



Peel Holdings (Land & Property) Limited

Proposed Development at  
GM Allocation 33

Utility Statement

Revision V1

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# 1 Introduction

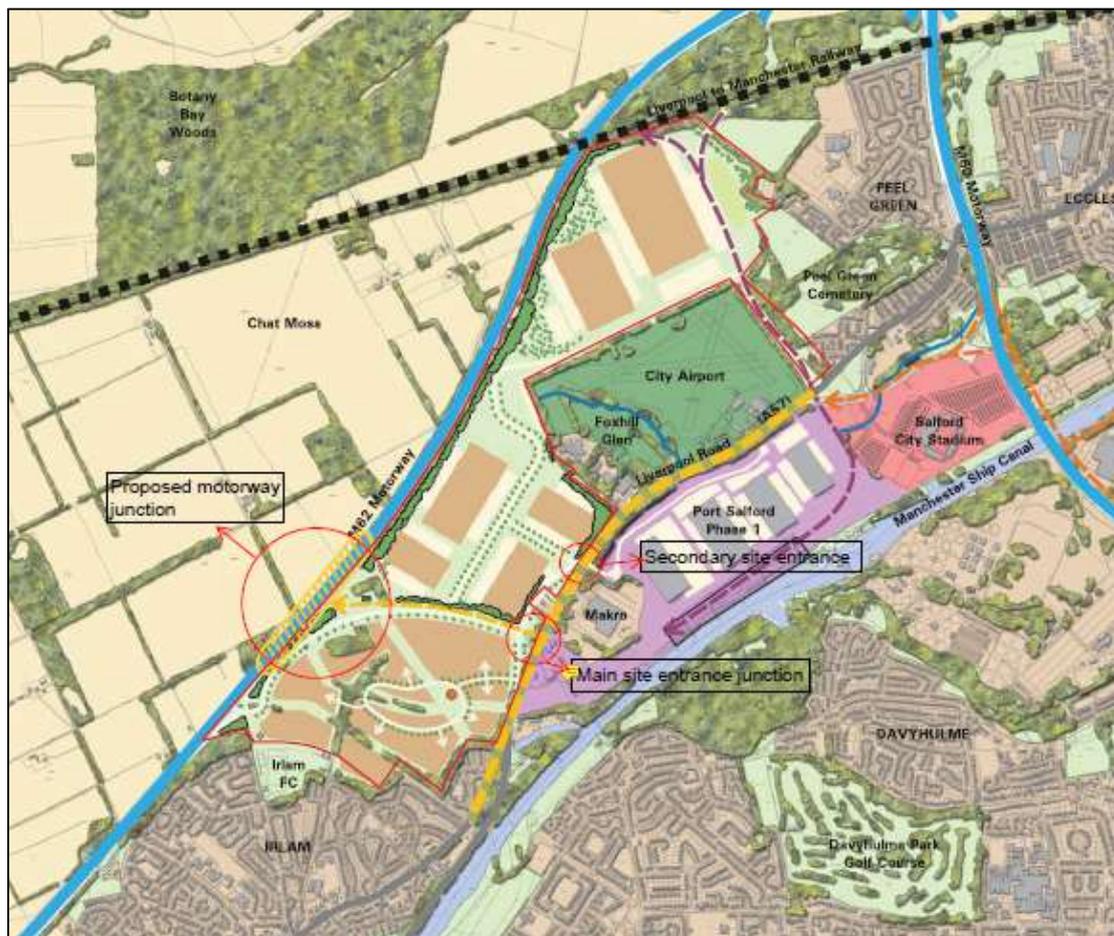
This Utility Statement has been prepared by Technical and Development Services (Northern) Ltd on behalf of Peel Holdings in relation to a proposed commercial development at GM Allocation 33, Liverpool Road, Irlam.

The purpose of the report is to identify the impact of the proposed development site on existing electricity, gas and water infrastructure and confirm the capacity of the local network to service the development.

The site consists of 6 units which are proposed to be used for distribution warehouses accessed from Liverpool Road via a new spine road to serve these units and the residential development to the south.

The below master plan shows the proposed 6no. commercial units and the residential development area.

The grid reference for centre of the site is: (X: 374350, Y: 397601 (nearest postcode M30 7WE)).



## 1.1 Existing Utility Companies

The following companies were approached to establish whether they had existing plant with the surrounding area for the proposed development:-

United Utilities		Affected
Cadent Gas		Affected
ENWL		Affected
BT		Affected
Virgin Media		Affected
Vodafone		Affected
City Fibre		Not Affected
Colt / CA Telecom		Not Affected
Energetics Electricity		Not Affected
Engie		Not Affected
GTC		Not Affected
GTT Hibernia		Awaiting Response
Interoute		Not Affected
KPN		Not Affected
Level 3 Communications		Not Affected
MBNL		Not Affected
Network Rail		Not Affected
Sky UK		Awaiting Response
Tata KPN		Awaiting Response
Teliasonera		Not Affected
Utility Assets		Not Affected
Verizon		Not Affected
Vtesse Networks		Not Affected

The host asset companies with in the area who will operate and maintain the networks are as follows:-

- Water – United Utilities
- Electricity – ENW
- Gas – Cadent Gas
- Telecommunication – BT/Openreach

Please see Appendix I for full details.

## **2.0 Review of Existing Utility Infrastructure**

### **2.1 General**

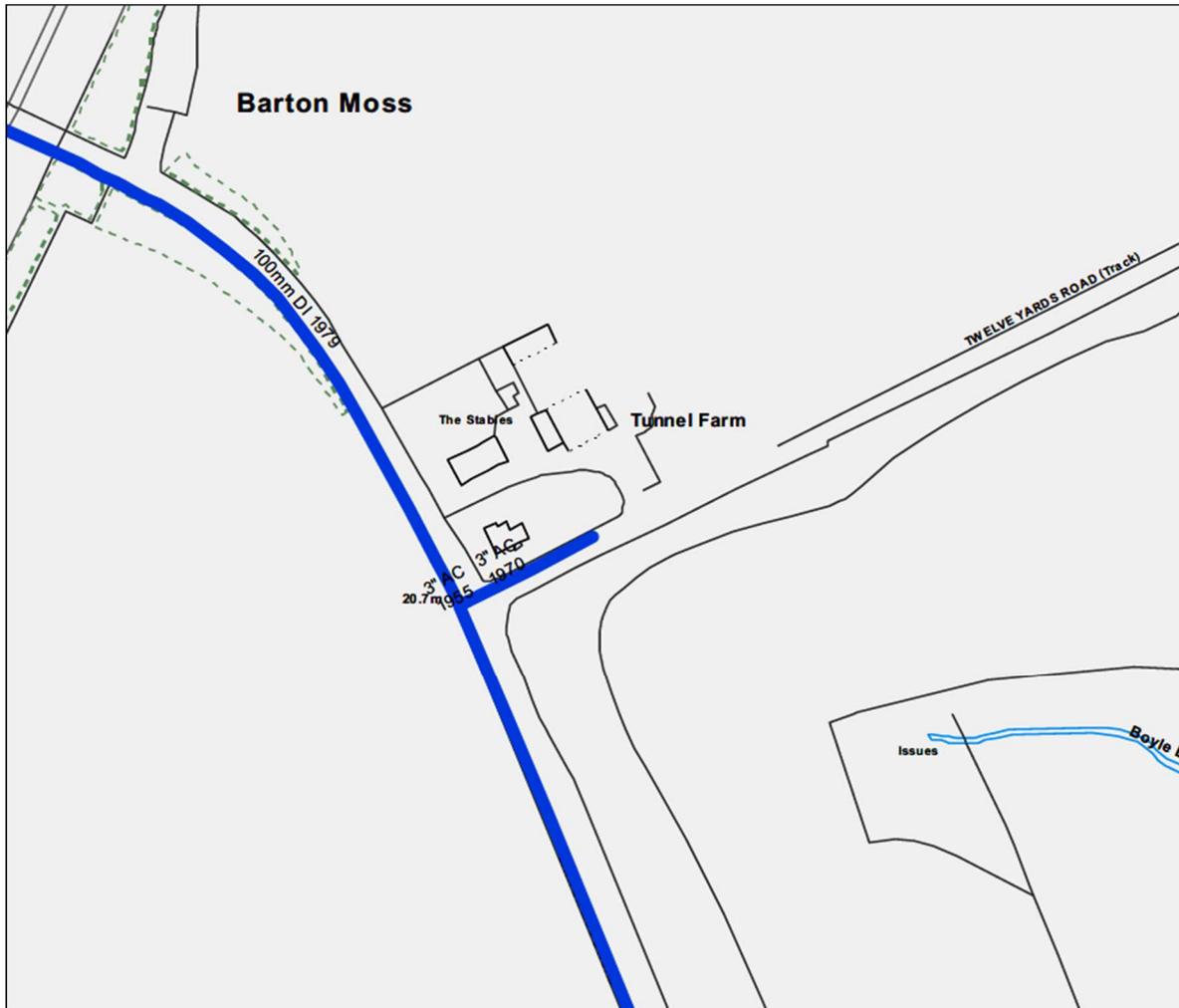
From the information received to date from the various utility companies it has been ascertained that several utilities are located in the surrounding road network and within the proposed development.

### **2.2 Existing Water Infrastructure**

United Utilities asset plans show a 100mm DI water main which runs within the carriageway of Barton Moss Road for its full extent. There are two mains which run along Liverpool Road for the full extent of the proposed development area. The main nearest to the development is a 7" CI (blue on diagram below) whilst the other main (red on diagram below) is a 12" CI main. Both mains are shown as running within the carriageway of Liverpool Road.

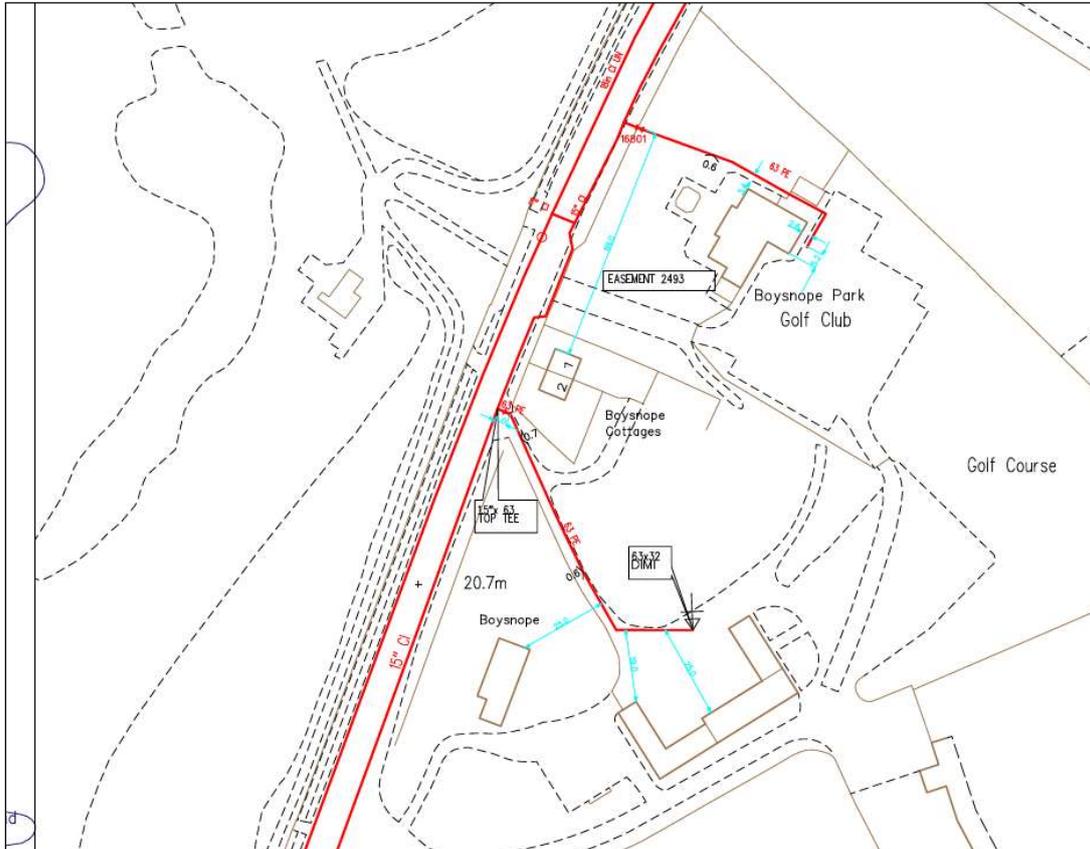


Additionally, there is a 3" main which comes from the main along Barton Moss Road and runs along Twelve Yards Road until terminating before the road access to Tunnel Farm.

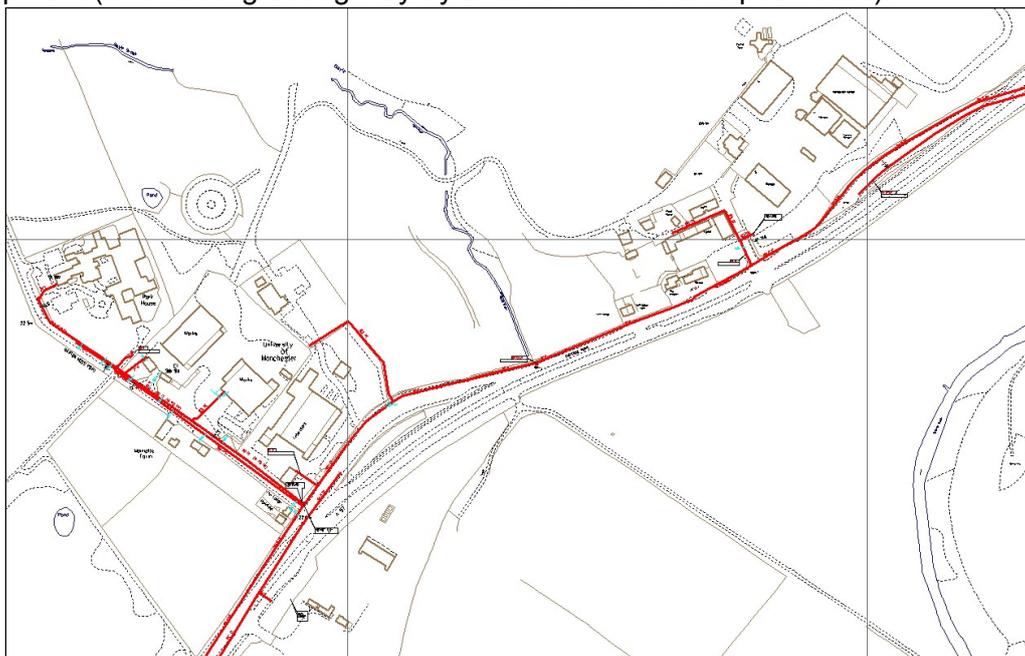


### 2.3 Existing Gas Infrastructure

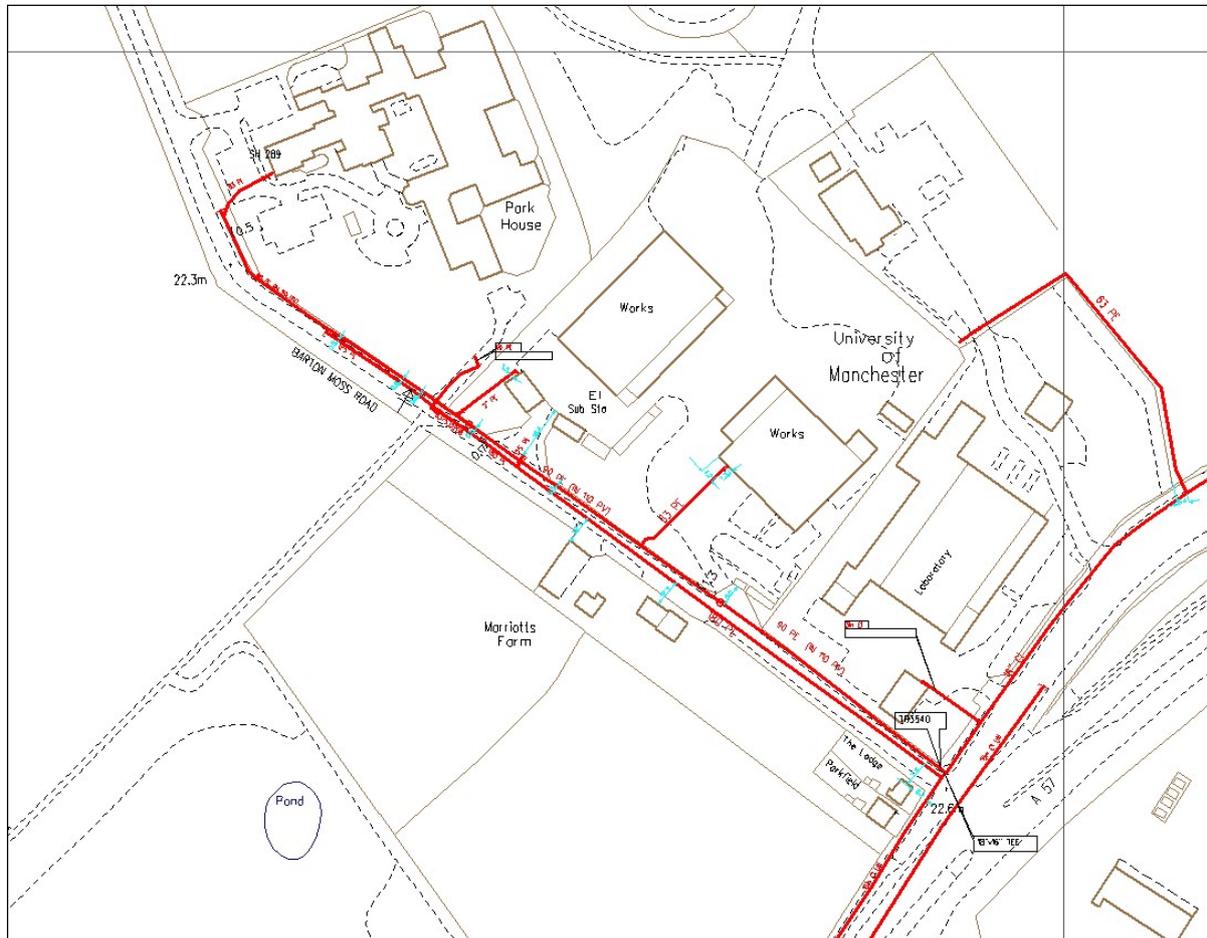
There is an existing 18" CI main which runs within the carriageway of Liverpool Road. There is also a 15" CI main which runs along Liverpool Road on the southern side of the carriageway and terminates opposite Barton Moss Road (directly opposite the laboratory building).



This 18" CI main continues to run along Liverpool Road for full extent of proposed development (and running through lay-by area to North of Liverpool Road).



Additionally, there are two gas mains which run from Liverpool Road North West up Barton Moss Road (a 90mm PE main in 110PV which terminates at Park House and a 180 PE main which terminates between Park House and adjoining southern property (works)).

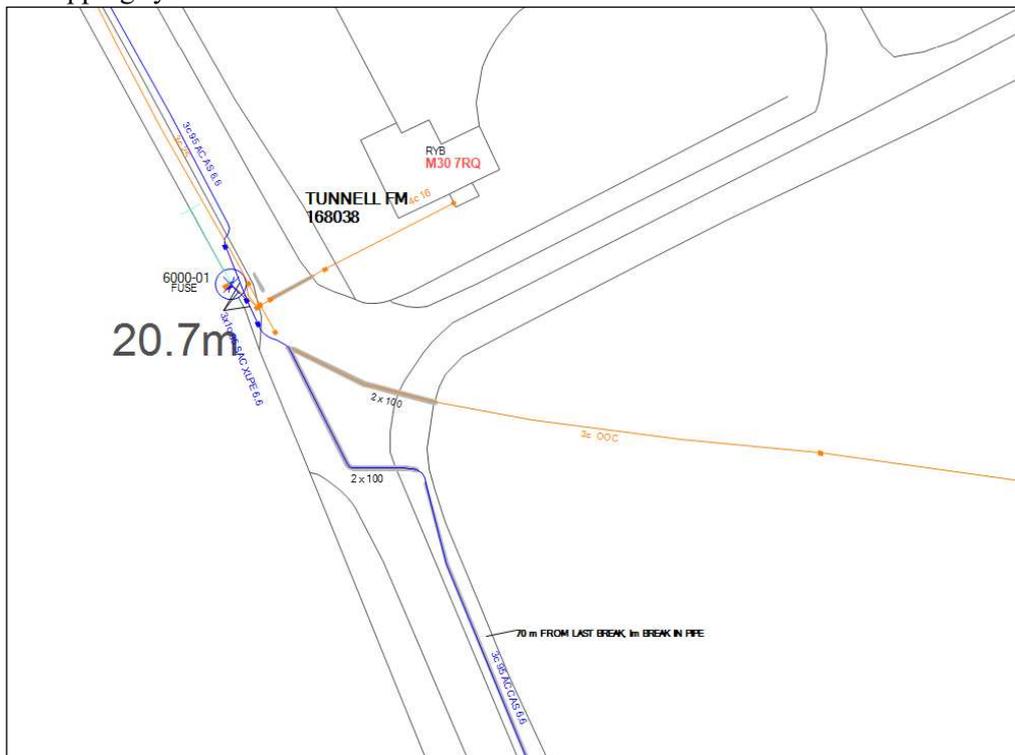


### 2.4 Existing ENWL Electricity Infrastructure

ENWL have 6.6 kv HV cables which run within the footpath/carrageway verge for the entire length of Barton Moss Road and connect with two sub-stations (not within development area).



Additionally, there is a pole mounted transformer to the west and directly opposite Tunnell Farm. The orange cable line with runs east on diagram below is out of commission and also does not show on online mapping systems.



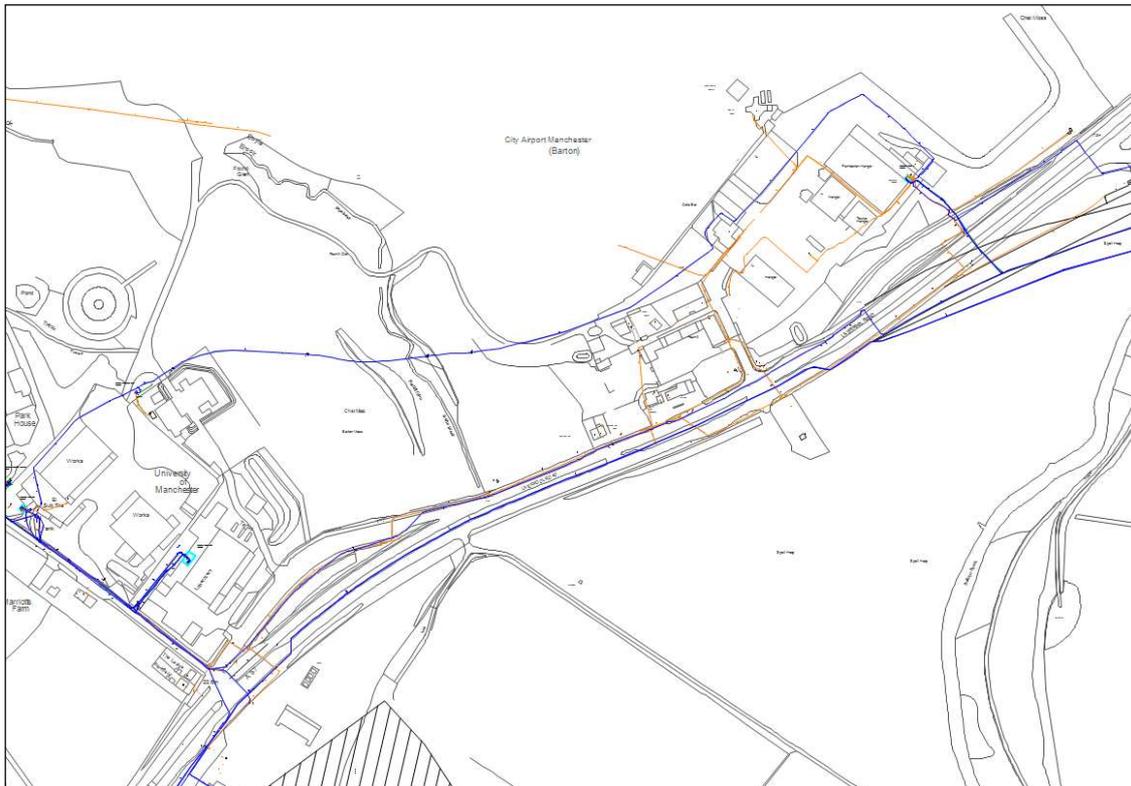
View from South to North along Barton Moss Road with Pole mounted transformer to the left and Tunnell Farm to the right.



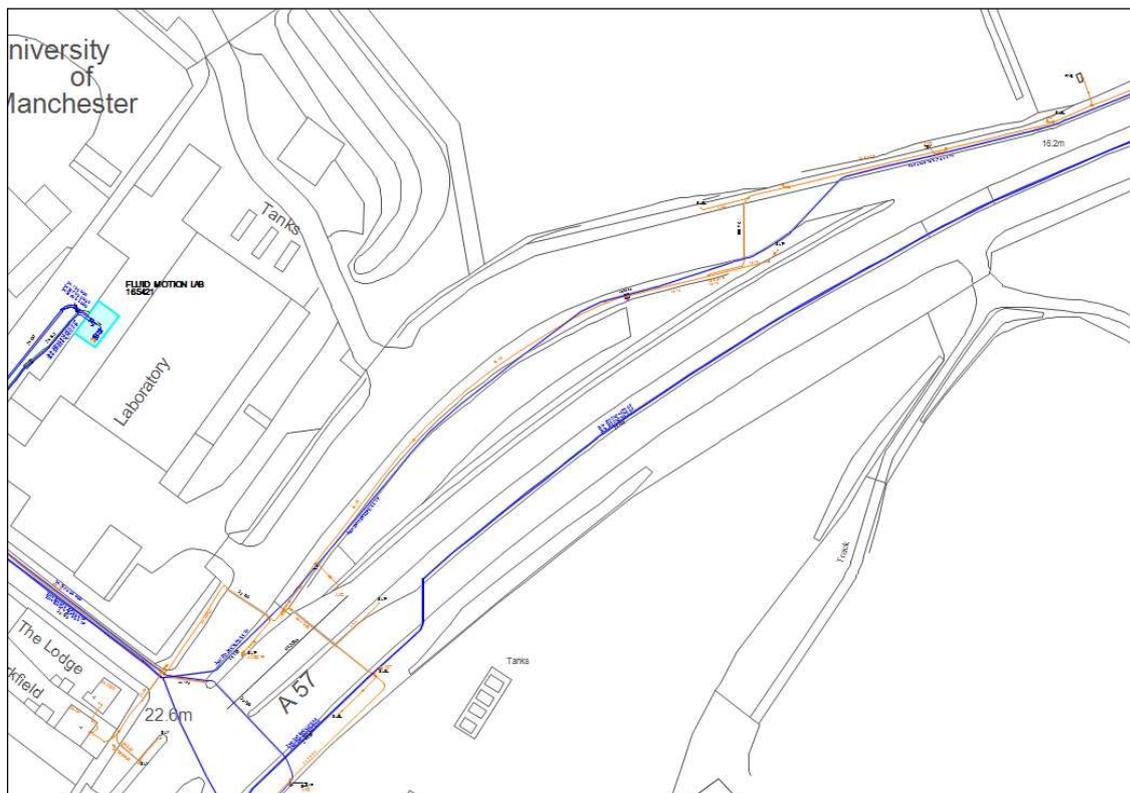
HV cables run along Liverpool Road within the footpath (southern side of carriageway) from Barton Moss Road to Boysnope Park Golf Club. At the golf club two LV cables cross to the northern side of carriageway and run within the footpath in a North East direction and connects to Parkhall properties. Please note run of LV cables are within the development area (and will also be affected by proposed new site entrance).



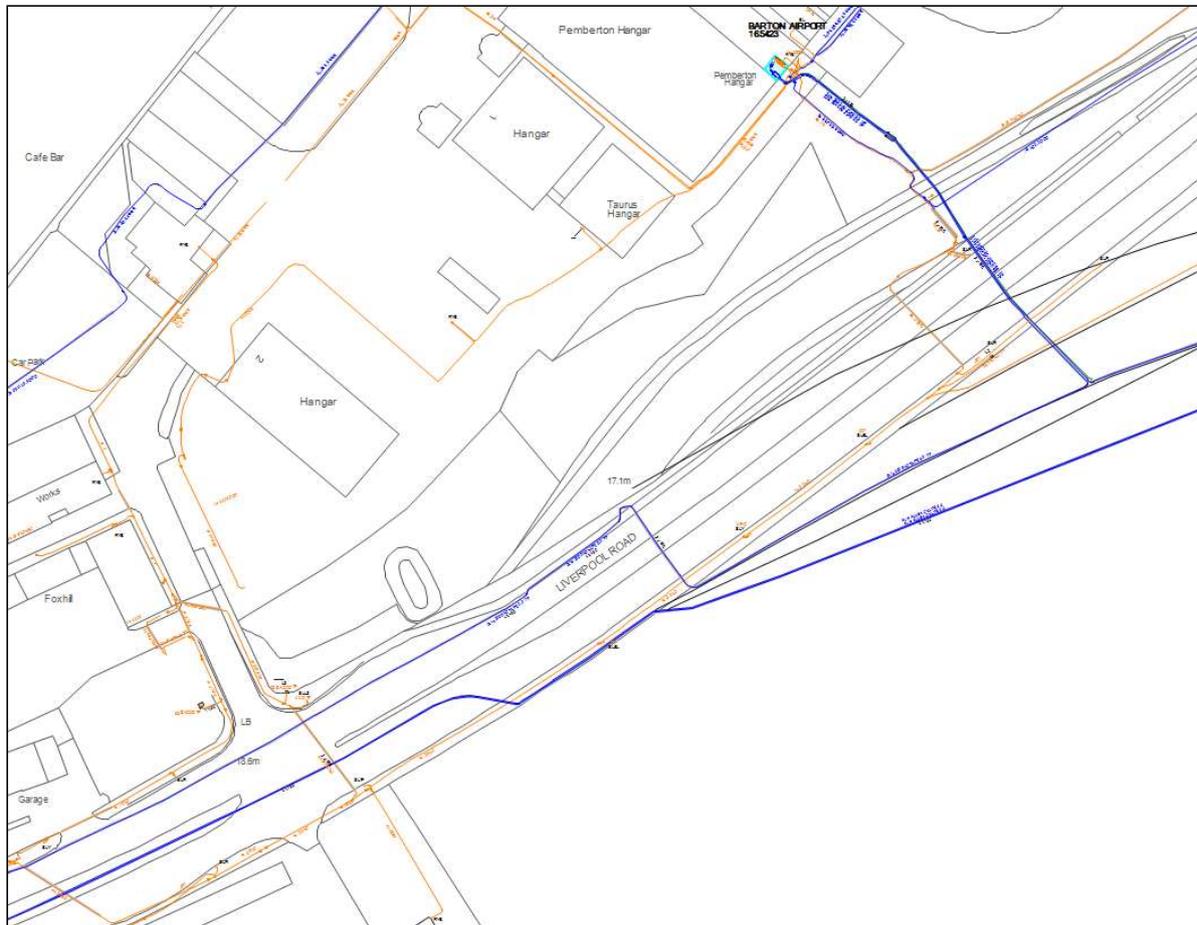
ENWL HV and LV cables run within the footpath of the Northern side of the carriageway to serve airport properties and nearby houses fronting onto Liverpool Road.



