



# Utility Search Report (Telecoms & Cable)

**For the following location:**

Growing Concerns Garden Centre, 2 Wick Lane,  
Tower Hamlets, Greater London, E3 2NA

**Client:**

Caroline Walker

**Co-ordinates:**

536905.000,184116.200

**Reference:**

EMS00347/1953602

**Search Date:**

11/03/2015

Thank you for your Utility Search Report order. You have selected one of several report options developed to suit the specific needs of our different customers. The range comprises:

## Utility Essentials

The Utility Essentials report gives visibility of the 5 key services – Gas, Electric, Water, Sewage and British Telecom, supplied for areas of up to 25 hectares. The Essentials report is ideal for remote sites where only the main utilities providers are likely to be present or projects where the aim is merely to check the availability of the main utilities e.g. in the planning stages of a new development. All available information is collated and delivered as a single report in 5 working days with any outstanding information being delivered as soon as it is available.

## Utility Premium

The Utility Premium report provides comprehensive information about all services affecting your site, including: Gas and Oil Pipelines; mains Water and Sewerage; Telecoms and fibre-optic cables; and transportation networks. This report is ideal when comprehensive information is required for your site, ensuring you are managing your risk and avoiding expensive delays. Supplied for areas of up to 25 hectares, all available information is gathered, collated and supplied as a single report within 10 working days, with any outstanding information being delivered as soon as it is available. Please note, a search of Vtesse Networks Ltd is not included in this report. If you require a Vtesse Networks Ltd search this is available through our Utility Singles Telecoms report.

## Utility Fast-track

The Utility Fast-track report delivers all the information of a Premium report (Gas and Oil Pipelines; mains Water and Sewerage; Telecoms and fibre-optic cables; and transportation networks) but with all available supplier responses being collated in a report and delivered to you within 5 working days, with any outstanding information being delivered as soon as it is available. Please note, a search of Vtesse Networks Ltd is not included in this report. If you require a Vtesse Networks Ltd search this is available through our Utility Singles Telecoms report.

## Utility Singles

Our Utility Singles reports enable you to request data for a single utility type. You can order Gas, Water & Sewerage, Electricity or Telecoms as an individual search. This is a cost-effective way to obtain relevant information if you only need to check the availability/position of a particular utility in order to plan a new development or make changes to an existing development. Supplied for areas of up to 25 hectares\*, all available information is gathered, collated and supplied as a single report within 10 working days, with any outstanding information being delivered as soon as it is available.

\*Telecom report with Vtesse is limited to a maximum radius of 250m.

## UTILITY REPORT CONTENT & INFORMATION

### 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 user shall make further enquires and investigations to satisfy himself as to the adequacy of the plans and position of the utilities. 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.

### 6 Liability

For the reasons given in 1 – 5 above neither emapsite Ltd nor Technics Group Limited (trading name of Subtechnics Limited) can accept any liability for or offer any guarantees for the report or the content. No representation is made by either emapsite Ltd and/or Technics Group Limited as to the accuracy, completeness, sufficiency or otherwise of this report.

### 7 Copyright

The copyright of the Utilities Report remains with Technics Group Limited and may not be copied nor communicated using any method either in whole or in part without the prior written consent of Technics Group Limited.

### 8 Assignment

The Utility Report cannot be assigned to any other party without the prior written consent of Technics Group Limited.

## Terms and Conditions

The Terms and Conditions should be read in conjunction with the 'Report Content & Information' sheet. The content of the 'Report Content & Information' sheet forms part of the Terms and Conditions.

### 1. Disbursements

- 1.1. Several Utility Companies charge for either searching to determine if they have any plant or for providing plans. These charges are included in the cost of Utility Essentials, Utility Premium and Utility Fast-track Reports, and are not charged as extra. Utility Singles Reports do not include disbursement charges and these will be charged as extra to the client at cost. The client will be made aware of any applicable charges prior to finalisation of purchase.
- 1.2. The Utility Companies that make a charge or the charges themselves may be changed or updated without notification to the client.

### 2. Turnaround times

- 2.1. Whilst every effort is made to produce the reports as quickly as possible we are reliant on the Utility Companies to provide us with the plans and/or data. Depending on the product purchased, generally reports are completed within approximately 5 to 15 working days.
- 2.2. No guarantees can be made regarding the time taken to complete the report.

### 3. Limitation of Liability

- 3.1 Technics Group Ltd (trading name of Subtechnics Limited) and/or emapsite Ltd will make all reasonable endeavors to provide the Utility Report within the stated time period and shall not be liable for any delay arising because of any act, omission or delay of any Utility Company.
- 3.2 The Utility Companies have no liability to Technics Group Ltd and/or emapsite Ltd in relation to the provision of information, plans and/or data or the omission of or to provide such information, plans or data. Therefore Technics Group Ltd and/or emapsite Ltd shall have no liability to a Client for the information, plans and data contained in a Utilities Report.
- 3.3 Technics Group Ltd and/or emapsite Ltd shall have no liability in relation to any Utilities Report for loss or damage arising in relation to loss of profits, loss of business, loss of use, costs, damages, charges or expenses.

### 4. Cancellation Policy

- 4.1. We are unable to cancel the order once finalised.

### 5. Force Majeure

Technics Group Ltd and/or emapsite Ltd will have no liability to the Client if it is prevented from or delayed in performing its obligations in connection with producing the Utilities Report by any act, event, omission, accident or incident beyond its reasonable control. These include but are not limited to:- any form of industrial dispute, strike or lock-out, breakdown or failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, incident, breakdown of plant, machinery or electronic system, fire or flood.

