

PEARCES FARM, SOUTH WOKINGHAM SDL

UTILITIES ASSESSMENT

NICHOLAS KING HOMES PLC

16 AUGUST 2024



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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 **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, Street Works, Faraday House, Ground Floor, The Connection, Newbury, RG14 2FN	0333 304 0759	utilitiescentre@vodafone.com
Customer Complaints	n/a	0333 304 0762	n/a
Liability Claims Or Damage to Vodafone Apparatus	Vodafone Damage Claims, 1-2 Berkeley Square, 99 Berkeley Street Glasgow G3 7HR	0333 304 1104	claims@vodafone.com
Diversionary Works C2/C3	Atkins Global, PO Box 290, 500 Aztec West, Almondsbury, Bristol, BS32 4RZ.	01454 662881	osm.enquiries@atkinsglobal.com
Diversionary Works C4 / Escalations Networks Manager	Vodafone, Diversionary Works, 1-2 Berkeley Square, 99 Berkeley Street Glasgow G3 7HR	0141 303 2855	c3requests@vodafone.com
Emergencies 24 Hour – Defects & Faults	n/a	0333 304 0762	n/a
Vodafone Plant Enquiries includes: Cable & Wireless; Mercury Comms; Thus plc; Scottish Telecoms; Your Comms; Norweb Comms; Energis	Atkins Global PO Box 290 500 Aztec West, Almondsbury, Bristol, BS32 4RZ	01454 662881	osm.enquiries@atkinsglobal.com



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:



Cable & Wireless became Cable & Wireless Worldwide in 2010





Mercury Communications – changed its name to Cable & Wireless in 1996



Energis – was acquired by Cable Wireless in 2005





Thus plc was acquired by Cable & Wireless in 2008



Scottish Telecom

Scottish Telecom demerged from its parent company Scottish Power to become Thus plc in 2002





your communications

Your Communications was integrated into Thus plc in 2006



NORWEB COMMS

Norweb Communications became Your Communications in 2000



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
Cable & Wireless
Mercury Communications
Energis
Thus plc
Your Communications
Norweb Communications
Scottish Telecom

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

18. About this Document

Content Owner

Chris Nesbitt

Changes since last version

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

End of Document

Francesca Margiotta

From: Dain Fuller <Dain.Fuller@networkrail.co.uk> on behalf of OP Buried Services Enquiries <OPBuriedServicesEnquiries@networkrail.co.uk>
Sent: 23 December 2022 08:44
To: Francesca Margiotta
Subject: RE: Ref: 32541FM-GWS Site: A18 Priors Farm, Wokingham, RG40 3BQ

OFFICIAL

Dear Enquirer,

With regards to your enquiry, Network Rail does not believe there is any Network Rail owned apparatus or underground services within the area you have defined. As there is always the possibility that new works could be planned and undertaken in this area by Network Rail this information is valid as at today's date and is supplied for general guidance only.

Please be aware that this response is based on Network Rail's records and knowledge and no guarantee can be given regarding accuracy or completeness. CAT scans, safe digging practices (as contained in HSE publications) and other appropriate investigative techniques should always be carried out.

There may be other apparatus or underground services owned or operated by Utility Companies and accordingly you should contact individual utilities for information.

If, in connection with your investigations and/or work, you become aware of Network Rail apparatus or underground services within your area of work, please ensure these are notified to our Asset Protection team via the following link as a matter of urgency so that appropriate measures for avoidance of risk and damage can be put in place.

Contact details can be found in the following link: [Network Rail Asset Protection Teams](#)

If you require any further clarification on any of the information provided by the team, please contact opburiedservicesenquiries@networkrail.co.uk.

Regards,

Dain Fuller

Worksite Survey Manager



Worksite Survey | Asset Information Services

National Records Centre | Audax Road | York YO30 4US

W: www.networkrail.co.uk

At Network Rail we work flexibly – so whilst it suits me to email now, I do not expect a response or action outside of your own working hours

Francesca Margiotta

From: plantenquiryservice@gtc-uk.co.uk
Sent: 04 January 2023 15:30
To: Francesca Margiotta
Subject: GTC Plant Enquiry - Ref- 3045488
Attachments: 3045488.png

GTC Apparatus Not Found In Search Area

Our Plant Enquiry Service Ref: 3045488
Your Enquiry Ref: 32541FM-GWS

Dear Francesca,

Thank you for your enquiry concerning apparatus in the vicinity of your proposed work. GTC can confirm that we have no apparatus in the vicinity but please note that other asset owners may have and ensure all utility owners have been consulted. For your records, the search area is shown in the attached map.

Please note our assets now include those owned and operated by:

- GTC Pipelines Limited
- Independent Pipelines Limited
- Quadrant Pipelines Limited
- Electricity Network Company Limited
- Independent Power Networks Limited
- Independent Water Networks Limited
- Open Fibre Networks Limited
- Independent Community Heating Limited

If you have any queries or require any further information please do not hesitate to contact us.

Your sincerely,

GTC Plant Enquiry Service.

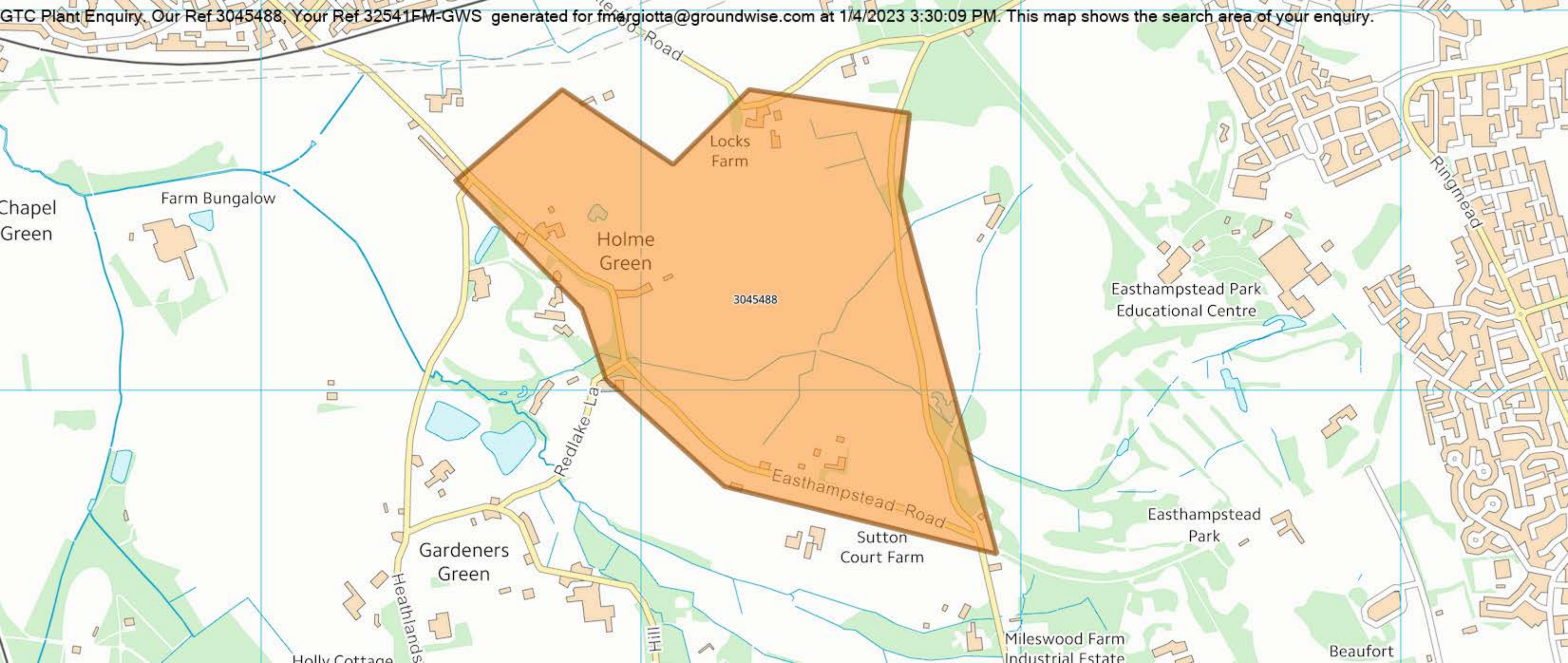
GTC
Synergy House
Woolpit Business Park
Woolpit
Bury St Edmunds
Suffolk, IP30 9UP
Tel: 01359 240363
plant.enquiries@gtc-uk.co.uk

NOTE:

This E-Mail originates from GTC, Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9UP
VAT Number: GB688 8971 40. Registered No: 029431.