The HV and LV cables run around the lay-by to the East of Barton Moss Road and cross the layby into the footpath separately.

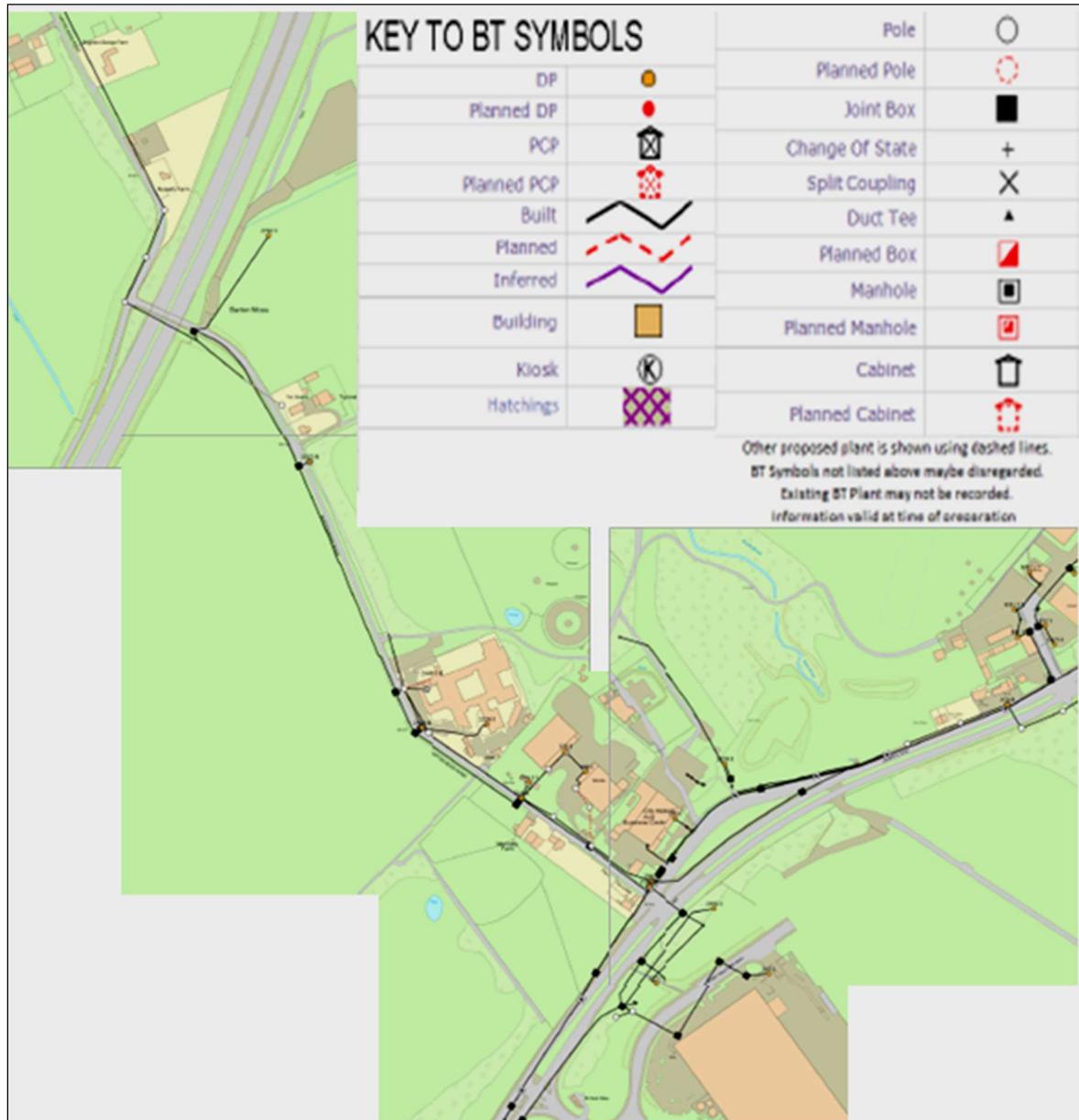


There is also a HV cable which runs from directly opposite Barton Moss Road within the footpath before switching to the central reservation and running East until approximately 58 metres East of the Barton Airport access junction where these cables enter the Southern footpath briefly before running further east within private land. Additionally, the diagram below shows the HV cable on the Northern side of the carriageway crossing Liverpool Road approximately 105 metres east of the airport junction before crossing the road and running east parallel to southern side cables.

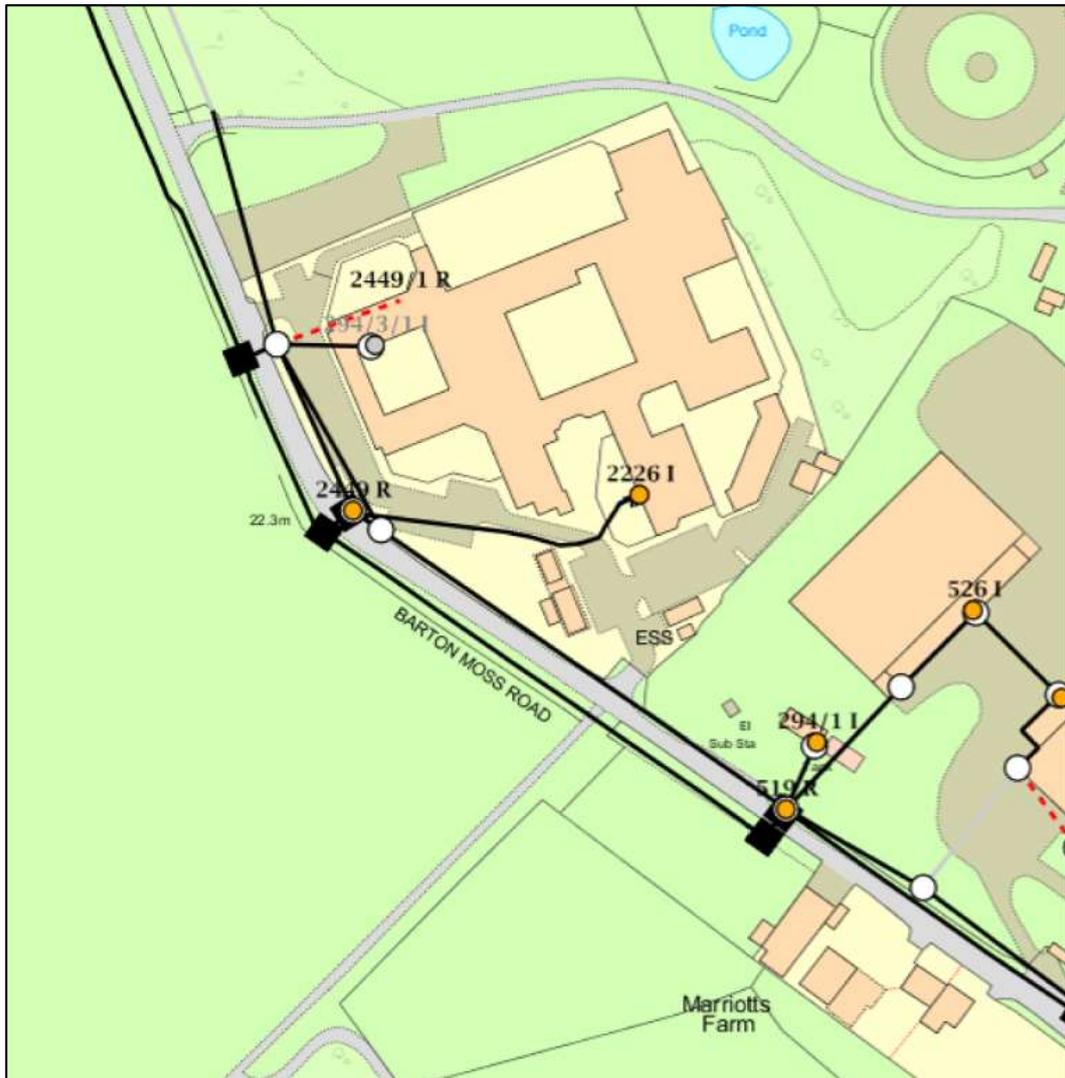


## 2.5 Existing BT Infrastructure

There is a BT underground network which runs along Barton Moss Road from the motorway to Liverpool Road. Additionally, underground networks run towards the East along Liverpool Road within the footpaths (both main footpath and layby footpath).



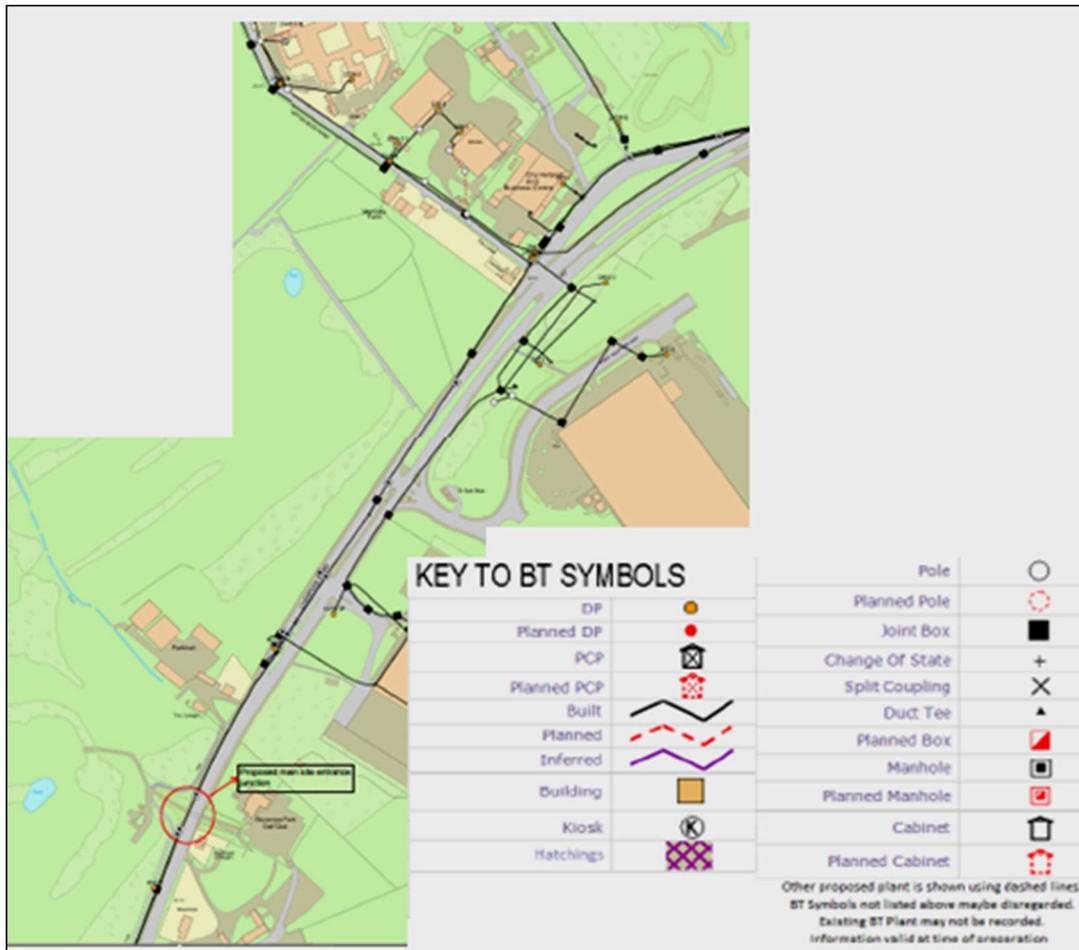
There is also an overhead cable with poles which runs from Liverpool Road to the North along Barton Moss Road with the last pole being to the south of the access road into the secure unit.



View along Barton Moss Road (from South to North) showing last BT pole (with 2no. stays).



There is also a BT underground network which runs from Barton Moss Road to the West and is shown on BT asset plans as running within the verge of Liverpool Road until opposite Makro where the cables run within the carriageway (proposed development side).

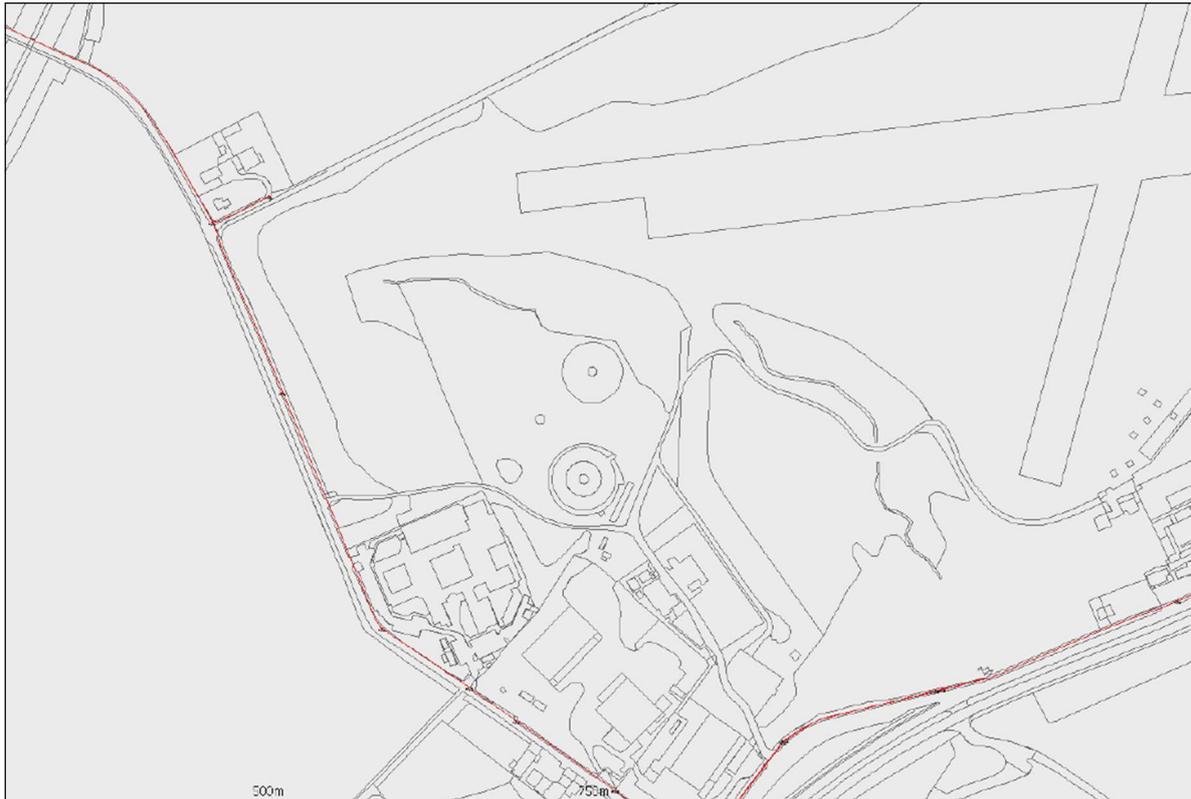


## 2.6 Other Communications Infrastructure

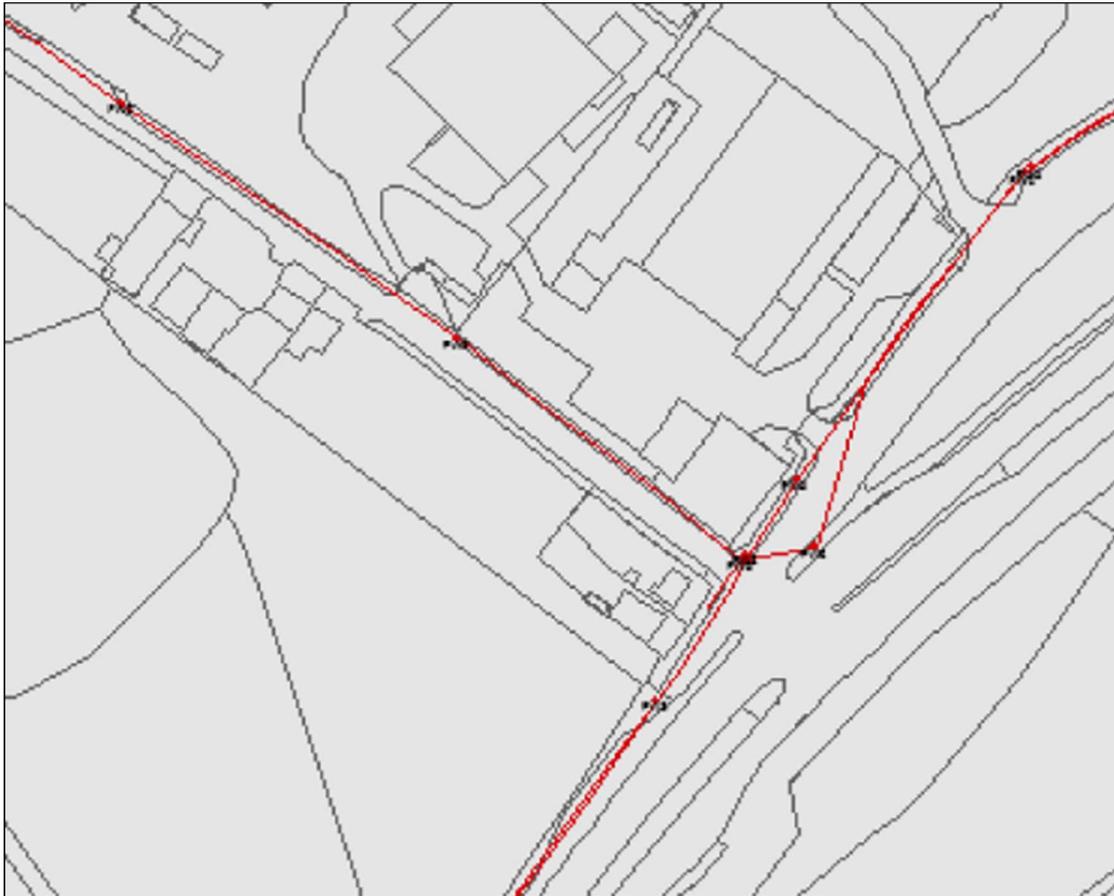
### 2.6.1 Virgin Media

Virgin Media have an underground network along Barton Moss Road (within the Eastern verge). There is also a spur which serves Tunnel Farm and runs along Twelve Yards Road until the road access to the farm.

Additionally, underground cables run towards the east from the junction of Barton Moss Road and Liverpool Road and are within the footpath initially following the layby and then subsequently the main road.

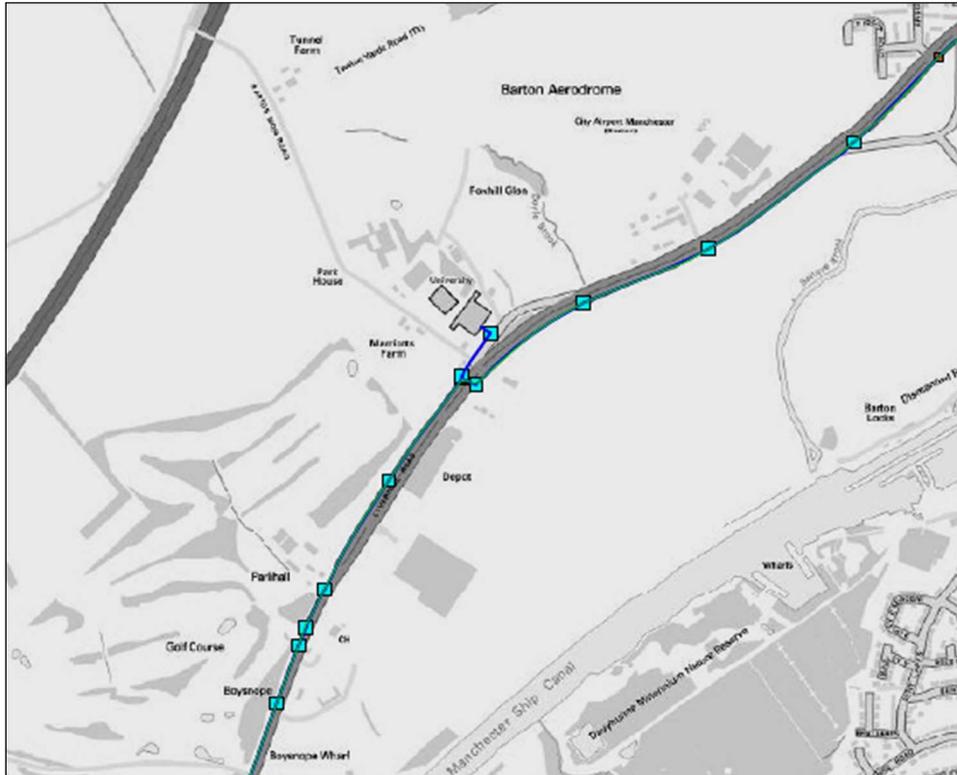


At the junction of Barton Moss Road and Liverpool Road, a virgin media cable crosses the Northern carriageway to the central reservation before returning back to the footpath.

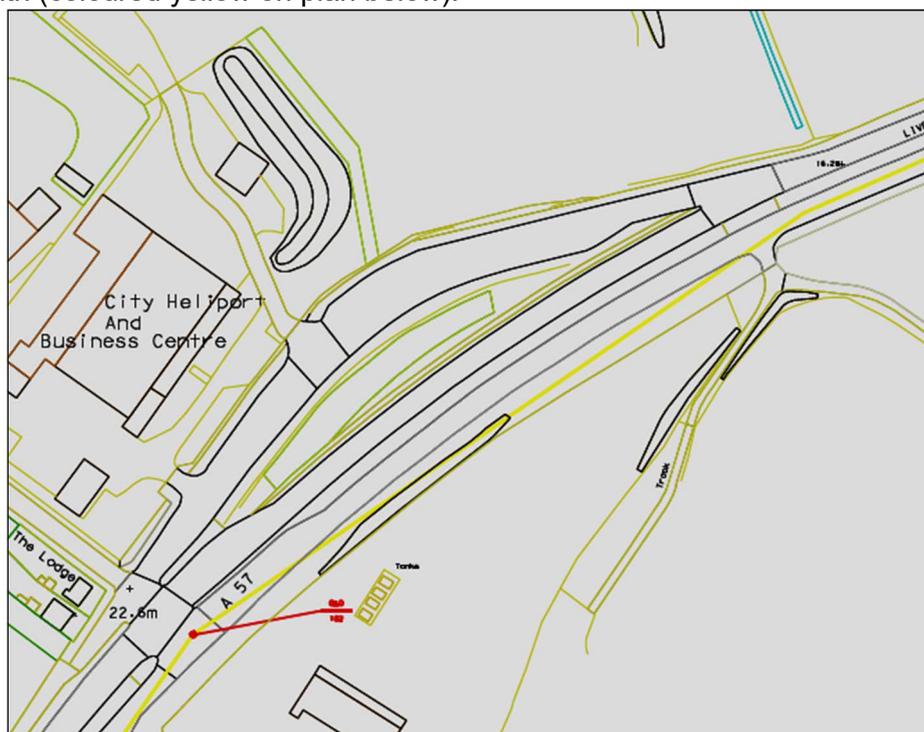


## 2.6.2 Vodafone.

Vodafone overview plans show that they have underground cables on the southern side of Liverpool Road from the east to west with a road crossing to the west of Barton Moss Road (and a cable running East to a chamber within the layby outside the laboratory building).



However, more detailed plans show their cables remaining within the southern carriageway and footpath (coloured yellow on plan below).



## 3 Connecting the Development

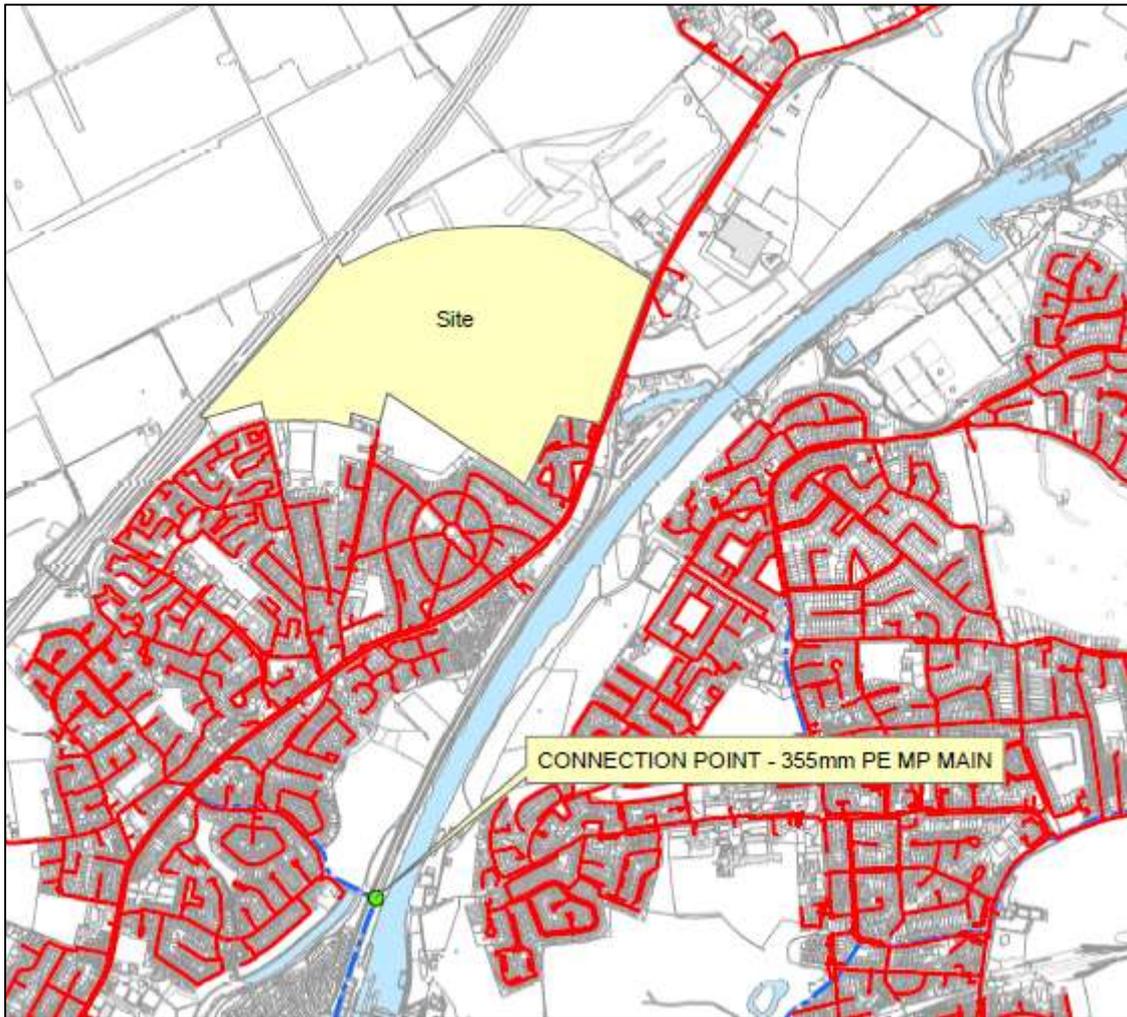
### 3.1 Water

United Utilities has confirmed that the development can be serviced from the existing distribution network but reinforcement will be required at a minimal cost. A connection can be provided from the existing 24" trunk main in Liverpool Road.

Please be aware that this point of connection only identifies the current status of the network and does not secure the load for the development.