### 6. Governing Law

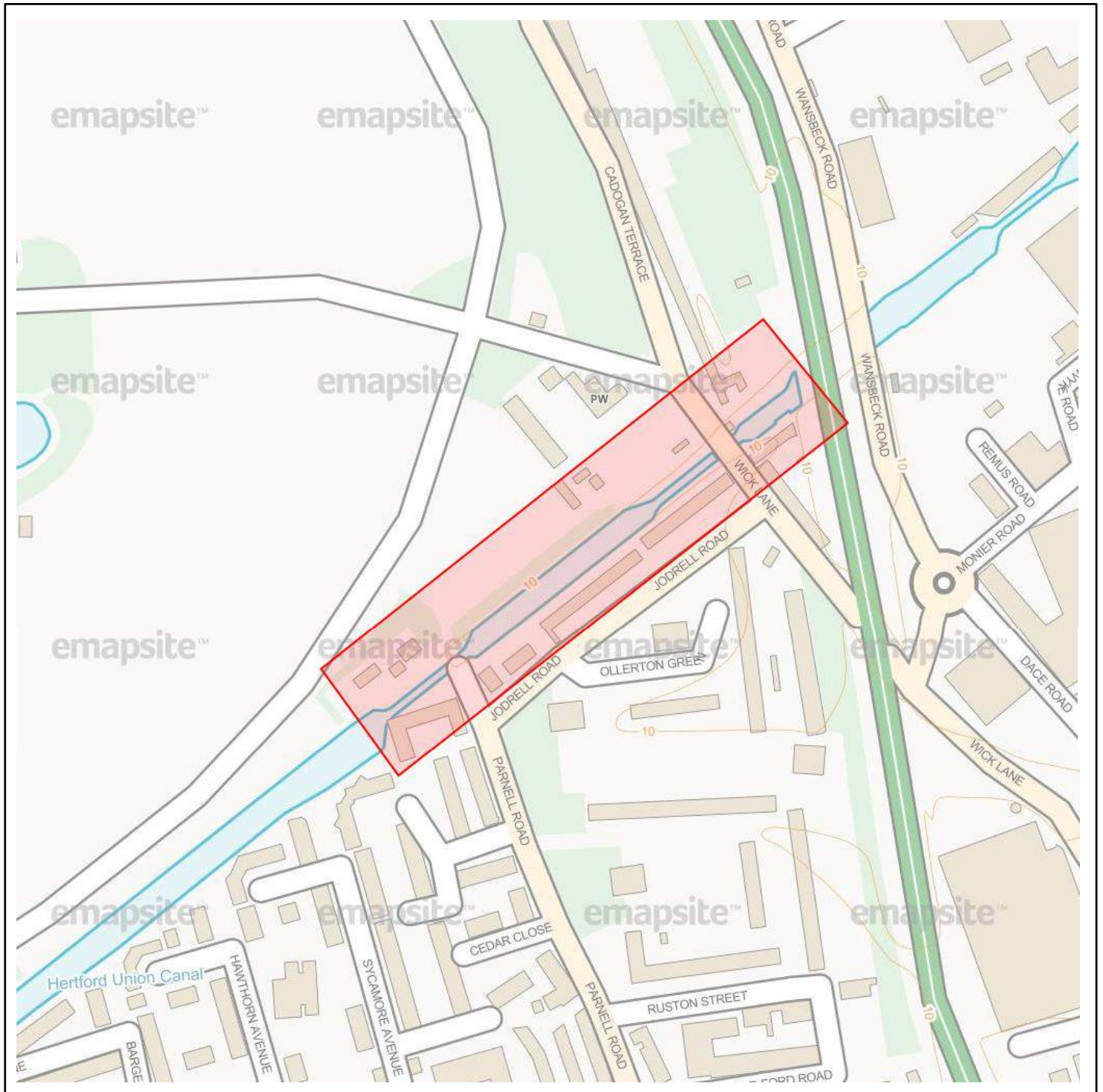
The Governing Law and Jurisdiction of these Terms and Conditions, any Contract or Agreement are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions, any Contract or Agreement.

Our Ref

GRS00347/GS-1953602

Grid Reference

OSGB: 536905.000,184116.200



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The representation of a road, track or path is no evidence of a right of way.

The representation of features as lines is no evidence of a property boundary.

## Utility Company Underground Services Results Schedule

Your Ref                    1953602

Our Ref:                    EMS00347

Address:                    Growing Concerns Garden Centre, 2 Wick Lane

Grid Reference:            536905.000,184116.200

Post code:                E3 2NA

Author:                    Stephen Sawyer

Search Date:              11/03/2015

Utility Company	Responses	Outcome
Telecoms/Cable		
Zayo Europe	3	Affected
Atkins Global	1	Not Affected
Easynet	1	Affected
Gamma Telecom Limited	1	Not Affected
Telent	2	Affected
Instalcom	1	Not Affected
Interoute	1	Not Affected
KCOM	1	Not Affected
McNicholas	2	Affected
Verizon	1	Not Affected
Virgin Media	2	Affected
Radio and Freeview Transmitters	2	Not Affected
BT	1	Affected

**Telecoms/Cable**





Mr Stephen Sawyer  
Technics Group  
Technics House Merrow Business Park  
Guildford Surrey  
GU4 7WA

Date: 24/03/2015

Our Reference: 6601423  
Your Reference: EMS00347

Dear Mr Stephen Sawyer,

#### **ZAYO GROUP UK LTD AFFECTED C2 PRELIMINARY PLANT ENQUIRY**

We acknowledge with thanks your request dated 24/03/2015 09:19:29 AM for information on the location of our services.

Please find enclosed plan(s) showing the approximate position of our apparatus known to be in the vicinity of this site.

We confirm we have reviewed your proposed plan, and have enclosed maps of the area in which Zayo Group UK Ltd have apparatus.

Please note these maps indicate approximate location only and their accuracy cannot be guaranteed. To determine the exact location a trial hole must be dug using extreme caution and hand dig methods only. Please refer to the attached document "Guide to Excavation within the vicinity of Zayo Apparatus".

If you would like a Supervisor on site to mark the trench, or to supervise works around the apparatus, please call 5 days in advance to schedule a site meeting. Please note this maybe chargeable.

Please forward all C3 and C4 Diversionary Estimate requests for diversionary works under the New Roads and Street Works Act 1991 "Measures necessary where apparatus is affected by Major Works (Diversionary Works), A Code of Practice", to

Please do not hesitate to contact us for further assistance.

Regards,

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Date Requested: 24/03/2015

Requested by: Stephen Sawyer

Company: Technics Group

Job Reference: 6601423

Your Scheme/Reference: EMS00347

 ZAYO DUCT  
 or  ZAYO CHAMBER  
 Dig Sites: Line  Area   
 Scale on A4 paper: 1:1000