DISCLAIMER

The information in this E-Mail and in any attachments is confidential and may be privileged. If you are not the



HSE's Advice

Your development does not intersect a pipeline or hazard zone, HSE Planning Advice does not have an interest in the development.

Our Reference : **HSL-230104153439-963**

Your Reference : **32541FM-GWS**

Development Name :

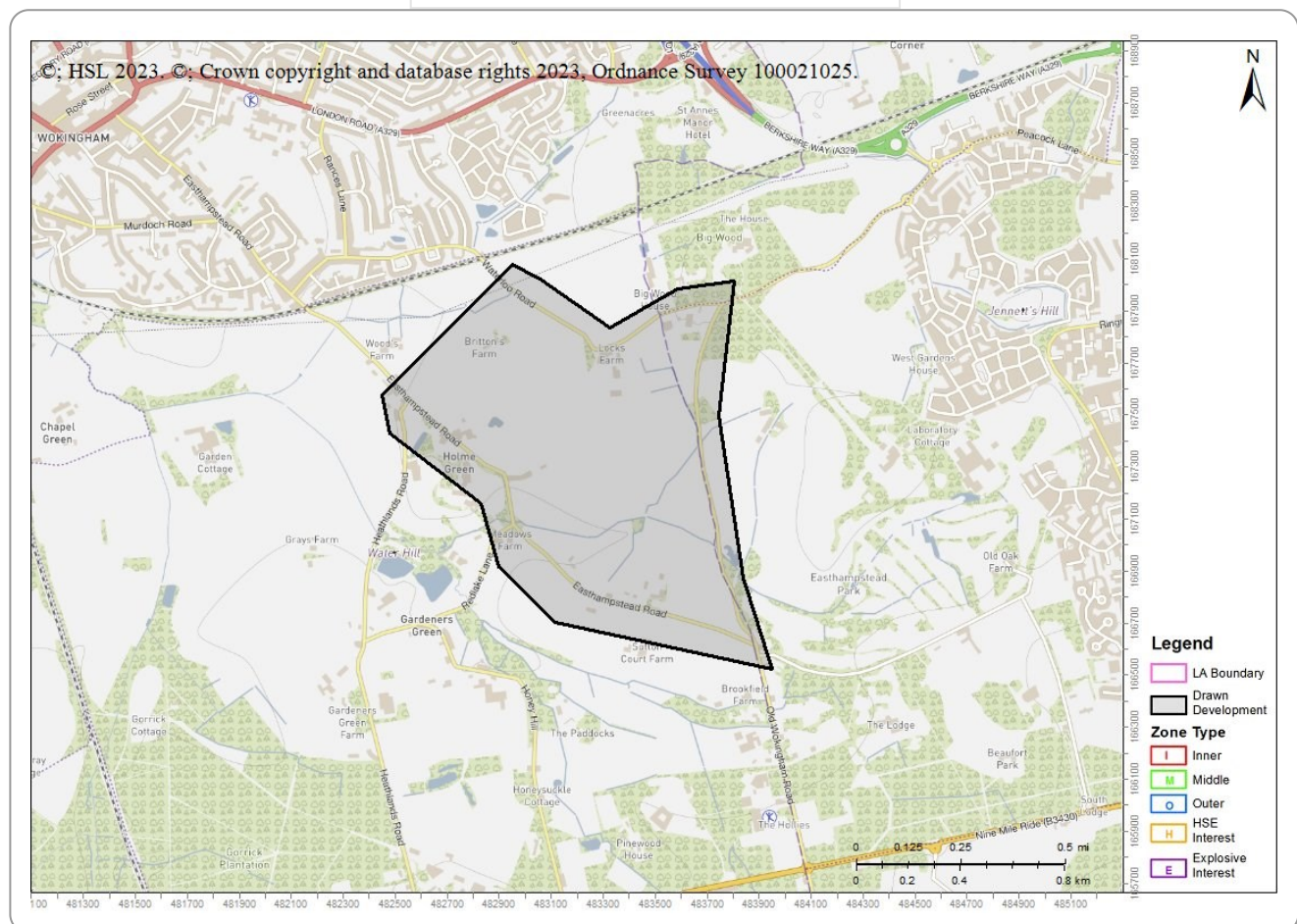
Date Created : **04/01/2023 15:34:39**

Description/Comments : **STUDY**

Created By : **FMARGIOTTA@GROUNDWISE.COM**

Phase 1 documents
No HI/MHP Interest Report
(../Download/File/?HSLRefer=HSL-230104153439-963&DownloadType=HSEHasNoInterest)

Please check all mapping details, including the drawn planning boundary and background mapping, are correct.



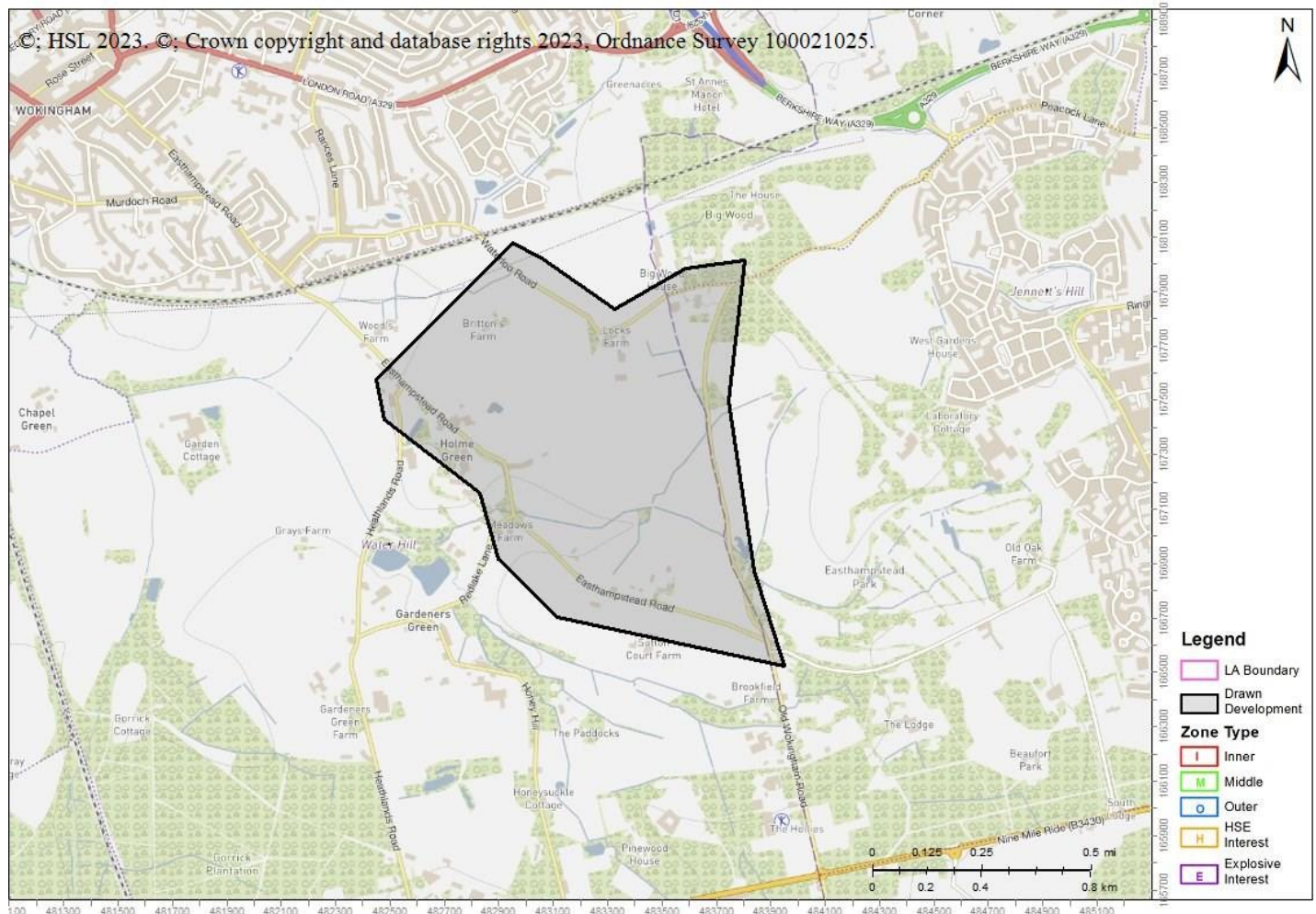
Menu

Advice : HSL-230104153439-963 Does Not Cross Any Consultation Zones

Your Ref: 32541FM-GWS

Development Name:

Comments: STUDY



The proposed development site which you have identified does not currently lie within the consultation distance (CD) of a major hazard site or major accident hazard pipeline; therefore at present HSE does not need to be consulted on any developments on this site. However, should there be a delay submitting a planning application for the proposed development on this site, you may wish to approach HSE again to ensure that there have been no changes to CDs in this area in the intervening period.