Medium Pressure Main

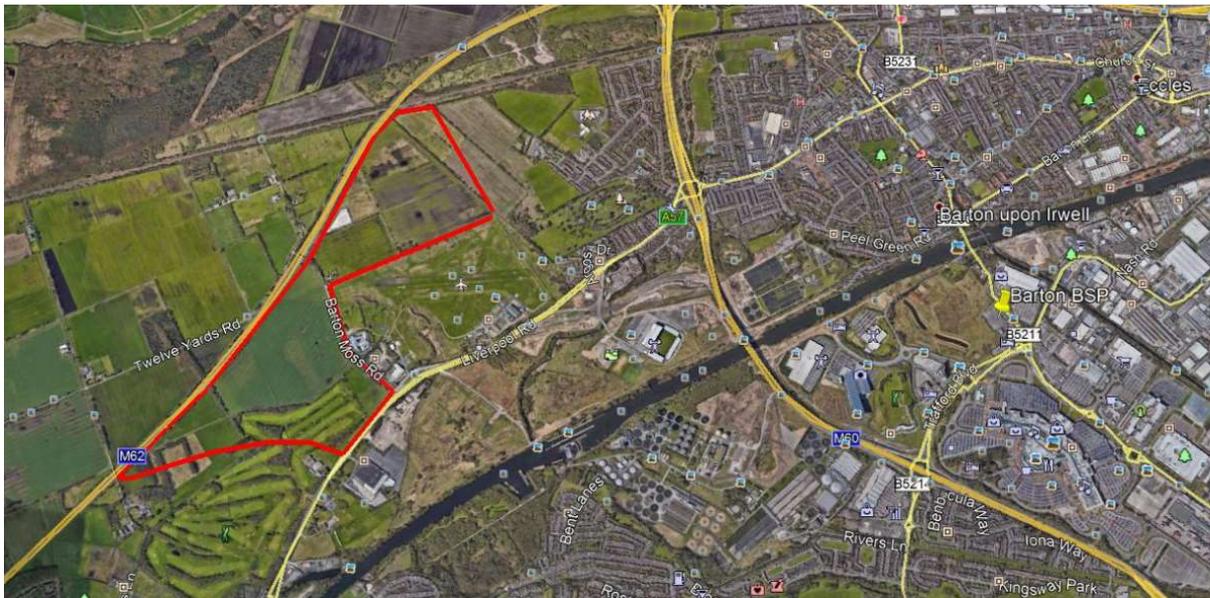
### 3.3 Electricity

The electrical loads applied for the scheme has not been specified by the client due to the end users being unknown at present. Based on previous schemes of this magnitude the following were applied: -

- Unit 1 1mva
- Unit 2 1mva
- Unit 3 1mva
- Unit 4 2mva
- Unit 5 3MVA
- Unit 6 7mva

Electricity North West Ltd (ENWL) has confirmed that the development will require a new Primary substation to provide the necessary load of 15MVA required for the distribution warehouses. A new 33kv circuit will be provided from Barton BSP substation located on Redclyffe Road, Trafford Park (B5211) (grid ref SJ 768 973) to the proposed development site where a new primary substation will be built.

#### Electricity Point of Connection Position



## **4.0 Summary**

It can be concluded from the formal responses received from the host asset owners of the gas, water and electricity infrastructure that all the main utilities are all available around the proposed development.

### **Water:**

The proposed commercial units can be served from the existing 24" trunk main located in southern along Liverpool Road at junction with Boysnope Wharf.

There are two major mains (7" and 12") which run along Liverpool Road within the carriageway. There is also a 100mm main which runs along Barton Moss Road for the full extent of the development area.

### **Gas:**

The proposed commercial units can be served from the existing low pressure main in Liverpool Road or the medium pressure main located south of the site in Ferry Road.

There are two gas mains (15" and 18") which run along Liverpool Road from east to Barton Moss Road (where the 15" terminates). The 18" main continues to run from Barton Moss Road to the East for the full extent of the site. Additionally there are mains (90mm and 110mm) which run from Liverpool Road up Barton Moss Road to the secure unit.

### **Electric:**

The electric supply will be via a new primary substation, the feed will be from the existing primary substation to the east on Redclyffe Road, Trafford Park.

There are HV cables which run along Liverpool Road (Southern side of carriageway for entire length of proposed development and Northern side of carriageway from Barton Moss Road to the East). Additionally, there is a HV cable which runs for the entire length of Barton Moss Road (and also has a Pole mounted transformer outside Tunnel Farm).

**BT:** There is an underground BT network (cables and chambers) which runs for the full extent of the site along Liverpool Road (development side). Additionally, there is an underground network along Barton Moss Road for full extent and overhead cables up to the secure unit (not within the development area).

**Virgin Media:** There is a virgin media underground network which runs for the full extent of the development area along Liverpool Road (development side). There are also virgin media cables which run for full extent of Barton Moss Road.

**Vodafone:** Vodafone plans show their cables running for full extent of development along Liverpool Road. However, they're plans show conflicts regarding the actual positions of the cables, particularly from the Junction of Barton Moss Road to the West and further clarification needs to be sought.

## Appendix 1

### Existing Infrastructure



**Technical & Development Services (Northern) L1  
Booths Park 01  
Chelford Road  
Knutsford  
Cheshire  
WA16 8GS**

**FAO:**

Dear Sirs

**Location: Adjacent to Barton Aerodrome**

I acknowledge with thanks your request dated 07/09/17 for information on the location of our services.

Please find enclosed plans showing the approximate position of our apparatus known to be in the vicinity of this site.

The enclosed plans are being provided to you subject to the United Utilities terms and conditions for both the wastewater and water distribution plans which are shown attached.

If you are planning works anywhere in the North West, please read our access statement before you start work to check how it will affect our network.

<http://www.unitedutilities.com/work-near-asset.aspx>

I trust the above meets with you requirements and look forward to hearing from you should you need anything further.

If you have any queries regarding this matter please telephone us on 0370 7510101.

Yours Faithfully,

Karen McCormack  
Property Searches Manager

**United Utilities Water Limited**

Property Searches  
Ground Floor Grasmere House  
Lingley Mere Business Park  
Great Sankey  
Warrington  
WA5 3LP

Telephone 0370 751 0101

[Property.searches@uuplc.co.uk](mailto:Property.searches@uuplc.co.uk)

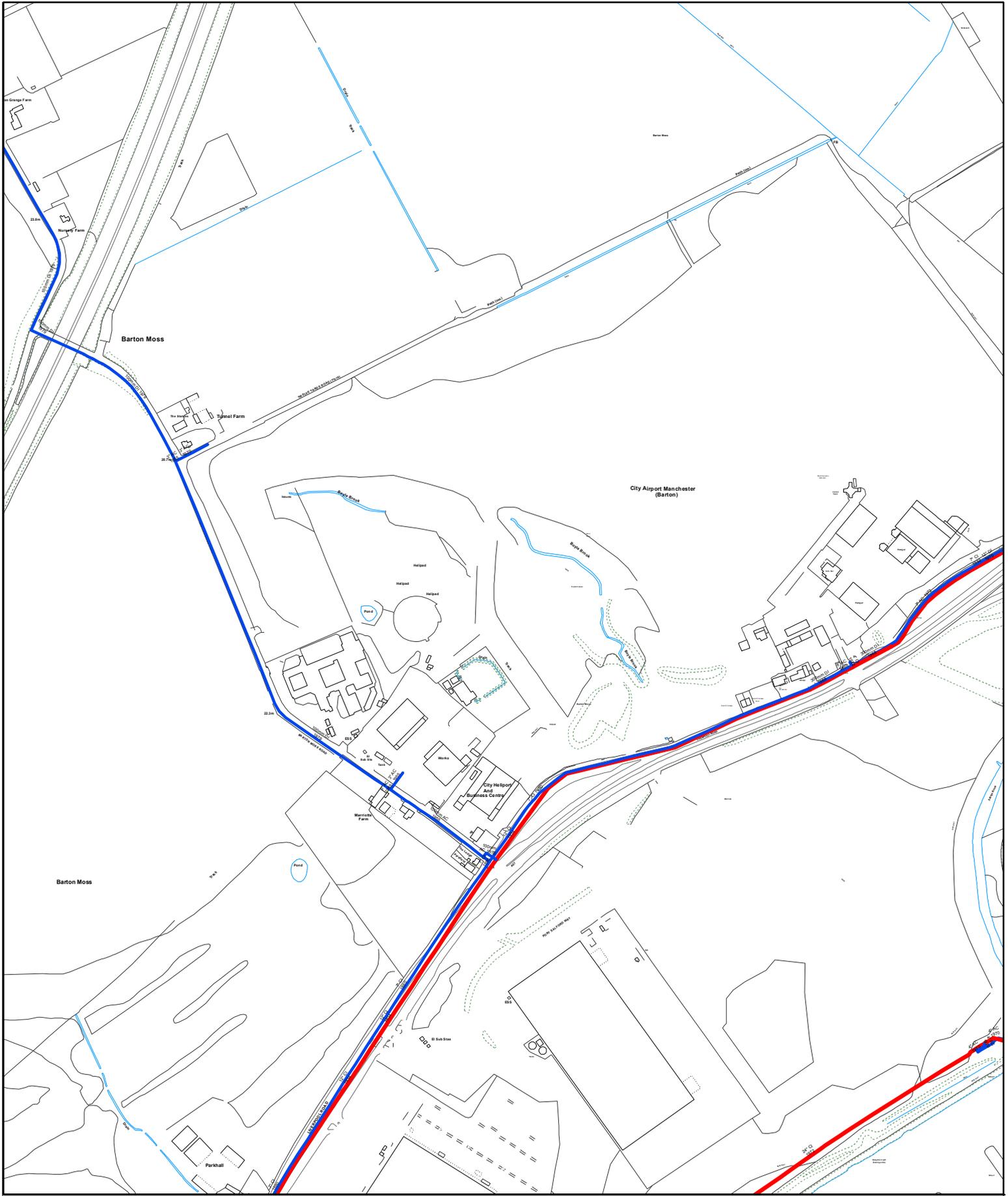
Your Ref: 44718  
Our Ref: 1324308  
Date: 11/9/2017

## 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.



Date: 11/09/2017

Printed By:  
Property Searches

## Extract from Map Of Water Mains

Adjacent To Barton Areodrome



*The position of this underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan, private service pipes may be shown where a known record is available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown. Crown copyright and database rights [2016] Ordnance Survey 100022432.*

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# Cleanwater Symbolology

## Pipework

Live	Proposed	
		Distribution Main - Pressurised Main
		LDTM Treated Water Distribution - Pressurised main
		LDTM Treated Water Distribution - Gravity main
		Trunk Main - Pressurised main
		Raw Water Aqueduct - Pressurised Main
		Raw Water Aqueduct - Gravity Main
		LDTM Raw Water Distribution - Pressurised main
		LDTM Raw Water Distribution - Gravity main
		Private Pipe
		Comms Pipe
		Concessionary Service

## Abandoned

	LDTM Treated Water Distribution
	Trunk Main
	Raw Water Aqueduct
	LDTM Raw Water Distribution
	Distribution main
	Private Pipe
	Comms Pipe
	Concessionary Service

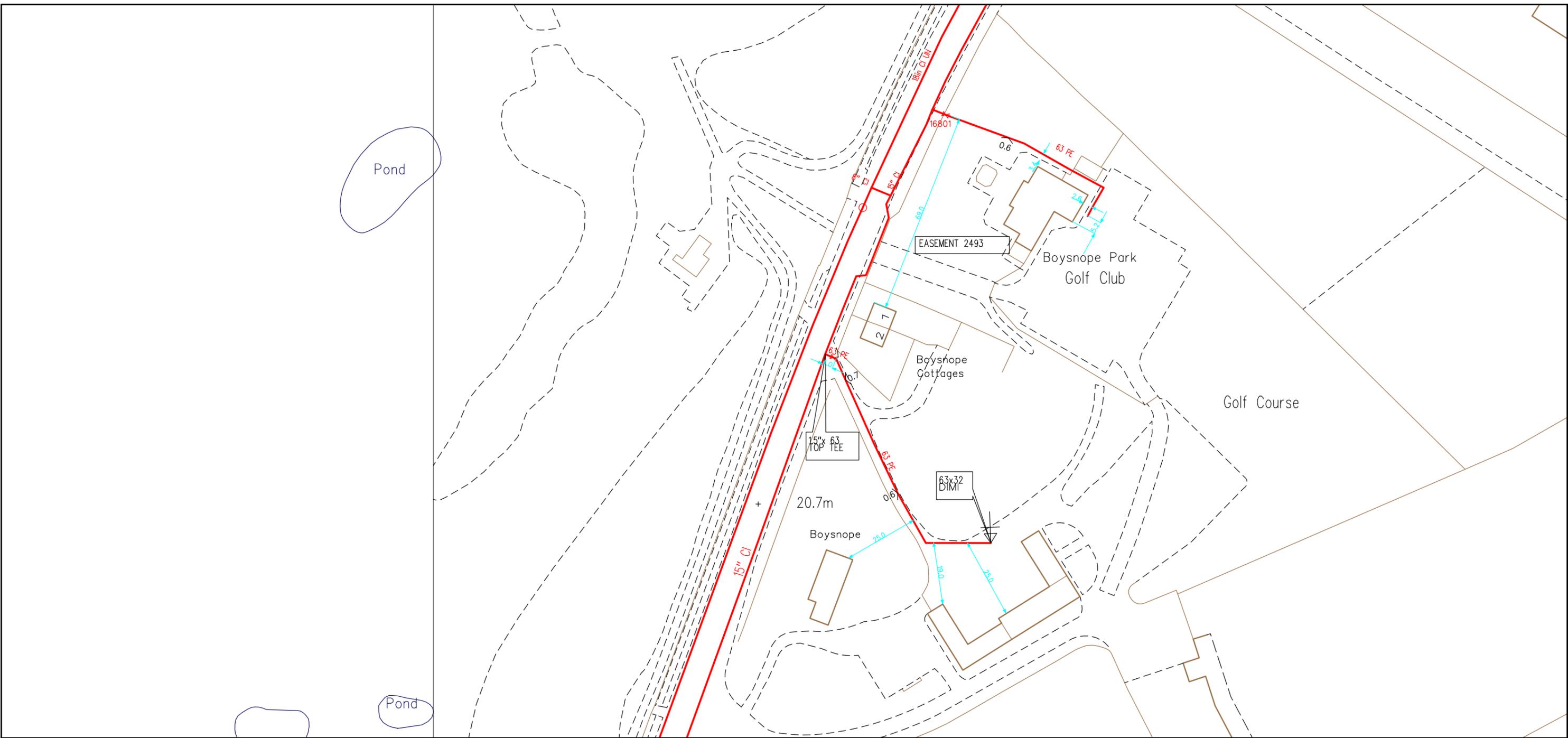
## Property Types

Live	Proposed	
		Condition Report
		Pumping Station
		Water Treatment Works
		Valve House
		Water Tower
		Service Reservoir
		Supply Reservoir
		Pipe Bridges

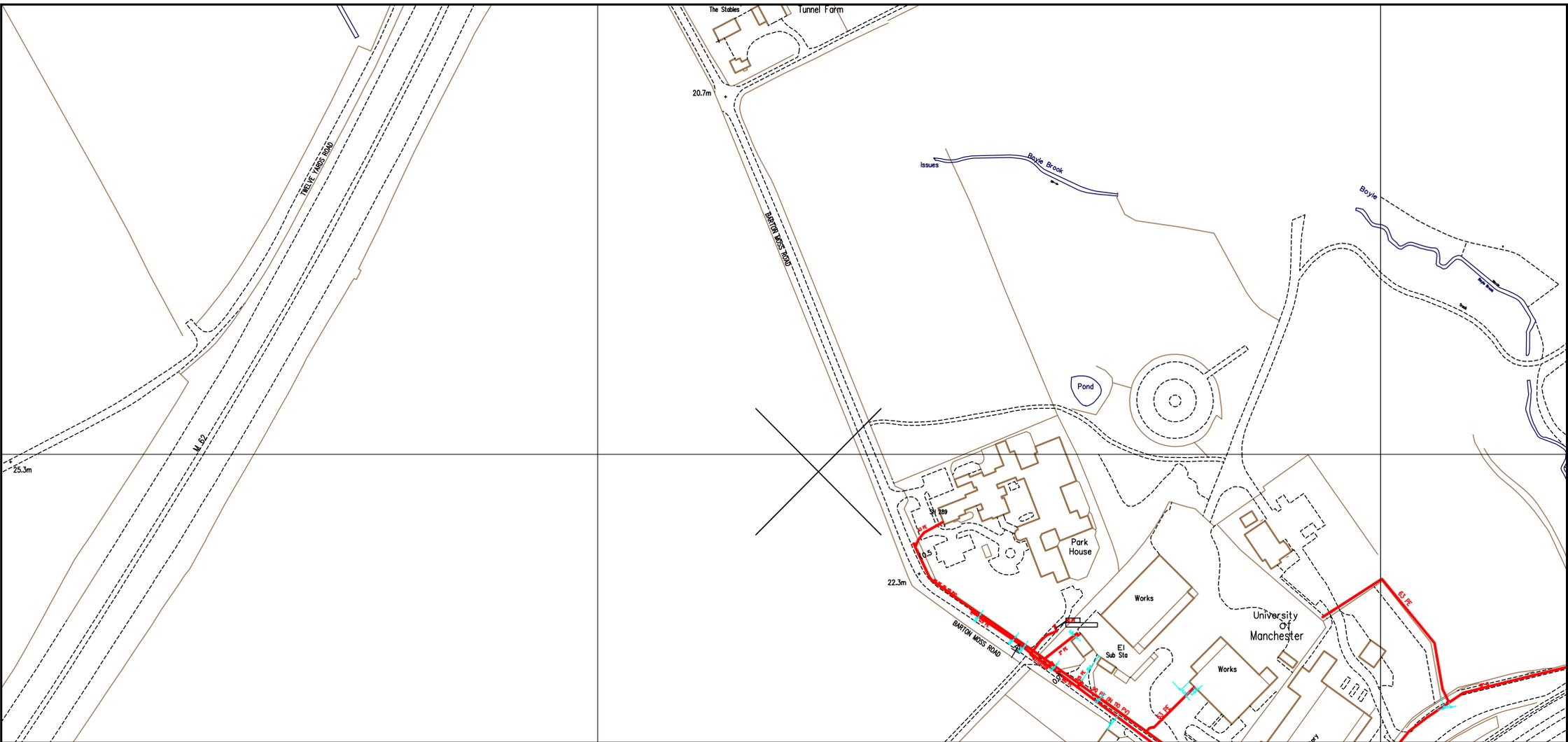
## Nodes

Live	Proposed	
		End Cap
		CC Valve open
		CC Valve closed
		AC Valve open
		AC Valve closed
		Air Valve
		Sluice Valve
		Non Return Valve
		Pressure Management Valve
		Change of Characteristics
		Anode
		Chlorination Point
		De Chlorination Point
		Bore Hole
		Inlet Point
		Bulk Supply Point
		Fire Hydrant
		Hydrant
		Pump
		Site Termination
		Service Start
		Service End
		Commercial Meter
		Domestic Meter
		Strainer Point
		Access Point
		Hatch Box
		IP Point
		Sampling Station
		Logger Box
		Stop Tap

Material Types		Lining Types	
AC	Asbestos Cement	CL	Cement Lining
CI	Cast Iron	TB	Tar or Bitumen
CU	Copper	ERL	Epoxy Resin
CO	Concrete		
DI	Ductile Iron	Insertion Types	
GI	Galvanised Iron	DD	Die Drawn
GR	Grey Iron	DR	Directional Drilling
OT	Others	MO	Moling
PB	Lead	PI	Pipeline
PV	uPVC	SL	Slip Lined
SI	Spun Iron		
ST	Steel		
UN	Unknown		
PE	Polyethelene		



<p>SCALE: Not to scale</p> <p>USER ID: Stuart.Graham</p> <p>DATE: 25/04/2018</p> <p>EXTRACT DATE: 02/03/2018</p> <p>MAP REF: SJ7396</p> <p>CENTRE: 373612, 396160</p>	<p>LP MAINS </p> <p>MP MAINS </p> <p>IP MAINS </p> <p>LHP MAINS </p>	<p>This plan shows those pipes owned by Cadent Gas Ltd in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Cadent Gas Ltd or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue. Further information on all DR4s can be determined by calling the DR4 hotline on 01455 892426 (9am-5pm) A DR4 is where a potential error has been identified within the asset record and a process is currently underway to investigate and resolve the error as appropriate.</p>	<p>MAPS Viewer Version 5.8.0.1</p> <p>Local Machine</p> <p>This plan is reproduced from or based on the OS map by Cadent Gas Ltd, with the sanction of the controller of HM Stationery Office. Crown Copyright Reserved.</p>
<p>Some examples of Plant Items:</p> <p>Valve  Depth of Cover  Syphon  Diameter Change  Material Change  Out of Standard Service </p>			

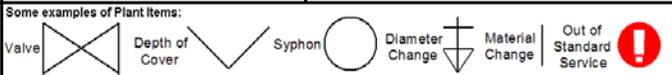


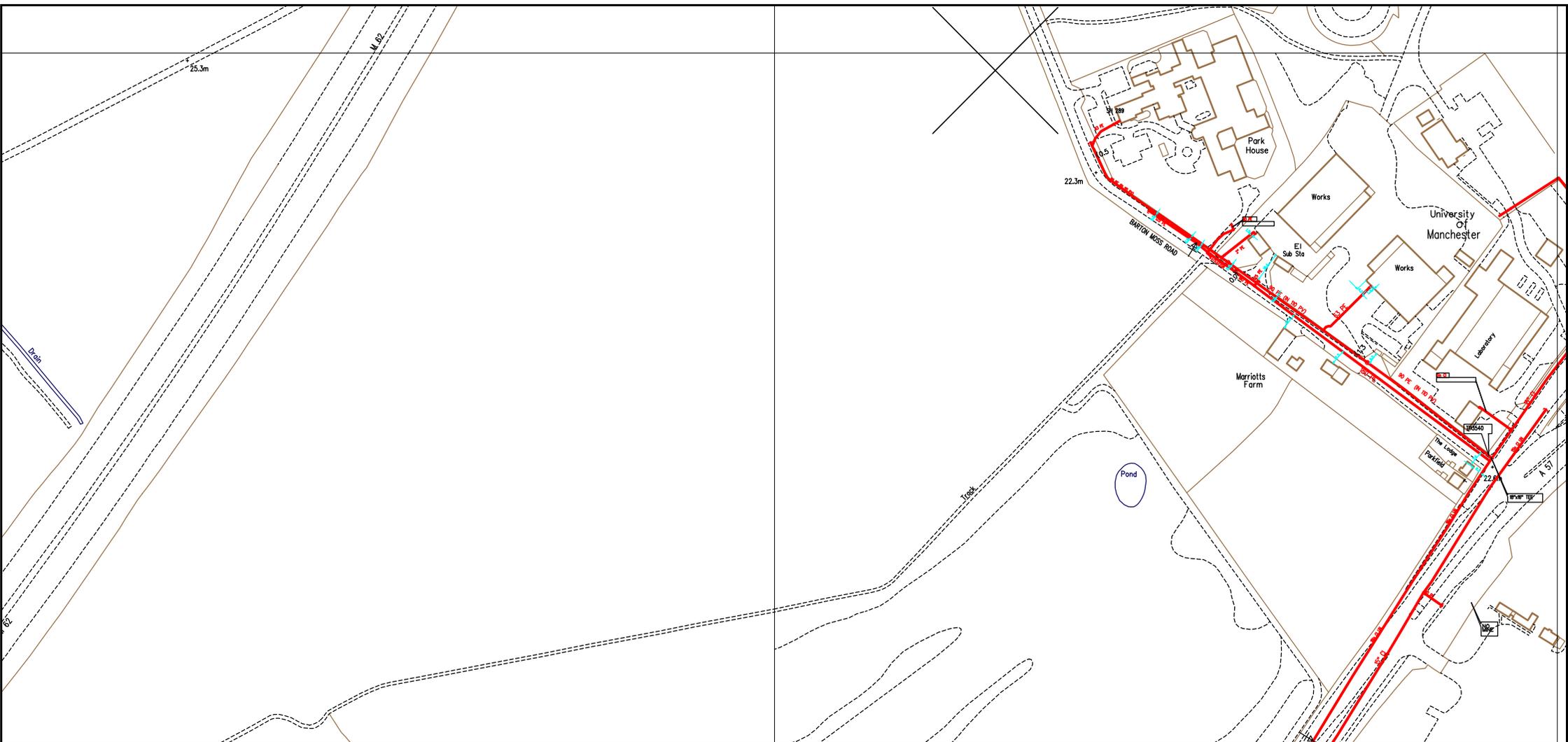
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 EXTRACT DATE: 05/06/2017  
 MAP REF: SJ7397  
 CENTRE: 373619, 397051

LP MAINS	
MP MAINS	
IP MAINS	
LHP MAINS	
NHP MAINS	

This plan shows those pipes owned by National Grid Gas plc in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Gas plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue. Further information on all DR4s can be determined by calling the DR4 hotline on 01455 892426 (9am-5pm) A DR4 is where a potential error has been identified within the asset record and a process is currently underway to investigate and resolve the error as appropriate.

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 Local Machine  
  
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SCALE: Not to scale  
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 EXTRACT DATE: 05/06/2017  
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 CENTRE: 373506, 396796

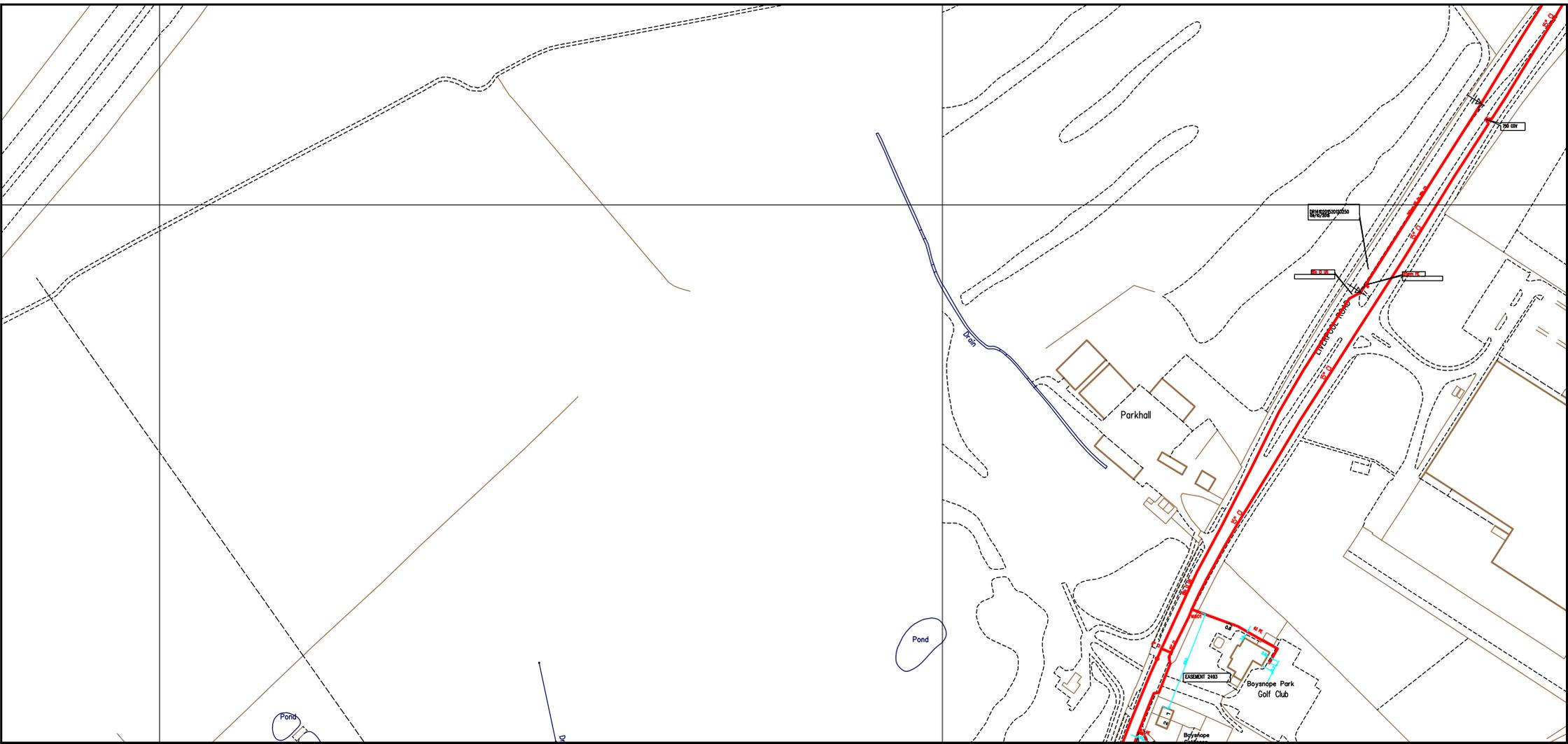
LP MAINS	
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MAPS Viewer Version 5.7.0.0  
  
 Local Machine  
  
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Some examples of Plant Items:

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SCALE: Not to scale
USER ID: Maurice Bowden
DATE: 30/08/2017
EXTRACT DATE: 05/06/2017
MAP REF: SJ7396
CENTRE: 373399, 396393

LP MAINS	
MP MAINS	
IP MAINS	
LHP MAINS	
NHP MAINS	

This plan shows those pipes owned by National Grid Gas plc in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Gas plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue. Further information on all DR4s can be determined by calling the DR4 hotline on 01455 892426 (9am-5pm) A DR4 is where a potential error has been identified within the asset record and a process is currently underway to investigate and resolve the error as appropriate.