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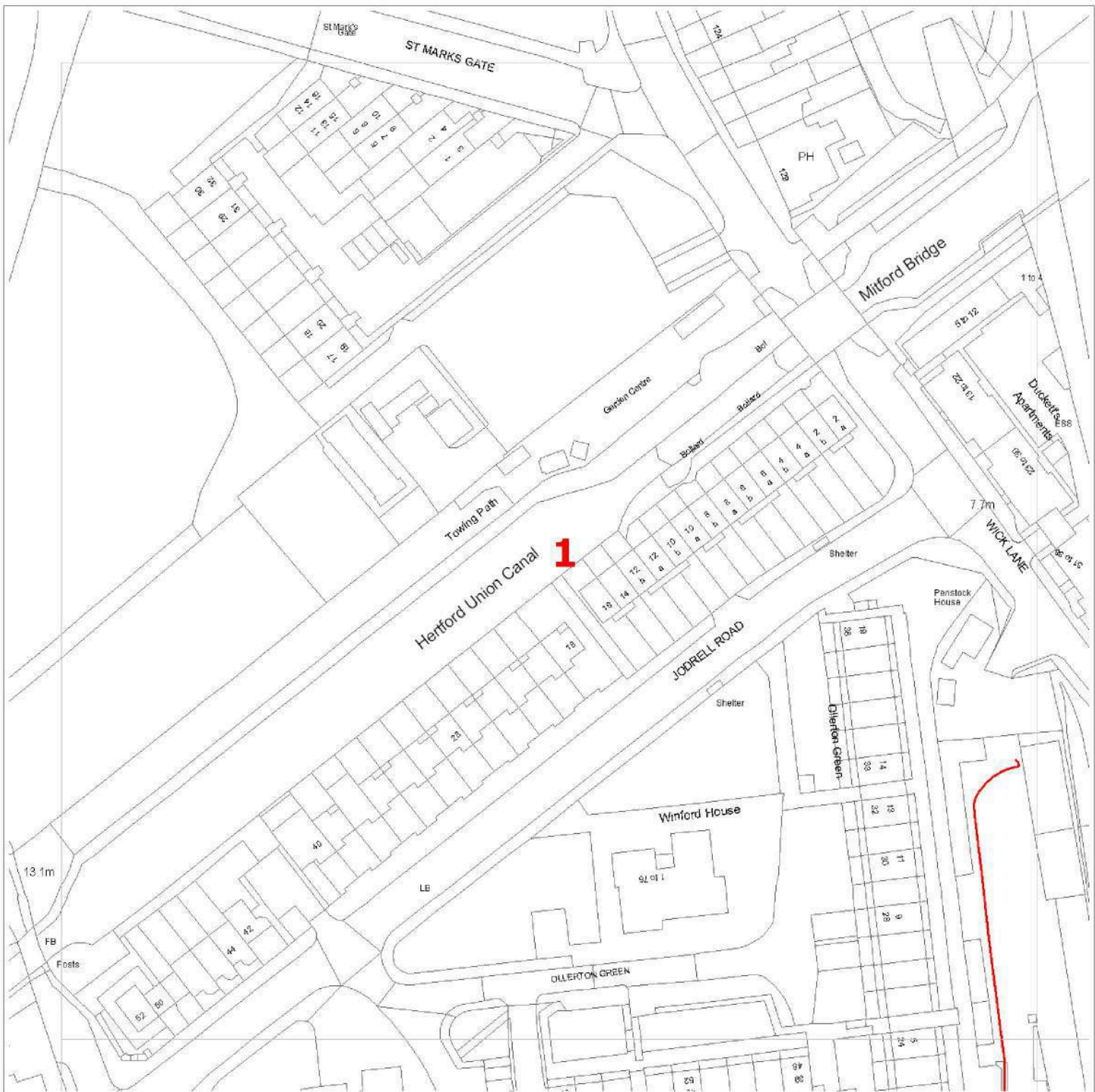
Protecting Lives, Cables & Pipes

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In Emergency Only and if Zayo Plant or Cables damaged call: 0800 169 1646