This advice report has been generated using information supplied by Francesca Margiotta at Groundwise Searches Ltd on 04 January 2023.

Francesca Margiotta

From: Leep Electricity Networks <lenl@leeputilities.co.uk>
Sent: 23 December 2022 10:32
To: Francesca Margiotta
Subject: RE: Ref: 32541FM-GWS Site: A18 Priors Farm, Wokingham, RG40 3BQ

Good morning

Please note that Leep Electricity Ltd & Leep Utilities (Holdings) have no apparatus in this area.

Kind regards

Leep Electricity Networks
Take a look at our [website](https://www.leeputilities.co.uk)

e: lenl@leeputilities.co.uk
w: www.leeputilities.co.uk
Privacy Notice



Leep Holdings (Utilities) Limited : Registered in England & Wales : Company Number 06729159 : Registered Office: Level 2, Metro, 33 Trafford Road, Manchester, Salford, M5 3NN

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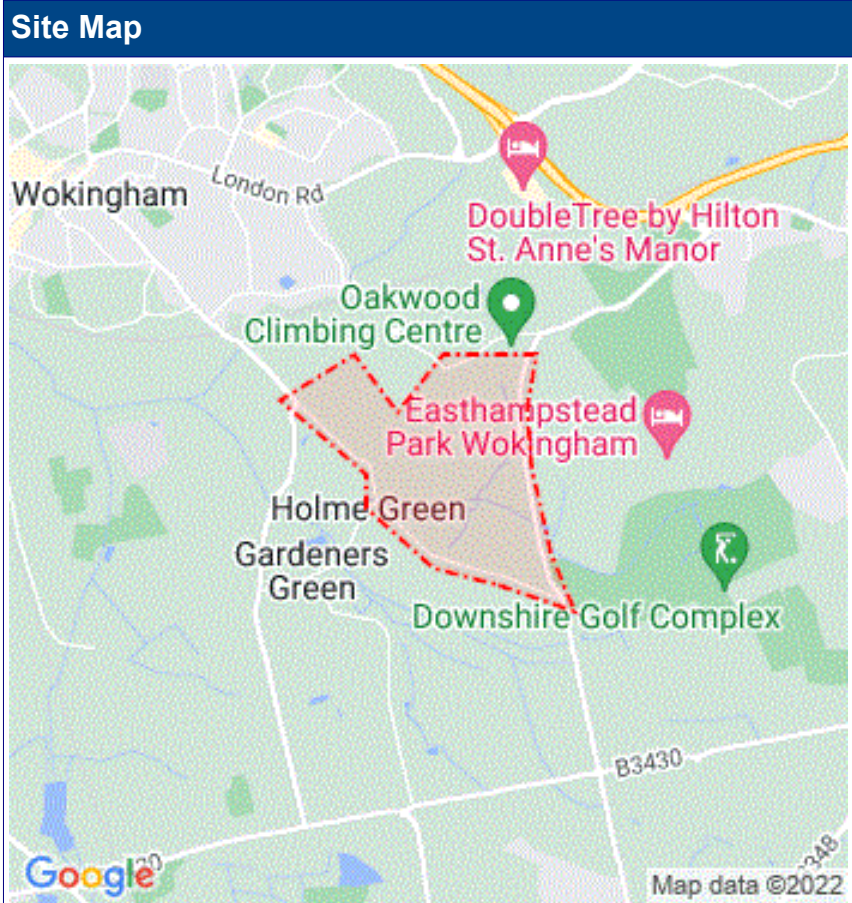
From: Francesca Margiotta <FMargiotta@groundwise.com>
Sent: 23 December 2022 08:00
To: osm.enquiries@atkinsglobal.com; plantenquiries@instalcom.co.uk; osp-team@uk.verizonbusiness.com; plantenquiries@catelecomuk.com; OPBuriedServicesEnquiries@networkrail.co.uk; assetrecords@utilityassets.co.uk; NRSWA@sky.uk; mbnlplantenquiries@turntown.com; networks.enquiries@eclipsepower.co.uk; Leep Electricity Networks <lenl@leeputilities.co.uk>
Subject: Ref: 32541FM-GWS Site: A18 Priors Farm, Wokingham, RG40 3BQ

Ref: 32541FM-GWS
Site: A18 Priors Farm, Wokingham, RG40 3BQ
Easting/Northing: 483257,167355

Enquirer			
Name	Mr Joe Shawyer	Phone	01702615566
Company	Groundwise Searches Ltd	Mobile	Not Supplied
Address	Suite 6 Princess Caroline House 1 High Street Southend on Sea Essex SS1 1JE		
Email	mail@groundwise.com		

Enquiry Details			
Scheme/Reference	32541		
Enquiry type	Initial Enquiry	Work category	Development Projects
Start date	30/12/2022	Work type	Commercial/industrial
End date	30/03/2023	Site size	977204 metres square
Searched location	XY= 483257, 167355	Work type buffer*	75 metres
Confirmed location	483330 167136		
Site Contact Name	Not Supplied	Site Phone No	Not Supplied
Description of Works			

* The WORK TYPE BUFFER is a distance added to your search area based on the Work type you have chosen.



Asset Owners

Terms and Conditions. Please note that this enquiry is subject always to our standard terms and conditions available at www.linesearchbeforeudig.co.uk ("Terms of Use") and the disclaimer at the end of this document. Please note that in the event of any conflict or ambiguity between the terms of this Enquiry Confirmation and the Terms of Use, the Terms of Use shall take precedence.

Notes. Please ensure your contact details are correct and up to date on the system in case the LSBUD Members need to contact you.

Validity and search criteria. The results of this enquiry are based on the confirmed information you entered and are valid only as at the date of the enquiry. It is your responsibility to ensure that the Enquiry Details are correct, and LinesearchbeforeUdig accepts no responsibility for any errors or omissions in the Enquiry Details or any consequences thereof. LSBUD Members update their asset information on a regular basis so you are advised to consider this when undertaking any works. It is your responsibility to choose the period of time after which you need to resubmit any enquiry but the maximum time (after which your enquiry will no longer be dealt with by the LSBUD Helpdesk and LSBUD Members) is 28 days. If any details of the enquiry change, particularly including, but not limited to, the location of the work, then a further enquiry must be made.

Asset Owners & Responses. Please note the enquiry results include the following:

1. "LSBUD Members" who are asset owners who have registered their assets on the LSBUD service.
2. "Non LSBUD Members" are asset owners who have not registered their assets on the LSBUD service but LSBUD is aware of their existence. Please note that there could be other asset owners within your search area.

Below are three lists of asset owners:

1. **LSBUD Members who have assets registered within your search area. ("Affected")**
 - a. **These LSBUD Members will either:**
 - i. **Ask for further information ("Email Additional Info" noted in status).** The additional information includes: Site contact name and number, Location plan, Detailed plan (minimum scale 1:2500), Cross sectional drawings (if available), Work Specification.
 - ii. **Respond directly to you ("Await Response").** In this response they may either send plans directly to you or ask for further information before being able to do so, particularly if any payments or authorisations are required.
2. **LSBUD Members who do not have assets registered within your search area. ("Not Affected")**
3. **Non LSBUD Members who may have assets within your search area.** Please note that this list is not exhaustive and all details are provided as a guide only. It is your responsibility to identify and consult with all asset owners before proceeding.

LSBUD Members who have assets registered on the LSBUD service within the vicinity of your search area.

List of affected LSBUD members			
Asset Owner	Phone/Email	Emergency Only	Status
Cadent Gas	0800688588	0800111999	Await response
Gigaclear Ltd	01865594145	01865591185	Await response
Neos Networks	03453053337	03453053337	Await response
Scottish and Southern Electricity Networks	08000483516	08000727282	Await response
SGN	08009121722	0800111999	Await response

LSBUD Members who do not have assets registered on the LSBUD service within the vicinity of your search area. Please be aware that LSBUD Members make regular changes to their assets and this list may vary for new enquiries in the same area.

