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Produced on:05 April 2023

CON29DW Commercial Drainage and Water Enquiry

The information in this document refers to:

Huntingdon

This document was ordered by:

Geodesys
Osprey House
1 Percy Road
Huntingdon
PE29 6SZ

Customer reference: commercial-plus-2023

This document was produced by: Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ. For any queries relating to this report please contact our customer services team on 0800 085 8050, quoting order reference: P2248475-1.

Interpretation of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions.

Enquiries and Responses

The records were searched by Darren Bryant (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Darren Bryant (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 27 March 2023 and completed on 05 April 2023

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 0800 085 8050, in writing to Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ or by e-mail to customer.services@geodesys.com

Our standard terms and conditions for Commercial Drainage and Water Enquiries apply to this report. They are included in this search and are available on our website.

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect these changes. Please visit <https://www.anglianwater.co.uk/services/sewers-and-drains/> for more details.



Summary of Responses

Question	Answer
1.1 Where relevant, please include a copy of an extract from the public sewer map	Map Included
1.2 Where relevant, please include a copy of an extract from the map of waterworks	Map Included
2.1 Does foul water from the property drain to a public sewer?	Yes
2.2 Does surface water from the property drain to a public sewer?	Yes
2.3 Is a surface water drainage charge payable?	See Details
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 pumping station or ancillary apparatus 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?	No
2.5.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	No
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 a 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?	Not Applicable
2.8 Is any building which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	See Details
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?	No
3.5 What is the classification of the water supply for the property?	See Details
3.6 Is there a meter installed at the property?	Yes
3.7 Please include details of the location of any water meter serving the property	See Details
4.1.1 Who is responsible for providing the sewerage services for the property?	Anglian Water Services Limited
4.1.2 Who is responsible for providing the water services for the property?	Anglian Water Services Limited
4.2 Who bills the property for sewerage services?	See Details
4.3 Who bills the property for water services?	See Details
5.1 Is there Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?	No
6.1 Is there a wayleave/easement agreement giving the water and/or sewerage undertaker the right to lay or maintain assets or right of access to pass through private land in order to reach the Company's assets?	No
6.2 On the copy extract from the public sewer map please show manhole cover, depth, and invert levels where the information is available.	See attached where applicable



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Geodesys is a trusted brand providing a full range of conveyancing searches for residential and commercial properties throughout England and Wales.

Geodesys, a trading name of Anglian Water Services Limited, is responsible in respect of the following:

- (i) any negligent or incorrect entry in the records searched.
- (ii) any negligent or incorrect interpretation of the records searched.
- (iii) any negligent or incorrect recording of that interpretation in the search report.
- (iv) compensation payments.

Professional Standards



As members of DWSN, the industry body for companies that compile responses to the Law Society's CON29DW, we comply with DWSN's Standards that provide consumer protection and ensure best practice.



Geodesys have a robust complaints procedure in place. If we cannot resolve your complaint or have failed to comply with our process, you may refer your complaint under The Property Ombudsman scheme (TPOs). Further information can be found in Appendix 3.

Private Sewer Transfer

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (schemes for Adoption of Private Sewers) Regulations 2011. As part of this change of ownership, from 1 October 2016, many private pumping stations will also become the responsibility of Anglian Water. The contents of this search may not reflect these changes. Please visit <https://www.anglianwater.co.uk/services/sewers-and-drains/> for more details. Further information is also supplied in Appendix 2.

Mapping Services

Through our sister brand, digdat, we also offer an online mapping service providing:

1. Ordnance Survey maps (ideal for unregistered land);
2. Location plans of underground assets for various utilities including Anglian Water and Hartlepool Water.



Find out more at www.digdat.co.uk

Question 1.1 Where relevant, please include a copy of an extract from the public sewer map

Answer A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

Informative Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. Anglian Water Services Limited is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system. Assets other than public sewers may be shown on the copy extract for information.