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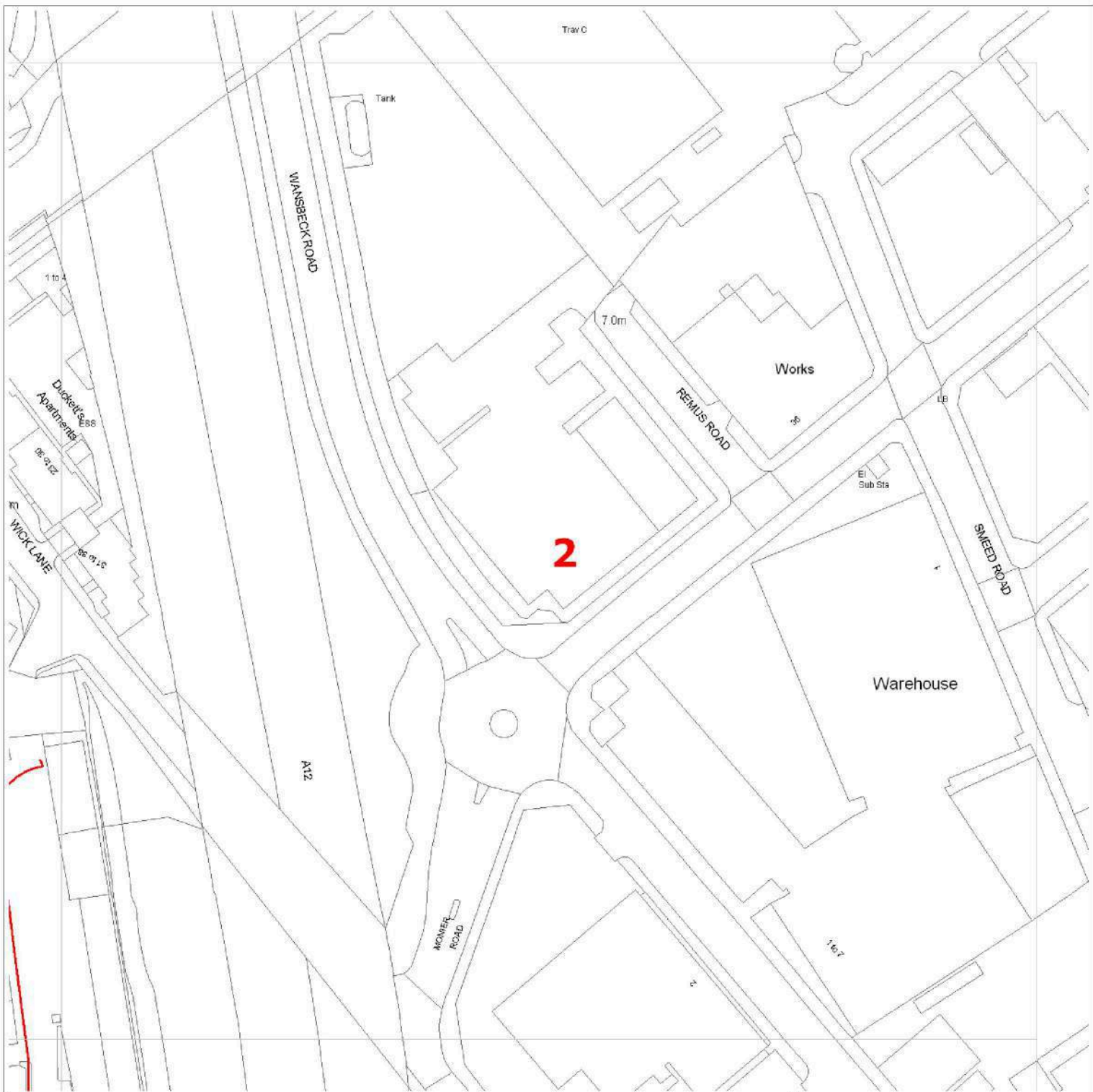
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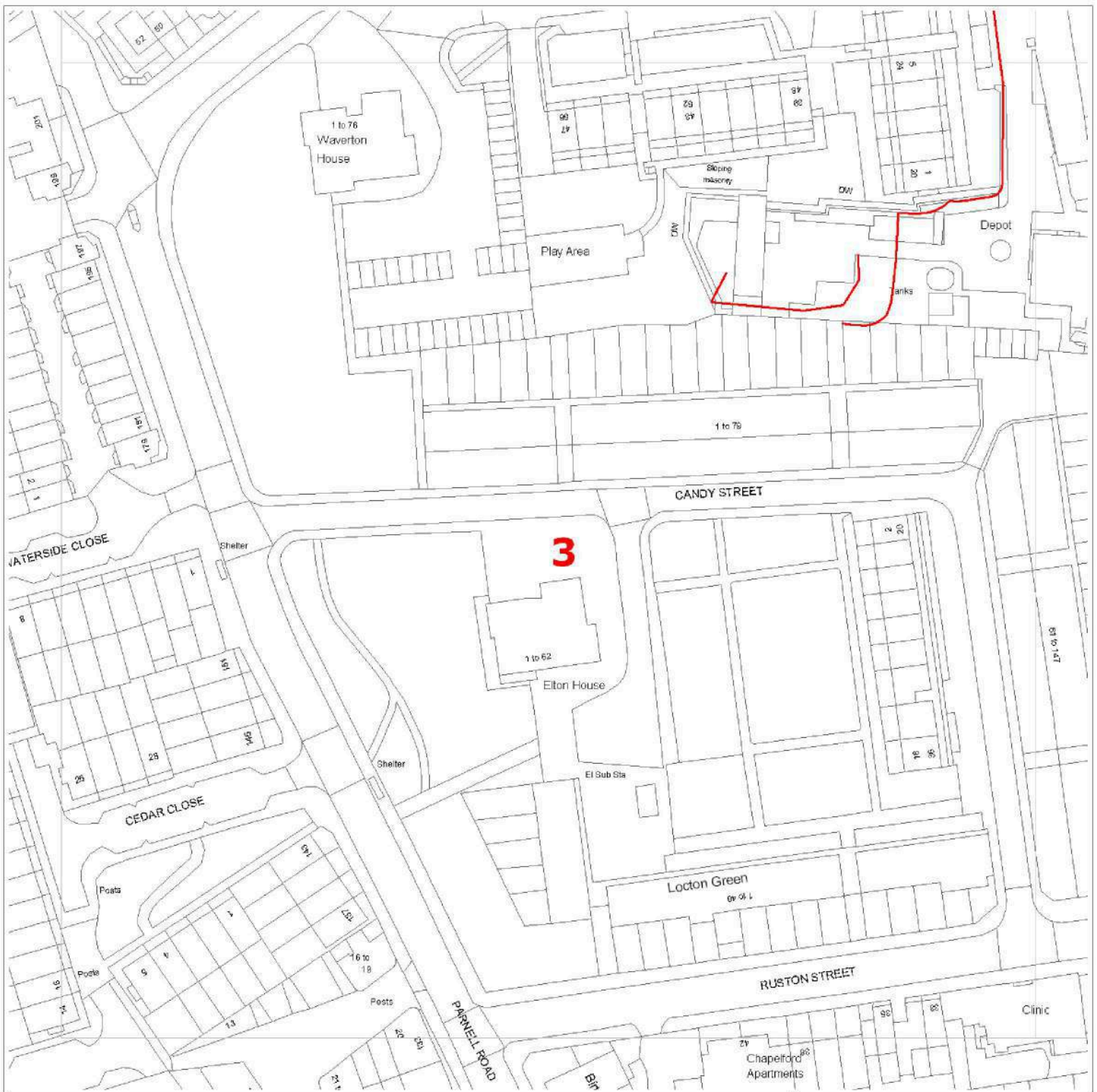
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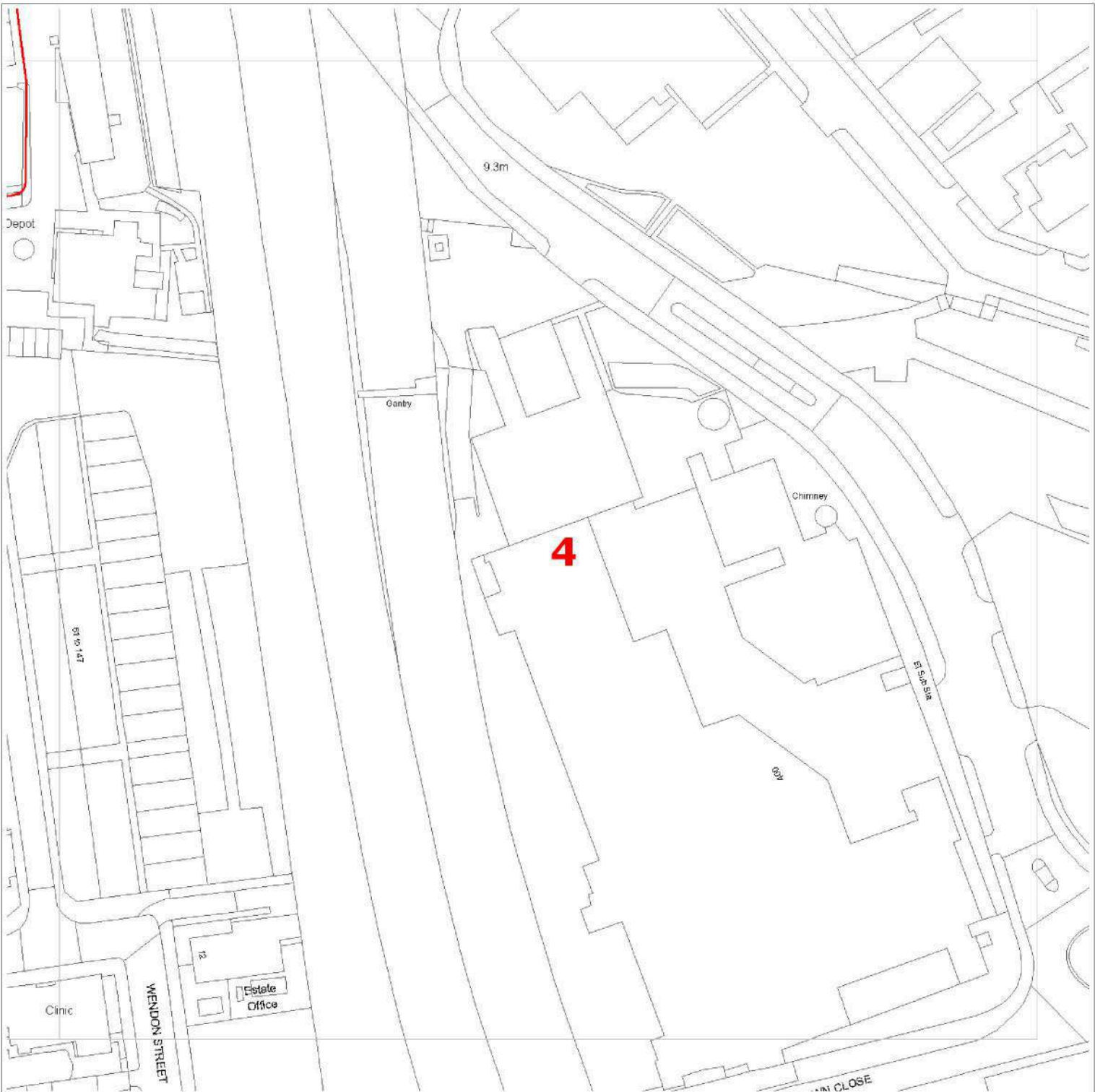
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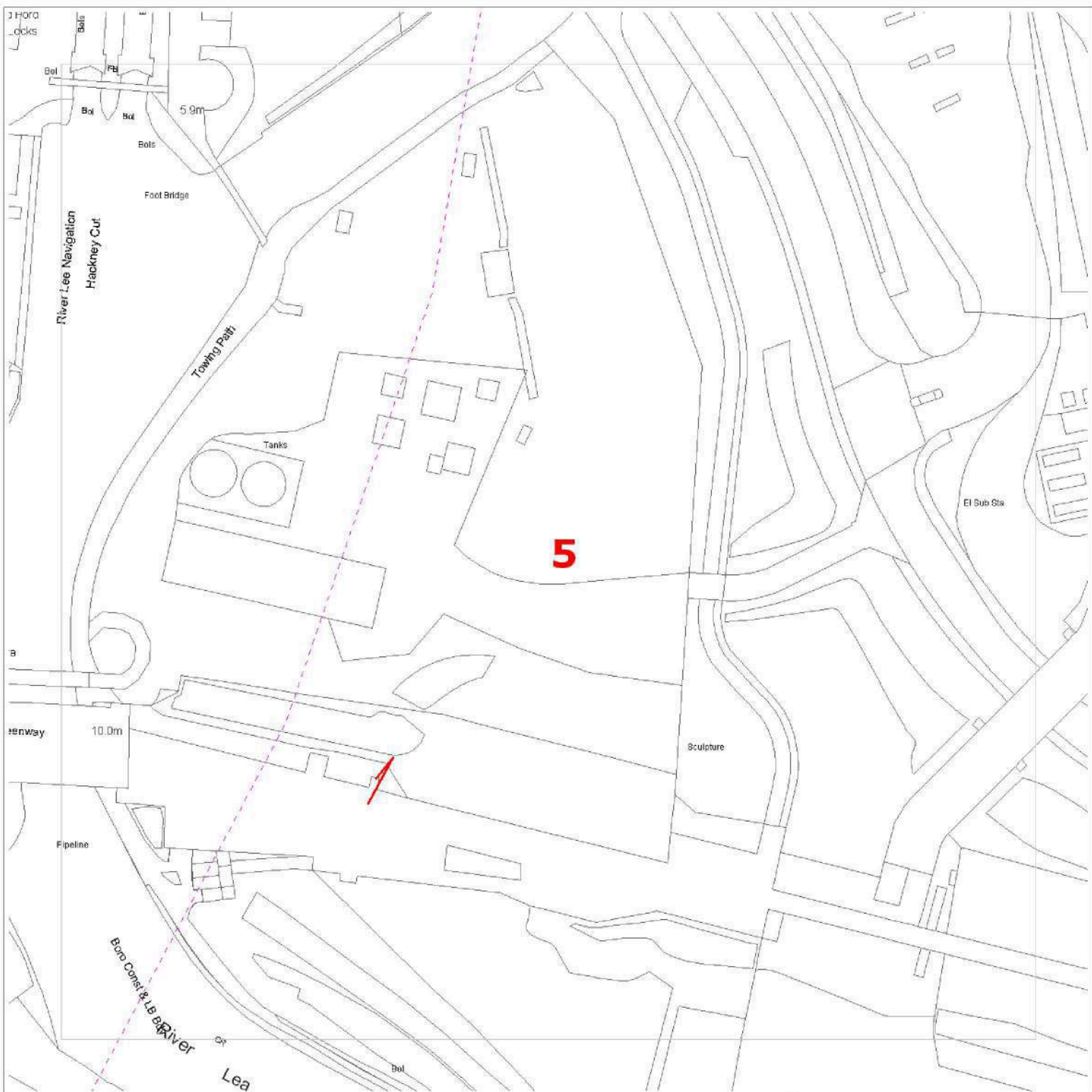
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## GUIDE TO CONTRACTORS UNDERTAKING EXCAVATIONS IN THE VICINITY OF ZAYO PLANT