List of not affected LSBUD members		
Angus Energy	AWE Pipeline	B & D Energy Limited
Balfour Beatty Investments Limited	BOC Limited (A Member of the Linde Group)	Box Broadband
BP Exploration Operating Company Limited	BPA	Carrington Gas Pipeline
CATS Pipeline c/o Wood Group PSN	Cemex	Centrica Storage Ltd
CNG Services Ltd	Concept Solutions People Ltd	ConocoPhillips (UK) Teesside Operator Ltd
D.S.Smith	Diamond Transmission Corporation	DIO (MOD Abandoned Pipelines)
DIO (MOD Live Pipelines)	E.ON UK CHP Limited	EDF Energy Renewables Ltd
EirGrid	Eleclink Limited	Electricity North West Limited
Energy Assets Networks	ENI & Himor c/o Penspen Ltd	EnQuest NNS Limited
EP Langage Limited	ESP Utilities Group	ESSAR
Esso Petroleum Company Limited	euNetworks Fiber UK Ltd	EXA Infrastructure
Exolum Pipeline System	Fulcrum Electricity Assets Limited	Fulcrum Pipelines Limited
Gamma	Gas Networks Ireland (UK)	Gateshead Energy Company
Harbour Energy	Heathrow Airport LTD	Humbly Grove Energy
IGas Energy	INEOS FPS Pipelines	INEOS Manufacturing (Scotland and TSEP)
INOVYN ChlorVinyls Limited	INOVYN Enterprises Limited	Intergen (Coryton Energy or Spalding Energy)
Jurassic Fibre Ltd	Last Mile	Mainline Pipelines Limited
Manchester Jetline Limited	Manx Cable Company	Marchwood Power Ltd (Gas Pipeline)
Melbourn Solar Limited	Moray East Offshore Windfarm	MUA Group Limited
National Grid Electricity Distribution	National Grid Electricity Transmission	National Grid Gas Transmission
Northern Gas Networks Limited	Northumbrian Water Group	NPower CHP Pipelines
NTT Global Data Centers EMEA UK Ltd	NYnet Ltd	Ogi
Oikos Storage Limited	Ørsted	Palm Paper Ltd
Perenco UK Limited (Purbeck Southampton Pipeline)	Petroineos	Phillips 66
Portsmouth Water	Premier Transmission Ltd (SNIP)	Redundant Pipelines - LPDA
RWE - Great Yarmouth Pipeline (Bacton to Great Yarmouth Power Station)	RWEnpower (Little Barford and South Haven)	SABIC UK Petrochemicals

SAS Utility Services Ltd	Scottish Power Generation	Seabank Power Ltd
SES Water	Shell	Shell NOP
SP Energy Networks	Squire Energy Networks	SSE Generation Ltd
SSE Transmission	SSE Utility Solutions Limited	Tata Communications (c/o JSM Construction Ltd)
Total Colnbrook Pipelines	Total Finaline Pipelines	Transmission Capital
UK Power Networks	Uniper UK Ltd	University of Cambridge Granta Backbone Network
Vattenfall	Veolia ES SELCHP Limited	Veolia ES Sheffield Ltd
Voneus Limited	VPI Power Limited	Wales and West Utilities
West of Duddon Sands Transmission Ltd	Westminster City Council	Zayo Group UK Ltd c/o JSM Group Ltd

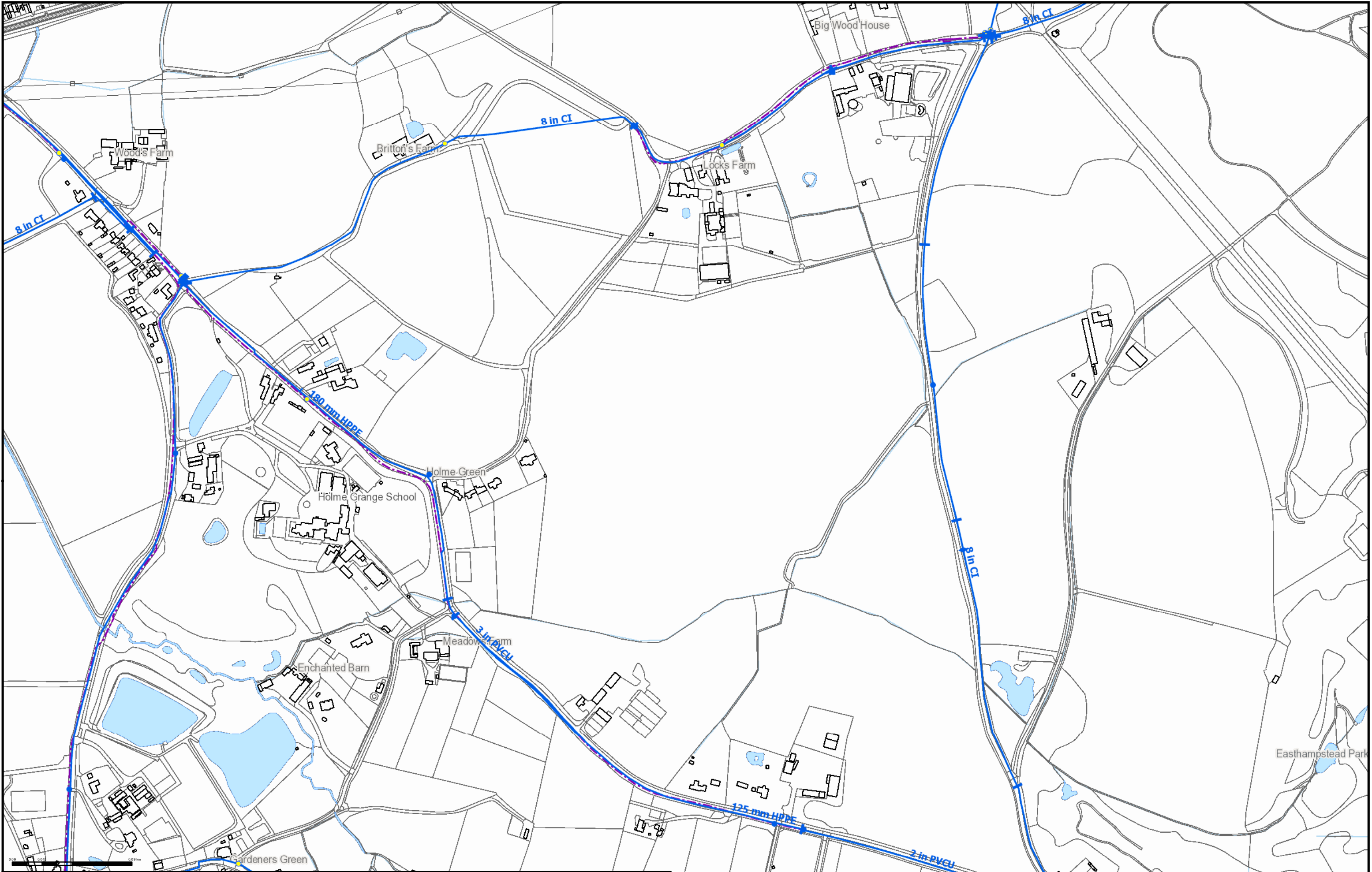
The following Non-LSBUD Members may have assets in your search area. It is **YOUR RESPONSIBILITY** to contact them before proceeding. Please be aware this list is not exhaustive and it is your responsibility to identify and contact all asset owners within your search area.

Non-LSBUD members (Asset owners not registered on LSBUD)			
Asset Owner	Preferred contact method	Phone	Status
BT	https://www.swns.bt.com/pls/mbe/welcome.home	08000232023	Not Notified
CityFibre	asset.team@cityfibre.com	033 3150 7282	Not Notified
Colt	plantenquiries@catelecomuk.com	01227768427	Not Notified
Equans	nrsua.uk@equans.com	0800 130 3600	Not Notified
GTC	https://pe.gtc-uk.co.uk/PlantEnqMembership	01359240363	Not Notified
Lumen Technologies	plantenquiries@instalcom.co.uk	02087314613	Not Notified
Mobile Broadband Network Limited	mbnl.plant.enquiries@turntown.com	01212 621 100	Not Notified
Sky UK Limited	nrsua@sky.uk	02070323234	Not Notified
Sota	SOTA.plantenquiries@instalcom.co.uk		Not Notified
South East Water	water.maps@southeastwater.co.uk	0333 000 0059	Not Notified
Teliasonera	check-network@arelion.com	0800526015	Not Notified
Thames Water	http://www.digdat.co.uk	08450709145	Not Notified
Utility assets Ltd	assetrecords@utilityassets.co.uk		Not Notified
Verizon Business	osp-team@uk.verizonbusiness.com	01293611736	Not Notified
Virgin Media	http://www.digdat.co.uk	08708883116	Not Notified
Vodafone	osm.enquiries@atkinsglobal.com	01454662881	Not Notified
Wokingham District Council (Structures)	Highway.operations@wokingham.gov.uk	01189746000	Not Notified

Disclaimer

Please refer to LineasearchbeforeUdig's Terms of Use for full terms of use available at www.lineasearchbeforeudig.co.uk

The results of this Enquiry are personal to the Enquirer and shall not be shared with or relied upon by any other party. The asset information on which the Enquiry results are based has been provided by LSBUD Members, therefore LineasearchbeforeUdig will provide no guarantee that such information is accurate or reliable nor does it monitor such asset information for accuracy and reliability going forward. There may also be asset owners which do not participate in the enquiry service operated by LineasearchbeforeUdig, including but not exclusively those set out above. Therefore, LineasearchbeforeUdig cannot make any representation or give any guarantee or warranty as to the completeness of the information contained in the enquiry results or accept any responsibility for the accuracy of the mapping images used. LineasearchbeforeUdig and its employees, agents and consultants accept no liability (save that nothing in this Enquiry Confirmation excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law) arising in respect thereof or in any other way for errors or omissions including responsibility to any person by reason of negligence.