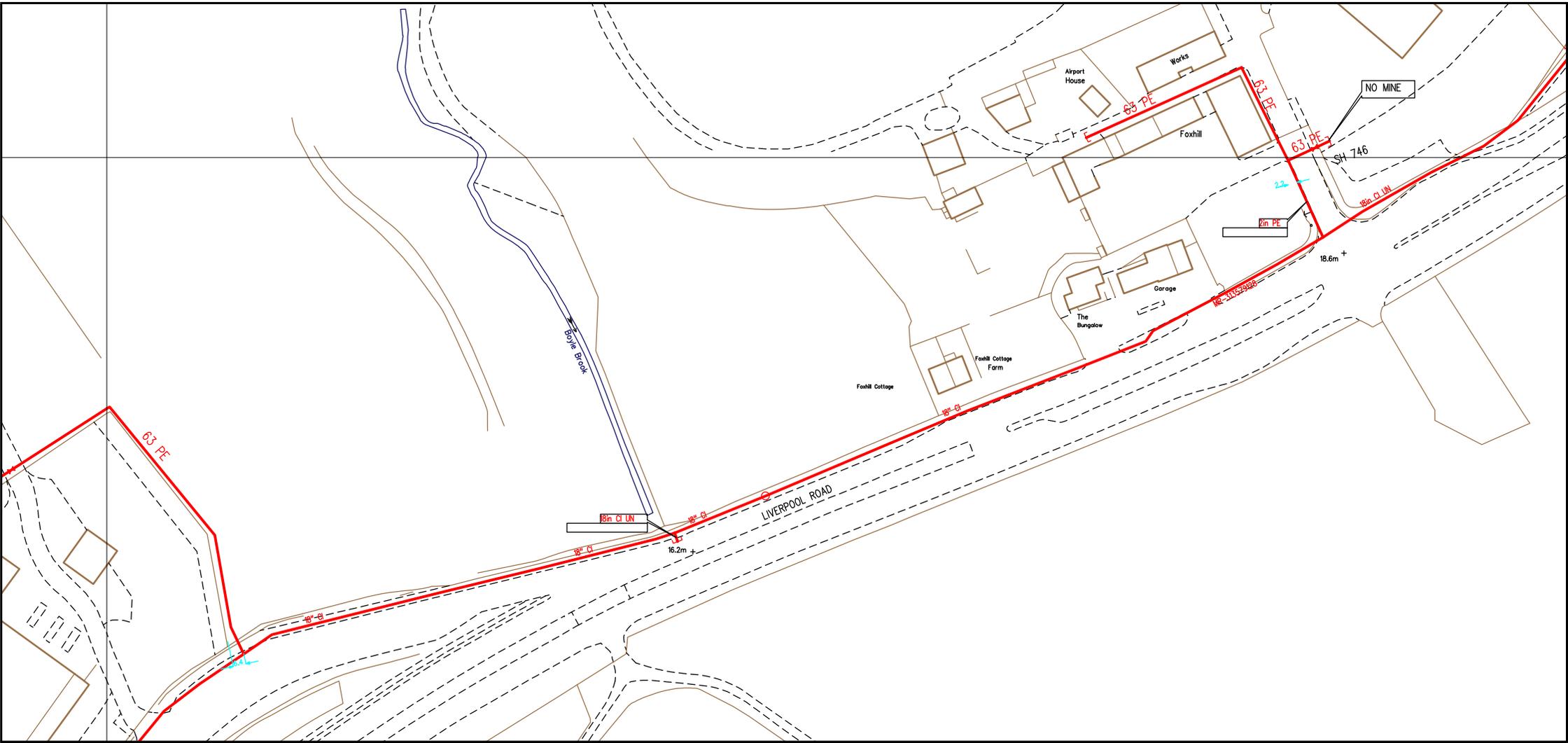
MAPS Viewer Version 5.7.0.0

Local Machine

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Some examples of Plant Items:

--	--	--	--	--	--



SCALE: Not to scale
USER ID: Maurice Bowden
DATE: 30/08/2017
EXTRACT DATE: 05/06/2017
MAP REF: SJ7496
CENTRE: 374216, 396932

LP MAINS	
MP MAINS	
IP MAINS	
LHP MAINS	
NHP MAINS	

This plan shows those pipes owned by National Grid Gas plc in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Gas plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue. Further information on all DR4s can be determined by calling the DR4 hotline on 01455 892426 (9am-5pm) A DR4 is where a potential error has been identified within the asset record and a process is currently underway to investigate and resolve the error as appropriate.

MAPS Viewer Version 5.7.0.0

Local Machine

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Some examples of Plant Items:

--	--	--	--	--	--



Your Gas Network

Maurice Bowden  
Technical and Development Services  
Booths Park 01  
Chelford Road  
Knutsford  
WA16 8GS

Plant Protection  
Cadent  
Block 1; Floor 1  
Brick Kiln Street  
Hinckley  
LE10 0NA  
E-mail: [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com)  
Telephone: +44 (0)800 688588

**National Gas Emergency Number:**  
**0800 111 999\***

**National Grid Electricity Emergency Number:**  
**0800 40 40 90\***

\* Available 24 hours, 7 days/week.  
Calls may be recorded and monitored.

[www.cadentgas.com](http://www.cadentgas.com)

**Date:** 30/08/2017

**Our Ref:** NW\_TW\_Z1\_3SL\_358740

**Your Ref:** LSBUD-170830-11114326

**RE: Proposed Works, Location N/A**

Thank you for your enquiry which was received on 30/08/2017.  
Please note this response is valid for 28 days.

An assessment has been carried out with respect to Cadent Gas Ltd, National Grid Electricity Transmission plc's and National Grid Gas plc's apparatus. Please note it does not cover the items listed in the section "Your Responsibilities and Obligations", including gas service pipes and related apparatus.  
For details of Network areas please see the Cadent website (<http://cadentgas.com/Digging-safely/Dial-before-you-dig>) or the enclosed documentation.

Your proposal as currently specified **is in proximity to Cadent and/or National Grid apparatus**, which may impact, and possibly prevent, your proposed activities for safety and/or legal reasons.

**Please contact the Plant Protection Team (email by clicking [here](#), or full contact details are given at the top of this letter) and provide as much detail as possible about the nature and location of your proposed works.**

**As your works are at a "proposed" stage, any maps and guidance provided are for information purposes only. This is not approval to commence work. You must submit a "Scheduled Works" enquiry at the earliest opportunity and failure to do this may lead to disruption to your plans and works. Plant Protection will endeavour to provide an initial assessment within 14 days of receipt of a Scheduled Works enquiry and dependent on the outcome of this, further consultation may be required.**

## Your Responsibilities and Obligations

It is your responsibility to ensure that the information you have submitted is accurate and that all relevant documents including links are provided to all persons (either direct labour or contractors) working for you near Cadent and/or National Grid's apparatus, e.g. as contained within the Construction (Design and Management) Regulations.

This assessment solely relates to Cadent Gas Ltd, National Grid Electricity Transmission plc (NGET) and National Grid Gas plc (NGG) and apparatus. This assessment does **NOT** include:

- Cadent and/or National Grid's legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent and/or National Grid's assets in private land. You must obtain details of any such restrictions from the landowner in the first instance and if in doubt contact Plant Protection.
- Gas service pipes and related apparatus
- Recently installed apparatus
- Apparatus owned by other organisations, e.g. other gas distribution operators, local electricity companies, other utilities, etc.

It is **YOUR** responsibility to take into account whether the items listed above may be present and if they could be affected by your proposed activities. Further "Essential Guidance" in respect of these items can be found on the National Grid Website (<http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=8589934982>).

This communication does not constitute any formal agreement or consent for any proposed development work; either generally or with regard to Cadent and/or National Grid's easements or wayleaves nor any planning or building regulations applications.

Cadent Gas Ltd, NGG and NGET or their agents, servants or contractors do not accept any liability for any losses arising under or in connection with this information. This limit on liability applies to all and any claims in contract, tort (including negligence), misrepresentation (excluding fraudulent misrepresentation), breach of statutory duty or otherwise. This limit on liability does not exclude or restrict liability where prohibited by the law nor does it supersede the express terms of any related agreements.

If you require further assistance please contact the Plant Protection team via e-mail ([click here](#)) or via the contact details at the top of this response.

Yours faithfully

Plant Protection Team

# ENQUIRY SUMMARY

## Received Date

30/08/2017

## Your Reference

LSBUD-170830-11114326

## Location

Centre Point: 373537, 396793

X Extent: 1478

Y Extent: 1126

## Map Options

Paper Size: A3

Orientation: LANDSCAPE

Requested Scale: 10000

Actual Scale: N/A

Real World Extents: N/A

## Recipients

maurice.bowden@t-d-s.com

## Enquirer Details

Organisation Name: Technical and Development Services

Contact Name: Maurice Bowden

Address: Booths Park 01, Chelford Road, Knutsford, WA16 8GS

## Description of Works

Development Projects

## Enquiry Type

Proposed Works

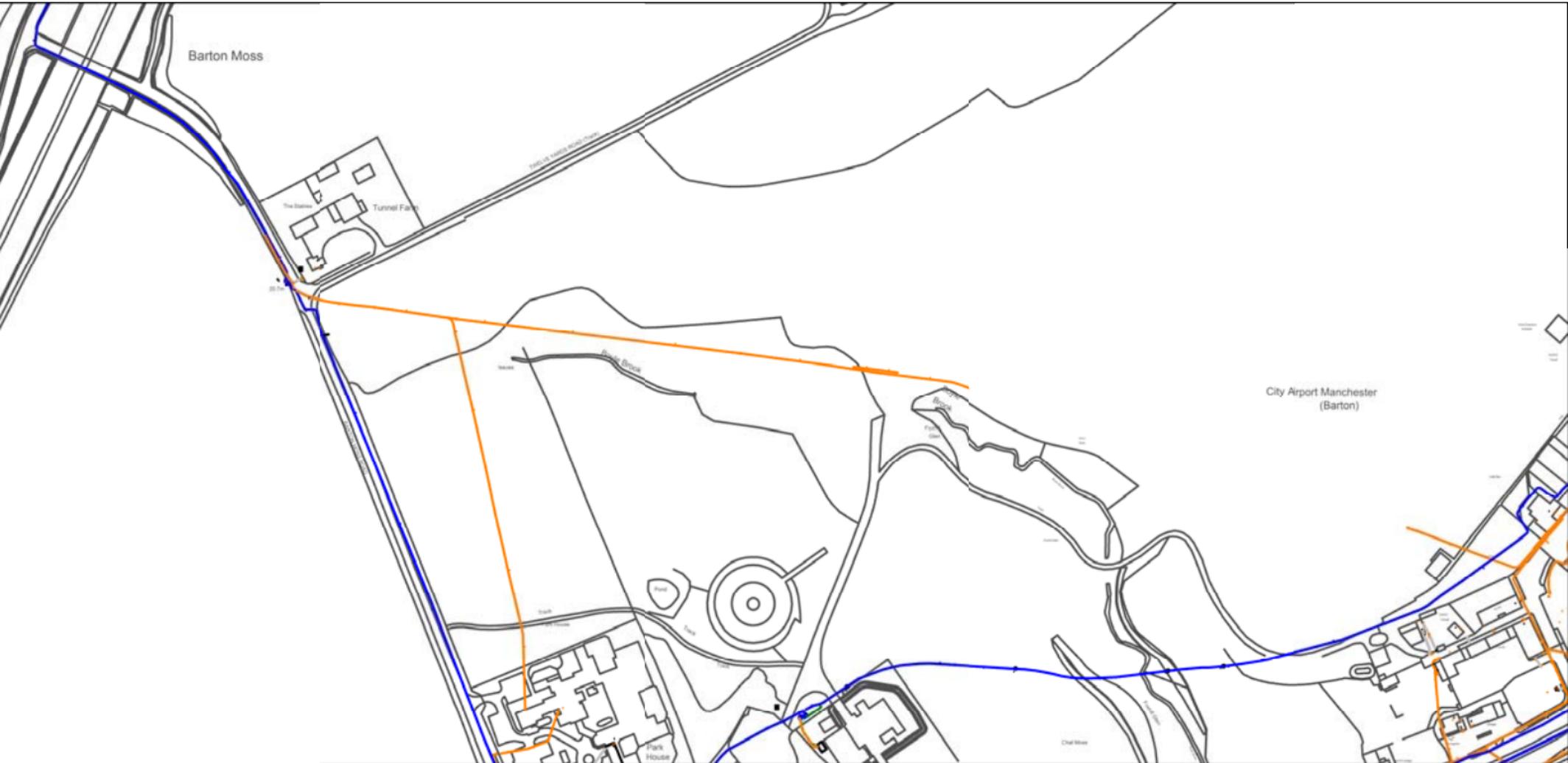
## Activity Type

Development Project

## Work Types

Work Type: Piling (Vibration)





Barton Moss

The Station  
Tunnel Farm

City Airport Manchester  
(Barton)

Park House







City Airport Manchester  
(Barton)

University  
Manchester

Marriotts  
Farm

Park  
House

# Maps by email Plant Information Reply



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BT

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## KEY TO BT SYMBOLS

DP		Pole	
Planned DP		Planned Pole	
PCP		Joint Box	
Planned PCP		Change Of State	
Built		Split Coupling	
Planned		Duct Tee	
Inferred		Planned Box	
Building		Manhole	
Kiosk		Planned Manhole	
Hatchings		Cabinet	
		Planned Cabinet	

Other proposed plant is shown using dashed lines.  
BT Symbols not listed above may be disregarded.  
Existing BT Plant may not be recorded.  
Information valid at time of preparation

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BT Ref : NHR11466D

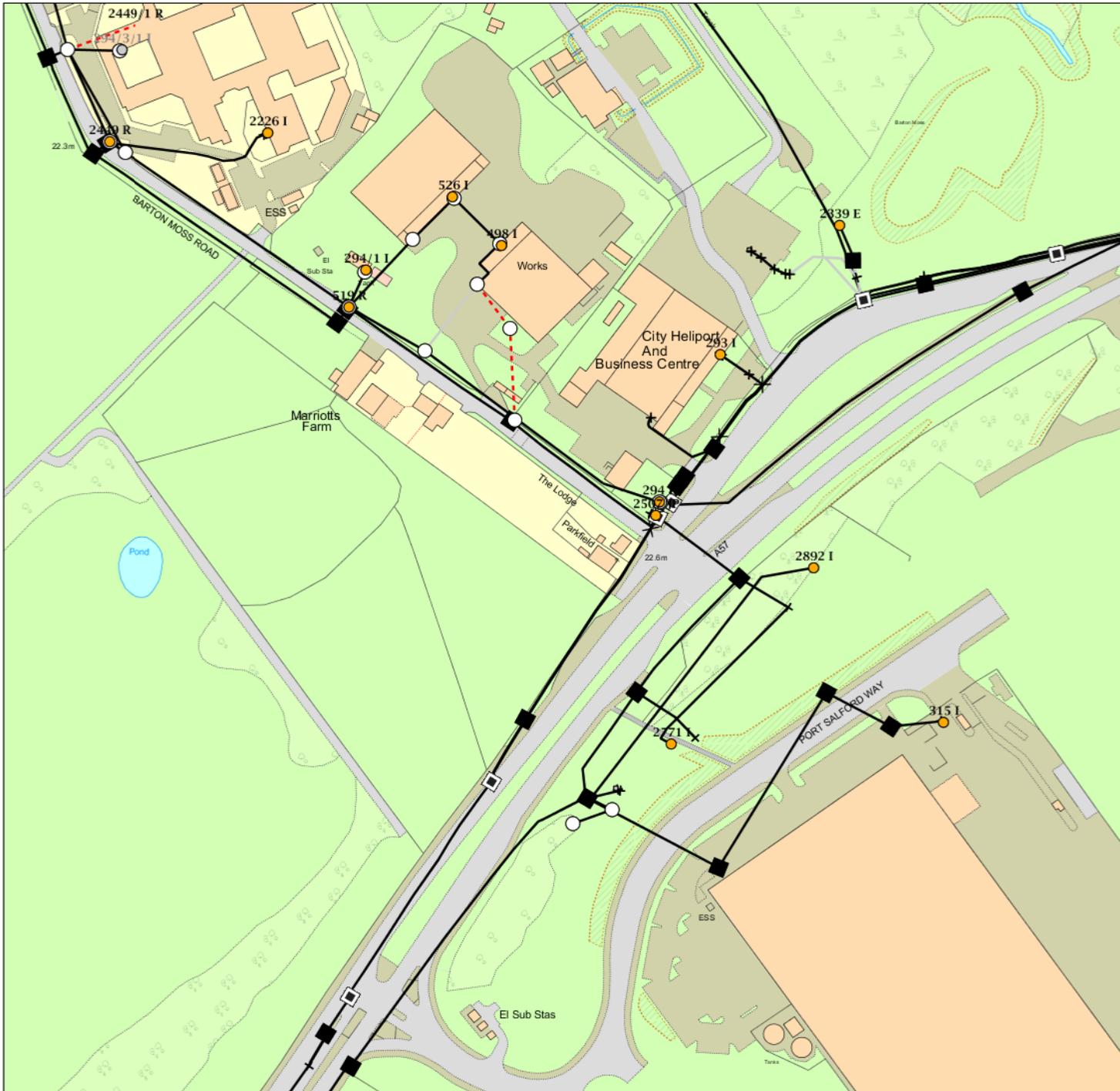
Map Reference : (centre) SJ7364196989

Easting/Northing : (centre) 373641,3969

Issued : 30/08/2017 11:47:07

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# Maps by email Plant Information Reply



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## KEY TO BT SYMBOLS

DP	
Planned DP	
PCP	
Planned PCP	
Built	
Planned	
Inferred	
Building	
Kiosk	
Hatchings	

Pole	
Planned Pole	
Joint Box	
Change Of State	
Split Coupling	
Duct Tee	
Planned Box	
Manhole	
Planned Manhole	
Cabinet	
Planned Cabinet	

Other proposed plant is shown using dashed lines.  
BT Symbols not listed above maybe disregarded.  
Existing BT Plant may not be recorded.  
Information valid at time of preoeration



BT Ref : ZWN12479D  
Map Reference : (centre) SJ7391696735  
Easting/Northing : (centre) 373916,396735  
Issued : 30/08/2017 12:47:28

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# Maps by email Plant Information Reply



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## KEY TO BT SYMBOLS

DP	
Planned DP	
PCP	
Planned PCP	
Built	
Planned	
Inferred	
Building	
Kiosk	
Hatchings	

Pole	
Planned Pole	
Joint Box	
Change Of State	
Split Coupling	
Duct Tee	
Planned Box	
Manhole	
Planned Manhole	
Cabinet	
Planned Cabinet	

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Existing BT Plant may not be recorded.  
Information valid at time of preparation

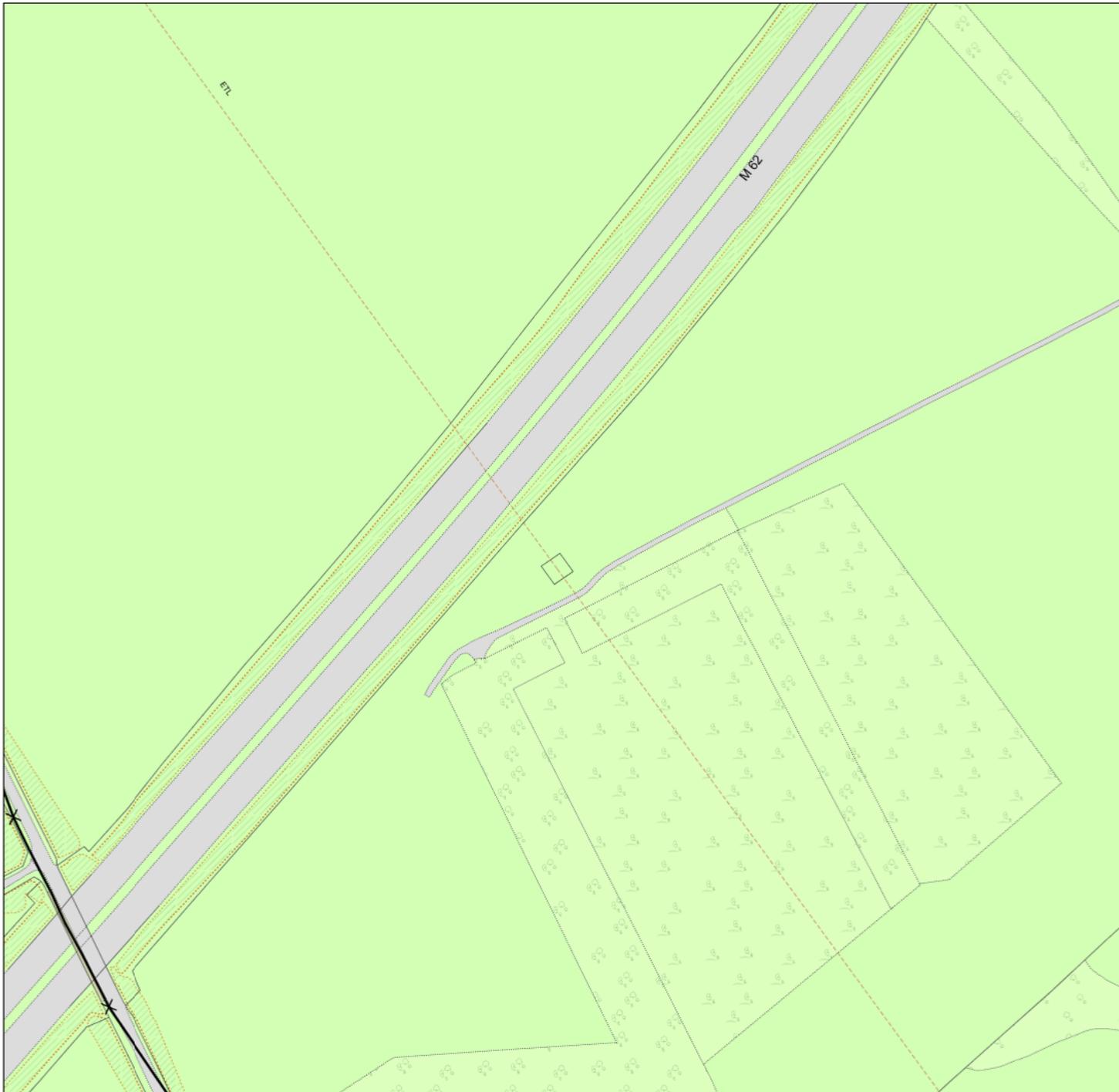
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BT Ref : AQZ11463Z  
Map Reference : (centre) SJ7352197455  
Easting/Northing : (centre) 373521,3974  
Issued : 30/08/2017 11:46:39

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## KEY TO BT SYMBOLS

DP		Pole	
Planned DP		Planned Pole	
PCP		Joint Box	
Planned PCP		Change Of State	
Built		Split Coupling	
Planned		Duct Tee	
Inferred		Planned Box	
Building		Manhole	
Kiosk		Planned Manhole	
Hatchings		Cabinet	
		Planned Cabinet	

Other proposed plant is shown using dashed lines.

BT Symbols not listed above maybe disregarded.

Existing BT Plant may not be recorded.

Information valid at time of preparation

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BT Ref : QMN11486Q

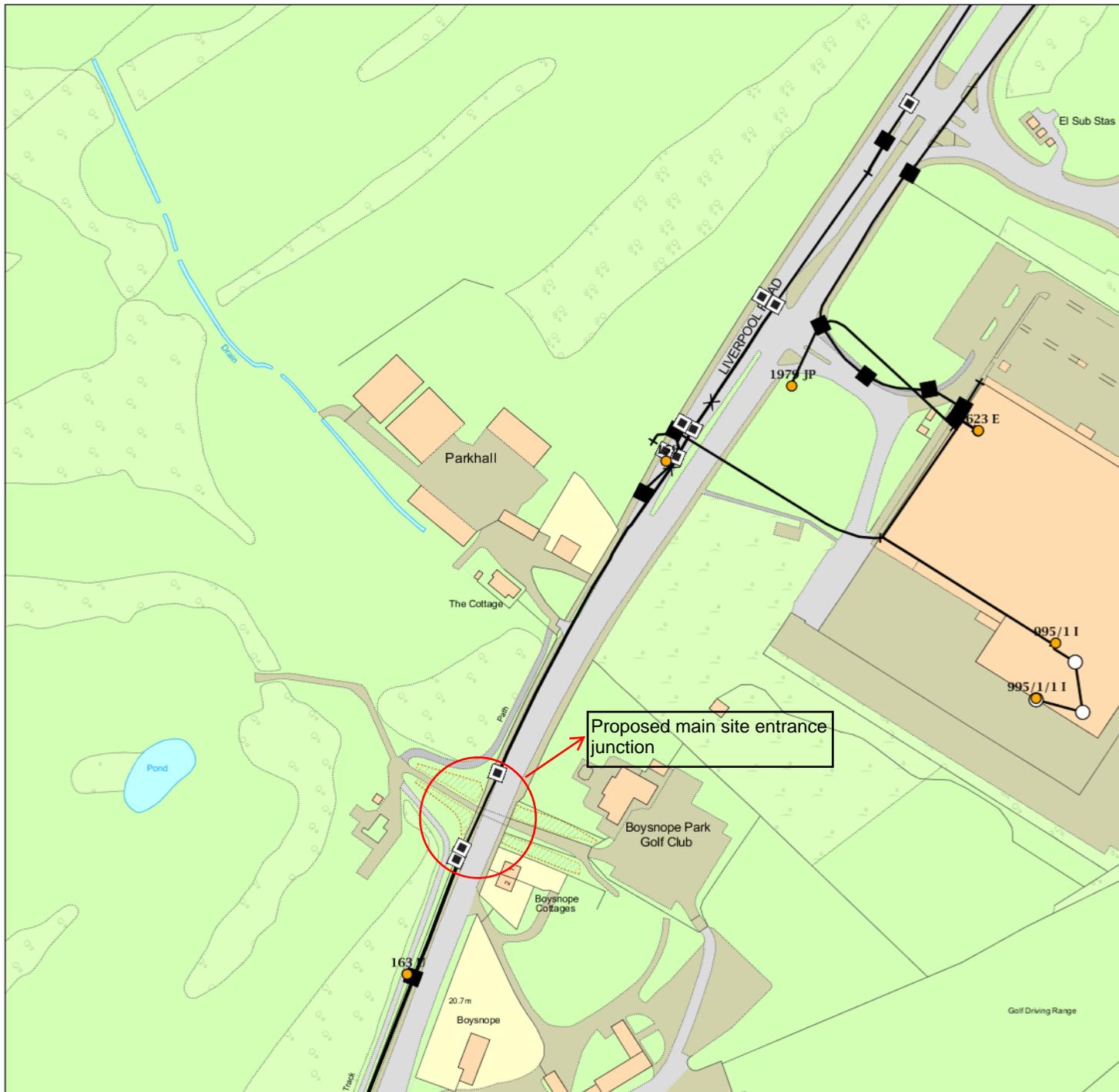
Map Reference : (centre) SJ7292496463

Easting/Northing : (centre) 372924,3964

Issued : 30/08/2017 11:48:25

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# Maps by email Plant Information Reply



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## KEY TO BT SYMBOLS

DP	
Planned DP	
PCP	
Planned PCP	
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Planned	
Inferred	
Building	
Kiosk	
Hatchings	

Pole	
Planned Pole	
Joint Box	
Change Of State	
Split Coupling	
Duct Tee	
Planned Box	
Manhole	
Planned Manhole	
Cabinet	
Planned Cabinet	

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Information valid at time of preparation

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BT Ref : TJE01408M

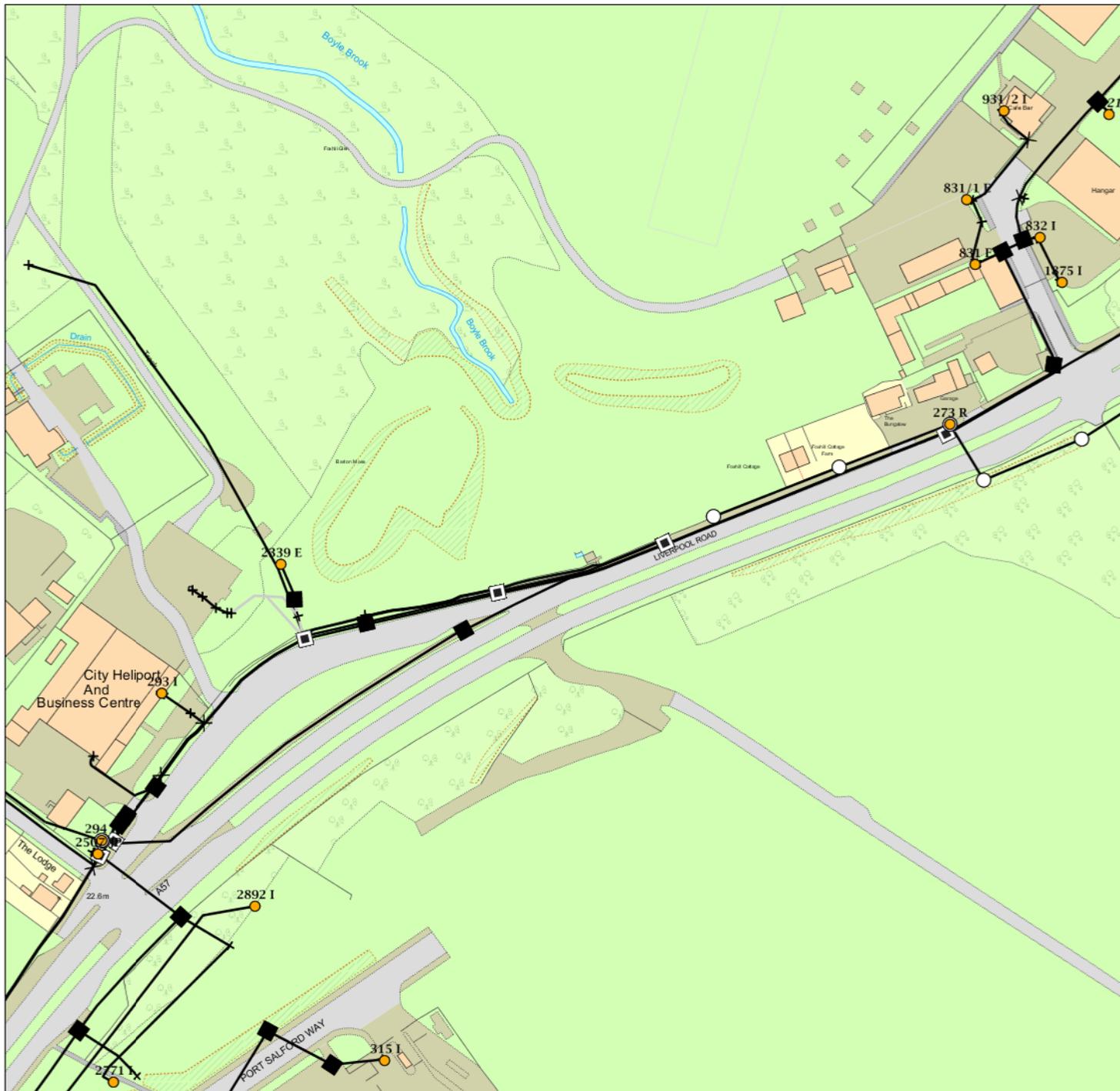
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Easting/Northing : (centre) 373667,3963