Question 1.2 Where relevant, please include a copy of an extract from the map of waterworks

Answer A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

Informative The map of the waterworks has been supplied by:
Anglian Water Services Limited
Lancaster House
Lancaster Way
Huntingdon
Cambs
PE29 6XU
Tel: 03457 145 145
www.anglianwater.co.uk
The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only.
Water companies are not responsible for private supply 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, please refer to Question 23.
The enclosed extract of the public water main record shows known public 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.

Question 2.1 Does foul water from the property drain to a public sewer?

Answer Records indicate that foul water from the property drains to a public sewer.

Informative Anglian Water Services Limited is not responsible for any private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 2.2 Does surface water from the property drain to a public sewer?

Answer Records indicate that surface water from the property drains to a public sewer.
If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the local authority.

Guidance Notes Anglian Water Services Limited is not responsible for private drains and 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.
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 company tel: 0800 169 3271.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
Details can be obtained from Anglian Water Services Limited, telephone 0800 169 3271 or visit :
www.anglianwater.co.uk/household/your-account/bills-and-payments/tariffs/surface-water-drainage.aspx
For further information on surface water drainage, please visit the Ofwat website;
www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage

Question 2.3 Is a surface water drainage charge payable?

Answer Records indicate that a surface water drainage charge is payable for the property. The amount charged is specific to the current use of the property and existing arrangements with the Retailer.

Informative Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, an application can be made your retailer to end future surface water charges by contacting them directly. Further information can be found on retailers by visiting the Open Water website:
<http://www.open-water.org.uk/for-customers/find-a-supplier/suppliers/water-and-wastewater-retailers/>

Question 2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, on 1 October 2011, private sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore there may 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.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary may restrict further development. Anglian Water 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. Sewers 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.

Question 2.4.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?

Answer The public sewer map included indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Informative Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement. Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance. Further information can be found on the pumping station adoption in the appendices of the CON29DW.

Question 2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

Answer The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property. However, on 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

Informative The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer. Sewers 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.

Question 2.5.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?

Answer The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Informative Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement. Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance. Further information can be found on the pumping station adoption in the appendices of the CON29DW.

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?

Answer The property is part of an established development and is not subject to an adoption agreement.

Informative This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities. 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. Our 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 a 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?

Answer The company's records confirm that there is not a statutory agreement or consent in respect of building over/near a public sewer at this property. For historical reasons the company may not be aware of some agreements or consents which have been entered into by the local authority. Whilst an 'agreement' may not exist, current Building Regulation guidance permits building over/near sewers in certain circumstances. Consent without an agreement may have been issued by Anglian Water or independently by the Building Control Body. As long as the extension has a valid building regulations certificate then this should prove adequate assurance to the purchaser.

Informative Anglian Water Services Limited is obliged to maintain its sewers. If any problem were to arise, Anglian Water Services Limited would investigate the problem and 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. In advance of any problem it is difficult to predict the effect the works would have on the property. Similarly, the position as to liability of both the property owner and Anglian Water Services Limited would need to be ascertained. On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development 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?

Answer The property is not recorded as being at risk of internal flooding due to overloaded public sewers. On 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which Anglian Water may not be aware of. For further information it is recommended that enquiries are made of the vendor as to any previous flooding occurrences.

Informative 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 has included in its Register of properties at risk of sewer flooding. These are defined as properties that have suffered 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 Flood 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 Anglian Water Services Limited. This report excluded flooding from private sewers and drains and Anglian Water Services Limited makes no comment upon this matter. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

Question 2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works

Answer The nearest sewage treatment works is 3.91 kilometres to the South East of the property. The name of the sewage treatment works is HUNTINGDON (GODMANCHESTER) STW (Anglian Water Services).

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated. The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted, therefore, that there may be a private sewage treatment works closer than the one detailed above that has not been identified.

Question 3.1 Is the property connected to mains water supply?

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

Question 3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.

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?

Answer Records confirm 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.

Informative This enquiry is of interest to purchasers of properties who will want to know whether or not the property will be linked to the mains water supply. Please note this could relate to a piece of land and is not subject to an adoption agreement.