Drawing Title: 32541FM-GWS

Valve

Washout

Fire Hydrant

Meter

Pressure Valve

Air Valve

Distribution Main

Abandoned Main

Company Boundary

Reference:

Plot Date: 09/01/2023

Grid Reference: 483,307.9324 167,265.2069

Scale: 1:5,000

south east water

(Water Maps)
PO Box 105
Snodland, Kent
ME6 9DW
Telephone: 0333 000 0058
Email: water.maps@southeastwater.co.uk
Website: www.southeastwater.co.uk

This plan is based upon an Ordnance Survey map. © Crown Copyright and database rights 2020 Ordnance Survey License No. 100019560. The position of the water mains shown on this plan should not be relied upon as being precise. South East Water accept no responsibility in the event of inaccuracy. For further information about the contents of this plan please contact South East Water Ltd. This plan (or part) may not be reproduced in any form without the permission of South East Water Ltd.

Joe Shawyer
Groundwise Searches Ltd
Suite 8 Suite 6 Princess Caroline Hous
1 High Street
SOUTHEND-ON-SEA
SS1 1JE

Search address supplied 483257 167355
Site To The South West Of
Oakwood Climbing Centre
Waterloo Road
Bracknell
Wokingham
RG40 3DA

Your reference 32541

Our reference ALS/ALS Standard/2023_4769077

Search date 6 January 2023

Knowledge of features below the surface is essential for every development

The benefits of this knowledge not only include ensuring due diligence and avoiding risk, but also being able to ascertain the feasibility of any development.

Did you know that Thames Water Property Searches can also provide a variety of utility searches including a more comprehensive view of utility providers' assets (across up to 35-45 different providers), as well as more focused searches relating to specific major utility companies such as National Grid (gas and electric).

Contact us to find out more.



Thames Water Utilities Ltd
Property Searches, PO Box 3189, Slough SL1 4WW
DX 151280 Slough 13



searches@thameswater.co.uk
www.thameswater-propertysearches.co.uk



0800 009 4540

Search address supplied: 483257 167355, Site To The South West Of, Oakwood Climbing Centre, Waterloo Road, Bracknell, Wokingham, RG40 3DA

Dear Sir / Madam

An Asset Location Search is recommended when undertaking a site development. It is essential to obtain information on the size and location of clean water and sewerage assets to safeguard against expensive damage and allow cost-effective service design.

The following records were searched in compiling this report: - the map of public sewers & the map of waterworks. Thames Water Utilities Ltd (TWUL) holds all of these.

This search provides maps showing the position, size of Thames Water assets close to the proposed development and also manhole cover and invert levels, where available.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information. The replies contained in this letter are given following inspection of the public service records available to this company. No responsibility can be accepted for any error or omission in the replies.

You should be aware that the information contained on these plans is current only on the day that the plans are issued. The plans should only be used for the duration of the work that is being carried out at the present time. Under no circumstances should this data be copied or transmitted to parties other than those for whom the current work is being carried out.

Thames Water do update these service plans on a regular basis and failure to observe the above conditions could lead to damage arising to new or diverted services at a later date.

Contact Us

If you have any further queries regarding this enquiry please feel free to contact a member of the team on 0800 009 4540, or use the address below:

Thames Water Utilities Ltd
Property Searches
PO Box 3189
Slough
SL1 4WW

Email: searches@thameswater.co.uk

Web: www.thameswater-propertysearches.co.uk

Waste Water Services

Please provide a copy extract from the public sewer map.

The following quartiles have been printed as they fall within Thames' sewerage area:

SU8266NE
SU8267NE

Enclosed is a map showing the approximate lines of our sewers. Our plans do not show sewer connections from individual properties or any sewers not owned by Thames Water unless specifically annotated otherwise. Records such as "private" pipework are in some cases available from the Building Control Department of the relevant Local Authority.

Where the Local Authority does not hold such plans it might be advisable to consult the property deeds for the site or contact neighbouring landowners.

This report relates only to sewerage apparatus of Thames Water Utilities Ltd, it does not disclose details of cables and or communications equipment that may be running through or around such apparatus.

The sewer level information contained in this response represents all of the level data available in our existing records. Should you require any further Information, please refer to the relevant section within the 'Further Contacts' page found later in this document.

The following quartiles have not been printed as they contain no assets:

SU8267SE
SU8366NW
SU8367SW
SU8367NW
SU8366NE
SU8367SE
SU8367NE

For your guidance:

- The Company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Clean Water Services

Please provide a copy extract from the public water main map.

Following examination of our statutory maps, Thames Water has been unable to find any plans of water mains within this area. If you require a connection to the public water supply system, please write to:

New Connections / Diversions
Thames Water
Network Services Business Centre
Brentford
Middlesex
TW8 0EE

Tel: 0845 850 2777

Fax: 0207 713 3858

Email: developer.services@thameswater.co.uk

The following quartiles have not been printed as they are out of Thames' water catchment area. For details of the assets requested please contact the water company indicated below:

SU8266NE	South East
SU8267SE	South East
SU8267NE	South East
SU8366NW	South East
SU8367SW	South East
SU8367NW	South East
SU8366NE	South East
SU8367SE	South East
SU8367NE	South East

South East Water Ltd
Rocfort Road
Snodland
Kent
ME6 5AH

Tel: 0845 301 0845

Website: www.southeastwater.co.uk.

For your guidance:

- Assets other than vested water mains may be shown on the plan, for information only.
- If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the



likely length and route of any private water supply pipe connecting the property to the public water network.

Payment for this Search

An invoice is enclosed. Please send remittance to Thames Water Utilities Ltd., PO Box 3189, Slough, SL1 4WW.

Further contacts:

Waste Water queries

Should you require verification of the invert levels of public sewers, by site measurement, you will need to approach the relevant Thames Water Area Network Office for permission to lift the appropriate covers. This permission will usually involve you completing a TWOSA form. For further information please contact our Customer Centre on Tel: 0845 920 0800. Alternatively, a survey can be arranged, for a fee, through our Customer Centre on the above number.

If you have any questions regarding sewer connections, budget estimates, diversions, building over issues or any other questions regarding operational issues please direct them to our service desk. Which can be contacted by writing to:

Developer Services (Waste Water)
Thames Water
Clearwater Court
Vastern Road
Reading
RG1 8DB

