The Customer the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied

**Definitions**
- 'Order' means any request completed by the Customer requesting the Report.
- 'Report' means the drainage and/or water report prepared by The Company in respect of the Property.
- 'Property' means the address or location supplied by the Customer in the Order.
- 'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.
- 'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property
- ‘Purchaser” means the actual or potential purchaser of the Property including their mortgage lender.

**Agreement**
1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.

1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

**The Report**
2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Client or the Purchaser for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or 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.

2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.

2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer the Client and the Purchaser The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 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.

**Liability**
3.1 The Company shall not be liable to the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company’s reasonable control or the acts or omissions of any party for whom The Company are not responsible.

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company’s entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

3.4 The Company shall accept liability for death or personal injury arising from its negligence.

**Copyright and Confidentiality**
4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.

4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.

4.3 The Customer the Client and the Purchaser agree (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 maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The Customer the Client and the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

**Payment**
5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

**General**
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

6.3 Nothing in these terms and conditions shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 These terms and conditions may be enforced by the Customer the Client and the Purchaser

These Terms & Conditions are available in larger print for those with impaired vision.
Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of Thames Water Utilities Ltd until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. Thames Water does not accept post-dated cheques—any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL’s terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law ‘The Late Payment of Commercial Debts (Interest) Act 1998’.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at the discretion of the company for increased administration costs.

A copy of Thames Water’s standard terms and conditions are available from the Commercial Billing Team (TW.cashoperations@npower.com).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0845 9200 800.

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to him at: Thames Water Utilities Ltd. PO Box 492, Swindon, SN38 8TU.

If the Goods or Services covered by this invoice falls under the regulation of the 1991 Water Industry Act, and you remain dissatisfied you can refer your complaint to WaterVoice Thames on 0845 758 1658 (it will cost you the same as a local call) or write to them at 4th Floor (South), High Holborn House, 52-54 High Holborn, London WC1V 6RL.

Ways to pay your bill

| **By Post** – Cheque only, made payable to 'Thames Water Utilities Ltd’ writing your Thames Water account number on the back. Please fill in the payment slip below and send it with your cheque to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW | **By BACS Payment** direct to our bank on account number 90478703, sort code 60-00-01 may be made. A remittance advice must be sent to Thames Water Utilities Ltd., PO Box 223, Swindon SN38 2TW. Or fax to 01793 424599 or email: cashoperations@thameswater.co.uk | **Telephone Banking** By calling your bank and quoting your invoice number and the Thames Water’s bank account number 90478703 and sort code 60-00-01 | **By Swift Transfer** You may make your payment via SWIFT by quoting NWBKGB2L together with our bank account number 90478703, sort code 60-00-01 and invoice number |

Thames Water Utilities Ltd Registered in England & Wales No. 2366661 Registered Office Clearwater Court, Vastern Rd, Reading, Berks, RG1 8DB.