Question 3.4 Is this property at risk of receiving low water pressure or flow?

Answer Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

Informative "Low water pressure" means water pressure below the reference level which is the minimum pressure when demand on the system is not abnormal. We maintain a Low Pressure Register of properties that are at risk of persistently receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level).
The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook.
Allowable exclusions: The Company includes in the Low Pressure Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. We exclude properties which are affected by low pressure only on those days with the highest peak demands. During the report year we may exclude, for each property, up to five days of low pressure caused by peak demand.
Planned maintenance: We do not report low pressures caused by planned maintenance.
One-off incidents: This exclusion covers low pressure incidents caused by one-off events: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third part.
Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year.

Question 3.5 What is the classification of the water supply for the property?

Answer The water supplied to the property has an average water hardness of 112.670400mg/l which is defined as Hard by Anglian Water Services Limited.

Informative Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.

Classification	Calcium (mg/l or ppm)	Calcium Carbonate (mg/l or ppm)	Degrees Clark	Degrees French	Degrees German	mmol/l (Millimoles of ca/l)
Hard	112.670400	281.676000	19.717320	28.167600	15.773856	2.816760

Question 3.6 Is there a meter installed at the property?

Answer Records indicate that there is a meter(s) installed at the property.

Informative Water and sewerage charges are determined by agreement between the current owner/occupier of the site/property and the incumbent Retailer. Further relevant enquiries should be sought from the Vendor. Fees may be applicable for the installation of a water meter at the property. Enquiries in relation to future charging of services on occupancy of the premise should be made with the existing Retailer. For further information in relation to potential retailers for water and sewerage services, please visit: <http://www.open-water.org.uk/>

Question 3.7 Please include details of the location of any water meter serving the property

Answer Records indicate that the property is served by a water meter, which is located within a building within the property, and in particular is located SHOP W.C. BOTTOM OF 2.

Question 4.1.1 Who is responsible for providing the sewerage services for the property?

Answer Anglian Water Services Limited
Lancaster House
Lancaster Way
Huntingdon
Cambs
PE29 6XU
Tel: 03457 145 145
www.anglianwater.co.uk

Question 4.1.2 Who is responsible for providing the water services for the property?

Answer Anglian Water Services Limited
Lancaster House
Lancaster Way
Huntingdon
Cambs
PE29 6XU
Tel: 03457 145 145
www.anglianwater.co.uk

Question 4.2 Who bills the property for sewerage services?

Answer If you wish to know who bills for sewerage services at the property, then please make enquiries with the Developer, Vendor or Land Agent.
For a list of all potential Retailers for sewerage services, please visit: <http://www.open-water.org.uk>

Question 4.3 Who bills the property for water services?

Answer If you wish to know who bills for water services at the property, then please make the relevant enquiries with the Developer, Vendor or Land Agent.
For a list of all potential Retailers for water services, please visit: <http://www.open-water.org.uk>

Question 5.1 Is there Consent, on this property, to discharge Trade Effluent under S118 of the Water Industry Act (1991) into the public sewerage system?

Answer Records indicate that there are no trade effluent consents relating to this site/property.

Informative The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements.
If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.
The occupier of any trade premises in the area of Anglian Water Services Limited may only discharge any trade effluent proceeding from those premises into Anglian Water Services Limited's sewers if he does so with Anglian Water Services Limited's consent.
Please note any existing consent is dependant on the business being carried out at the property and will not transfer automatically upon change of ownership.
To view trade effluent consents and/or our database for free please contact the following: Environmental Standards Team, Environmental Regulation, Lancaster House, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU or email: wsctradeeffluent@anglianwater.co.uk. Alternatively, you may request in writing document copies and/or extracts from our database for a fee.
The charges for the provision of this service are as follows: 10 pence per sheet for photocopying, and/or 25 pounds per hour, or a fraction thereof, for dealing with the enquiry. Note: VAT does not apply for this service.

Question 6.1 Is there a wayleave / easement agreement giving the water and / or sewerage undertaker the right to lay or maintain assets, or right of access to pass through private land in order to reach the company's assets?