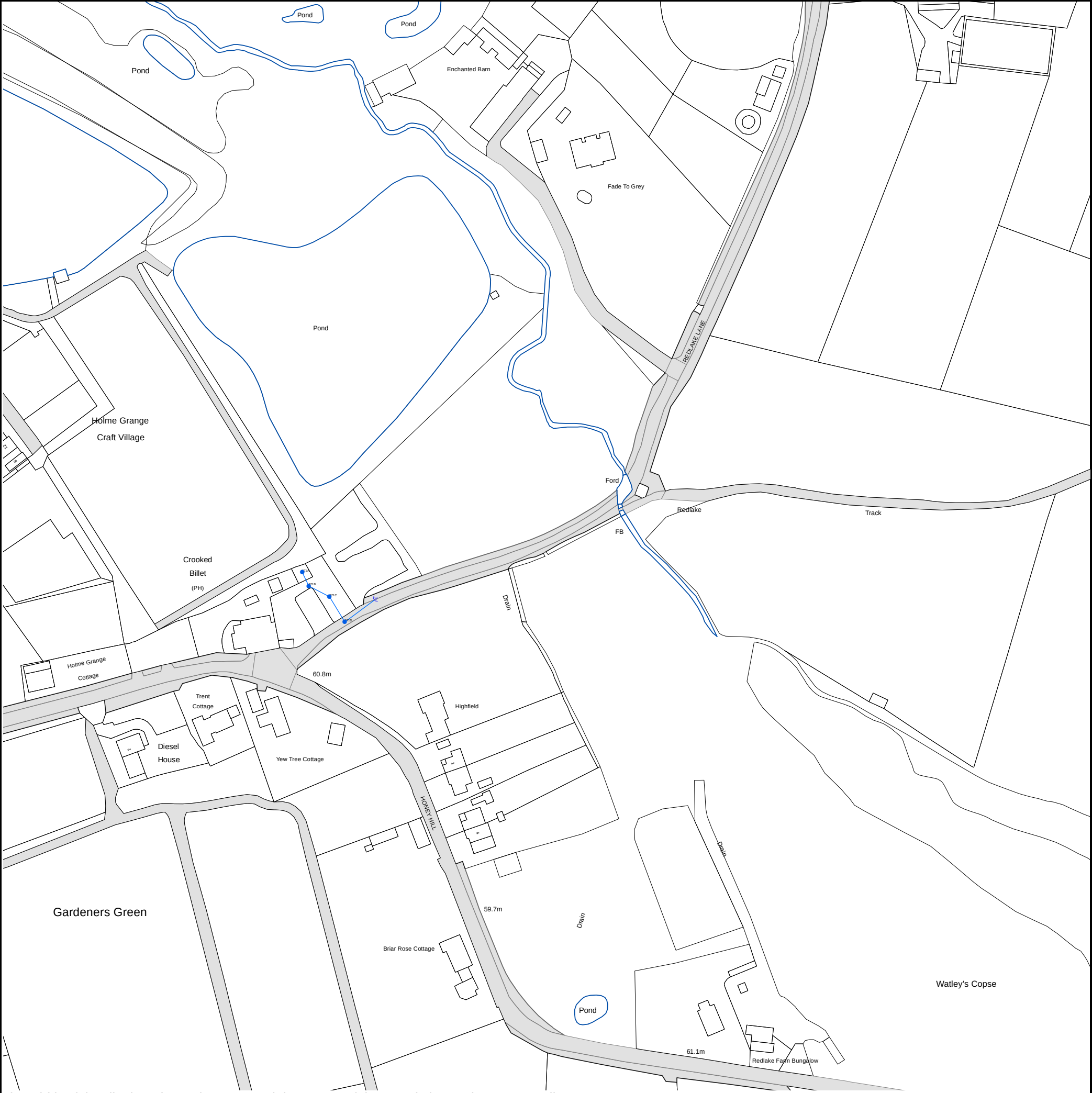
Tel: 0800 009 3921
Email: developer.services@thameswater.co.uk

Clean Water queries

Should you require any advice concerning clean water operational issues or clean water connections, please contact:

Developer Services (Clean Water)
Thames Water
Clearwater Court
Vastern Road
Reading
RG1 8DB

Tel: 0800 009 3921
Email: developer.services@thameswater.co.uk



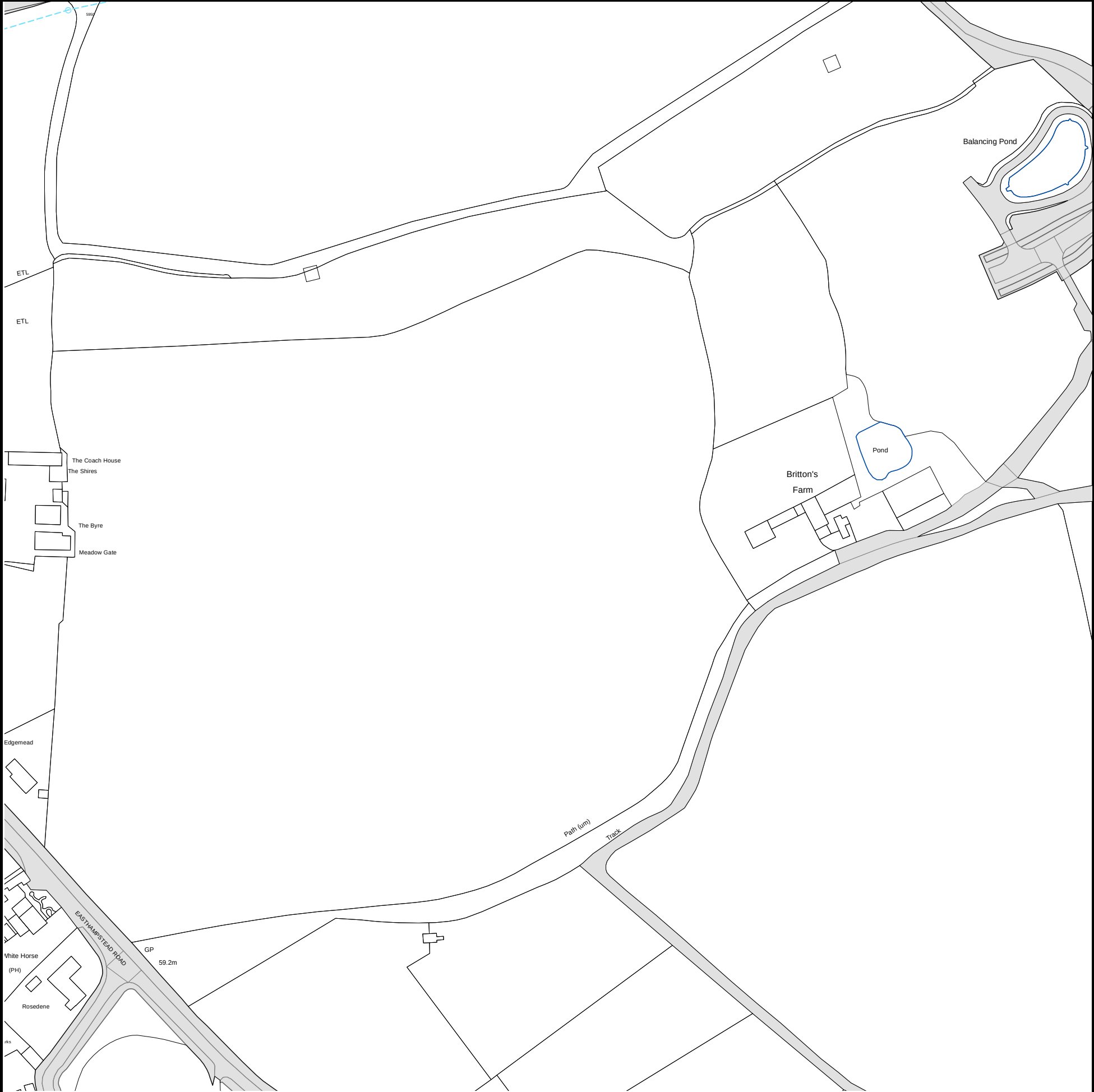
The width of the displayed area is 500m and the centre of the map is located at OS coordinates 482750,166750

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map (2020) with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates that no survey information is available

Manhole Reference	Manhole Cover Level	Manhole Invert Level
671D	n/a	n/a
671C	n/a	n/a
671B	n/a	n/a
671A	n/a	n/a
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.		