1. Prior to commencing any work or moving heavy plant or equipment over any portion of the site, the Contractor shall confirm details of the location of the Zayo apparatus by contacting and requesting utility drawings from LinesearchbeforeUdig

All Enquirers should register free of charge for the Zayo plant enquiry service at

Or follow the direct link to register at

If you have any queries or wish to speak to a member of the JSM Plant Protection Team please call

**The accuracy of information on the plans cannot be guaranteed and no liability can be accepted for errors or omissions.**

2. Where the utility drawings show that the works or the movement of plant or equipment may endanger the Zayo Apparatus the Contractor must mark out the location of the Zayo Apparatus and ensure the apparatus is adequately protected from damage.
3. The contractor should note that damage to Zayo's Fibre-optic network is extremely disruptive and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Zayo's apparatus for the completion of the work.
4. When excavating, moving or backfilling around Zayo's apparatus The Contractor should note that the normal depth of cover for Zayo ducts are as follows:
  - Carriageway        600mm
  - Footway            350mm
  - Verge                350mm
5. With regard to excavation in the vicinity of Zayo's apparatus the Contractor should be aware of the possibility of reduced cover and the possibility of encountering Zayo apparatus at depths of cover less than that given above.
6. All excavation adjacent to Zayo apparatus is to be carried out by hand until the exact extent and/or location of the Zayo apparatus is known. Use spades and shovels in preference to other tools.



7. Do NOT use Mechanical borers and/or excavators within 0.5m of Zayo Apparatus.
8. To prevent any movement of Zayo apparatus during excavations, complete shuttering shall be used if:
  - The excavation is deeper than the depth of cover of the adjacent Zayo apparatus.
  - The excavation is within 1.0m of Zayo apparatus in stable ground.
  - The excavation is within 5.0m of Zayo apparatus in unstable ground.
9. If for the completion of the works the Contractor intends using any of the following:
  - Pile driving equipment within 10.0m of Company Apparatus.
  - Explosives within 20.0m of Company Apparatus.

Then the Contractor shall advise the Zayo Plant Protection Centre giving a minimum 10 working days written notice.

10. All Zayo manhole, joint box and /or other access points and chambers within the site shall be kept clear and unobstructed at all times to allow access by Zayo and /or their Contractor to carryout maintenance on the network. The Contractor should particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or demolished and rebuilt by Zayo where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the site.
11. The covers to Zayo chambers and/or apparatus shall only be lifted by means of appropriate manhole keys under the direct supervision of a Zayo Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any Zayo chamber and/or apparatus unless under the supervision of a Zayo Representative.
12. In the event of any damage whatsoever to Zayo apparatus, the Contractor shall immediately report the incidence to Zayo by contacting Zayo as follows:

**Damage to Communications Plant is Expensive – Please Take Care**

Please note these basic safety details are explained in detail in the HSE booklet HS(G)47 – Avoiding Danger from Underground Services.