Issued : 30/08/2017 13:40:53

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# Maps by email Plant Information Reply



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## KEY TO BT SYMBOLS

DP		Pole	
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Planned PCP		Change Of State	
Built		Split Coupling	
Planned		Duct Tee	
Inferred		Planned Box	
Building		Manhole	
Kiosk		Planned Manhole	
Hatchings		Cabinet	
		Planned Cabinet	

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Information valid at time of preparation

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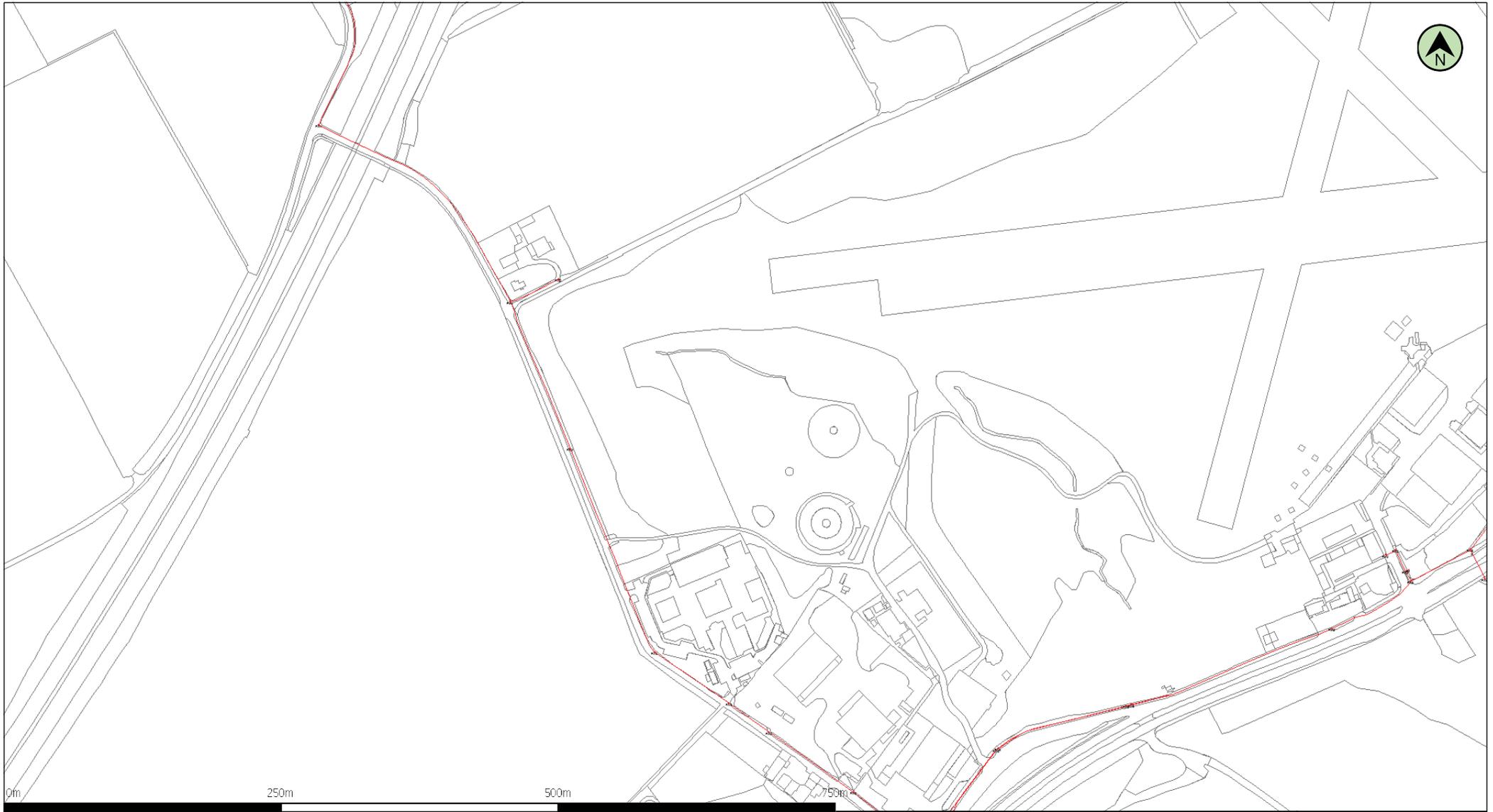
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Map Reference : (centre) SJ7416696890

Easting/Northing : (centre) 374166,396890

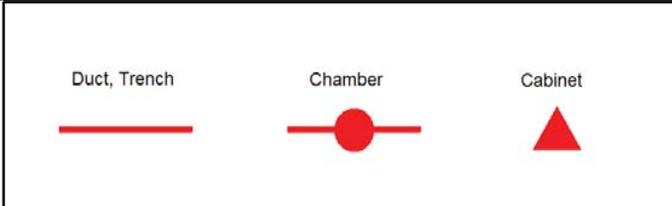
Issued : 30/08/2017 14:04:13

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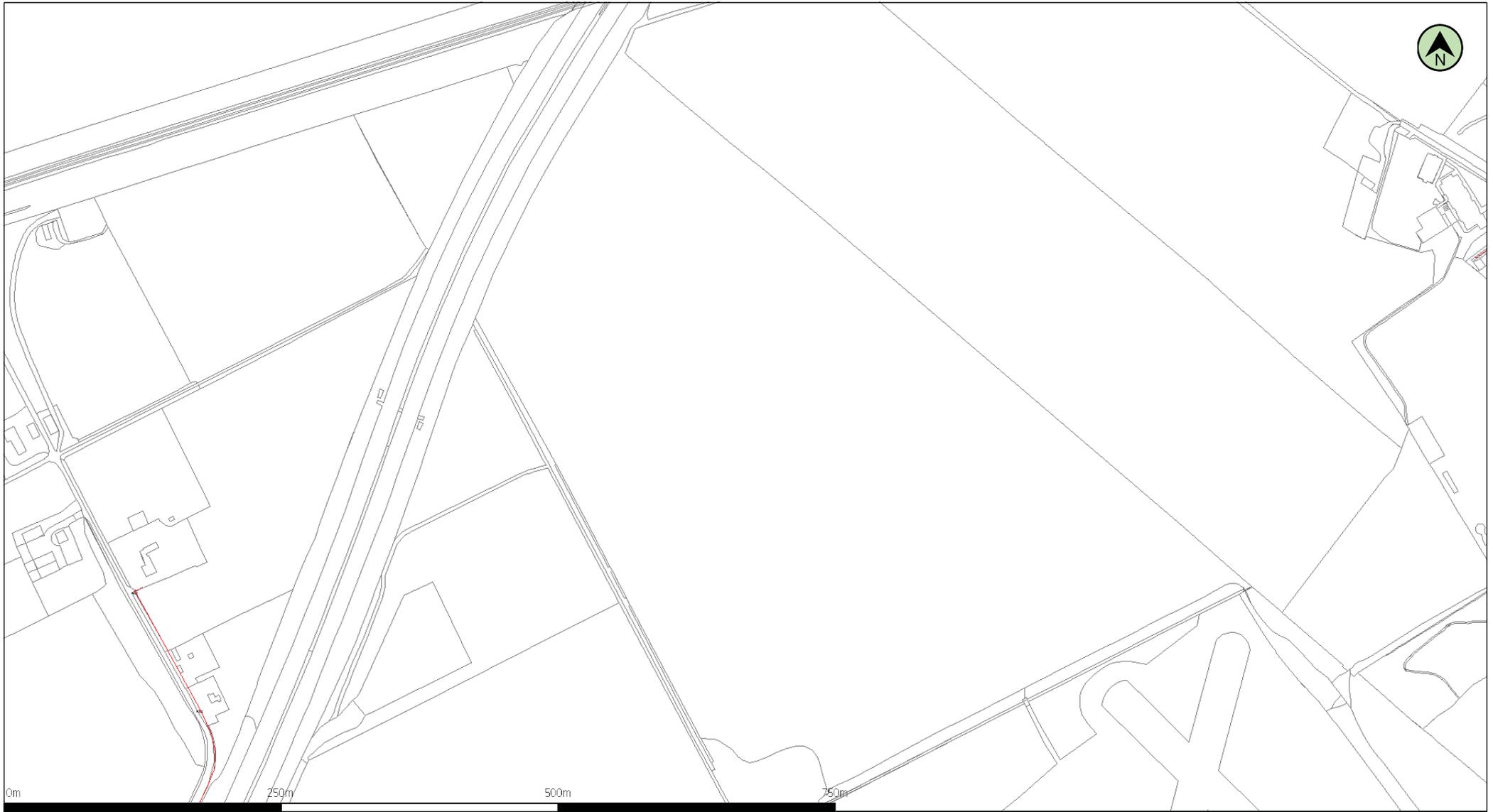
(c) Crown copyright and database rights 2017 Ordnance Survey 100019209      Date: 30/08/17      Scale: 1:4832      Map Centre: 373796,397138      Data updated: 02/07/17      Telecoms Plan A4

Important Information - please read The purpose of this plan is to identify Virgin Media apparatus. We have tried to make it as accurate as possible but we cannot warrant its accuracy. In addition, we caution that within Virgin Media apparatus there may be instances where mains voltage power cables have been placed inside green, rather than black ducting. Further details can be found using the "Affected Postcodes.pdf", which can be downloaded from this website. Therefore, you must not rely solely on this plan if you are carrying out any excavation or other works in the vicinity of Virgin Media apparatus. The actual position of any underground service must be verified by cable detection equipment, etc. and established on site before any mechanical plant is used. Accordingly, unless it is due to the negligence of Virgin Media, its employees or agents, Virgin Media will not have any liability for any omissions or inaccuracies in the plan or for any loss or damage caused or arising from the use of and/or any reliance on this plan. This plan is produced by Virgin Media Limited (c) Crown copyright and database rights 2017 Ordnance Survey 100019209.



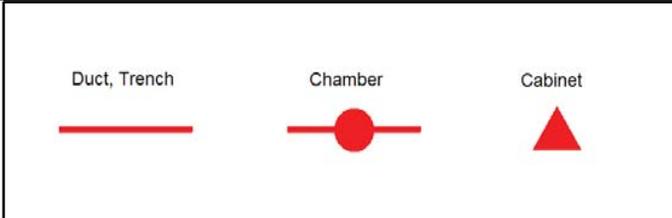
gerard.keogh@virginmedia.co.uk





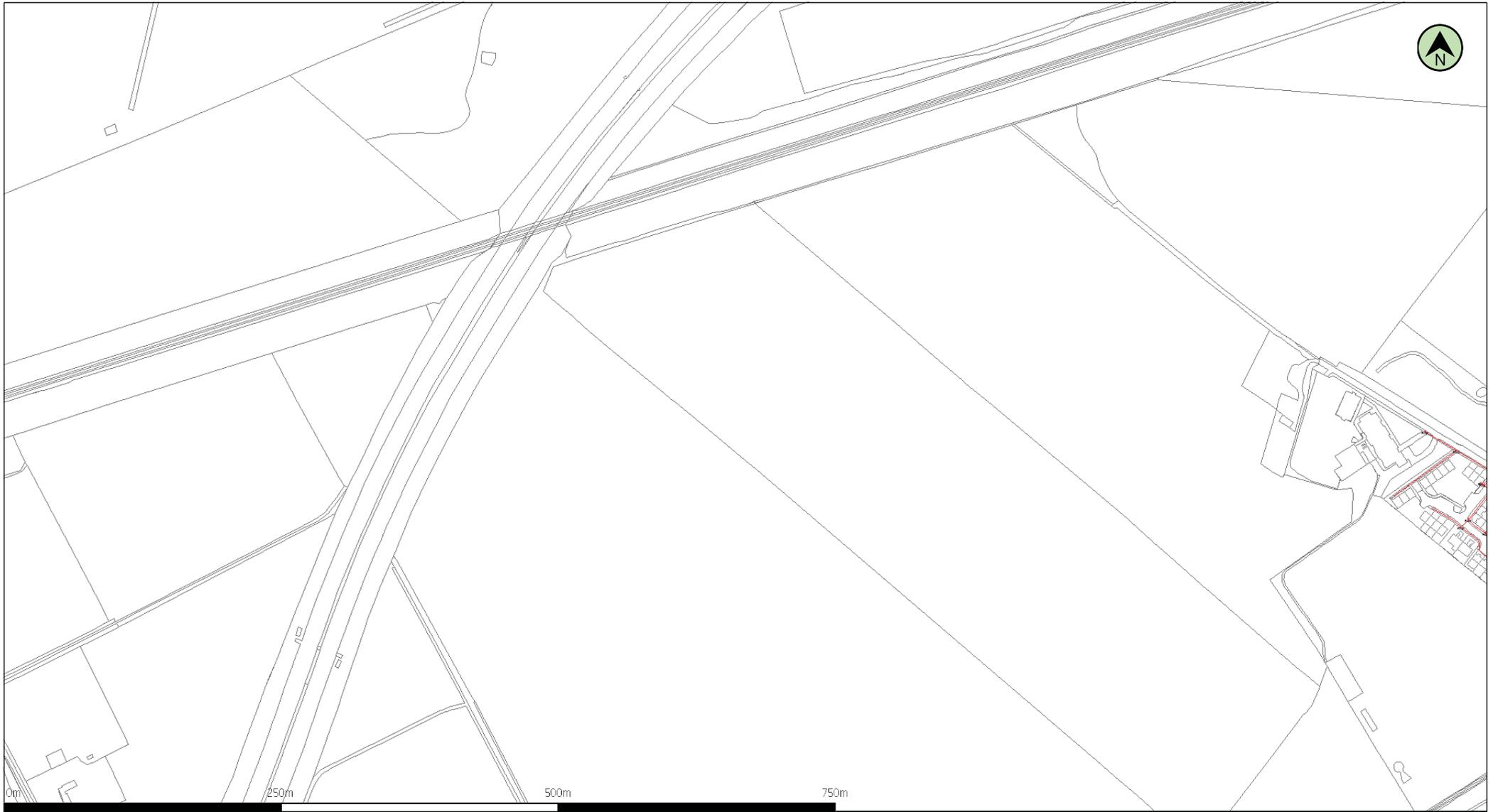
(c) Crown copyright and database rights 2017 Ordnance Survey 100019209      Date: 30/08/17      Scale: 1:4832      Map Centre: 373923,397783      Data updated: 02/07/17      Telecoms Plan A4

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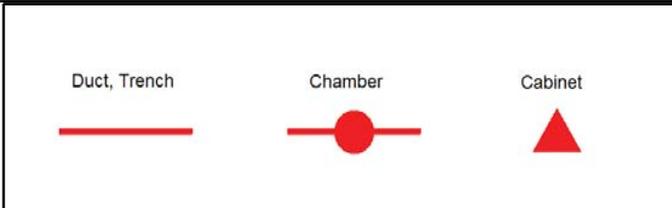
gerard.keogh@virginmedia.co.uk





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Date: 30/08/17

Scale: 1:4832

Map Centre: 373377,396573

Data updated: 02/07/17

Telecoms Plan A4

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Duct, Trench



Chamber



Cabinet

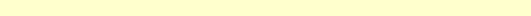
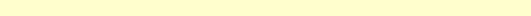
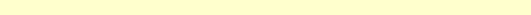


gerard.keogh@virginmedia.co.uk





### Vodafone Network Colour:

	Ex-Cable&Wireless UK Network (now Vodafone)
	Planned & Approved Route
	Planned Route – Awaiting Approval
	Other Licensed Operator (OLO)
	Ex-Thus Network (now Vodafone)
	Ex-Energis Network (now Vodafone)
	OLO

### Other:

	Overhead Electricity Line (non Vodafone)
	Network Rail

### Other Licensed Operator (OLO).

= Ex-Cable&Wireless UK, Energis and Thus fibre-optic cable within an OLO duct. Please contact all other operators for further details of their apparatus within that area.



# Special Requirements relating to the External Plant Network of Vodafone

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## 1. Introduction

This document sets out the procedure that will apply when Other Parties intend or are undertaking works in the vicinity of Vodafone apparatus (see Appendix B for further information on what constitutes Vodafone apparatus).

## 2. Purpose of document

This document provides a means by which the Vodafone specific special requirements relating to their apparatus, regardless of it being situated in the public highway / road, private street, land or any other areas, is made aware to Other Parties.



### 3. Scope

This document will be presented to Other Parties or Contractors to encourage those undertaking works within the vicinity of Vodafone apparatus to refer to and comply with. This is in order to protect where necessary the Vodafone apparatus and to avoid damage to the apparatus and loss of service.

A National Joint Utilities Group (NJUG) document NJUG Volume 3 Guidelines on the Management of Third Party Cable Ducting provides useful reference material.

It should be noted that, where appropriate, additional information on avoiding danger from underground apparatus is contained within the HSG47 guidance book titled "Avoiding Danger from Underground Services."

### 4. Vodafone Network and Apparatus

Damage to Vodafone apparatus is extremely disruptive and can be expensive to repair, especially where long lengths of cable have to be replaced.

In order to maintain the network integrity and minimise disruption to service, it is essential that disturbances are absolutely minimal. When working within the vicinity of Vodafone apparatus, extreme care is necessary in order to avoid costly repairs. The Other Parties / Contractor shall make every effort to ensure that disturbance of Vodafone apparatus is no more than is absolutely necessary for the completion of the works in accordance with their contract. It should be noted that it is an offence to interfere with Vodafone apparatus without first contacting the company for advice.

### 5. Plant records

It is the responsibility of the Other Parties undertaking works which may affect Vodafone apparatus to obtain all relevant Vodafone plant records from our agent Atkins Global prior to works commencing. This may be done by contacting the Atkins Global Plant Enquiries Team listed in Appendix B.

Plant records for such enquiries will generally be provided within 10 working days of receipt and in compliance with the New Roads and Street Works Act 1991 [NRSWA] requirements.

### 6. Definitions

The following definitions are applicable in this document:

- a) **Apparatus** - means all surface or sub-surface equipment and plant used by Vodafone including any associated cables or ducts owned, leased or rented by Vodafone.
- b) **Cable** - means any polythene or other sheath containing optical fibres or metallic conductors.
- c) **Depth of cover** - means the depth from the surface to the topmost barrel of the duct nest, in the case of ducts encased in concrete, to the top of the concrete, and in the case of directly buried cable, the top of the cable.
- d) **Jointing chamber** - means any manhole, surface box or other chamber giving access to Vodafone apparatus or their network.
- e) **Utility** - means an organisation licensed to provide gas, water, electricity, Cable TV or telecommunications services.
- f) **Developer** - means an organisation licensed to develop industrial/residential premises or given license to connect to utility apparatus.



- g) **Contractor** - means the individual, firm or company contracted to undertake the work for a Utility or Other Parties.
- h) **Other Parties** - means the Utilities, Highway or Roads Authorities, Developers, Street/Roads Authority Section 50/109 licensees
- i) **Site** - means the location of, or in the vicinity of, the various works.

## 7. Requirements

Prior to commencing any work or moving heavy plant or equipment over any portion of the site, the Other Parties or Contractor shall notify Vodafone of their intentions. This may be done by contacting Vodafone via the contact list in Appendix B.

Upon receipt of this notification, Vodafone will identify if their apparatus is affected. If any Vodafone apparatus is affected by the works then they will arrange for the necessary records to be provided and confirm details of Vodafone apparatus and network operated within the affected area or adjacent to the proposed work site.

### 7.1 Location of Plant

It is the responsibility of the Other Parties or Contractors to undertake adequate plant location procedures. These may include searches for metallic cables which must be performed by actively inducing a signal in a cable conductor via a transmitter. A passive search is not considered sufficient.

Before applying a tracing signal to the Vodafone apparatus, the Other Parties or Contractors shall seek confirmation from Atkins Global that the Vodafone apparatus will not suffer any disruption to its networks normal workings as a result of the nature of the signal being induced.

### 7.2 Trial excavations

Optic fibre cables are very susceptible to damage from excavation tools. They are not electrically conductive and cannot be located by radio induction methods. Once an approximate location is known, the exact location must be ascertained by means of hand dug pilot holes. Where the work to be carried out by the Other Party or Contractor involves excavation in the vicinity of our apparatus, the Other Party or Contractor shall, by trial excavation at his own expense, determine the exact location and depth of the Vodafone apparatus. All excavations adjacent to the Vodafone apparatus are to be carried out by hand until the extent and /or location of the apparatus is known.

**All excavation work shall be executed in accordance with the current issue of Health and Safety series booklet HSG47, Avoiding danger from underground services.**

## 8. Depths of cover

The Other Party or Contractor should note that the minimum depths of cover for Vodafone apparatus shall be maintained together with specified separation requirements. Where the minimum depths of cover specified by Vodafone cannot be maintained, the Other Party or Contractor shall at their own expense, carry out the instructions of Vodafone requirements for the protection or diversion of their apparatus.

**The Other Party or Contractor should have particular regard to the possibility of encountering Vodafone apparatus (including ducts and cables), at depths of cover other than that reported.**

Surface cables (such as cables on bridges or walls) which are liable to be placed in danger from the Other Parties or Contractors works shall be protected, at the Other Parties expense, as directed by the Vodafone representative.



## 9. Separation

Reference should be made to HSG47 to ensure that adequate separation is achieved. The following details outline the specific requirements of Vodafone and capture the HSG47 requirements.

### 9.1 High voltage cables

High voltage single core cables of 1000 V and above shall have a minimum clearance from Company Apparatus of 500 mm.

High voltage multi-core cables of 1000 V and above shall have a minimum clearance from Company Apparatus of 350 mm.

In exceptional circumstances where the above clearances cannot be maintained, the separating distance may be reduced to a minimum of 175 mm. In such circumstances, concrete, of a quality as directed by the Company Representative, must be inserted to completely fill the space between the High Voltage cable and the Company Apparatus, in accordance with the requirements of the Company Representative. Any further services must have a minimum clearance of 250 mm from the concrete.

### 9.2 Low voltage cables

Low voltage cables of less than 1000 V shall have a minimum clearance from Company Apparatus of 180 mm. In exceptional circumstances where the above clearance cannot be maintained, the separating distance may be reduced to a minimum of 75 mm. In such circumstances, concrete, of a quality as directed by the Company Representative, must be inserted to completely fill the space between the services, in accordance with the requirements of the Company Representative. Any further services must have a minimum clearance of 250 mm from the concrete.

### 9.3 Ancillary electrical apparatus

Street furniture such as lamp posts, traffic posts and other such ancillary electrical apparatus shall have a minimum clearance of 150 mm from underground Company Apparatus and 600mm clearance from above ground Company Apparatus.

### 9.4 High pressure gas mains and other Undertakers plant/equipment

High pressure gas mains shall have a minimum clearance of 450 mm from Company Apparatus. All other undertakers' plant and equipment, when running in parallel with Company Apparatus, shall have a minimum clearance of 200mm. Where gas mains cross Company Apparatus, the minimum clearance shall be 200mm. All other undertakers' plant and equipment, when running across Company Apparatus, shall have a minimum clearance of 100 mm. NJUG Volume 1, Guidelines on the positioning and colour coding of underground utilities' apparatus refers.

### 9.5 Other Undertakers plant

Other undertakers' plant and equipment which runs in parallel with Company Apparatus shall have a minimum clearance of 200mm. All other undertakers' plant and equipment when running across Company Apparatus shall have a minimum clearance of 100mm.

### 9.6 Tramways

Each separating distance shall be individually agreed with the Company Representative.



## 10. Jointing chambers

### 10.1 Protection

Footway type jointing chambers are not designed to withstand carriageway loadings.

Where such chambers are liable to be placed at risk, either temporarily or permanently, from vehicular traffic or from the movement of plant and/or equipment, they will need to be adequately protected. Alternatively, they may have to be demolished and rebuilt to carriageway standards, at the Other Parties or Contractors expense under supervision of Vodafone representative.

All Vodafone jointing chambers and / or other access points shall be kept clear and unobstructed. Access for vehicles, winches, cable drums and / or any further equipment required by Vodafone for the maintenance of its apparatus, must be maintained at all reasonable times.

### 10.2 Access

The covers to Vodafone jointing chambers and / or apparatus shall only be lifted by means of the appropriate keys and under the direct supervision of a Vodafone representative. Other Parties or Contractors shall not enter any Vodafone jointing chamber and / or apparatus unless under the supervision of a Vodafone representative and in any case not before the mandatory gas test has been carried out in the presence of Vodafone representative and such checks have shown it to be safe to enter the Vodafone chamber and / or apparatus. The Other Parties or Contractors shall be given reasonable access to Vodafone apparatus and chambers when required.

## 11. Notification periods

Where the Other Parties or Contractors works or the movement of plant or equipment may endanger Vodafone apparatus, the Other Party or Contractor shall give the Vodafone **at least 7 working days'** notice in writing of the intended date to commence operations.

No excavation should be made without first consulting the relevant Vodafone apparatus layout drawings, which will be made available from the Vodafone agent Atkins Global on request and allowing 28 working days for processing the relevant drawings. However, should this not be possible, direct contact should be made to the Atkins Global Plant Enquiries Team as soon as possible to assess the situation.

When excavating, moving or backfilling (including use of Foamed Concrete for Reinstatements – FCR) around Vodafone apparatus, Vodafone shall be given adequate prior written notice of the Other Parties or Contractors intentions, in order that the works may be adequately supervised. Such notice shall not be less than 3 working days.

## 12. Excavation and backfill

All excavations adjacent to Vodafone apparatus are to be carried out by hand until the extent and or location of the Vodafone apparatus is known.

Use of mechanical borers and / or excavators shall not be used without the supervisory presence of a Vodafone representative or a given exemption.

Shuttering of the excavation or support to Vodafone apparatus, at the Other Parties or Contractors expense, shall be used as directed by the Vodafone representative.

At least 7 working days' notice must be given to Vodafone in order that any special protective measures which may be required to protect Vodafone apparatus, at the Other Parties or Contractors expense, when equipment such as pile driving, explosives, laser cutting high powered RF equipment or RF test gear, is to be used in conjunction with the works.



Other Parties or Contractors are advised to refer to the National Joint Utilities Group publication: NJUG Volume 1- Guidelines on the Positioning and Colour Coding of Underground Utilities' Apparatus

## 13. Foam concrete

If foam concrete is being used as the backfill material, it shall not be used either above or within 500 mm of any Company Apparatus. A suitable material in accordance with the specification for the Reinstatement of Openings in Highways shall be substituted.

## 14. Attendance of Company Representative

If a situation requires the attendance on site of a Vodafone representative for a continuous period of more than 6 hours, suitable facilities shall be provided by the Other Party or Contractor, at their expense, to meet the office and ablution requirements. If a situation arises that requires urgent attention Vodafone will endeavour to attend site within 2 hours for all other occasions arising, 24 hours.

## 15. Damage reports

In the event of any damage whatsoever occurring to Vodafone apparatus, the Other Party or Contractor shall immediately inform Vodafone by contacting their 24/7 number , (for contact details please refer to Appendix A).

All relevant costs of any subsequent repair and / or removal of the Vodafone apparatus shall be charged to the Other Party or Contractor, irrespective of who affects the repair.

The above requirements do not relieve the Other Party or Contractor of any of their obligations under their contract.



## 16. Appendix A – Street Works Team Contacts for Vodafone

Function	Address	Phone	Email Address
Streetworks Team	Vodafone Damage Claims, Pavilion 4, 1-2 Berkeley Square, 99 Berkeley Street Glasgow G3 7HR	0333 304 0759	<a href="mailto:utilitiescentre@vodafone.com">utilitiescentre@vodafone.com</a>
Customer Complaints	n/a	0333 304 0762	n/a
Liability Claims Or Damage to Vodafone Apparatus	Vodafone Damage Claims, Pavilion 4, 1-2 Berkeley Square, 99 Berkeley Street Glasgow G3 7HR	0333 304 1104	<a href="mailto:claims@vodafone.com">claims@vodafone.com</a>
Diversionsary Works C2	Atkins Global, The Hub, 500 Park Avenue, Aztec West, Bristol, BS32 4RZ	T: 01454 662881	<a href="mailto:osm.enquiries@atkinsglobal.com">osm.enquiries@atkinsglobal.com</a>
Diversionsary Works C3/C4 Escalations	Smale House, Floor 2E, 114 Great Suffolk Street, London, SE1 OSL	02075281485	<a href="mailto:c3requests@vodafone.com">c3requests@vodafone.com</a>
Emergencies 24 Hour – Defects & Faults	n/a	0333 304 0762	n/a
Plant Enquiries Vodafone inc: Cable & Wireless; Mercury Communications; Thus Plc; Energis; Scottish Telecom; Your Comms; Norweb Comms	Atkins Global, The Hub, 500 Park Avenue, Aztec West, Bristol, BS32 4RZ	T: 01454 662881	<a href="mailto:osm.enquiries@atkinsglobal.com">osm.enquiries@atkinsglobal.com</a>



# 17. Appendix B – What constitutes Vodafone Network

Vodafone own fibre network dedicated to business and residential users of telecommunications and has an international cable network that provides connectivity to 153 countries, either directly or indirectly through partners, reaching across the Atlantic Ocean, through Europe and on to India and throughout Asia. Spanning approximately 500,000 km in length, including interests in more than 69 major global cable systems, our next-generation network improves the quality and performance of telecommunications services through our use of advance optical and IP transmission.