Answer Records indicate that the property is not subject to such an agreement.

Informative This question relates to private agreements between Anglian Water acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement. If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer 'yes' to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects. We refer to 'defined' assets for the following reasons: Often a contract may give Anglian Water an expressed right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although Anglian Water may need to rely on them from time to time, as we cannot map the rights accurately, we will answer 'no' to this question. Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report. Any error in answering this question is not to be regarded as a waiver of Anglian Water's rights or title, or an agreement or representation that Anglian Water is prepared to vary or discharge any of its rights or title.

As a general rule, easement widths are as follows:

Pipe Diameter	Width or Strip
Up to 149mm	4.5m
150 - 449mm	6.0m
450 - 749mm	9.0m
750 and above	12.0m

If you require a copy of an agreement please contact Savills, Trinity Court, Trinity Street, Peterborough, PE1 1DA. A fee may be charged for this service. Please quote the date of the Report plus the Report Reference. You may also make contact either by telephone on 01733 209932 or by email to AWSEstates@savills.com

Question 6.2 On the copy extract from the public sewer map please show manhole cover, depth, and invert levels where the information is available.

Answer See attached where applicable

Appendix 1: General Interpretation

(1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from 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 any buildings or yards appurtenant to buildings within the same curtilage;

"easement" means the rights relating to a pipe or pipes granted to the water undertaker or sewerage undertaker by an agreement. This is to be distinguished from statutory rights arising from the service of a statutory notice;

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"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 (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"non-household premises" means premises used, or intended for use, for commercial purposes;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) 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(h), 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(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"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;

"trade effluent" means any effluent which is wholly or partly produced in the course of any trade or industry carried on at trade premises;

"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" 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; and

"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.

(2) In this Schedule, 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.

(a) 1991 c.56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c.15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2: Some things you should know...

Private Sewer Transfer

In October 2011, Anglian Water became responsible for looking after many sewers and pipes that take used water from your toilets and sinks. This was due to a change in the law.

If your client's property is connected to the public sewer system, Anglian Water are now responsible for the pipes that are outside the boundary of the property and, depending on the property type, they may be responsible for pipes inside the boundary.

Simply put, Anglian Water became responsible for an estimated 23,500km of additional sewers and drains which were previously looked after and maintained by our customers. To put that in context, it is an increase of 60 percent on what Anglian Water already owned.

Previously if there was a blockage in a sewer outside the boundary of the homeowners property, but connecting to the main sewer, the homeowner was probably responsible for sorting it out

Now, the homeowner is only responsible for pipes that are inside the property boundary that take the used water for recycling. To find out more visit <https://www.anglianwater.co.uk/services/sewers-and-drains/>, or call 0845 026 5232.

Who should unblock or report a drain or sewer?

If there is a blockage or a repair is needed to a pipe, that is not connected to the sewers, or is within the boundary and only serves that property, then the homeowner is responsible for it.

If the problem is with a section of pipe that takes water from more than one property and connected to the public sewer system, it is the responsibility of Anglian Water. Please contact the team on 03457 145 145.

Sewers owned by Anglian Water

For sewers that have been adopted as a public sewer, or were built before 1 October 1937, then Anglian Water is responsible for sorting it out. Please call to report it on 03457 145 145.

More information about sewers and drains is available on the Anglian Water website.

The picture below shows examples of responsibility for different property types.



Terraced properties

It is common for terraced properties to have a public sewer passing within the property boundary. The only section of the sewer which would remain private is the end of the terrace where the run of the sewer would begin. Where the sewer is shared, the water company would be responsible for the maintenance. The property owner would only be responsible for the lateral drain leading to the public sewer.

Semi-detached

The majority of semi-detached properties will share a connection. The section of the sewer which serves both properties will have been transferred into the ownership of the water company.

Detached

These property types are most likely to connect directly to the public sewer. It is very unlikely that assets within the boundary of the property would be transferred into the ownership of the water company. The homeowner would be responsible for the connection up to the property boundary.