## Utility Reports

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**From:**  
**Sent:**  
**To:**  
**Subject:**

**This response is made only in respect to electronic communications apparatus forming part of the Vodafone: Fixed electronic communications network formerly being part of the electronic communications networks of Cable & Wireless UK, Energis Communications Limited, Thus Group Holdings Plc and Your Communications Limited.**

Please accept this email as confirmation that Vodafone: Fixed **does not** have apparatus within the vicinity of your proposed works detailed below.

Many thanks.

ATKINS working on behalf of Vodafone



### **PLEASE NOTE:**

**The information given is indicative only. No warranty is made as to its accuracy. This information must not be solely relied upon in the event of excavation or other works carried out in the vicinity of Vodafone plant. No liability of any kind whatsoever is accepted by Vodafone, its servants, or agents, for any error or omission in respect of information contained on this information. The actual position of underground services must be verified and established on site before any mechanical plant is used. Authorities and contractors will be held liable for the full cost of repairs to Vodafone's apparatus and all claims made against them by Third parties as a result of any interference or damage.**

**Diversions may be necessary if the existing line of the highway/railway or its levels are altered, where apparatus is affected. Where apparatus is affected and requires diversion, you must submit draft details of the proposed scheme with a request for a 'C3 Budget Estimate' to [redacted]. These estimates should be provided normally within 20 working days from receipt of your request. Please include proof of this C2 response when requesting a C3 (using the 'forward' option).**



Stephen Sawyer  
Technics Group  
Technics House  
Merrow Business Park  
Guildford  
GU4 7WA

Date	Our Reference	Your Reference
25 March 2015	PEA-15-03-0232	EMS00347

Dear Sir or Madam:

**RE: Growing Concerns Garden Centre 2 Wick Lane Tower Hamlets E3 2NA  
E536905 184116,N0**

Further to your recent enquiry at the location above, the following BSKYB route(s) are affected:  
**Telewest owned network on Wick Lane please contact them directly for plans**

Although the above BSKYB route(s) are affected, Telewest are responsible for the maintenance or diversion of the affected route as BSKYB only lease Fibre or Duct from them. For further information or detailed plans for this area, please contact their Enquiry Team.

You may be able to contact Telewest (now owned by Virgin Media), by email:

Please be aware that this information may no longer be valid and we do not have any further contact details for this company. Please visit their company website for more information.

Yours sincerely

NRSWA Department  
**Network Infrastructure**  
**Sky Network Services**

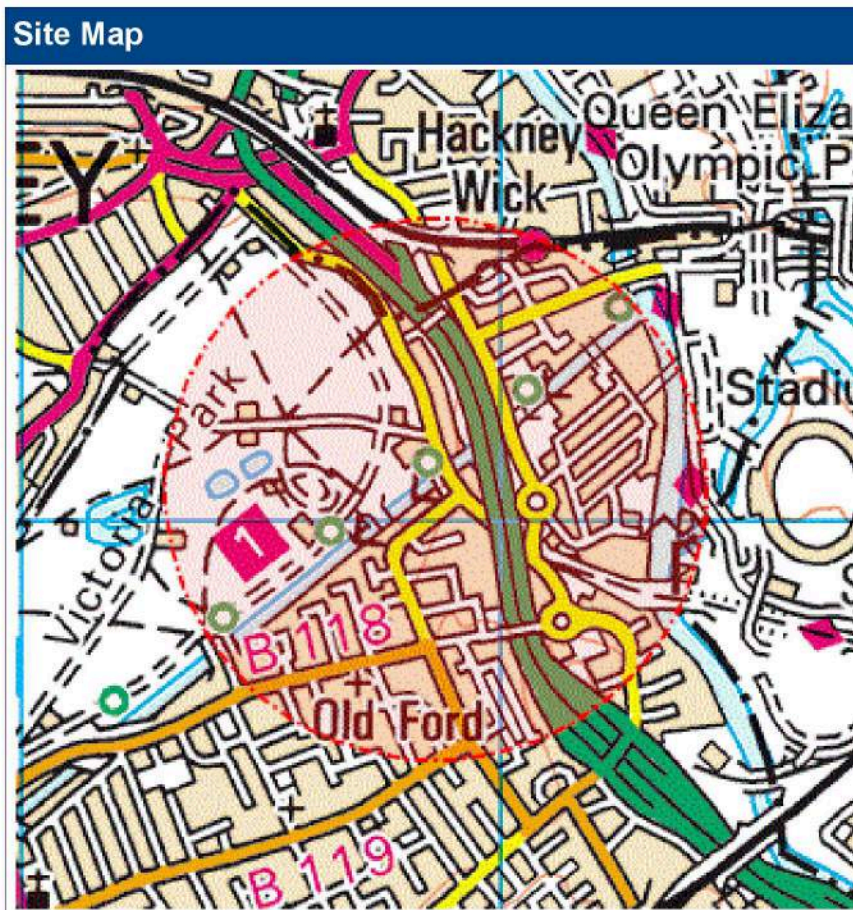
**Enquirer**

Name	Mr Stephen Sawyer	Phone	01483230080
Company	Technics Group	Mobile	Not Supplied
		Fax	Not Supplied
Address	Technics House Merrow Business Park Guildford Surrey GU4 7WA		
Email	utility.reports@technicsgroup.com		
Notes	Please ensure your contact details are correct and up to date on the system in case the Asset Owners need to contact you. Where Asset Owners charge for plans they have been requested to send you a quote before proceeding.		

**Enquiry Details**

Scheme/Reference	EMS00347		
Enquiry type	Initial Enquiry	Work category	Development Projects
Start date	30/04/2015	Work type	Commercial/industrial
End date	30/04/2015	Site size	1125 metres diameter
Searched location	XY= 536905, 184116 Easting/Northing	Work type buffer*	25 metres
Confirmed location	536865 184067		

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



## Asset Owners

Subject always to our standard terms and conditions, this enquiry result is valid for 28 days only from the date of enquiry and is based on the confirmed information you entered. If the location of the work changes then a further enquiry must be made. Should the work not be undertaken within 28 days of the enquiry then a further enquiry must be made.

Where applicable listed below are those registered Asset Owners who have been notified, those to whom you need to send further information and those who have no apparatus within your search area. In addition your response will include other non-registered Asset Owners contact details who have NOT been notified, which may be of interest to you.

