These Terms govern the basis on which the Report is supplied and the basis upon which the Customer and the Client may order and receive the Report.

2. Definitions

2.1. ‘Apparatus’ means the sewers, disposal mains or lateral drains, water mains, resource mains or sewers or service pipes and any other pipes or conduits, whether directly or indirectly connected to the sewerage system or the water supply system or any part thereof, which are shown on the Report and/or Ownership Map.

2.2. ‘Client’ means the person who is entitled to receive the Report.

2.3. ‘Company’ means Severn Trent Property Solutions, the company producing the Report.

2.4. ‘Customer’ means the person, or on behalf of whom the Order is placed, either on its own behalf or as a representative, or on the instructions of another party.

2.5. ‘Property’ means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.

2.6. ‘Purpose’ shall have the meaning as set out in paragraph 2.1.

2.7. ‘Report’ means the drainage and/or water report prepared by the Company in respect of the Property.

2.8. ‘Scope’ means the Company’s liability to the Consumer under any Order, confirmation of Order or any other document. The scope and limitations of the Terms are described in paragraph 2 of these Terms.

2.9. ‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

2.10. ‘Undertaker’s Information’ means any information from appropriate experts and professionals should always be obtained if the Customer or the Client requires;

2.11. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.12. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.13. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.14. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.15. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.16. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.17. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.18. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.19. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

2.20. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

3. Agreement

3.1 The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions stated or implied in any communication or advertisement regarding the Report or the Company’s ability to supply any Report. The Customer is brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms under any Order, confirmation of Order or any other document. The scope and limitations of the Terms are described in paragraph 2 of these Terms.

3.2.1. ‘Property’ means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.

3.2.2. ‘Purpose’ shall have the meaning as set out in paragraph 2.1.

3.2.3. ‘Terms’ means these Commercial Basic Drainage and Water Search Terms and Conditions.

3.2.4. ‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

3.2.5. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

3.3.1. The Customer agrees to place the Order with the Company and, if applicable, the Customer agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

3.3.2. The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions stated or implied in any communication or advertisement regarding the Report or the Company’s ability to supply any Report. The Customer is brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms under any Order, confirmation of Order or any other document. The scope and limitations of the Terms are described in paragraph 2 of these Terms.

3.3.3. ‘Terms’ means these Commercial Basic Drainage and Water Search Terms and Conditions.

3.3.4. ‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

3.3.5. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

3.4.1. ‘Property’ means the address or location supplied by the Customer in the Order which satisfies one or more of the requirements set out in paragraph 2.1.

3.4.2. ‘Purpose’ shall have the meaning as set out in paragraph 2.1.

3.4.3. ‘Terms’ means these Commercial Basic Drainage and Water Search Terms and Conditions.

3.4.4. ‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

3.4.5. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

3.5.1. The Customer agrees to place the Order with the Company and, if applicable, the Customer agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

3.5.2. The Company agrees to supply the Report to the Customer and, if applicable, the Customer shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions stated or implied in any communication or advertisement regarding the Report or the Company’s ability to supply any Report. The Customer is brought to the attention of the Client on or prior to the Customer placing the Order and that the Terms under any Order, confirmation of Order or any other document. The scope and limitations of the Terms are described in paragraph 2 of these Terms.

3.5.3. ‘Terms’ means these Commercial Basic Drainage and Water Search Terms and Conditions.

3.5.4. ‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

3.5.5. ‘Undertaker’s and/or the Third Party Undertaker’s ownership’ means the ownership as a direct result of the ‘The Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011’ and which are not shown on the public sewer record at the point at which the search was completed.

4. Limitation of Liability

4.1. The Company agrees and the Customer and the Client understands that the Company agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.2. The Company agrees and the Customer understands that the Company agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.3. The Company agrees and the Customer understands that the Company agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4. The Company agrees and the Customer understands that the Company agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.5. The Company agrees and the Customer understands that the Company agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

5. Indemnity

5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Report specified by the Company, without any set off, deduction or counterclaim. For Customers or Clients with credit facilities, proof of good standing may be required. Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Company or Client.

5.2.1. If any provision of these Terms is or becomes invalid or unenforceable, it will be taken to be excluded from the rest of these Terms to the extent that it is invalid or unenforceable. No other provision of these Terms shall be affected.

5.2.2. Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Company or Client.

5.2.3. These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6. Termination

6.1. These Terms shall in any way restrict the Customer’s and/or the Client’s statutory or any other rights of access to the information contained in the Report.

6.2. The Company and the Customer agree and the Client agrees that the Company is not the Client, the Client agrees that the Company is not the Client, the Client agrees that the Company is not the Client, and the Client agrees that the Company is not the Client.

6.3. These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.4. Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Company or Client.

7. Severance

7.1. Severance Terms is a trading name of Severn Trent Property Solutions. Registered in England and Wales no.2562471 Registered office, Severn Trent Centre, 2 St John’s Street, Coventry, CV1 2LZ.