Apartment/Flats

Shared drainage systems within a property curtilage will remain private. Any drains and sewers outside the boundary will have been transferred.

Pumping Stations

After 1 October 2016, many private pumping stations became the responsibility of Anglian Water Services.

Anglian Water Services are currently assessing each of these eligible pumping stations and carrying out detailed surveys and any necessary repairs. Details of power supply for the station will also be required to transfer the billing across to Anglian Water Services.

If the station serves two or more properties, then it is eligible to transfer. A pumping station which serves a single property is exempt from the transfer and will generally remain private unless it is situated on third-party land.

Once Anglian Water Services identify a station to adopt, they will write to the homeowner(s) to inform them of their intention to adopt which will include waivers of consent.

Many industrial or commercial pumping stations will remain privately owned too on the basis that they are situated on a single site in what is deemed to be a single curtilage.

Maintenance of pumping stations is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.

For further information on the private sewer transfer and pumping station adoption, please visit:

<https://anglianwater.co.uk/household/water-recycling-services/private-sewers-and-lateral-drains.aspx>

SuDS (Sustainable Drainage Systems)

SuDS are an alternative way to manage surface water by reducing or delaying rainwater run-off.

SuDS manage rainfall by replicating what happens in nature. They prevent many of the problems caused by surface water run-off from development by reducing the impact of excessive quantities of water flow. They aim to mimic the way rainfall drains naturally rather than conventional piped methods, which cause problems such as flooding, pollution or damage to the environment.

Since April 2015, SuDS should be considered as part of the planning process on all major developments consisting of 10 or more properties. SuDS can be provided in a number of ways including swales, retention ponds and underground storage.

Ponds and detention basins provide areas for surface water to run off into, while permeable paving on driveways can absorb it, limiting the flow into nearby drains and easing the pressure on the sewer network. Swales are shallow, broad, vegetated channels designed to store surface water run-off and remove pollutants.

Further information in relation to the charging and maintenance of SuDS can be found in question 3.3 in the Local Authority search or the developer of your property.

Anglian Water Services promote the use of SuDS as a sustainable and natural way of controlling surface water run-off.

A guide on who looks after what...

Although it is often interconnected, our regions network of drains and sewers is managed and maintained by a number of different organisations and agencies.

Some useful contacts:

For supply queries

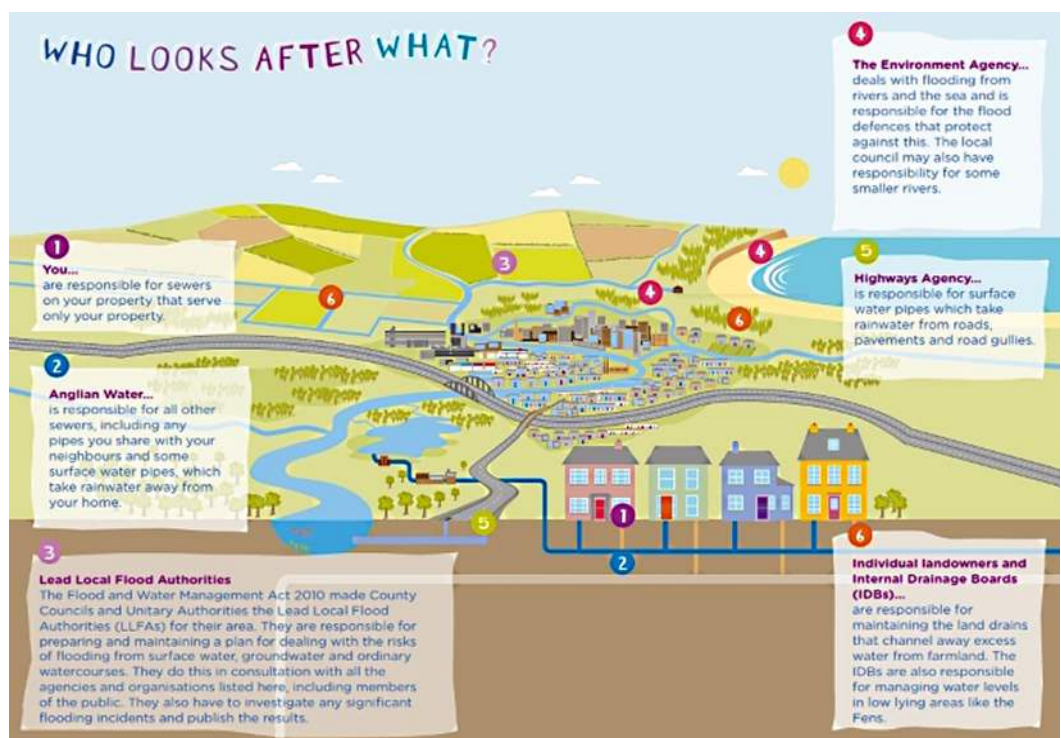
Water and sewerage queries, interruption to services and emergencies