Please be aware that the lists below are not exhaustive and that not all Asset Owners are registered with this service. In particular please note that the LineSearchbeforeUdig system only contains information on National Grid's Gas above 2 bar asset and all National Grid Electricity Transmission asset. For National Grid Gas below 2 bar asset information please go to [www.beforeudig.nationalgrid.com](http://www.beforeudig.nationalgrid.com)

**If you are required to email additional info please note that we need the following: Site contact name and number, Location plan, Detailed plan (minimum scale 1:2500), Cross sectional drawings (if available), Work Specification.**

Asset Owners who DO have assets near your proposed work site.

In the Zone of Interest			
Asset Owner	Phone/Email	Emergency Only	Status
ESP Utilities Group			Notified
National Grid Gas (above 2 bar) and National Grid Electricity Transmission			Notified
Zayo Group UK Ltd c/o JSM Group Ltd			Notified

LineSearchbeforeUdig Asset Owners who DO NOT have assets in the immediate vicinity of your proposed work site.

Not in the Zone of Interest		
AWE Pipeline	Gamma	Perenco UK Limited (Purbeck Southampton Pipeline)
BOC Limited (A Member of the Linde Group)	Government Pipelines & Storage System	Phillips 66
BP Midstream Pipelines	Humbly Grove Energy	Premier Transmission Ltd (SNIP)
BPA	HV Cables	RWEnpower (Little Barford and South Haven)
Centrica Energy	IGas Energy	SABIC UK Petrochemicals
Centrica Storage Ltd	Ineos Enterprises Limited	Scottish Power Generation
ConocoPhillips (UK) Ltd	INEOS Manufacturing (Scotland and TSEP)	Seabank Power Ltd
Coryton Energy Co Ltd (Gas Pipeline)	Lark Energy	Shell Pipelines
CSP Fibre c/o Centara	Lightsource SPV Limited	Spiecapag UK Limited (Carrington)
EirGrid	Mainline Pipelines Limited	Total (Finaline, Colnbrook & Colwick Pipelines)
Electricity North West Limited	Manchester Jetline Limited	Transmission Capital
E-on UK Plc (Gas Pipelines Only)	Marchwood Power Ltd (Gas Pipeline)	Vattenfall
ESSAR	Northumbrian Water Group	Western Power Distribution
Esso Petroleum Company Limited	NPower CHP Pipelines	Wingas Storage UK Ltd
FibreSpeed Limited	Oikos Storage Limited	

Date 13/03/2015  
Our Ref LPENQ0000067284

Dear Sir/Madam,

**Teliasonera Line Plant Enquiry**

Thank you for your correspondence enclosing details of your proposals as per your reference below:

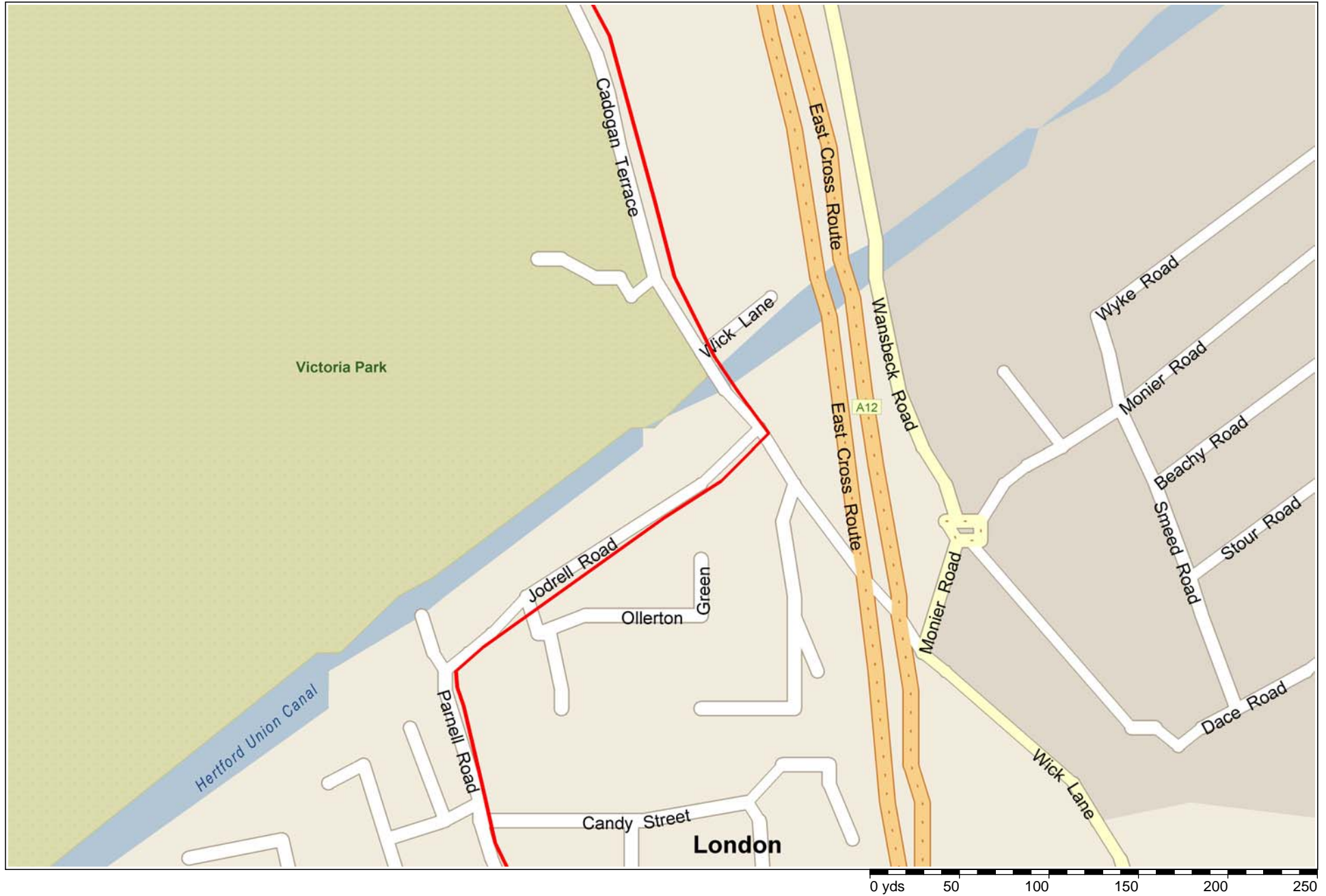
**EMS00347 Site at Growing Concerns Garden Centre, Wick Lane**

We can confirm that our client's apparatus, Teliasonera, may be affected by your proposals as indicated on the attached plan. The plan provided is intended for general guidance only and should not be relied upon for excavation and construction purposes. No guarantee is given regarding the accuracy of the information provided.

For all C3 and C4 requests please respond to our Plant Enquiries e-mail

Yours faithfully

Telent CCO





CIVILS AND CABLING INSTALLATION SPECIALIST

17 March 2015

Dear Sir or Madam,

**Your Ref: EMS00347 Growing Concerns Garden Centre, 2, Wick Lane, E3 2NA**  
**Our Ref: E03-15-2940**

With reference to your enquiry regarding the above noted location, I can confirm that LEVEL 3, GLOBAL CROSSING (UK) LTD, GLOBAL CROSSING PEC FIBERNET UK LTD and FIBRESPAN LTD networks **DO NOT** have any apparatus within the immediate proximity of your proposed works.