In the UK & Ireland Vodafone’s overall network includes the following legacy networks now owned through acquisitions or Company name changes.

Below are examples of what you could see on the streets and should be aware of:



Vodafone Limited



Cable & Wireless U.K



Special Requirements relating to the External Plant Network of Vodafone



Mercury Communications Limited



Energis Communications Limited



Thus plc





Scottish Telecom



Your Communications





Norweb Communications



Our apparatus is installed in roads and streets of UK and Ireland, however in some places is undistinguishable from other operators' apparatus, for example in City Centres where high quality infill modular paving chamber covers are found; some with labels and some without.

See below as examples:





The apparatus shown here is now owned, maintained and still in operation by Vodafone and includes.

- Vodafone Limited
- Cable & Wireless U.K
- Mercury Communications Limited
- Energis Communications Limited
- Thus plc, now Thus Group Holdings Limited
- Your Communications Group Limited

Please see the Contact Details in Appendix A for Plant Enquiries and help on site.



## 18. About this Document

Content Owner

Changes since last version

Reformatted using the current Vodafone template to include updated Contact Details .

End of Document



# Map1

**Plant**

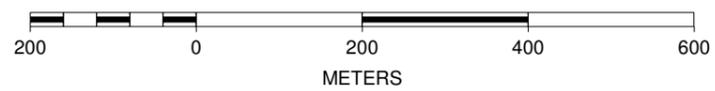
- AsBuilt Ducts (UNC use only)
  - Leased
  - Owned
  - Shared
  - Shared (SP)
- AsBuilt Chambers
- Plan Ducts
- Plan Chambers

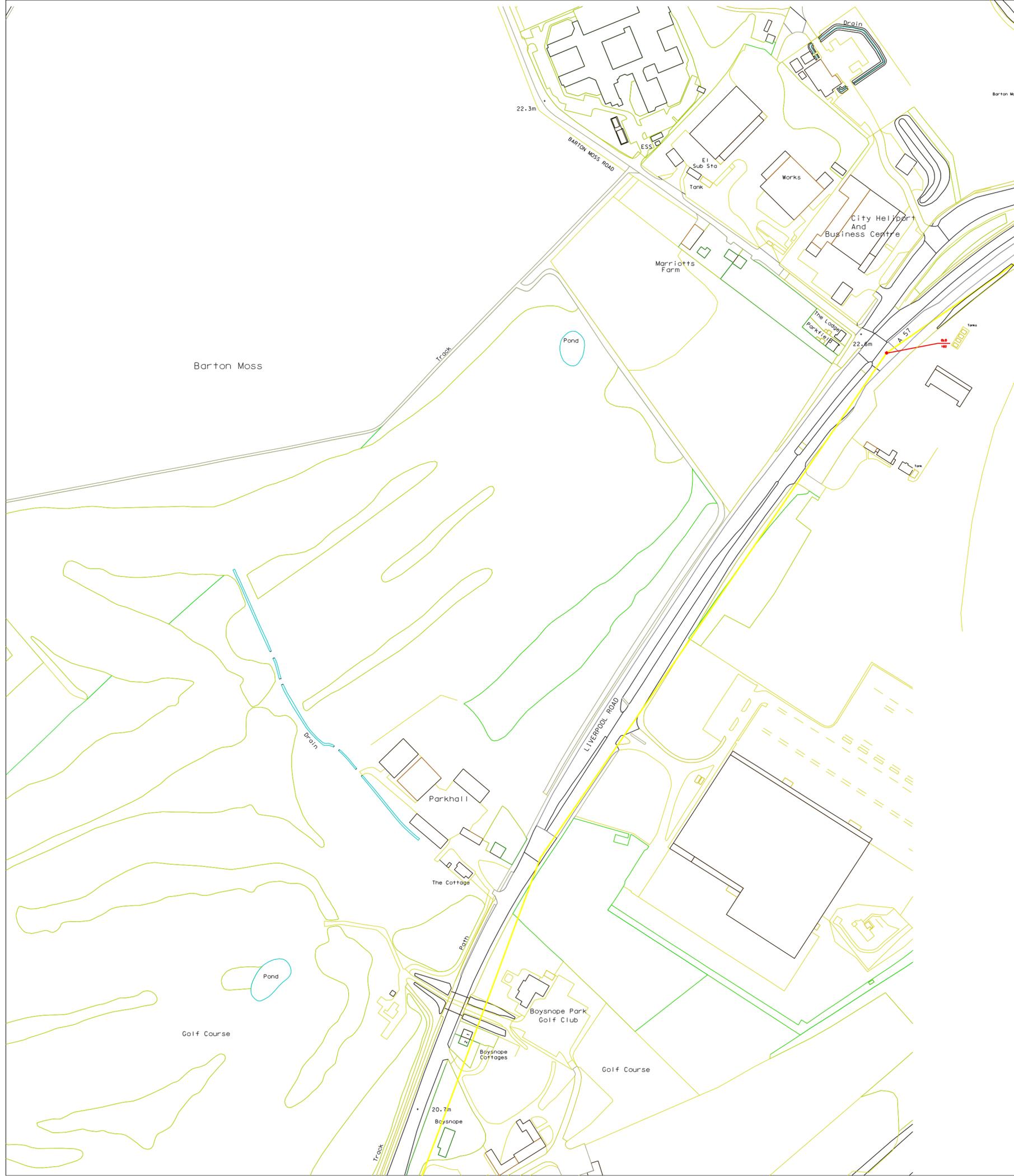
**Rasters**

- OS 1:10,000 Mapping



SCALE 1 : 8,504







Underground Services Team  
National Records Centre  
Audax Road  
YORK

NRSWA Asset Enquiries

YO30 4GS

Tel: 01904 386391

Date: 08 September 2017

Your Reference **2017\_17798**

Our Reference: **LNW171100 MA1**

Dear NRSWA,

**Re: Underground Services Search: \*\*OP\*\* WG3 City Gateway, Barton Moss**

**Please find information available as per the checklist.**

The information contained herein is based on Network Rail's records and, where appropriate, third parties such as utility companies. The search enclosed does not cover a search of local council records. Also, schematic Signal and Telecom (S&T) cables plans are not provided as part of the search results, therefore you must assume S&T cables are present until proven otherwise.

Although at the date of this letter the information is as up to date as possible, it is **NOT** a statement of validity, accuracy or completeness as to any of the enclosed search information and must not be relied on as such.

Your risk assessment **MUST** take into account:

- That the information supplied, including the services shown on the map from the Rail Infrastructure Network Model (RINM), does not provide any guarantee as to the accuracy of the actual location of services on site and **MUST** be considered as for guidance purposes only.
- That new/unrecorded services are likely to be present
- That the enclosed Underground Services search information has been collated only for the ELR and Mileage boundaries as stated on the original request form

Included in your underground services search is a list of local engineers and managers you **MUST** contact before any ground disturbance is carried out, to check whether further information is held locally.

Further guidance can be obtained from the Health and Safety Executive publication HSG47 "Avoiding Danger from Underground Services" and the Network Rail Publication NR/L2/INI/CP1030.

Should you become aware of any additional underground services or assets within the locality during your investigations and/or works, including redundant assets, please identify them as a matter of urgency to the site manager. Records of the location of these assets should be kept for onward transmission and entry into the Hazard Directory.

Yours sincerely

**Mandy Adams**

Distribution Administrator



# UNDERGROUND SERVICES INFORMATION CHECKLIST

<b>YOUR REF</b>	2017_17798	<b>OUR REF</b>	LNW171100
<b>LOCATION</b>	**OP** WG3 City Gateway, Barton Moss	<b>ELR</b>	DSE
<b>MILEAGE FROM</b>	24.1350	<b>MILEAGE TO</b>	25.0270
<b>Utility Company/Internal Source</b>	<b>Category</b>	<b>Enc</b>	<b>Notes</b>
Site Map	GIS Systems	Yes	
Hazard Directory	Hazard	Yes	
Civils LNW	NRG	Yes	
eBrowser	NRG	No	NIL RETURN - see below

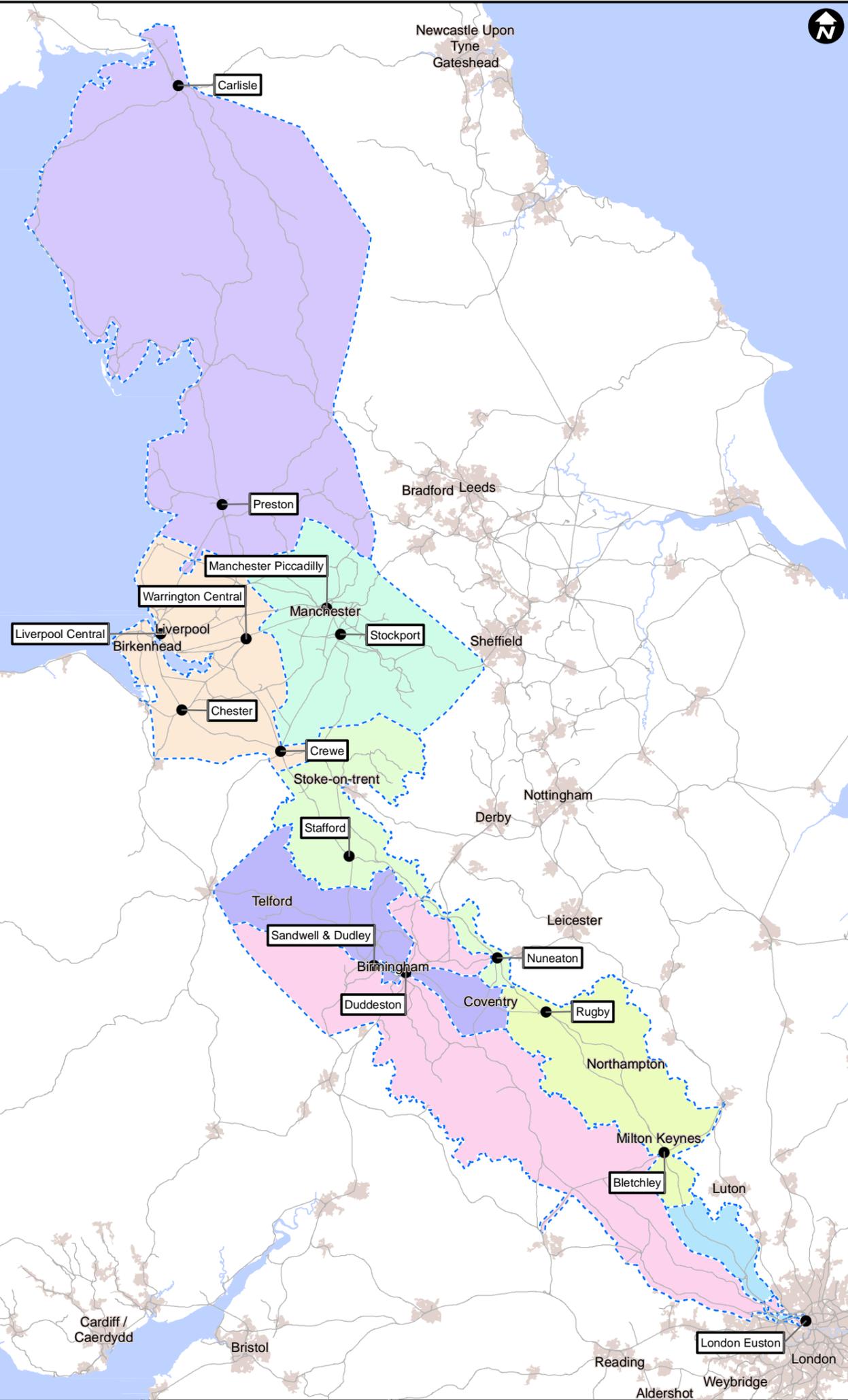
**NIL RETURN:** After interrogating the information made available to us, no records containing underground services information have been returned for this worksite. However, reference must be made to the guidelines supplied with this underground services search, which contain important information on safe working practices.

**Upon receipt can you please check that the information provided agrees with this listing and if there are any discrepancies please contact the Underground Services Team at:**

**National Records Centre, Audax Road, York. YO30 4GS**

**[buriedservicesnst@networkrail.co.uk](mailto:buriedservicesnst@networkrail.co.uk)**

Route	Delivery Unit	Role	Name	Tel:	Mobile:	
London North Western	Bletchley	Section Manager (Signalling)	Christian Slater	N/A	07834 147523	
		Section Manager (E&P)	Lee Bassett	N/A	07764 333454	
	Rugby	Section Manager (Signalling)	Andrew Boulton	01788 513624	07515 621526	
		Section Manager (E&P)	Pat Griffiths	N/A	07802 892211	
	Bletchley & Rugby	S&T Maintenance Engineer	Cloud Tembo	01788 555596	07739 651541	
		Section Manager (D&P)	Mick Pearson	01788 555566	07793 308278	
		E&P Maintenance Engineer	David Maybury	N/A	07802 892210	
London North Western	Lancs & Cumbria	Route Communications Engineer	Mike Ankers	01270 532585	07899 934169	
		Section Manager (Signalling)	Peter Jones	01228 880208	07802 890050	
	Carlisle	Section Manager (D&P)	John Noon	01228 880183	07802 890090	
		S&T Maintenance Engineer	Graeme Cleasby	N/A	07515 620126	
	Carlisle & Preston	E&P Maintenance Engineer	Paul Le Fevre	N/A	07802 597168	
	Carlisle West	Section Manager (Signalling)	John Winthrop	N/A	07802 890059	
	Carnforth & Barrow	Section Manager (Signalling)	Paul Thistlethwaite	N/A	07802 891942	
	Preston	Section Manager (Signalling)	Barry Fairgrieve	N/A	07713 301044	
		Section Manager (D&P)	Andy Welch	01772 443867	07713 986507	
		S&T Maintenance Engineer	Gary McCann	N/A	07802 597569	
	London North Western	Liverpool	E&P Maintenance Engineer (3rd Rail/D&P)	Allen Corcoran	N/A	07764 162315
			Section Manager (Distribution)	Jim Scragg	N/A	07793 336263
			Section Manager (Plant)	Simon Rogers	N/A	07771 672025
		Section Manager (3rd Rail)	Paul Linder	N/A	07515 622469	
		E&P Maintenance Engineer (OLE)	John Riley	N/A	07801 907973	
		Acting Section Manager (OLE)	Mark Charlesworth	N/A	07825 376207	
Chester/Edge Hill (L'pool)		Section Manager (Signalling)	Arthur McCann	N/A	07795 647090	
Crewe		Section Manager (Signalling)	Steven Robinson	N/A	07808 245215	
Merseyside		Acting Section Manager (Signalling)	Adam Potts	N/A	07739 936386	
Liverpool/Merseyside		Acting S&T Maintenance Engineer	Steve Voce	N/A	07734 740265	
Warrington		Section Manager (Signalling)	Dave Lee	N/A	07909 996005	
Warrington/Crewe		S&T Maintenance Engineer	Martin Hart	N/A	07773 765144	
London North Western		Manchester	Section Manager (D&P)	John Thompson	N/A	07769 725867
			Acting S&T Maintenance Engineer	Ian Willshire	N/A	07769 725813
			E&P Maintenance Engineer	David Hulme	N/A	07769 725862
		Route Communications Engineer	Mike Ankers	01270 532585	07899 934169	
	Piccadilly	Section Manager (Signalling)	Kevin Mair	0161 880 3171	07769 725850	
	Manchester & Stockport	Section Manager (Signalling)	Chris Booth	0330 8546503	07769 725848	
Victoria	Section Manager (Signalling)	Kenneth Longworth	0161 2281156	07769 725856		
London North Western	Sattley	Section Manager (Signalling)	Mavuto Phiri	N/A	07810 058434	
		Assistant S&T Maintenance Engineer	Richard Tipper	0121 3451915	07917 775689	
		Section Manager (Signalling)	Trevor Jeffs	N/A	07810 058238	
		Section Manager (D&P)	Paul Bowen	0121 3451916	07901 512330	
		S&T Maintenance Engineer	Dek Owen	N/A	07771 831340	
London North Western	Sandwell & Dudley	S&T Maintenance Engineer	Bossie Ackerman	N/A	07747 607178	
		Section Manager (Signalling)	Craig Stokes	N/A	07810 058259	
		E&P Maintenance Engineer	Russell Cordongley	N/A	07515 619567	
		Section Manager (Signalling)	Simon Mansell	N/A	07825 766766	
London North Western	Stafford	Section Manager (Signalling)	Alex Hodgkinson	01270 538445	07713 228286	
		Section Manager (D&P)	Karl Weller	01270 538467	07515 625720	
	Nuneaton	Section Manager (Signalling)	Martyn Pegg	02476 321683	07753 831234	
	Stoke	Section Manager (Signalling)	David Fradley	01270 530472	07917 782420	
London North Western	London Euston	Section Supervisor (Signalling)	Paul Hunnisett	N/A	07870 276117	
		Section Manager (Signalling)	Crispin Munroe	N/A	07801 181559	
	Stonebridge Park	E&P Maintenance Engineer	Bright Chibanda	N/A	07713 301128	
		Section Manager (Telecoms)	Andy Grace	N/A	07880 503568	



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**LEGEND**

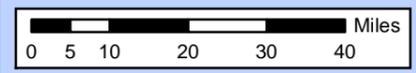
- Stations
  - Rail Network
  - ⋯ IMDM Boundaries
  - Urban Areas
- IMDM Boundaries**
- IMDM Bletchley
  - IMDM Euston
  - IMDM Lancs and Cumbria
  - IMDM Liverpool
  - IMDM Manchester
  - IMDM Saltley
  - IMDM Sandwell & Dudley
  - IMDM Stafford

**Local Contacts List - LNW IMDMs**

Client: Buried Services  
 Job No: 10104 108 [Internal Use Only]

Scale: 1:1,450,000      Date: 07/06/2017

Produced By: Data Services - AIS  
[GeospatialReportingAnalysis@NetworkRail.co.uk](mailto:GeospatialReportingAnalysis@NetworkRail.co.uk)





# GEO-RINM

This material from the Rail Infrastructure Network Model (RINM) is a guide only and although every effort will be made to ensure that the information is correct you should be aware that the information may be incomplete, inaccurate or out of date. Network Rail shall not be liable for any loss or damage, which may arise from the use of any information, contained.



**Infrastructure Features**

 Tunnel Bore

**Infrastructure Network Model**

 Track Link

**OS MasterMap**

**Points**

- General Feature, Positioned...
- General Feature, Positioned...
- Height Control, Bench Mark
- Historic Interest, Structure
- Inland Water, Culvert
- Political Or Administrative, Boundary...
- Rail, Structure
- Roadside, Structure
- Structure,
- Structure, Triangulation Point Or Pillar
- Terrain And Height, Spot Height

**Symbols**

- Bench Mark
- Boundary Half Mereing
- Direction of Flow
- Switch
- Road Related Flow

**Line Features**

- Building
- Building
- Building Overhead
- General Feature Edge
- General Feature

-- General Feature Underground

-- Top of Slope

-- Bottom of Slope

-- Bottom of Slope

— Narrow Gauge Railway

— Standard Gauge Railway

-- Overhead Construction

— Validate General Feature

— Rail

-- Mean High Water

— Mean High Water

-- Mean Low Water

— Mean Low Water

#### Boundaries

— Political Or Administrative, County

-- Political Or Administrative, District

-- Political Or Administrative, Electoral

-- Political Or Administrative, Parish

-- Political Or Administrative, Parliamentary

#### Buried Services - Network Rail

— Historic Cable Route

#### Land Information

##### Company Ownership

Freehold Ownership

Leasehold Ownership

Prohibitive Interest

Bridge (Rail over Rail)

Bridge (Rail over River)

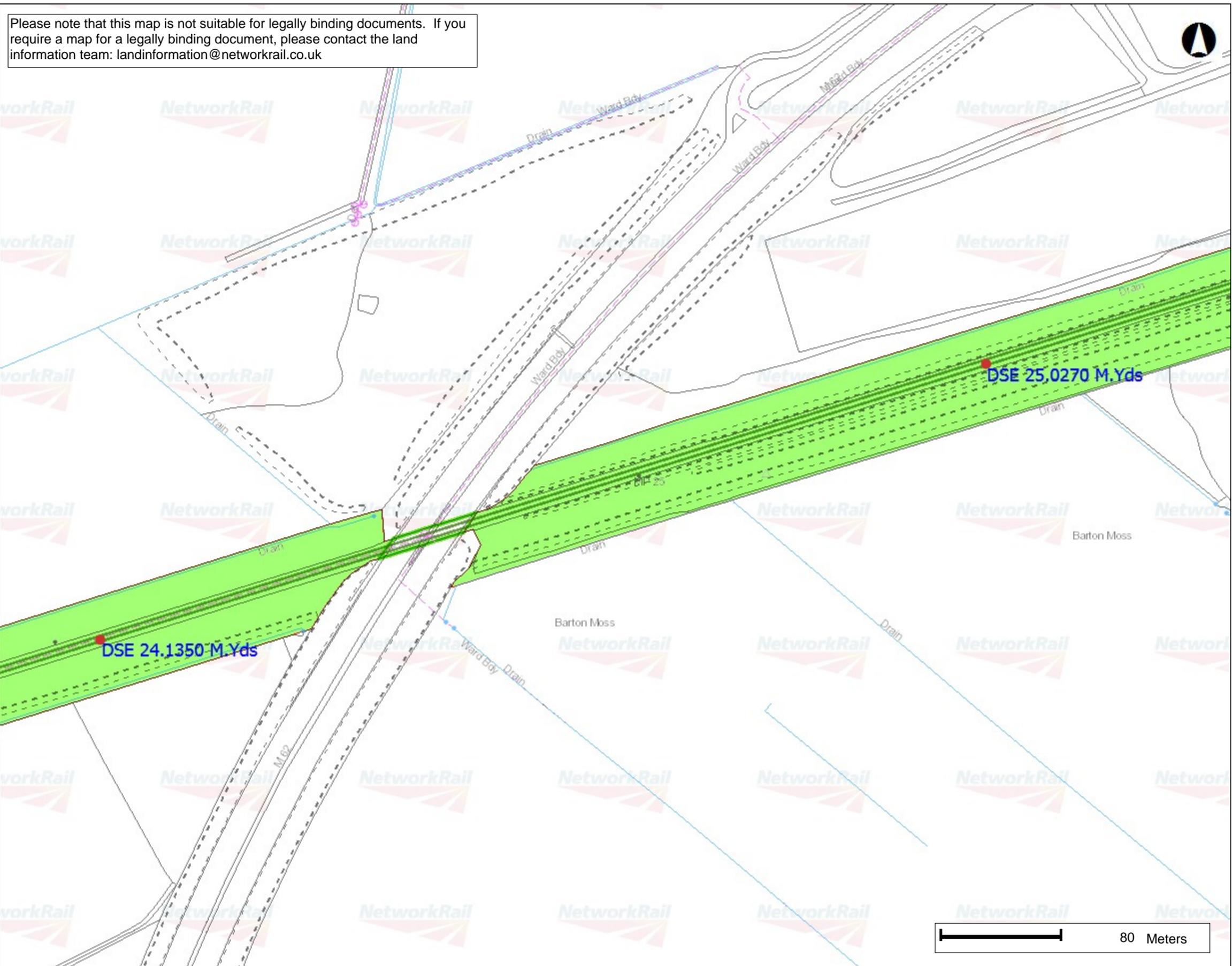
Bridge (Rail over Road)

Bridge (Road over Rail)

Level Crossing

Tunnel

Please note that this map is not suitable for legally binding documents. If you require a map for a legally binding document, please contact the land information team: landinformation@networkrail.co.uk



### Legend

- Tunnel Bore
- Track Link
- Points
  - General Feature, Positioned Coniferous Tree
  - General Feature, Positioned Nonconiferous Tree
  - Height Control, Bench Mark
  - Historic Interest, Structure
  - Inland Water, Culvert
  - Political Or Administrative, Boundary Post Or Stone
  - Rail, Structure
  - Roadside, Structure
  - Structure,
  - Structure, Triangulation Point Or Pillar
  - Terrain And Height, Spot Height
- Symbols
  - Bench Mark
  - Boundary Half Mereing
  - Direction of Flow
  - Switch
  - Road Related Flow
- Line Features
  - Building
  - Building
  - Building Overhead
  - General Feature Edge
  - General Feature
  - General Feature Underground
  - Top of Slope
  - Top of Slope
  - Bottom of Slope
  - Bottom of Slope
  - Narrow Gauge Railway
  - Standard Gauge Railway
  - Overhead Construction
  - Validate General Feature
  - Rail
  - Mean High Water
  - Mean High Water
  - Mean Low Water

	
LNW171100	
WG3 City Gateway, Barton Moss	
Scale	1 : 2,500
Plot Date	08/09/17 13:25
Printed By	

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Output created from GeoRINM Viewer



# National Hazard Directory

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## Terms and Conditions

The National Hazard Directory (NHD) is issued by Network Rail to provide information on those hazards recorded as present on Network Rail's infrastructure. Its purpose is to alert users to the typical hazards they may come across whilst working on Network Rail's Infrastructure. The National Hazard Directory is maintained by Network Rail to provide its employees and contractors with information on known hazards present on the infrastructure in order to assist in the identification of the associated risks working 'on or near the line'.

The records are updated regularly and therefore Network Rail believe that the contents are reasonably accurate at the time of issue, but some of the information can vary in age and accuracy so for that reason Network Rail will give no warranty as to the suitability of its use. It is recommended that all searches (in particular for buried services) should be conducted together with a site specific risk assessment/site visit, taking into account the requirements of the appropriate track safety rules, rule books/industry standards and so on. Network Rail will accept no liability in respect of the content or subsequent use of the National Hazard Directory or any of the information contained within.

Users of the Directory must note that when working on or near the line that the appropriate requirements of the Rule Book, especially the provisions of the track safety rules, must be applied as appropriate to the activity concerned.

OnTrac Ltd does not warrant the use of the Network Rail National Hazard Directory or any of the information contained within and no representations or warranties are made as to completeness or accuracy of the data. The data should be used for reference purposes only. Accordingly, OnTrac Ltd will accept no responsibility for loss of profit or for any indirect, incidental or consequential damages.

**National Hazard Directory****Customised Report**

Search Criteria: ELR(s) = DSE; Mileage From = 24.1350; Mileage To = 25.0270

Date: 08/09/2017

3 Hazards found.

ELR	ELR Name	Mileage From	Mileage To	Hazard Code	Hazard Description	Local Name	Track ID	Free Text
DSE	EDGE HILL JN - MANCHESTER VICTORIA (L,POOL - MANCR EXCH LINE)(L18)	23.0132	24.1518	EKF	Landfill Gases	Chat Moss		LANDFILL GAS. This stretch of railway has been identified as being at risk from the migration of landfill gasses. Appropriate precautions should be taken. For further information please contact nationalminingengineer@networkrail.co.uk
DSE	EDGE HILL JN - MANCHESTER VICTORIA (L,POOL - MANCR EXCH LINE)(L18)	24.1000	26.0440	EKR	Road/Rail Noise	BARTON MOSS	All/Multiple Tracks	M62 /M60
DSE	EDGE HILL JN - MANCHESTER VICTORIA (L,POOL - MANCR EXCH LINE)(L18)	24.1580	24.1606	HWR	Red Zone Working Prohibited	Between Patricroft & Astley	All/Multiple Tracks	RZP Limited Clearance

## Adams Mandy

---

**From:** Linton Tom on behalf of NRG Enquiries  
**Sent:** 08 September 2017 09:41  
**To:** OP Buried Services Enquiries  
**Cc:** BS\_Transmittals  
**Subject:** Underground Services search: **\*\*OP\*\*** WG3 City Gateway, Barton Moss (LNW171100)

Thank you for your recent enquiry for buried services records from the NRG.

In reference to **\*\*OP\*\*** WG3 City Gateway, Barton Moss

X	No records have been found
	Record(s) sent via email
	Record(s) sent via CD/DVD
	Record(s) sent via SharePoint

**Please note that all other aspects including the Utility Companies search results will be sent to you separately by the Underground Services Team.**

**Please direct all queries to [undergroundservices@networkrail.co.uk](mailto:undergroundservices@networkrail.co.uk).**

Kind regards,  
National Records Group

The information contained in these records is indicative only and should not be relied on for any purpose. No warranty or guarantee is given as to its accuracy or completeness and no liability is accepted by Network Rail for any errors or omissions or for the consequences of reliance on this information for any purpose. The actual position of infrastructure, plant, equipment and boundaries must be verified on site and the position of any underground cables or service pipes verified by cable detector or other suitable means. This information is confidential and should not be divulged to any other person or used for a purpose other than the purpose for which it was requested. The document may not be reproduced, stored in a retrieval system or transmitted in any form or by any means without the permission of Network Rail.

**Tom Linton**  
Records Assistant



**Route Services | National Records Group**

National Record Centre | Audax Road | Clifton Moor | York YO30 4US  
T 01904 386352 | E [Tom.Linton@networkrail.co.uk](mailto:Tom.Linton@networkrail.co.uk)  
W [networkrail.co.uk](http://networkrail.co.uk)

## Appendix 2

### Points of Connection

# Western Gateway, A57 Liverpool Road, East of Irlam, Salford

Centre : X : 373581 Y : 395954

Date : 07/02/2018

Scale Approx : 1438



The position of the underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown.