03457 145 145

24/7 service

In Your Area

Select the [link](#) to get the latest updates on repairs, incidents or planned work in your area.



Appendix 3: Important Consumer Protection Information

This search has been produced by Geodesys, a trading name of Anglian Water Services Ltd. Our address is - Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ. To contact us - Tel 0800 085 8050 or email customer.services@geodesys.com

Geodesys Complaints Process

Whilst we make every effort to ensure that all our searches are accurate and dispatched in a timely way, we understand that occasionally things may not go as planned. We will always try to resolve a query or complaint immediately. If for some reason this isn't possible or you are not happy with the course of action taken by us, you can request that we escalate the issue internally or refer your complaint to an independent third party.

If:

- it is not possible to resolve your complaint immediately, we will take all the details, investigate your complaint and respond within 5 working days.
- it is a complex issue requiring more time, we will still contact you within 5 working days to update you with our progress.
- you would like us to liaise with a third party who is acting on your behalf, let us know.
- we do not contact you within 5 working days of you raising the complaint, you are entitled to £50 compensation.
- we consider your complaint to be justified we will :
 - Refund your search fee.
 - Provide you with a revised search.
 - Take all action within our control to put things right.
 - Keep you informed at all times.
- we cannot resolve your complaint or have failed to comply with the complaints procedure you can :
 - Let us know and we will escalate your complaint
 - Refer the issue to an independent body such as TPOs. (See below)

Geodesys is a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products.

For more information please visit www.dwsn.org.uk.

The DWSN Standards are:

- Promotion of best practice and quality.
- Maintain adequate insurance.
- Display the appropriate logos to signify high standards.
- Respond to complaints in a timely fashion and provide an appropriate escalation procedure.
- Comply with all applicable UK legislation, regulations and industry standards.
- Act in a professional and honest manner and provide a service with due care and skill.

The Property Ombudsman scheme (TPOs)

If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:

- a small business (or group of companies) with an annual turnover of less than £3 million;
- a charity with an annual income of less than £3 million;
- a Trust with a net asset value of less than £3 million.

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55
Milford Street
Salisbury
SP1 2BP

Telephone:
Fax:
Website:
Email:

01722 333306
01722 332296
www.tpos.co.uk
admin@tpos.co.uk

Appendix 4: Terms and Conditions

1 Introduction

- 1.1 These Terms set out the terms which will apply in respect of any Orders You place with us for a Report (as defined in clause 2.1 below)
- 1.2 These Terms may need to be amended from time to time and have a publication date which will be updated when any changes are made. Every time You wish to place an Order, please check these Terms to ensure You understand the terms which apply at that time, as they may have changed since any earlier order You may have placed.
- 1.3 If You do not accept these Terms You must not place any Orders with us.
- 1.4 If You are trading as a business, it is also Your responsibility to ensure that prior to placing an Order on behalf of a Client, that You make Your Client aware of the Terms, and that they accept Them.

