

TERMS AND CONDITIONS - WASTERWATER & WATER DISTRIBUTION PLANS

These provisions apply to the public sewerage, water distribution and telemetry systems (including sewers which are the subject of an agreement under Section 104 of the Water Industry Act 1991 and mains installed in accordance with the agreement for the self-construction of water mains) (UUWL apparatus) of United Utilities Water Limited "(UUWL)".

TERMS AND CONDITIONS:

1. This Map and any information supplied with it is issued subject to the provisions contained below, to the exclusion of all others and no party relies upon any representation, warranty, collateral contract or other assurance of any person (whether party to this agreement or not) that is not set out in this agreement or the documents referred to in it.
2. This Map and any information supplied with it is provided for general guidance only and no representation, undertaking or warranty as to its accuracy, completeness or being up to date is given or implied.
3. In particular, the position and depth of any UUWL apparatus shown on the Map are approximate only and given in accordance with the best information available. The nature of the relevant system and/or its actual position may be different from that shown on the plan and UUWL is not liable for any damage caused by incorrect information provided save as stated in section 199 of the Water Industry Act 1991. UUWL strongly recommends that a comprehensive survey is undertaken in addition to reviewing this Map to determine and ensure the precise location of any UUWL apparatus. The exact location, positions and depths should be obtained by excavation trial holes.
4. The location and position of private drains, private sewers and service pipes to properties are not normally shown on this Map but their presence must be anticipated and accounted for and you are strongly advised to carry out your own further enquiries and investigations in order to locate the same.
5. The position and depth of UUWL apparatus is subject to change and therefore this Map is issued subject to any removal or change in location of the same. The onus is entirely upon you to confirm whether any changes to the Map have been made subsequent to issue and prior to any works being carried out.
6. This Map and any information shown on it or provided with it must not be relied upon in the event of any development, construction or other works (including but not limited to any excavations) in the vicinity of UUWL apparatus or for the purpose of determining the suitability of a point of connection to the sewerage or other distribution systems.
7. No person or legal entity, including any company shall be relieved from any liability howsoever and whensoever arising for any damage caused to UUWL apparatus by reason of the actual position and/or depths of UUWL apparatus being different from those shown on the Map and any information supplied with it.
8. If any provision contained herein is or becomes legally invalid or unenforceable, it will be taken to be severed from the remaining provisions which shall be unaffected and continue in full force and affect.
9. This agreement shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts, save that nothing will prevent UUWL from bringing proceedings in any other competent jurisdiction, whether concurrently or otherwise.