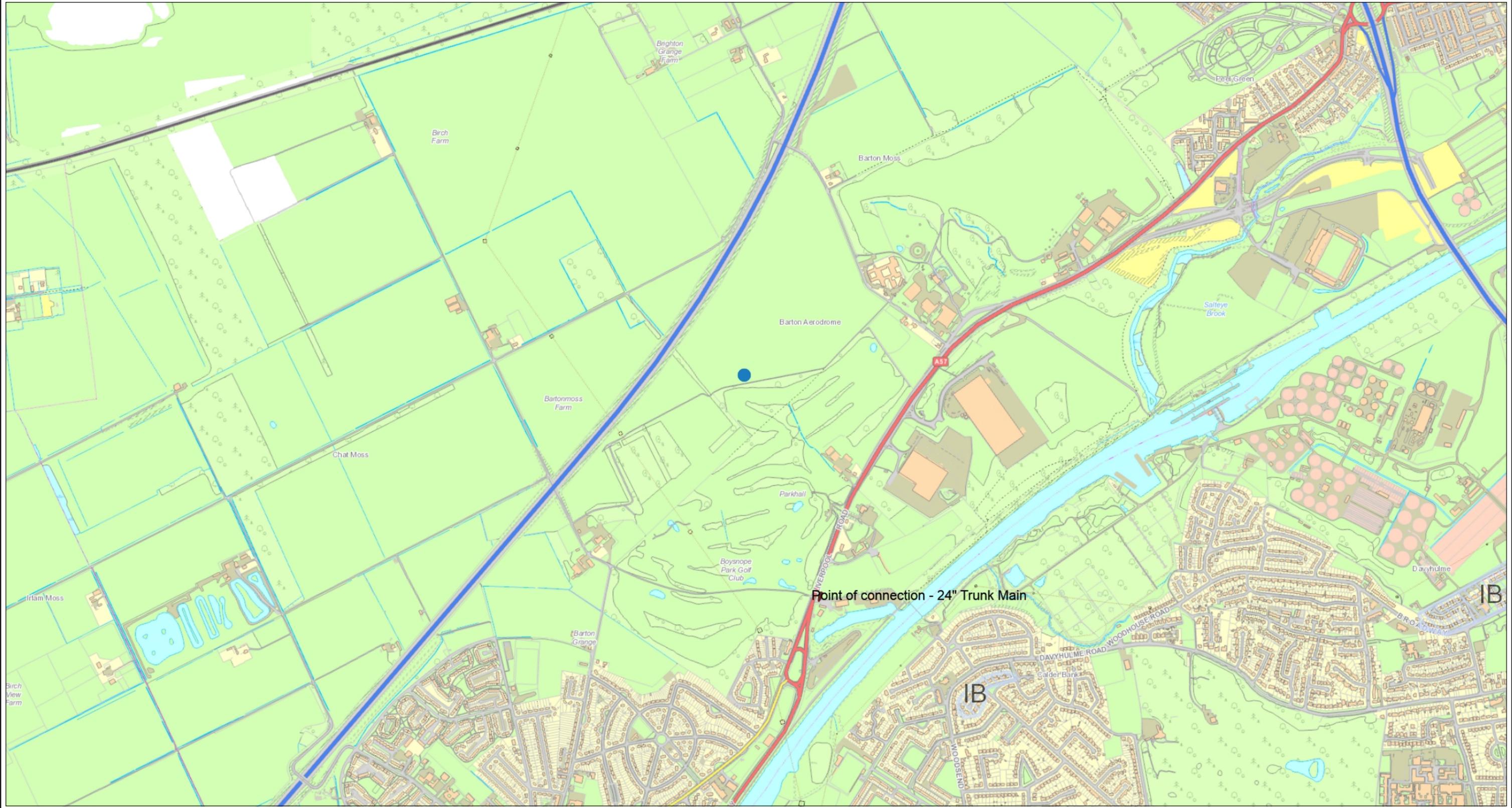
Crown copyright and database rights [2016] Ordnance Survey 100022432.

# Western Gateway, A57 Liverpool Road, East of Irlam, Salford

Centre : X : 373352 Y : 396546

Date : 07/02/2018

Scale Approx : 11500



The position of the underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown.

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**United Utilities Water Ltd  
Developer Services Water  
Windermere House  
Lingley Mere Business Park  
Lingley Green Avenue  
Warrington  
WA5 3LP**

TDS (Northern) Ltd  
Booths Park 01  
Chelford Road  
Knutsford  
Cheshire  
WA16 8GS

Telephone: 0345 072 6067  
Facsimile: 01925 677973  
Email: [DeveloperServicesWater@uuplc.co.uk](mailto:DeveloperServicesWater@uuplc.co.uk)

Our ref: 4100320419  
Date: 20.03.2018

Dear Stuart Graham,

**Pre-Development Enquiry for a new development site at Western Gateway, A57  
Liverpool Road, East of Irlam, Salford**

Following on from your revised email confirming the water fittings for the units, i can confirm that this was sent over to our networks team and the response is below.

I have looked at your proposals and based on current information, to provide clean water for your development, we will need to install additional network capacity. It is possible that you will need to make a contribution toward the cost of this additional capacity.

For budgetary purposes we suggest you make an allowance of £9,900.00 exc. of VAT for additional capacity within your development costs. If you proceed with your development then this contribution may be reduced due to allowances that we give out of future water income. If you need any additional information on how we calculate these allowances please do not hesitate to contact me.

**Point of connection**

The point of connection for the water supply to your development is along a section of the existing 24" water Trunk main, located on Liverpool Road, as shown on the attached drawing.

**Existing United Utilities water assets**

To help plan your development I have enclosed a copy of our asset records. This shows that we have no operational assets within the boundaries of your proposed development.

**Important note**

This copy of our asset records is only provided to help you assess the likely risks when planning your development at a desk top stage. It is not intended to be used for planning any

actual excavation or construction work. You are reminded that a Health and Safety plan should include an up to date record of all underground equipment.

### **Infrastructure Charges**

Infrastructure charges will be applicable, however we cannot provide a budget cost for this as we are unaware of the fixtures and fittings for each unit.

Please provide us with the fixtures and fittings for each unit when you are ready for the works.

### **Infrastructure Credits**

We have no record of any chargeable water or sewerage connections to previous premises on this site within the last 5 years. This means that we are unable to offer any infrastructure credits against new connections on your proposed development.

### **What to do next**

If you decide to proceed with your development, you can choose between requisitioning your new clean water directly from us, or you can employ a contractor directly to self lay the new mains. A list of approved installers is available at Lloyds Register [www.lr.org](http://www.lr.org). If your development will be using water for domestic purposes we will often provide an allowance in respect of future water use toward the cost of your new main, this allowance is the same no matter who you choose to lay your development main.

We have a booklet "Obtaining water supplies for new developments - Guidance notes for developers" which is available on request or can be downloaded from our website [unitedutilities.com](http://unitedutilities.com), which has lots of useful information to help you make the right choice for your new water main or water connection.

The information given is valid for up to 6 months, if you need any further information or assistance, please do not hesitate to contact me at this office.

Yours sincerely,

Sara Livesey  
Assistant Developer Engineer

Enc. General Conditions  
Mains Records

# Important information: Please read carefully



## **General conditions and precautions to be taken when carrying out work adjacent to United Utilities water distribution apparatus.**

These general conditions and precautions apply to the water distribution system of United Utilities.

1. On request United Utilities will give approximate locations of mains according to our records. These records do not normally show the positions of service pipes from the mains to properties nor are they necessarily accurate or complete. No person or company shall be relieved from liability for damage caused by reason of the actual positions and/or depths being different from those shown on the plan. Any special requirements relative to our plant will be indicated. United Utilities employees will visit any site at reasonable notice to assist in the location of water plant and advise any precautions that may be required to obviate any damage.
2. In order to achieve safe working conditions adjacent to any apparatus the following should be observed:
  - (a) All water apparatus should be located by hand digging prior to the use of mechanical excavation.
  - (b) During construction work where heavy plant may have to cross the line of a water main, and the main is not under a carriageway of adequate standard of construction crossing points should be suitably reinforced with sleepers, steel plates or a specially constructed R.C. raft as necessary. These crossing points should be clearly indicated and crossing the line of the water main at other places should be prevented. United Utilities employees will advise on the type of reinforcement necessary. This is particularly important on agricultural or open land, where tiling or erosion may have reduced significantly the original cover.
  - (c) No explosive to be used within 32 meters of any United Utilities water pipe without prior consultation with United Utilities.
  - (d) Where it is proposed to carry out piling within 15 metres of any pipe United Utilities should be consulted so that affected pipes may be surveyed.
3. (a) Where excavation of trenches adjacent to any pipe affects its support, the pipe must be supported to the satisfaction of United Utilities.  
(b) Where a trench is excavated crossing or parallel to the line of the pipe, the backfill should be adequately compacted to prevent any settlement which could subsequently cause damage to the main. In special cases it may be necessary to provide permanent support to a pipe which has been exposed over the length of the excavation before backfilling and reinstatement is carried out. There should be no concrete backfilling contact with the pipe.
4. No apparatus should be laid over and along the line of a water pipe irrespective of clearance. A minimum clearance of 450 millimetres should be allowed between any plant being installed and an existing pipe, to facilitate repair, whether the adjacent plant be parallel to or crossing the water pipe. No manhole or chambers shall be built over or round a pipe.
5. Where a United Utilities pipe is coated with special wrapping and is damaged, even to a minor extent, United Utilities must be notified, leaving the trench open for ready access so that repairs can be made. In case of any material damage to the pipe itself causing leakage, or weakening of the mechanical strength of the pipe, the necessary remedial work will be charged.
6. If leakage is caused by a contractor or sub-contractor, inform the relevant United Utilities office.
7. Where proposals involve changing existing levels over our mains you will need to inform us. We will need specific locations to be identified together with precise details as to the magnitude of the proposed changes to existing ground levels. Changes to existing levels may require the diversion of our apparatus for which you will be charged. However, in certain circumstances we may wish to leave our apparatus where it is. On these occasions you will usually be required to protect our apparatus by means of a concrete raft and ensure that any surface boxes affected are either raised or lowered by yourselves. Under no circumstances should our surface boxes be either buried or left in a situation where they are raised above finished ground levels.  
If any damage to our apparatus occurs as a result of your works, repairs will be fully rechargeable to yourselves.
8. Where proposals involve resurfacing United Utilities must be notified if your excavation will be greater than 750mm in the highway and 300mm in a footpath, verge or other location.

## Tree planting restrictions over water mains

Set out below are recommendations for tree planting in close proximity to water mains.

1. Both poplar and willow trees have extensive root systems and should not be planted within 10 metres of the water main.
2. The following trees and those of similar size, be they deciduous or evergreen, should not be planted within six metres of the pipeline eg ash, beech, birch, most conifers, elm, horse chestnut, lime, oak, sycamore, etc. Apple and pear trees also come into this category.
3. Bearing in mind that employees must have a clear path to conduct surveys, we recommend that no shrubs or bushes should be planted within one metre of the centre line of the pipeline.
4. There are bound to be cases where both the company and landowners wish to plant shrubs/ bushes in close proximity to the water main for screening purposes. We would suggest that the following which are shallow rooting are suitable for this purpose: blackthorn, broom, cotoneaster, elder, hazel, laurel privet, quickthorn, snowberry and most ornamental flowering shrubs.
5. In areas where soft fruit is grown, we see no reason why blackcurrant, raspberries, gooseberries, should not be planted on the easement, providing that a path is left clear for the surveys.

### About us

United Utilities is the North West's water company. We keep the taps flowing and toilets flushing for seven million customers every day. From Crewe to Carlisle, we work hard behind the scenes to help your life flow smoothly.

United Utilities Water Limited, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Warrington WA5 3LP.  
Registered in England and Wales. Registered Number 2366678.

# Standard conditions for work carried out adjacent to or when crossing trunk water mains

**These conditions are issued for the guidance of contractors and others in order to reduce the risk of damage to any trunk main and the consequent liability for such damage. They do not replace or alter any rights held by the Company by virtue of the Water Act 1989 or any deed of grant of easement for the length concerned.**

1. No work of any description shall take place on or adjacent to any trunk main before full agreement has been reached with the Company regarding the manner in which the work shall be carried out. At least two weeks notice shall be given of any intention to carry out works.

**In an emergency contact shall be made immediately with the Integrated Control Centre on 0345 6723 723.**

2. No building of any description shall be erected on or adjacent to the pipeline. No materials including spoil shall be stored on or adjacent to the pipeline and access to and along the route of the pipeline shall be kept clear and unrestricted at all times. No trees shall be planted or allowed to grow on or adjacent to the route of the pipeline.

3. Any pipes, drains or sewers crossing over the pipeline shall be laid in steel or ductile iron (or other suitable material) and shall cross as near as possible to 90° to the line of the main. A minimum of 300mm (12") of clearance must be given to any crossing above or below the pipeline.

4. Excavation around or beneath the conduit or pipeline must be carried out by hand and great care exercised to ensure that any protective wrapping is not damaged. Excavations shall be fully supported and shall be backfilled to the satisfaction of the Company. The Company reserves the right to stop all work on or adjacent to the pipeline which, in the opinion of its Officers, places the main at risk. As a consequence of such action, the Company will not accept any claims for damage.

5. Fences crossing the route of the pipeline should be as near as possible to 90° to the line of the main. Proposals for new fence crossings shall be submitted to the Company for approval.

6. Any proposed alterations to existing ground levels on or adjacent to the pipeline must be agreed and approved by the Company.

7. The movement of vehicles and plant of a total weight exceeding 6 tonnes across the unprotected pipeline is forbidden. The repetitive movement of vehicles or plant of any weight over the unprotected main is forbidden. Where access is required at agreed positions the following protection shall be provided:

**a: For axle loads exceeding 3 tonnes but not exceeding 10 tonnes**

Vehicle crossing points over the route of the pipeline shall consist of substantial timber baulks 200mm (8") minimum section capable of spanning the pipeline, supported on timber baulks laid parallel with the aqueduct and placed not less than 2.5 metres (8ft) on each side of the centreline. (Other agreed protection may be considered).

In the case of multiple pipelines, the timber baulks shall be additionally supported on timbers 300mm (12") minimum section laid in parallel to and between each pipeline. (Other agreed suitable protection may be considered).

**b: For axle loads exceeding 10 tonnes.**

Where heavy plant or vehicles with axle loads exceeding 10 tonnes require to cross the pipeline, special consideration must be given to the circumstances of each individual case. Where necessary, a single span bridge of the Bailey type will be required to span the pipeline.

All crossings must be securely fenced on each side so that access is limited to the protected areas.

8. Any permanent access crossing the pipeline shall be in a position approved by the Company and shall be adequately reinforced to prevent any damage.

9. Persons or their contractors working on or adjacent to the pipeline will be required to indemnify the Company for the full cost of any damage caused to its installations and for any costs, charges and expenses resulting from these operations.

## About us

United Utilities is the North West's water company. We keep the taps flowing and toilets flushing for seven million customers every day. From Crewe to Carlisle, we work hard behind the scenes to help your life flow smoothly.



**Electricity North West**  
Frederick Road  
Salford  
M6 6QH

Web: [www.enwl.co.uk](http://www.enwl.co.uk)

Direct line: 0843 311 5527  
Email: [G&PConnections@enwl.co.uk](mailto:G&PConnections@enwl.co.uk)

Stuart Graham  
TDS (NORTHERN) LTD  
3A Kennerleys Lane,  
Wilmslow,  
Cheshire  
SK9 5EQ

Our Ref: 5500117432A

13 April 2018

Dear Stuart,

**OFFER TO PROVIDE AN ELECTRICITY CONNECTION FOR WESTERN GATEWAY TO THE ELECTRICITY NORTH WEST LIMITED DISTRIBUTION SYSTEM**

I am pleased, on behalf of Electricity North West (Company no 02366949) to provide You, TDS (NORTHERN) LTD (Company no 04904006) with this Offer to carry out the electricity connection works to provide a Connection to the Electricity North West Distribution System at Western Gateway (SJ 738 964).

This Offer is subject to and includes Electricity North West's General Conditions of Contract (Major Projects) which are attached. Capitalised terms in this Offer have the meaning ascribed in the General Conditions. This Offer is made under Section 16A(5) of the Electricity Act 1989 (as amended). In accordance with Clause 2(b) of the General Conditions we reserve the right to amend this Offer at any time prior to a contract coming into effect. From 1<sup>st</sup> January 2017 we have amended our Terms and Conditions in line with the recent ENA Best Practice guidelines on "Fair and Effective Management of DNO Connection Queues: Progression Milestones". Please note the new terms and conditions document attached to your offer.

**1 Price**

The price in this Offer is exclusive of VAT, is indicative and is subject to revision by Us. We reserve the right to provide a revised Price at a later date once route proving has been completed, the detailed design has been finalised and tender returns for all major plant items, works and any other material expenditure associated with the Works. Further variations to the Price may be made in accordance with the General Conditions.

**1.1 Option 1-Full Works Offer**

You will be required to pay the sum of £5,025,665 plus VAT at the standard rate subject to and in accordance with the General Conditions and other matters set out in this Offer and the enclosed Schedules.

The price is broken down as follows:

### Non-Contestable

• Circuits	£63,698
• Plant	£52,837
• Protection & Telecoms	£136,925
• Assessment and Design	£10,631
• Inspection and Monitoring	£11,866
• Legals	£1,630
• Project Preliminaries & Engineering	£98,767
• Statement of Works	£2,750

### Contestable

• Circuits	£2,135,354
• Plant	£1,706,923
• Protection & Telecoms	£456,712
• Project Preliminaries & Engineering	£347,572

## 1.2 Option 2-Non-Contestable Price Only

You will be required to pay the sum of £400,205 plus VAT at the standard rate subject to and in accordance with the General Conditions and other matters set out in this Offer and the enclosed Schedules.

The price is broken down as follows:

• Circuits	£63,698
• Plant	£52,837
• Protection & Telecoms	£136,925
• Assessment and Design	£10,631
• Inspection and Monitoring	£11,866
• Design Approval	£25,178
• Legals	£1,630
• Project Preliminaries & Engineering	£94,690
• Statement of Works	£2,750

## 2 Payments

The Price will be paid in the following stages:

On Acceptance of Option 1	£33,821 (+VAT)
On Acceptance of Option 2	£32,912 (+VAT)
Milestone Payments	To be determined post acceptance

## 3 Characteristics of the Connection

The Connection will have the characteristics, as detailed in the table below subject to permissible statutory variations:

Maximum Import Capacity	15.00 MVA
Voltage	33kV 3 phase, Alternating Current, 50Hz
Point of Connection: (Boundary between Contestable and Non- Contestable Works)	At or near the boundary of Barton BSP substation (grid reference SJ 768 973).

#### **4 Electricity North West’s Construction Works**

Electricity North West’s Construction Works (the ‘Works’) as described in the Offer are required to provide the requested connection. Some of the Works are Non-Contestable and must be undertaken by Us. Some of the Works are Contestable and may be undertaken by Us or by an accredited contractor appointed by You.

##### **4.1 Contestable Works and/or Non-Contestable Works**

Please refer to Schedule 1 for detail of the scope of works, exclusions and assumptions and Schedule 3 for the Generator specification.

##### **4.2 Consents**

An investigation of the consents needed to secure a suitable connection to the 33kV POC will be required immediately upon Your acceptance of this Offer. This will also be true of 33kV cable route and substation site and this latter element will be the responsibility of those charged with undertaking the contestable works.

You will be responsible for obtaining all consents, planning permission, land and access rights etc (easements, leases etc) for the contestable works at Your development site.

##### **4.3 Programme**

The programme will be subject to the outcome of future discussions with You and completion dates for the work would be dependent on the date of acceptance of the Offer and the availability of outages, resources, the lead times for the provision of materials.

Please note that a **minimum** period of 18 months will be required from acceptance.

#### **5 Your Works**

Please refer to Schedule 1 for detail of the scope of works, exclusions and assumptions.

#### **6 Variations**

Following acceptance of the Offer by You, the Contract may be varied in accordance with the General Conditions, otherwise all variations will be in writing and agreed between us.

## **7 Validity Period**

This Offer shall remain valid for 6 months until 13 October 2018 and unless accepted within this period shall lapse thereafter.

## **8 Termination**

Following acceptance of the Offer by You, the Contract may be terminated in accordance with the General Conditions and this Offer.

## **9 Notices**

The address and email for notices are as follows:

Electricity North West  
Grid & Primary Connections  
Frederick Road  
Salford  
M6 6QH

G&PConnections@enwl.co.uk

## **10 Other Agreements**

You will be required to enter into the following agreements prior to energisation of the connection.

- Connection Agreement(s)
- Adoption Agreement (if accepting Option 2)

Draft agreements will be forwarded to You following Your acceptance of this Offer. Final agreements will be compiled when the detailed design of the connection has been completed.

A Tripartite adoption agreement(s) will be required should You appoint accredited contractor(s) to undertake the contestable work.

The connection requires Code 2 metering to be installed.

The connection will not be energised until an electricity supplier has registered the metering point, a meter operator has been appointed and the required meter fitted.

## **11 Acceptance of the Offer**

This Offer may be accepted in full (Option 1) or partially (Option 2). Should You accept Option 2 and, at a later date, wish to engage Us for the Contestable Works then We will be happy to issue a variation of this Offer, as outlined in Section 7, in order that you may accept the Offer in full (Option 1).

If You wish to accept this Offer, please complete and sign the enclosed Acceptance Form and return it to me within the validity period. The Acceptance Form needs to be signed by a person with the requisite authority to bind and commit You, e.g. a Director.

Once the Acceptance Form and payment have been received, I will acknowledge receipt and progress the project. If all the documents are not enclosed and properly signed and executed, then this Offer will not have been accepted by You. All terms and conditions of the Offer will be in full force and effect upon Your acceptance.

If You accept Option 2 then, within three months of Your acceptance of this Offer you must:

1. Advise Us of your appointed Independent Connections Provider, holding suitable Lloyds/National Electricity Registration Scheme accreditation, for the Site; and
2. Commence the submission of the design for the Contestable Works to us by Your Independent Connections Provider for approval.

Following the receipt of the design we shall provide a response within 20 Working Days. Where we accept the contestable design, you will be provided with confirmation of such acceptance along with an Adoption Agreement. The Adoption Agreement must be signed by you and the Independent Connections Provider.

We reserve the right to terminate the Contract if You fail to satisfy the above conditions or, where you have appointed an accredited contractor, an Adoption Agreement in respect of the Contestable Works is not entered into with 90 days of Us issuing the Adoption Agreement to You.

If you have any queries or disputes in respect of this Offer please contact me. If I cannot resolve your enquiry you have the right, prior to acceptance of these terms and conditions to apply to Office of Gas and Electricity Markets (under Section 23 of the Electricity Act 1989), to dispute these terms.

Yours sincerely,

Helen Phillips

For and on behalf of Electricity North West

**ACCEPTANCE FORM**

**Offer Date: 13 April 2018**  
**Validity Period End: 13 October 2018**

**Electricity North West**

**Project: Western Gateway**

**Project Ref: 5500117432A**

Applicant: TDS (NORTHERN) LTD  
3A Kennerleys Lane,  
Wilmslow,  
Cheshire  
SK9 5EQ

To: Electricity North West  
Grid & Primary Connections  
First Floor  
Frederick Road  
Salford  
M6 6QH

Please select **one** of the following:

- |                          |   |                 |
|--------------------------|---|-----------------|
| <input type="checkbox"/> | Option 1-Full Works Offer                   | £33,821 (+ VAT) |
| <input type="checkbox"/> | Option 2-Non-Contestable <b><u>Only</u></b> | £32,912 (+ VAT) |

---

Please indicate whether you are paying by BACS or Cheque:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | Cheque--Made payable to: Electricity North West Limited   |
| <input type="checkbox"/> | BACS--Paid to: Lloyds Bank, Sort code: 30-00-02. Account Name: Electricity North West Limited No 2 Connections. Account Number: 00657315. |

SIGNED \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
DATE \_\_\_\_\_

If the signatory is an Agent for the Applicant then please complete the following:-

Agent's Company \_\_\_\_\_  
Registered Office \_\_\_\_\_

## Schedule 1 –Scope of Works

Date: 13 April 2018

Project Ref: 5500117432A

Project: Western Gateway

### Summary of Works

The following has been allowed within the scheme;

#### Non-contestable

- Provide Telecontrol panel.
- Break down 2no. existing cable boxes and install 2 no. new double cable box onto 33kV circuit breakers at Barton BSP.
- Terminate cable tails to new cable boxes.
- Lay 2 no x 33kV XLPE (3 x 1c 400mm<sup>2</sup>) to the first joints on the existing 33kV circuits (replace existing)
- Lay 2 No x 33kV XLPE (3 x 1c 185mm<sup>2</sup> allowed for) from circuit breakers to site boundary to pick up contestable laid cable.
- Lay copper pilot from Barton BSP to site boundary to pick up contestable laid pilot cable.
- Install 2 off MW/MVAr transducer at Barton BSP for the provision of network data from proposed site.
- Install and commission protection.
- Straight joint tails to the customer's contestable cables.
- Commission and energise new circuits.
- Witness customers commissioning tests.

#### Contestable

- Developer to construct new brick built Primary substation building on site. To include two transformer bays and 6.6kV switchroom
- Install 2 no 33/6.6kV 7.5/15MVA primary transformers
- Install 9 panel 6.6kV Eclipse switchboard comprising 2 x incomer circuit breakers, 6 x metered feeder circuit breakers and 1 x bus section with alarms panel.
- Install Code 2 Meter panels and connect to switchgear.
- Install Microsol Telecontrol unit (supplied by Electricity North West) and provide/install 48V batteries/charger within the new on site substation.
- Provide and install 110V batteries/charger and alarms panel.
- Install and connect multicores to batteries, alarms panel and Telecontrol Unit.
- Excavate, lay and reinstate 2 No x 33kV XLPE (3 x 1c 185mm<sup>2</sup> allowed for) and 2 No 19pr copper pilot cable in ducts between POC and development site. (4km route length allowed for, including directional drilling under the Manchester Ship Canal.)
- Terminate cables on switchgear. Terminate 15m tails to cable box and leave for terminating onto customer's switchgear.
- Test and commission all switchgear.
- Developer to test protection, Electricity North West to witness.

### Additional Notes and Clarifications

General Clarifications and Notes related to the offer:

- The scope of work considered in the offer is as detailed above and clarified within this section.

- The connection offered is a “System Normal” connection. Your supply may be “constrained off” for any abnormality on your connection and the associated distribution network. Abnormality in this instance includes planned outage, unplanned outage (fault) or maintenance.
- This offer relates only to the Non-Contestable and Contestable elements of the work required to provide the new connection (i.e. the new and/or modified Electricity North West owned and operated distribution network). It does not include for any works on the developers private EHV, HV or LV networks. Should the Developer be interested a different division of Electricity North West will be able to offer for works beyond the Point of Supply.
- Should you, the Developer, choose to have the contestable works element undertaken by an approved and appropriately licensed ICP these works will have to be undertaken to an approved design, in line with Electricity North West standards and Codes of Practice and to a quality acceptable to Electricity North West. The associated Design Approval and Inspection and Monitoring charges are included with in the Non-Contestable works only offer. The Non-Contestable works scope shall, in this case, be considered as amended to include the Design Approval and Inspection and Monitoring works associated with the ICP works. The equivalent Design Approval costs, when we undertake the contestable works, are included in our full works contestable element.
- In the event that an approved and appropriately licensed ICP undertakes the Contestable works element then the high level definition of the relevant scope of work can be taken as being that itemised under the contestable works element of section 2 above, however, this is not a detailed scope of works and it is the responsibility of the Developer (or their formally appointed ICP) to clarify and confirm the detailed scope of works with Electricity North West. It should be noted that in the event of an ICP undertaking the Contestable works it is the responsibility of the ICP to undertake the design of these works in line with Electricity North West standards and Codes of Practice and seek their approval in line with current licence guidelines and timescales.
- In the event that an approved and appropriately licensed ICP undertakes the contestable works then it is the responsibility of the Developer or their duly appointed ICP to provide completed and to terms acceptable to Electricity North West, wayleaves, easements and/or permits for all elements of the cable route to be adopted. Electricity North West will provide their minimum requirements and/or standard templates as appropriate.
- At this stage the attached indicative offer is based on the network studies and desk top surveys we have undertaken. These will need to be reviewed and clarified through appropriate detailed design process, route proving, site surveys etc. that will be completed after acceptance. As such the connection solution, associated scope of work and costs are subject to clarification and potential change.
- Unless otherwise indicated the scope of work shall be deemed to include the supply, installation, connection and putting in to service of the relevant item.
- The POC shall be as defined in section 1 above. In the case of the contestable works being undertaken by an approved and appropriately licensed ICP this shall be the demarcation between the two parties. The POC shall typically be a joint bay or bays located close to the boundary of the existing Electricity North West asset. In the event of a connection to an overhead line the joint bay(s) shall typically be considered as located within 7m of the foot of a pole or 15 m from the base of a tower. If the POC is on to existing or new Electricity North West asset, for example a Transformer cable box or on to a feeding circuit breaker then the location of the joint bay will typically be at the boundary of the associated Electricity North West Substation (Primary/BSP/GSP). The POC is not the Point of Supply or the Exit Point.
- Unless otherwise indicated in the scope, the provision of the joint bay or bays at the POC shall be considered to be in the scope of work of the party undertaking the Contestable works.

- Unless specifically indicated otherwise the provision and undertaking of the joints of the Contestable Cable to the Electricity North West asset (at the POC joint bay(s)) shall be in the Non-Contestable Scope of Work.
- The provision of the Microsol Telecontrol Unit (RTU) as required by the proposed solution shall be included within the Non-Contestable supply (by Electricity North West). The associated installation and connection is considered within the scope of the Contestable works.
- The supply, installation and connection of both the 48Vdc and 110Vdc Battery (tripping) units are considered within the scope of the Contestable works.
- Should the solution to provide your requested connection require reinforcement then the allocation of funding / apportionment of costs between yourselves and Electricity North West will have been calculated in line with stated Cost Apportionment Factors (CAFs). The nominated reinforcement will need to be completed prior to energisation of the connection.
- The current network study has not taken in to account the impact of fault level on to the associated 6.6/11kV network. As such no costs have currently be included for any works associated with the replacement of switchgear on the 6.6/11kV network due to fault level issues.