2 Interpretations & Definitions

- 2.1 In addition to any defined terms, the following words shall have the following meanings:
 - (a) "Commercial Property" means the address(es) or location(s) of a commercial property provided by You when You place an Order.
 - (b) "Report" means either the report known as the "CON29DW Commercial" or the report known as "CON29DW Commercial PLUS" prepared by us providing drainage and water information in relation to a Commercial Property.
 - (c) "Client" means the person, company or body (including where required, their mortgage lender) for whom You have agreed to supply one or more Reports in the normal course of Your business.
 - (d) "Map" means any Ordnance Survey map (and any data contained therein) provided as part of the Services.
 - (e) "Order" means any request for a Report made by You to us.
 - (f) "Terms" means these terms and conditions for CON29DW Commercial and CON29DW Commercial PLUS enquiries and General Terms means any general commercial terms in effect between the parties.
 - (g) "You" and "Your" means the person, firm or company requesting the provision of property-related and company search information and reports from us.
 - (h) "We", "Our" and "Us" means Anglian Water Services Ltd trading as Geodesys being a company registered in England and Wales with company number 2366656, and whose registered office address is at Lancaster House, Lancaster Way, Huntingdon. PE29 6XU, and whose principle place of trading is at Osprey House, 1 Percy Road, Huntingdon. PE29 6XU.
 - (i) "Website" means www.geodesys.com
 - (j) "Services" means the provision of a Report.

3 Placing Orders and our Agreement

- 3.1 Your Order constitutes an offer by You to purchase Report(s) from us.
- 3.2 When You place an Order, You will receive an e-mail from us acknowledging that we have received Your Order but this does not mean we have accepted Your Order.
- 3.3 We may choose not to accept Your Order, but on the rare occasion that this may occur, we will aim to notify You within 48 hours. For the avoidance of doubt, no contract will exist between Us until we have expressly accepted Your Order.

4 Cancellation rights

- **As a consumer**
- 4.1 Where You are an individual consumer (and not acting for purposes wholly or mainly relating to Your trade, business, craft or profession), You have specific legal rights relating to cancellation of any Order You may place. You may cancel Your Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period")
- 4.2 To exercise the right to cancel, You must tell us of Your decision to cancel this contract by a clear statement.
- 4.3 Where You are ordering a Report as a consumer, due to Your cancellation rights, we will not process Your Order or provide the Report to You before the end of the Cancellation Period unless You provide Your express consent and You acknowledge that You will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.
- 4.4 In addition to these rights, where we are able to, we will cancel any Order in accordance with our cancellation policy, which can be found on our Website.
- **As a Business**
- 4.5 The Cancellation Period does not apply to Your Order if You are placing the Order wholly or mainly for purposes relating to Your trade, business, craft or profession.
- 4.6 If You cancel Your Order other than in accordance with this clause You may be liable for fees as detailed in our cancellation policy at: www.geodesys.com

5 The Report

- 5.1 We will prepare the Report using the Commercial Property details You provide at the time You place Your Order. The Report You receive will rely on the accuracy, completeness and legibility of the address and/or plans You supply with Your Order.
- 5.2 The Report is produced only for use in relation to Commercial Properties, development or land which require the provision of drainage and water information and cannot be used for residential properties, development of land or any property to be developed as a single, residential, domestic property. Where You require a report for a residential property, You can order a different report from us, and different terms shall apply.
- 5.3 The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose (including the potential and/or suitability for any other connections to be made to existing services).
- 5.4 As You may expect, the information contained in the Report can change on a regular basis so we cannot be responsible to You or if You are trading as a business to Your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).
- 5.5 The Report does not give details about the actual state or condition of the Commercial Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Commercial Property for any particular purpose, or be relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 5.6 We will send the Report to the address You have provided in Your Order, including an email address for online Orders.
- 5.7 You agree only to use the Report for the purpose for which it is supplied in accordance with these Terms.
- 5.8 Where we accept Your Order:
 - (a) we will provide the Services with reasonable skill and care; and
 - (b) Your Order will be fulfilled within a reasonable period.