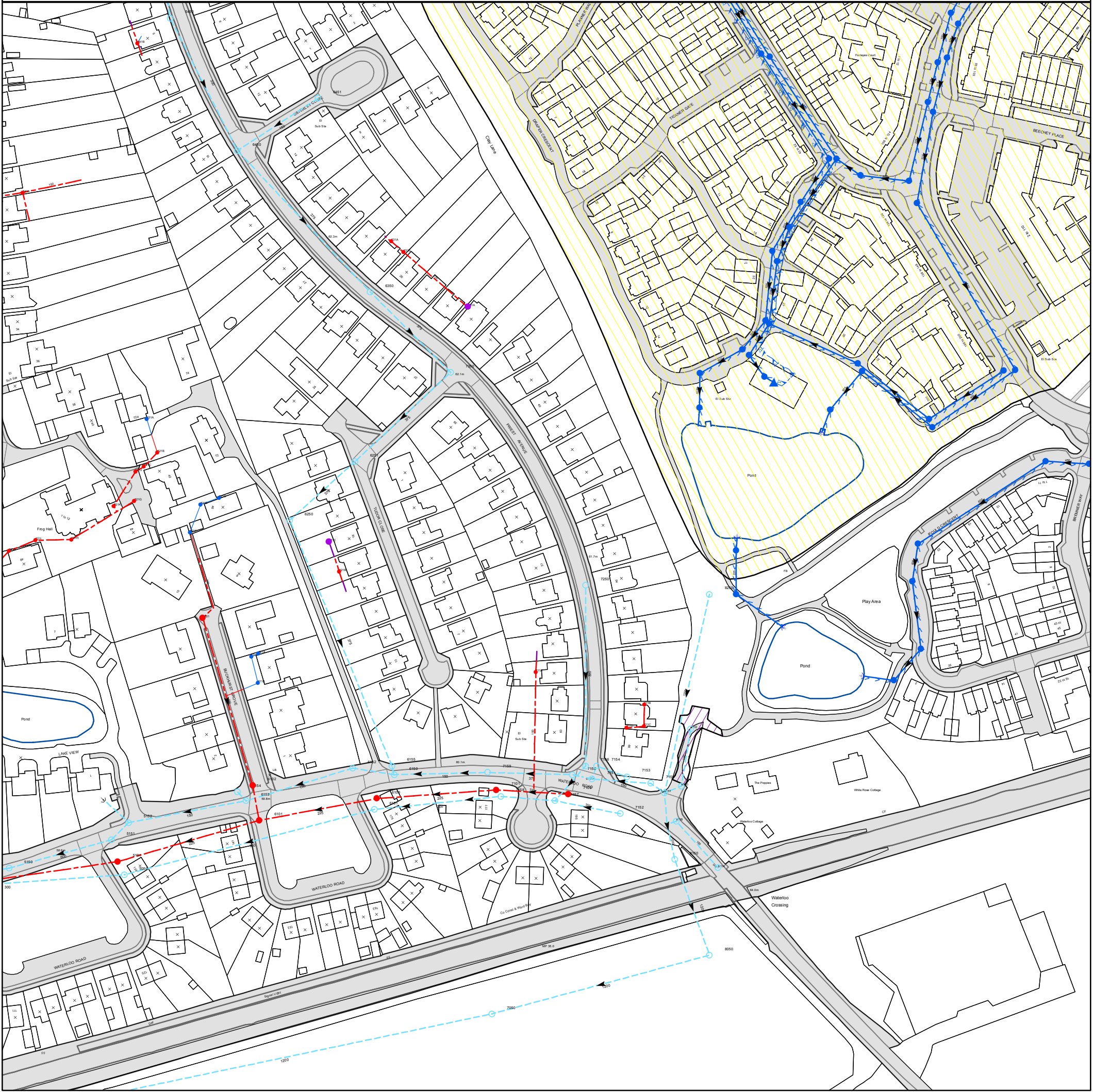
The width of the displayed area is 500m and the centre of the map is located at OS coordinates 482750,167750

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map (2020) with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates that no survey information is available

Manhole Reference	Manhole Cover Level	Manhole Invert Level
5950	72.54	n/a
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.		



The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified before any works are undertaken. Crown copyright Reserved

Scale: 1:1791
Width: 500m
Printed By: Krishna1
Print Date: 06/01/2023
Map Centre: 482750,168250
Grid Reference: SU8268SE

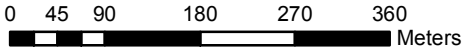
Comments:

ALS/ALS Standard/2023_4769077

NB: Level quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates no Survey information is available.

REFERENCE	COVER LEVEL	INVERT LEVEL
711A		
5450	62.13	60.58
7050	61.15	57.55
6250		
6151	60.28	58.3
6154	59.72	58.72
6251	61.6	59.95
7153	61.64	60.35
8150	62.17	59.12
5152	59.72	57.23
7155	60.99	57.97
6102	59.7	58.4
8050	61.5	58.62
7156	61.2	59.9
7151	61.17	58.77
5101	59.42	57.57
8151	62.03	59.45
6451	62.83	61.34
6155	60.05	59.14
521C		
521K		
521G		
6152	60	58.35
521B		
7157	61.13	58.93
521D		
521F		
711B		
541A		
621A		
541B		
811A	63.59	62.24
811B	62.74	60.79
631B		
621B		

REFERENCE	COVER LEVEL	INVERT LEVEL
7158	60.72	58.77
7159	60.43	57.69
7101	60.71	58.71
6350	62.38	60.25
6103	60.31	58.31
6450	62.11	60.43
7152	61.62	60.32
7350	62.13	60.07
5050	59.15	57.29
7102	61.15	58.9
6153	59.67	57.92
6101	59.8	58.03
8250		
7250	61.46	60.39
7154	61.22	60.02
7150	62.17	59.4
5151	58.92	56.4
5150	58.25	55.86
6150	60.02	57.2
521J		
521I		
521H		
521A		
531A		
5201	60.15	58.99
521E		
711D		
711C		
611A		
611B		
811D	61.88	60.6
811E	61.97	60.92
631A		
731A		
621C		



The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified before any works are undertaken. Crown copyright Reserved

Scale: 1:7161
Width: 2000m
Printed By: Krishna1
Print Date: 06/01/2023
Map Centre: 483236,167156
Grid Reference: SU8367SW

Comments:



Asset Location Search - Sewer Key

Public Sewer Types (Operated and maintained by Thames Water)

	Foul Sewer: A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
	Surface Water Sewer: A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
	Combined Sewer: A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
	Storm Sewer
	Sludge Sewer
	Foul Trunk Sewer
	Surface Trunk Sewer
	Combined Trunk Sewer
	Foul Rising Main
	Surface Water Rising Main
	Combined Rising Main
	Vacuum
	Thames Water Proposed
	Vent Pipe
	Gallery

Other Sewer Types (Not operated and maintained by Thames Water)

	Sewer		Culverted Watercourse
	Proposed		Decommissioned Sewer
	Content of this drainage network is currently unknown		Ownership of this drainage network is currently unknown

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plan are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate the direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.

Sewer Fittings

A feature in a sewer that does not affect the flow in the pipe. Example: a vent is a fitting as the function of a vent is to release excess gas.

	Air Valve		Meter
	Dam Chase		Vent
	Fitting		

Operational Controls

A feature in a sewer that changes or diverts the flow in the sewer. Example: A hydrobrake limits the flow passing downstream.

	Ancillary		Drop Pipe
	Control Valve		Weir

End Items

End symbols appear at the start or end of a sewer pipe. Examples: an Undefined End at the start of a sewer indicates that Thames Water has no knowledge of the position of the sewer upstream of that symbol. Outfall on a surface water sewer indicates that the pipe discharges into a stream or river.

	Inlet		Outfall
	Undefined End		

Other Symbols

Symbols used on maps which do not fall under other general categories.

	Change of Characteristic Indicator		Public / Private Pumping Station
	Invert Level		Summit

Areas

Lines denoting areas of underground surveys, etc.

	Agreement
	Chamber
	Operational Site

Ducts or Crossings

	Casement	Ducts may contain high voltage cables. Please check with Thames Water.
	Conduit Bridge	
	Subway	
	Tunnel	

5) 'na' or '0' on a manhole indicates that data is unavailable.

6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimeters. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology, please contact Property Searches on 0800 009 4540.

Terms and Conditions

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

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

A copy of Thames Water's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0800 316 9800

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

If the Goods or Services covered by this invoice falls under the regulation of the 1991 Water Industry Act, and you remain dissatisfied you can refer your complaint to Consumer Council for Water on 0121 345 1000 or write to them at Consumer Council for Water, 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 4AJ.

Ways to pay your bill

Credit Card	BACS Payment	Telephone Banking	Cheque
Call 0800 009 4540 quoting your invoice number starting CBA or ADS / OSS	Account number 90478703 Sort code 60-00-01 A remittance advice must be sent to: Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW. or email ps.billing@thameswater.co.uk	By calling your bank and quoting: Account number 90478703 Sort code 60-00-01 and your invoice number	Made payable to ' Thames Water Utilities Ltd ' Write your Thames Water account number on the back. Send to: Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW or by DX to 151280 Slough 13

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

GROUNDWISE

Groundwise Searches Ltd

Advice

1 Purpose of Utilities Report

The Utilities Report is intended to be for project planning and feasibility only. It is not suitable to be used for construction or excavation purposes. The existence of utilities on the plans does not imply that they are suitable in size, capacity, type or location for the project purpose. The Utility Companies should be contacted directly for clarification in this regard.