Requirements deemed to be provided by you, the Developer:

- In providing this offer it has been deemed that the Developer shall provide a brick built switch room that shall house the new Electricity North West metered circuit breaker(s) and associated equipment required to provide this connection.
  - The switch room building shall be located within the footprint of the new development land, at a location agreed with Electricity North West.
  - The design of the switch room building shall be compliant with Electricity North West standards and associated codes of practise and approved by Electricity North West prior to the commencement of construction.
  - The switch room building and associated building services (lighting, heating, small power etc) is to be complete and is to have been inspected and approved by Electricity North West prior to installation of the Contestable equipment.
  - The Developer is responsible for the provision of the LV supply to the building, the telephone connection and any other utility connection required.
  - The Developer is responsible for the planning approval and any other third party consents required for the building.
  - The Developer is responsible for any consents, approvals or permissions, including but not limited to planning, wayleaves or easements, for the Contestable Cables located within the boundaries of the new development. Electricity North West will provide our minimum requirements and/or our standard templates as appropriate.
  - Electricity North West would be pleased to provide an offer to undertake these works on the Developers behalf.
- In order to keep the total cost of the offer as low as practical we have considered that the Developer shall provide the following at the new development site to Electricity North West at no charge:
  - All site access, in a suitable condition
  - All site security, to an agreed level through the duration of the works
  - All site welfare, including but not limited to
    - Toilets
    - Drinking water
    - Mess areas
    - Cleaning and washing facilities
    - Drying rooms
    - Showers
    - First Aid

- All safety and task lighting
  - Provision of construction small power at work place
  - Electricity North West would be pleased to provide an offer to provide some or all of these requirements on the Developers behalf.
- An Earthing Survey has not been included within the costs / scope of work as it is assumed that the Developer will have these works undertaken as part of a wider site ground condition survey. Electricity North West requires the results of this survey prior to the finalisation of detailed design and if the Developer is unable to provide the data then this survey will be undertaken by Electricity North West and charged additionally.

#### Allowances and Exclusions:

- The offer is based on continuous working on site with no interruptions or delays incurred.
- No allowance has been included to deal with any site specific environmental or archaeological issues.
- No allowance has been included for any wayleaves, easements or third party consents along the Contestable Cable route from the new site switchroom to the POC and these are specifically excluded. For the offer, a route in the public highway is considered unless specifically identified as being in private land. As such and subject to mutual agreement, detailed route proving after acceptance may facilitate a shorter and / or cheaper circuit connection.
- No allowance has been made for abnormal ground conditions in relation to cable and excavation works. This includes, but is not limited, to contaminated ground, rock, poor ground conditions, flooded ground, high water tables/levels resulting in the need for dewatering, natural obstructions, antiquities and burial sites.
- Our offer includes for standard traffic management solutions to be utilised during the excavation, duct installation and subsequent cable pulling activities. Should additional requirements be placed upon us by local authorities or other enforcement bodies that cannot have been reasonably foreseen these will be charged as an extra.
- At this time no allowance has been made for the diversion of any existing Electricity North West asset. Once the final arrangement of the proposed development is notified we will review and advise if such works are required and provide an offer to complete.
- The price is based upon current copper (and other metal) rates. The offer price will be adjusted at the time of equipment / material procurement to reflect the rates at the time.

#### Programme and Delivery Milestones:

- From experience the minimum timeframe for the completion of a connection at 33kV is 18 to 24 months from the acceptance of a finalised and approved design solution. We expect a minimum timeframe of 6 months to achieve this from your acceptance of the scheme. As such we currently forecast this scheme to connect no earlier than 2020. However, upon your acceptance we will work with you to develop a detailed project schedule and associated milestones.
- No discussions have been undertaken to confirm the suitability or timescales for the outages required to make this connection. These need to be arranged to confirm any programme.
- The provision of approvals for connection outages is dependent on a number of factors that include but are not limited to:
  - time of year
  - number of customers effected
  - risk of loss of supplies and associated emergency restorations

These factors and the approval of outage planning requests can have a significant impact on the scheme programme. As these risks cannot be quantified at this time no allowances have been included for any potential solutions to mitigate the risk.

## **ELECTRICITY NORTH WEST GENERAL CONDITIONS OF CONTRACT (MAJOR PROJECTS)**

### **1. Definitions**

In these Conditions:

**"Acceptance Date"** means the later of the dates on which: (i) You confirm acceptance of the Offer to Us and (ii) any applicable interactivity connection moratorium period comes to an end and (iii) You pay the Price or part thereof due on acceptance;

**"Acceptance Form"** means the acceptance form provided by Us to You with the Offer;

**"Act"** means the Electricity Act 1989 (as amended);

**"Authority"** means the Gas and Electricity Markets Authority established under section 1 of the utilities Act 2000;

**"Breakdown"** means the breakdown of the Price contained in the Offer;

**"CDM Regulations"** means the Construction (Design and Management) Regulations 2015 and the related Approved Code of Practice;

**"Consents"** means all or any planning or other statutory consents, approvals, licences and permissions and all wayleaves, easements, leases, rights over land or consents, approvals, licences or permissions of any kind required for the Works as We may in Our sole discretion deem appropriate;

**"Contract"** means the contract entered into between Us and You for the provision of the Works if You accept the Offer;

**"Contract Documentation"** means the Offer, these Conditions and the Acceptance Form;

**"Conditions"** means these terms and conditions;

**"Environmental Impact Assessment"** means an environmental statement as defined in The Town and Country Planning (Environmental Impact Assessment) Regulations 2011 as amended from time to time...

**"Force Majeure"** means fire, lightning strike, flood, explosion, acts of God, war or national emergency, strikes, lock out or other forms of industrial action but excluding any such events insofar as they arise from or are attributable to the wilful act, omission or negligence of the Party relying on the event of Force Majeure or to the failure on the part of the Party relying on the event of Force Majeure to take reasonable precautions to prevent such event of Force Majeure;

**"Health and Safety Legislation"** means all relevant health and safety legislation together with approved codes of practice and guidance issued by the Health and Safety Executive, the Health and Safety Commission and British Standards in place from time to time;

**"Licence"** means the licence granted or treated as being granted to Us under Article 6(1) (c) of the Act;

**"Materials"** means any goods, either the subject matter of the Contract or necessary for the Contract's performance;

**"Normal Working Hours"** means 0800 to 1630 hours Monday to Friday inclusive (but excluding any bank or public holidays in England and Wales);

**"Offer"** means the offer letter supplied to You by Us as part of the Contract Documentation;

**"Outage"** means the interruption of the flow of electricity over a distribution or transmission network whether planned or unplanned.

**"Party"** means You or Us;

**"Price"** means the price payable by You for the Works as detailed in the Quotation (or as otherwise varied by Us pursuant to these Conditions);

**"Site"** means the location where the Works are to be carried out as set out in the Offer;

**"System Emergency"** means an event either on Our distribution system or on the distribution system of another electricity distributor which results in Us having to divert resources for the duration of that event in order to deal with or respond to that event;

**"We"** and **"Us"** means Electricity North West (company number 2366949) or any other entity who carries out the Works on Our behalf (and references to **"Our"** shall be construed accordingly);

**"Works"** means the Works detailed in the Offer; and

**"You"** means any person, company or other entity (which shall include bodies corporate or other incorporated bodies) with whom Electricity North West agrees to provide the Works including any person who appears to Us to act with Your authority (and references to **"Your"** shall be construed accordingly).

In these Conditions, unless the context otherwise requires:

(a) words importing the singular shall include the plural and vice versa;

(b) words importing gender shall include any gender;

(c) words importing a person shall include a firm and any entity having legal capacity;

- (d) any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms;
- (e) reference to any document or agreement shall be construed as a reference to the same as it may have been, or may from time to time be, amended or modified; and
- (f) references to clauses shall be construed as references to clauses of these Conditions.

## **2. Application & Contract Formation**

- (a) The Offer shall remain valid for acceptance for 6 Months from the date of the Offer and shall then lapse.
- (b) These Conditions apply to all arrangements between us and override any other terms or conditions stipulated or requested by You. In the event that We receive two or more applications for connection which make use of the same part of Our existing network or extensions to Our network to which We are already committed or otherwise have a material operational effect on that network, We may at any time prior to the Contract coming into effect advise You that Your application is interactive and revise the terms of Our Offer, the Works and these Conditions.
- (c) No Contract shall come into effect until We have acknowledged receipt of the Acceptance Form signed by You and have received the payment on acceptance specified in the Offer. If You make any amendment to the Acceptance Form (other than completing it in accordance with its instructions) or any other of the Contract Documentation, this shall constitute a counter-offer and no Contract shall be formed until such time as We have accepted such counter-offer in writing.
- (d) Each Contract shall incorporate the Contract Documentation. In the event of any conflict or inconsistency between the elements of the Contract Documentation, the order of precedence shall be as follows: (i) Offer (ii) Conditions (iii) Acceptance Form.
- (e) Nothing in the Conditions shall require Us to enter into a Contract if to do so would be likely to involve Us being in breach of Our duties under Section 9 of the Act, in breach of any regulations made under Section 29 of the Act or of any other enactment relating to safety or standards applicable in respect of the distribution business, in breach of any industry code of agreement which We are obliged to comply with under the terms of Our Licence, or in breach of Our Licence.

## **3. Our Obligations**

- (a) We shall (subject to these Conditions) carry out the Works in accordance with the Offer in return for You paying the Price.
- (b) We shall exercise reasonable skill and care in carrying out the Works. All other warranties, whether implied by statute, usage or otherwise are excluded to the fullest extent permitted by law.
- (c) We shall be free to decide in Our own discretion what Materials to use in carrying out the Works.
- (d) Any defects arising out of defective Materials provided by Us or defective workmanship on Our part which arise within 6 months from the date of completion of the Works will be rectified by Us on receipt of written notice from You informing Us of the defect provided that You inform Us of such defect within 7 days of becoming aware of such defect.
- (e) We shall use reasonable endeavours to obtain or procure all the Consents which We consider necessary to enable Us to complete the Works that we undertake.

## **4. Your Obligations**

- (a) You shall provide free of charge to Us such facilities and services (including but not limited to staff welfare facilities and power) as We reasonably require in order to carry out the Works in accordance with the requirements of all Health and Safety Legislation.
- (b) You shall provide a safe and secure Site environment in accordance with the requirements of all Health and Safety legislation. You shall provide Us with all site specific health and safety information.
- (c) You shall:(i) allow Us (and ensure that any third party shall allow Us) access to and egress from the Site to enable Us to perform the Works (and any remedial works that We may need to perform); (ii) be responsible for the creation of suitable and accessible access points, openings and housings within any building or structure which are required for Us to carry out the Works;(iii) provide Us with adequate & secure storage facilities for any Materials that We may deliver to the Site;(iv) provide Us with all information set out in the Offer and with any other information which We reasonably require in order to carry out the Works (including any Site specific information that We may require);
- (v) comply with any reasonable requirements We may make in relation to health and safety; and
- (vi) comply with any elements of the Offer that are detailed as Your responsibility.
- (d) You warrant that all information (including but not limited to drawings) You provide to Us (or have provided to Us) in relation to the Works will be (and/or is) accurate in all respects. If such information proves to be inaccurate, We reserve the right to vary the Price and the programme of works.

(e) You warrant that the installation at the Site will comply with the Electricity Safety, Quality and Continuity Regulations 2002 (as amended) and all current Institute of Electrical Engineers wiring regulations.

(f) All Materials supplied by or on behalf of Us as part of the Works shall remain Our property at all times. Notwithstanding this, if We have delivered Materials to the Site, You agree to take reasonable care of them and the risk of loss of or damage to those Materials will transfer to You from the time when We deliver the Materials to the Site until such time as the connection to the Site is energised.

(g) You shall convey to Us, where required and in consideration for £1.00, suitably located substations site(s) with all necessary rights of way together with easements for all cables to be positioned on or over non-highway parts of the Site. The Price excludes any legal, conveyancing and consultants costs in providing such easements or other conveyancing and these costs must be borne by You in addition to the Price. You agree to provide Us with all assistance required to complete such conveyances and easements.

(h) You shall reimburse Us on request for the costs of storage of Materials held off-Site.

## 5. Price

(a) The Price given in the Offer is for the execution of the Works described. Where applicable, the Price has been determined in accordance with Our Statement of Methodology and Charges for Connection to Our Electricity Distribution Network.

(b) The Price does not include any value added tax or similar tax which will be payable by You at the appropriate rate.

(c) The Price may be varied by Us at any time by reason of:

(i) a breach of the Contract by You;

(ii) a Works Variation;

(iii) a suspension of the Works;

(iv) any provision in the Offer or the Conditions entitling Us to vary the Price

(v) where the costs of obtaining such consents, easements and wayleaves exceeds the price specified in the Breakdown.

## 6. Payment

(a) Unless otherwise specified in the Offer, payment of the Price will be required on acceptance of the Offer.

(b) Where we have agreed in the Offer to receive staged payments, We shall submit invoices to You upon the dates shown in the Offer. Payment is due on the date of issue of the invoice and the final date for payment shall be 14 days from the date of invoice.

(c) If there is a variation to the Price (pursuant to these Conditions) or any other charges become payable after the Works have commenced, We will be entitled to invoice for such sums immediately. Payment is due on the date of issue of the invoice and the final date for payment shall be 14 days from the date of invoice.

(d) We reserve the right to submit invoices in respect of Materials held off Site.

(e) If You fail to make payment by the final date for payment then We shall be entitled to suspend provision of the Works until such time as payment is made. In addition You shall pay interest which will accrue on the outstanding debt from the final date until payment is made at 4% above the base rate of the National Westminster Bank Plc.

(f) All payments shall be made in full, without any deductions for retention, set off or any other deductions of whatever nature.

## 7. Commencement and Completion

(a) Subject to the remainder of this Clause 7, We shall use Our reasonable endeavours to commence and complete the Works within a reasonable time of Our receipt of the Acceptance Form duly completed by You or, where there is a period stated in the Offer or otherwise agreed in writing for the execution of the Works, within the period so agreed. Where We agree a period for the commencement and/or completion of the Works this is given as accurately as possible but is not guaranteed. We shall have no liability to You in the event that the actual date of completion of the Works is later than estimated.

(b) Where the Works involve works to be undertaken in the highway and/or footpaths ("**Relevant Works**") We are required to comply with the notice requirements under the Traffic Management Act 2004 ("**TMA**"). We are required to provide advance notice to the relevant Local Authority prior to the start of any Relevant Works. The notice period We must provide is dependant on the length of time We envisage being on Site to connect the development. You are responsible for providing Us with adequate notice of You being ready for connection. This is required in order that We can comply with the TMA.

- (c) We shall have no liability to you for any and all direct or indirect losses associated with delays attributed to notification periods as defined under the TMA.
- (d) Should additional costs be incurred under the TMA in relation to permit schemes introduced by the relevant Local Authority pursuant to the TMA We shall notify You of such costs and You are required to make full payment of these to Us prior to the completion of the Works.
- (e) To ensure We are able to comply with the requirements of the New Roads and Street Works Act 1991 and TMA and therefore are able to start Works in a timely manner, You must provide adequate notice in line with the requirements of the TMA.
- (f) Commencement and/or completion of the Works is subject to Us first obtaining any required consents, easements and wayleaves and subject to You obtaining any consent, permissions or approvals under Clause 10(e).
- (g) Completion of the Works in the estimated timescales may be dependent on Us obtaining Outages.
- (h) In the event that You are required under Clause 4(c)(iv) to provide the full postal address and postcode of multiple premises which are to be connected at a Site, We shall not be required to complete the Works until such information has been provided to Us.
- (i) We shall not be liable for delays in the commencement, completion or performance of the Works due to causes beyond Our reasonable control including (without limitation) delay or failure by You to carry out Your obligations under these Conditions or as required under the Offer, Our access to or egress from the site being restricted, delay caused by third parties, failure to obtain any necessary consents, easements or wayleaves (save where this is due to Our acts or omissions), any constraints imposed by the New Roads And Street Works Act 1991, TMA or other legislation, war, terrorism, shortage of Materials or labour, earthquake, flood, fire or adverse weather conditions.
- (j) If We are delayed, disrupted or prevented in the execution of the Works owing to any act or omissions (other than Our own acts or omissions) then We shall be entitled to recover from You any additional costs arising from such delay or disruption.

## **8. Works Variations**

- (a) With Our consent You may request a variation to the Works. Following such a request We will (at Our option) provide You with a variation offer for the Works together with a revised timescale for the completion of the Works. If You accept such revised variations and timescale, the Contract shall be deemed varied to take account of such revisions. We shall have no liability for any delay to the commencement and/or completion of the Works as a result of either i) Your request for a variation; or ii) the variation of the Contract.
- (b) The routes specified for the Works in the Offer are subject to Us obtaining all necessary consents, easements and wayleaves. If such consents, easements and wayleaves cannot be obtained We shall be entitled to vary the Works.
- (c) The Price is based on the Works specified in the Offer and the costs of Materials and labour prevailing at the date of the Offer and should there be any alteration in the Works or in the costs of Materials or labour subsequent to the date of the Offer We reserve the right at Our discretion to vary the Price to take account of such changes.
- (d) Our Price is based on Us being able to carry out the Works in the sequence We would normally follow (at Our discretion) in carrying out works of a similar nature, without obstruction or restriction during Normal Working Hours and on information which You provide to Us which is necessary for Us to carry out the Works. If for any reason beyond Our control We are unable to perform the Works as We have planned, the Normal Working Hours are restricted in any way, if overtime working is required or if information which You provide to Us is inaccurate, incomplete or misleading, additional charges will be made at Our absolute discretion to cover the additional cost and expenses incurred by Us.
- (e) We anticipate working in conditions which are within the requirements of the current Health and Safety Legislation. Should in Our responsible opinion the conditions not be within the requirements of such Health and Safety Legislation (including (but not limited to) conditions requiring Us to use or wear special equipment or otherwise, to use special working practices (and You have not notified Us of such conditions prior to Us issuing the Offer)), then in order to protect the health and safety of Our employees We shall be entitled to withdraw from the Site until such time as such conditions are rectified to Our satisfaction or to vary Our Price to take account of the additional cost of performing the Works.

## **9. Termination**

- (a) Once the Contract is formed it may be terminated by You on the provision of 14 days prior written notice.
- (b) Unless We agree something different with You, We may terminate the Contract immediately and without notice if:

- (i) You are required to submit an application for development (“Application”) via the planning portal or by other approved means, and:
    - A. in the case of non EIA development, You did not submit Your Application within 2 months of the Acceptance Date, or You have not been granted planning permission that allows development to commence within 12 months of the Acceptance Date; or
    - B. in the case of EIA development, You have not commissioned an Environmental Statement within 2 months of the Acceptance Date, or You did not submit Your Application within 14 months of the Acceptance Date or You have not been granted planning permission that allows development to commence within 24 months of the Acceptance Date.
  - (ii) You cannot produce evidence, in a form acceptable to Us and within 2 months of the Acceptance Date, that You:
    - A. are the owner or lessee of the land on which the Works will be carried out; or
    - B. are not the owner or lessee but do have an option, conditional contract to purchase or other legally binding commitment to acquire the land on which the Works will be carried out.
  - (iii) You cannot produce evidence that You are ready to commence and progress the works needed to meet the agreed connection date. Suitable evidence shall be that within 6 months of successfully achieving Planning Permission, You shall present to the DNO, for the DNO’s agreement, the customer programme of works (and/or the ICP programme of works) that demonstrates how You will be ready for the agreed connection date.
  - (iv) Notwithstanding the other provisions of this clause 9, We become aware the Works:
    - A. will or are likely to require a material change; or
    - B. have not been commenced within six months of the Acceptance Date or have been commenced and subsequently suspended by You for a period of at least six months, except where the suspension is due to or caused by Us; and/or
    - C. are not being actively progressed by You during the period of six months from the Acceptance Date.
- (c) We shall be entitled to terminate the Contract immediately by written notice if You materially breach the Contract and, where the breach is capable of remedy, You have not remedied such breach within 7 days of receipt of a notice from Us specifying the breach and requiring it to be remedied.
- (d) If You fail to make payment by the final date for payment or if You are unable to pay Your debts within the meaning of the Insolvency Act 1986 s123 or are the subject of a bankruptcy notice or petition or a bankruptcy order is made against You, or You have a receiver, liquidator or administrator appointed or a winding up order made or a resolution for winding up is passed, or a voluntary arrangement is made with Your creditors, or a petition is presented for a winding up order or an administration order, or any distress or execution is levied or threatened over any of Your assets, We shall be entitled, without prejudice to any other remedies available to Us, forthwith to either suspend the Works and to remove all unused Materials from Your premises or (at Our complete discretion) to terminate the Contract forthwith.
- (e) If the Contract is terminated for any reason, You agree that all costs incurred by Us to the date of termination (including an apportionment of Our overhead costs and all costs that We have committed to) which We are unable to recoup are to be paid by You.
- (f) Any termination of the Contract shall be without prejudice to the rights which have accrued up to the date of such termination.

## **10. Statutory Requirements**

- (a) We shall be responsible for seeking all consents, permissions and approvals necessary for the execution of the Works and We shall use Our reasonable endeavours to obtain such consents, permissions and approvals within a reasonable time.
- (b) We shall seek permission for connection of earthed concentric wiring systems, where relevant.
- (c) We shall not be responsible (and You shall bear sole responsibility and cost) for reinstating the surface on private land including the surface of streets and pavements not adopted by the highway authority at the time the cables are laid.
- (d) You shall provide Us with reasonable assistance required in obtaining any necessary consents, permissions or approvals.
- (e) Where the Offer states (or We have otherwise agreed) that You have an obligation to seek consents, permissions or approvals, You shall be responsible for obtaining such consents, permissions or approvals as soon as reasonably practical and at Your own cost.
- (f) We shall comply with the provisions of the CDM Regulations. You shall comply with Your duties as client under the CDM Regulations.

## **11. Indemnity and Insurance**

- (a) You shall be liable for and shall indemnify Us against any claims, losses, liabilities, proceedings, costs, expenses (including professional expenses) incurred or suffered by Us arising out of or in connection with:

- (i) any liability arising out of any statute or at common law or Your negligence in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works, unless due to any negligence of Us or of any person for whom We are responsible;
- (ii) any injury or damage to any property arising out of or in the course of or caused by the carrying out of the Works or due to Your negligence, unless due to any negligence of Us or of any person for whom We are responsible.
- (b) Without prejudice to Your liability to indemnify Us, You hereby certify to Us that You have affected such Employer's Liability Insurance and Public Liability policies as are necessary to cover Your liabilities and that such policies are with a reputable insurer up to a limit of at least £1,000,000 per incident or related series of incidents and such policy shall be kept in force during and until completion of the Works.
- (c) You shall insure the Site and Materials that We have supplied (whether fixed or unfixed) to cover any damage to them from any cause whatsoever.
- (d) Upon Our request You agree to provide Us with copies of any insurance policy taken out pursuant to this Clause 11 together with the receipt for the last premium. If You fail to provide such copies, We shall be entitled to suspend provision of the Works until such time as You provide these to Us. If You fail to provide Us with the required documentation within 14 days of Our request We shall be entitled to terminate this Contract immediately.

## **12. Limitation of Liability**

- (a) We shall have no liability for any loss or damage to the extent that such loss or damage is caused by You or any instructions given by You.
- (b) Unless otherwise agreed in writing, Our Price has been calculated on the basis that We will have no responsibility to You for any liquidated and ascertained damages that You may incur to third parties.
- (c) We shall have no liability for any loss or damage sustained by You whether arising in contract, tort (including negligence) or otherwise other than such:
  - (i) as may arise from Our negligence or that of Our employees or agents or Our breach of the express terms of this Contract, or
  - (ii) in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works and due to any negligence of Us or any person for whom We are responsible.
- (d) Our maximum aggregate liability to You whether arising under contract, tort (including negligence) or otherwise (and including any remedial costs) shall not exceed the level of the Price or £1,000,000 (whichever is higher).
- (e) In no circumstances shall We have any liability to You (whether arising in contract, tort (including negligence) or otherwise) for any loss of profits, loss of revenue, loss of project or opportunity, or for any wasted expenses, any loss of contract or goodwill, any payments to third parties or for any indirect or consequential loss of any kind.
- (f) The rights and remedies set out in these Conditions shall be Your exclusive remedies and are in substitution of all other rights and remedies provided by common law or statute in respect of the subject matter of the Contract, including any rights either party may have in tort, contract or for breach of statutory duty.
- (g) You shall not be entitled to bring any claim for any loss or damage suffered by You (howsoever arising) to the extent that such loss or damage is covered by an insurance policy held by You and You shall ensure that Your insurers waive any and all rights of subrogation that they may have against Us.
- (h) Nothing in these Conditions shall limit or exclude Our liability to You for death or personal injury by Our negligence, for any fraud or for any other liability which it is not permitted to exclude or limit by operation of law.
- (i) You acknowledge that in entering into this Contract You do not do so on the basis of or rely on any representation warranty or other provision except as expressly provided in the Contract provided that this clause shall not exclude any liability which We would otherwise have to You in respect of any statements made fraudulently by Us to You prior to the date the Contract is formed.

## **13. Force Majeure and System Emergencies**

- (a) If either Party is unable to carry out its obligations under the Contract due to a circumstance of Force Majeure or if We are unable to carry out Our obligations under the Contract due to a System Emergency then the Contract shall remain in full force and effect but save as the obligations (other than obligations as to payment) shall be suspended without liability for a period equal to the circumstance of Force Majeure or System Emergency (as the case may be) provided that:
  - (i) the Party affected by the Force Majeure or System Emergency advises the other Party in writing, specifying the nature and extent of the Force Majeure or System Emergency, as soon as reasonably practicable after becoming aware of the Force Majeure or System Emergency;

- (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure or the System Emergency (as the case may be);
  - (iii) no obligations that arose before the Force Majeure or the System Emergency causing the suspension of performance are excused as a result of the Force Majeure or the System Emergency (as the case may be); and
  - (iv) the affected Party shall use all reasonable efforts shall be used to remedy its inability to perform its obligations.
- (b) If the Force Majeure or System Emergency in question prevails for a continuous period in excess of three (3) months after the date on which it begins, the other Party may terminate the Contract on provision of fourteen (14) days' notice in writing to the affected Party.
- (c) Where We incur additional costs due to You being unable to perform Your obligations due to Force Majeure we may vary the Price.

#### **14. Energy Supplier**

Where an electricity supplier is required to be appointed for the connection prior to energisation of the Site, the supply of electricity shall not be commenced until a supplier has been appointed by You.

#### **15. Sub-Contracting & Assignment**

We reserve the right to sub-contract any part of the Works or to assign Our interest in the Contract. You shall not be entitled to assign or transfer the benefit or burden of the Contract or any interest in it without Our prior written consent.

#### **16. Confidentiality**

- (a) Each Party shall treat as confidential and shall not disclose to any other person any of the commercial, technical and/ or contractual provisions of the Contract or any other commercial or technical information which is acquired or obtained subject to this duty of confidentiality during the course of this Contract.
- (b) The undertakings set out in Clause 16(a) shall not apply to:
- (i) any disclosure which is necessary for the proper performance of the Contract;
  - (ii) any disclosure which is required by law or by the Authority;
  - (iii) any disclosure to a Party's professional advisors provided that such advisors are bound by the same duties of confidentiality;
  - (iv) any disclosure which is agreed in advance by the Parties; or
  - (v) any information which is already in the public domain.
- (c) The provisions in Clause 16 shall survive the expiry or termination of the Contract.

#### **17. Intellectual property**

- (a) We shall retain all Intellectual Property Rights in the documents made by or on behalf of Us in connection with the Works.
- (b) You shall be liable for and indemnify Us (and keep indemnified) protect, defend and hold Us harmless from and against all actions, proceedings, claims and demands brought or made and all losses, damages, cost, expenses, liabilities, settlements and judgments incurred, suffered or arising out of any claim for infringement of the Intellectual Property Rights pursuant to clause 17(a) insofar as such breach has been caused or contributed to by You.

#### **18. General Terms**

- (a) Any failure or delay by Us in exercising any right or remedy under this Contract shall not constitute a waiver of that right or remedy and any single or partial exercise of any right or remedy by Us shall not preclude any other or further exercise of it or any other right or remedy. No waiver by Us of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- (b) If You need to serve a notice on Us, You shall send it by mail to address given in the Offer. If We need to serve a notice on You, We shall send it by mail to the address noted in the Contract (or such other address as You may notify Us of in writing from time to time). Such notice shall be deemed to have been received by the relevant party within 3 days of posting.
- (c) If any provision of these Conditions is held by any court or other competent authority to be unenforceable, in whole or in part, the validity of the other provisions of these Conditions and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- (d) These Conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties. You agree that You have not relied on any representation, warranty or statement other than those contained in the Contract Documentation.
- (e) All third party rights are excluded and no third parties shall have any rights to enforce the Contract.

(f) Where You are acting as a consumer (that is other than for the purposes of Your trade or business), nothing in these Conditions shall affect Your statutory rights.

(g) The headings in these Conditions are for convenience of reference only and shall not affect its interpretation.

(h) Where You are two or more legal persons Your obligations and liabilities under this Contract shall be joint and several.

(i) If You are unhappy with the terms or charges and agreement cannot be reached with Us within a reasonable time, then either of us may be able to request determination of the dispute by the Gas and Electricity Markets Authority in accordance with the Act.

(j) Notwithstanding Clause 18(i), these Conditions and any Contract entered into pursuant to them shall be governed by and constructed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts in relation to any matter or dispute arising out of or in connection with these Conditions (whether of a contractual or tortious nature or otherwise).