- 5.9 In providing the Report, we will comply with all laws and regulations which apply to the provision of the Report including ensuring that we have all the necessary licences and permissions, including intellectual property rights to provide the Report.
- 5.10 It is Your responsibility to ensure that Your Order, and the Report meet Your requirements if You are trading as a business the requirements of Your Client.
- 5.11 In providing You with this Report, we will comply with the Drainage & Water Searches Network (DWSN) Standards.

6 Disclaimers with regard to the Reports

- 6.1 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus. Please be aware of specific disclaimers included in the Maps.

7 Intellectual Property Rights

- 7.1 The Report You receive is confidential and is intended for:
 - (a) Your own internal or personal purposes and/or
 - (b) where You are trading as a business, the personal use of Your Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.
- 7.2 We grant You a non-exclusive and non-transferable licence:
 - (a) to make copies of the Reports (except the Map) for Your own internal purposes;
 - (b) to incorporate the Reports (other than the Map) into any written advice You provide in the normal course of Your business; and
 - (c) to disclose the Reports, where You are trading as a business, in the normal course of Your business to:
 - i) Your Client; and or
 - ii) anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and their professional advisers.
- 7.3 You must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.
- 7.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by us and/or our licensors.
- 7.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither You nor anyone You provide the Report to may reproduce the Maps without paying for a separate licence from Ordnance Survey.
- 7.6 No intellectual or other property rights are transferred or licensed to You or where You are trading as a business to Your Client or any other person except to the extent set out in these Terms.
- 7.7 You agree to compensate us against any losses, costs, claims, damages and/or expenses which we incur and/or suffer as a result of any breach of any intellectual property rights or obligations (set out in any of the Terms) by You, or where You are trading as a business to Your Client or any party to whom You provide a copy of the Report.

8 Additional Intellectual Property Right Provisions

- 8.1 The enquiries in the Report are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose which is not expressly set out in these Terms.
- 8.2 The answers and information in the Report are protected by copyright by the Anglian Water Services Ltd trading as Geodesys

9 Liability

- 9.1 This paragraph sets out the exclusions to and limitations on our liability to You and if You are trading as a business to Your Client.
- 9.2 We will not be liable to You (and/or if You are trading as a business to Your Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:
 - (a) if we do not accept Your Order,
 - (b) for any inaccuracies, mistakes or omissions in the Reports unless any such liability arises as a direct consequence of our negligence.
- 9.3 Notwithstanding the above, nothing affects any party's liability for:
 - (a) death or personal injury arising from its negligence,
 - (b) liability for fraud or fraudulent misrepresentation and / or
 - (c) any other liability which cannot be excluded or limited under applicable law.

10 Additional Provision relating to our Liability to You for the Report

- 10.1 Subject to clause 9.3, our total liability to You and/or if You are trading as a business to Your Client, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms and/or the provision of a Report limited to 10 million pounds (£10,000,000) in aggregate.

11 Customer Complaints Procedure

- 11.1 Geodesys offer a robust complaints procedure which can be found here www.geodesys.com
- 11.2 If Your complaint has gone through our complaints procedure and You are dissatisfied with the response or it has exceeded our response timescales, You may refer Your complaint for consideration under The Property Ombudsman Scheme (TPOs). The Ombudsman can award up to £25,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience. You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk

12 General

- 12.1 These Terms (and any General Terms or other documents referred to herein) are the only terms and conditions that shall apply to any Order and the provision of a Report by us to You and shall constitute the entire agreement between You and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to such Report.
- 12.2 Any dispute or claim arising out of or in connection with these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute (including any non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 12.3 If there is any conflict or inconsistency between the provisions of these Terms and any other General Terms, the provisions of these Terms shall prevail.
- 12.4 In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and these Terms, then these Terms shall prevail.
- 12.5 Where You are acting wholly or mainly in the normal course of Your trade, business, craft or profession Your Client is entitled to the benefit of these Terms. Save as provided in clause 12.6.
- 12.6 It is not intended that any other person who is not a party to these Terms has any right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Act 1999