information

This search has been produced by STL Group Ltd, Orion Gate, 1st Floor, Guildford Road, Woking, Surrey, GU22 7NJ (tel: 01483 715355, fax: 01483 221854, email: info@stlgroup.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 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
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.

# STL Internal Complaints Procedure

STL 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: Julia Nightingale, Compliance Officer, STL Group Ltd, Orion Gate, 1st Floor, Guildford Road, Woking, Surrey GU22 7NJ / Tel: 01483 715355 / Fax: 01483 221854 / Email: info@stlgroup.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 10 March 2017

# STL Terms and Conditions

**1 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15 "We", "Us", "Our" and "STL" are references to STL Group Ltd a company incorporated in England and Wales with registered number 01171409 and whose registered office is situated at Orion Gate, 1 st floor, Guildford Road, Woking, Surrey GU22 7NJ. VAT number GB677241712.

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

**2 Agreement**

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

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

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order.

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

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

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

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

3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the fourteen working day period set out in clause 5.3.

**4 Price and Payment**

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

4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted). We will invoice You following the provision of the Service(s) or as otherwise notified to You at the point of order or as set out in the Literature.

4.3 STL 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, STL may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

**5 Cancellation of Services**

**This Term 5 only applies if you are a Consumer.**

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

5.2 This cancellation right does not apply:

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

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

5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.

5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to info@stlgroup.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 STL may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:

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

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

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

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

**7 Events Beyond Our Control**

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

**8 Warranties and Limitation of Liability**

8.1 Subject to Term 9 and Term 10 (as applicable), We provide warranties and accept liability only to the extent stated in this Term 8.

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

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

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

8.4.1 STL'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 STL 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 STL cannot warrant the performance of any linked internet service not operated by STL. Accordingly STL 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 STL shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.

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

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

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

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

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

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

9.2.1 Death or personal injury caused by Our negligence;

9.2.2 Fraud or fraudulent misrepresentation;

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

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

9.2.5 Defective products under the Consumer Protection Act 1987.

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

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

9.3.2 Loss or corruption of data, information or software;

9.3.3 Loss of business opportunity;

9.3.4 Loss of anticipated savings;

9.3.5 Loss of goodwill; or

9.3.6 Any indirect or consequential loss.

9.4 Subject to Term 9.2 and Term 9.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

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

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

10.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement.

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

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

10.3.1 Death or personal injury caused by Our negligence;

10.3.2 Fraud and fraudulent misrepresentation;

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

10.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

10.3.5 Defective products under the Consumer Protection Act 1987.

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

## 11 Intellectual Property Rights

11.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either STL or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

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

## 12 Insurance

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

12.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports.

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

## 13 Complaints

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

13.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk.

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

## 14 General

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

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

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

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

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

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

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

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

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

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

Revised 14 February 2017