2 Compilation of the Utilities Report

The Utilities Report is a compilation of Utility Company record plans. These are obtained via application to the Utility Companies following a geographic search to determine which Companies are in a given area. The data is provided by the Utility Companies in a variety of formats including faxed plans, pdf files, digital drawing files and paper drawings. They are all converted to pdf files for inclusion in the report. The quality of the plans therefore varies. A quality assured process is followed for each report. This requires that it is checked at different stages during the process before being subjected to a final assessment prior to issue.

3 Limitations and Accuracy of the data

Each Utility Company has its own disclaimer statement in respect of the information they provide. They do not guarantee or provide a warranty for the data. The Utility Company disclaimers should be referred to when considering the accuracy and completeness of the data. Generally the plans provided are for guidance only and are not guaranteed to be up to date or to be a complete record of the Utility Company plant in a given area.

Some Utility Companies only show main utilities. Therefore service pipes or cables may not be shown on the plans but they may be present on the site.

Some Utility Companies state that the utilities may deviate from the route and position shown on the plans. Due to the time delay between installation of, or repair or upgrading of utilities and the subsequent updating of the Utility Companies plans, it should be noted that there could be utilities present that are not shown on the plans.

The exact position of the utilities should be verified by the use of suitable detecting devices and safe digging practices in accordance with HS(G)47. Further advice on the location of the utilities should be requested from the owner.

4 Completeness

Whilst every effort is made to locate all Utility Companies in a given area, due to the sensitive or restrictive nature of certain sites, the existence of redundant utilities, the emergence of new companies and the combining of, takeover or sale of existing Companies, we cannot guarantee to provide details on all utilities in a given area.

5 Date

Due to the Utility Companies plans being regularly changed and updated, the Utility Report is only valid at the time of production.



Groundwise Searches Limited

Suite 6, Princess Caroline House
1 High Street
Southend-on-Sea
Essex, SS1 1JE

Telephone 01702 615566
Email mail@groundwise.com
Website www.groundwise.com

Registered Office Address:
Matrix House, 12-16 Lionel Road
Canvey Island, Essex, England, SS8 9DE





Groundwise Searches Ltd Terms & Conditions

1. Definitions

"Client" means any company or other person or body placing an Order with Groundwise;

"Equipment" means pipes wires cables and other plant or equipment;

"Fee" means in relation to a Site of an area not exceeding the Standard Maximum Area the fee for carrying out a Search identified either on Groundwise website (where an Order is placed through the website) or on the Order Form where an Order is placed using an Order Form plus Value Added Tax and in relation to a Site of an area exceeding the Standard Maximum Area shall be such sum as shall be agreed between Groundwise and a Client plus Value Added Tax;

"Groundwise" means Groundwise Searches Limited;

"Order" means an order by a Client from Groundwise for the provision of a Search whether placed electronically through Groundwise's website or in paper form using an Order Form;

"Order Form" means Groundwise's current standard Utility Searches Order Form for placing an order for a Search in hard copy;

"Report" means a written report provided by Groundwise to a Client in response to an Order reflecting the results of Groundwise's enquiries of Utility Companies made on or before the date of the Report;

"Search" means making enquiries of the Utility Companies likely to have utilised or operated Equipment on a Site, as to the location of any Equipment on that Site following acceptance by Groundwise of an Order, and providing the Client with a Report;

"Site" means a site identified on a plan submitted with an Order which in relation to any Order placed electronically shall not exceed the Standard Maximum Area;

"Standard Maximum Area" means an area no greater than 15 hectares or of a length no greater than one kilometre and a width no greater than two hundred metres;

"Terms of an Order" means in the case of an Order placed electronically the information requested from a Client relating to a Site, the provisions relating to the method of payment, the information contained in or accessed through the tabs appearing on an Order Summary and all other applicable information contained in Groundwise's website and in the case of an Order placed in hard copy means the provisions of a completed Order Form.

2. Agreement

2.1 The Terms of an Order together with these Terms and Conditions constitute the terms of a contract ("Contract") between Groundwise and a Client for the carrying out of a Search.

2.2 A Contract shall come into effect when Groundwise notifies a Client that it has accepted an Order. Where such notification is by email it shall be deemed to have occurred as soon as Groundwise has sent the email to the Client, where such notification is by letter, upon the posting of the letter to the Client, or where there is a verbal acceptance when Groundwise verbally confirms acceptance of an Order to the Client.

3. Payment and Refunds

3.1 Other than in the case of Clients who have set up an account with Groundwise, when placing an Order a Client shall provide Groundwise with credit card details sufficient to enable Groundwise to debit that credit card with the Fee and by such notification and subject to accepting the relevant Order Groundwise is authorised to debit that credit card with the Fee.

3.2 In the case of Clients who have an account with Groundwise the Fee shall be paid within 30 days of the delivery of the Report.

3.3 Groundwise shall be entitled to terminate any account set up with it by a Client any time without notice and to require payment in accordance with paragraph 3.1.

3.4 Where a Client cancels an Order :

3.4.1 within three hours of that Order being accepted by Groundwise, Groundwise shall promptly refund the Fee paid plus Value Added Tax in full, or where no fee has been paid no fee shall be payable;

3.4.2 within three days but after the elapse of three hours of an Order being accepted by Groundwise, Groundwise shall promptly refund 50% of the Fee paid plus Value Added Tax or where no fee has been paid 50% of the fee plus Value Added Tax shall be payable and in either such case following such reimbursement or where no payment has been made upon making any payment due the relevant Contract shall terminate without further liability on the part of Groundwise or of the Client.

4. Limitation of Liability

4.1 Groundwise shall use its reasonable endeavours to provide a Search within the period referred to in the Order and shall not be liable for any delay arising because of any act omission or delay of any Utility Company.

4.2 Without limiting the liability of Groundwise in the case of death or personal injury Groundwise shall have no liability to a Client:

4.2.1 for the information contained in a Report to the extent that any errors or omissions reflect the errors or omissions of a Utility Company in providing or omitting to provide information to Groundwise and to the extent that that Utility Company has no liability to Groundwise in relation to the provision of such information, or the omission to provide relevant information;

4.2.2 in relation to any Report for loss or damage arising in relation to loss of profits, loss of business, loss of use, or any special indirect consequential or pure economic loss, costs, damages, charges or expenses and subject as earlier provided Groundwise's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation restitution or otherwise in relation to the performance or contemplated performance of the Services shall be limited £5,000,000.00.

4.2.3 In the absence of express written agreement to the contrary, Groundwise shall have no liability to any third party for any errors or omissions contained in or omitted from a Report.

5. Copyright

5.1 The copyright in the Report is the property of Groundwise and the Report may not be copied or reproduced in whole or in part nor communicated or divulged to any third party without the prior written consent of Groundwise save as set out below.

5.2 The Report may, without further charge, be made available to the owner of the Site at the date of the Report, their agents, consultants and professional advisors, any person who purchases the whole of the Site, any person who provides funding secured on the whole of the Site, and prospective buyers of the Site, and any of their respective agents, consultants and professional advisors. The Report may also be published on a local authority planning portal in relation to a proposed development of the site.

5.3 The provisions concerning liability in Clause 4 shall apply to any of the third parties mentioned above in the same manner as they do to the Client.

6. Data Protection

In processing any personal data received from a Client or potential Client, Groundwise will comply with its privacy policy a copy of which can be viewed at [address] on its website.

7. Force Majeure

Groundwise will have no liability to the Client if it is prevented from or delayed in performing its obligations under a Contract by acts events omissions or accidents beyond its reasonable control, including strikes, lock-outs and other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

8. Severance

8.1 If any provision or part of any provision in these terms and conditions or of any Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain force.

8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some of it were deleted that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8.3 The parties agree, in the circumstances referred to in paragraph 8.1 above to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, unenforceable or illegal provision.

9. Status of Pre-Contractual Statements

Each of the parties acknowledges and agrees that in entering into a Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of a Contract, provided that without prejudice to the generality of the foregoing, any revision to the Terms and Conditions agreed in writing by Groundwise and a Client or a potential Client (including any express written agreement relating to the assignment of copyright or licensing of all or part of the contents of a Report) shall apply to the Contract to which it has been agreed that it will apply.

10. Assignment

A Client shall not, without the prior written consent of Groundwise, assign transfer charge sub-contract or deal in any other matter with any of its rights under a Contract.

11. Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is not intended that the rights of either of the parties shall be contractually enforceable by any third party.

12. Governing Law and Jurisdiction

These terms and conditions and any Contract are governing by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or any Contract.

Transport
Development Planning
Sustainable
Deliver
Trusted
Enable
Site Appraisal
Hydrology
Highways
Civil Engineering
Successful
Travel Planning
Support
Drainage
Dynamic
Masterplanning
Flood Risk Assessment
Infrastructure Design

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