Instalcom responds to plant enquiries for LEVEL 3, GLOBAL CROSSING (UK) LTD, GLOBAL CROSSING PEC and FIBERNET UK LTD simultaneously and therefore you only need send one copy of a plant enquiry to cover all of these companies. If you would like to query the location further, please email us accordingly and we can arrange an in depth survey, which will be charged at a cost. As we are moving towards a fully electronic database we urge our customers to request plant enquiries by email which will result in a higher level of service, please forward future plant enquiries to

If you require any further information, please do not hesitate to contact me.



Certificate Number 7604  
ISO 9001  
ISO 14001  
OHSAS 18001

DIRECTORS: T.G. & T.J. O'Connor, J.T. McVeigh, D.J. Dix, P.M. Alderton.  
INSTALCOM LIMITED REGISTERED IN ENGLAND No. 3421543



Part of OCU Group



**This response does not include Vtesse plant, please continue to use Vtesse details for their enquiries**

To whom it may concern

Thank you for your enquiry regarding the above proposals at the above location

*We would advise that we are unaware of any Interoute plant or services in this Location as indicated in your enquiry.*

*We bring to your attention the fact that whilst we try to ensure the information we provide is accurate, the information is provided Without Prejudice and Interoute and its Agents accept no liability for claims arising from any inaccuracy, omissions or errors contained in this response.*

**All responses are only valid for 28 days**

Yours faithfully

**PLANCAST Plant Enquiry Department**

Save Paper - Do you really need to print this email? This email and any attachments are or may be confidential and legally privileged and are sent solely for the attention of the addressee(s). If you have received this email in error, please delete it from your system: it's use, disclosure or copying is unauthorised. Statements and opinions expressed in this email may not represent those of PLANCAST. Any representations or commitments in this email are subject to contract.

Registered in England and Wales with number 4455025 VAT No. 8567 195 80

**From:** utility.reports@emapsite.com [mailto:utility.reports@emapsite.com]

**Sent:** 11 March 2015 10:26

**To:** Interoute Enquiries

**Subject:** Plant Location Request EMS00347 Site at GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, N/A, N/A, E3 2NA

**RE: GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, N/A, N/A, E3 2NA**

**Location: OSGB: 536905.000,184116.200**

**Our Reference: GRS00347**

Our Company is currently undertaking a utility survey of the site indicated by the co-ordinates detailed above and the attached plan/map.

**NON AFFECTED PLANT ENQUIRY  
SEARCH RETURN NOTIFICATION**

**Kingston Planner:** JS  
**Our Search Ref:** 177025  
**Your Ref:** EMS00347  
**Undertaker Name:** Technics Group  
**Location:** GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, N/A, N/A, E3  
2NA

**With regards to your request for details of existing services in the search area supplied, we can confirm that based on the details provided to us, we have no buried plant or equipment in the identified area.**

**This is valid for 3 months from the date of receipt of this email. If any further information is required, please call or email our group email address -**



*F.A.O. Whom It May Concern*

*Our Ref: MCN/PE/TATA/A1471/14*

Date: 18 March 2015

*Your Ref: EMS00347*

Dear Sir/Madam,

Thank you for your enquiry for the above reference. We can confirm that **TATA Communications** do have live Fibre Optic Cables at, or nearby, the above location and enclose the relevant drawings showing the approximate location of the apparatus. This information is given as a general guide only and its accuracy cannot be guaranteed.

If your proposed works are likely to affect or expose the TATA Communications apparatus in any way please contact our Works Control Department at the above address, to discuss any plant protection / diversionary measures that may be required, as per the Code of Practice = Measures necessary where apparatus is affected by Major Works (Diversionary Works) Code of Practice NRSWA 1991.

We would remind you that to avoid damage to any apparatus you should always identify its exact position on site, by using hand-digging methods only and that mechanical excavators or borers should never be used within **600mm** of any TATA Communications apparatus.

If we can be of any further assistance please do not hesitate to contact us.

Regards,

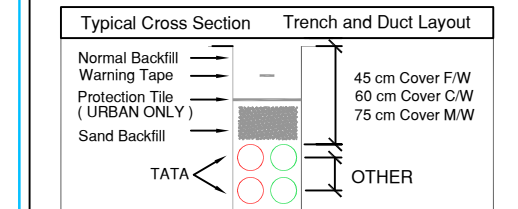
**Plant Enquiry Team**



1	09/10/01	AS-BUILT DRG
Iss	Date	Details

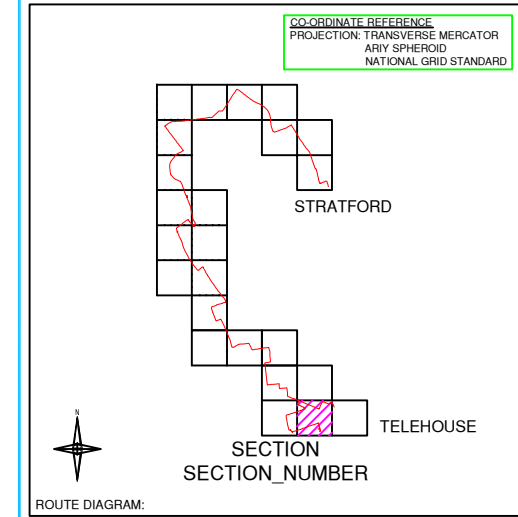
THIS DRAWING OR ITS CONTENTS MUST NOT BE REPRODUCED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION. IT IS TO BE USED ONLY FOR THE PURPOSE FOR WHICH IT IS INTENDED.

KEY:	BOX IDENTIFIER	SECTION IDENTIFIER
PULL BOX		Sec. --00
SPLICE BOX		C/C = 400.00m
EXISTING BOX		4W



FW6 = FOOTWAY PULL BOX  
 FW11 = FOOTWAY SPLICE BOX  
 CW11 = CARRIAGEWAY SPLICE BOX  
 CW12 = CARRIAGEWAY PULL BOX

CAUTIONARY NOTE: EVERY EFFORT HAS BEEN MADE TO ACCURATELY POSITION THE LOCATION OF UNDERGROUND DUCTS AND CHAMBERS. THE ACTUAL POSITION OF DUCTS AND CHAMBERS MUST BE VERIFIED AND ESTABLISHED ON SITE, BEFORE ANY MECHANICAL PLANT IS USED.



PROJECT: TGN NETWORK

CLIENT: TATA COMMUNICATIONS

THIS PLAN IS REPRODUCED FROM (OR BASED ON) THE ORDNANCE SURVEY MAP, WITH THE SANCTION OF THE H.M STATIONERY OFFICE. CROWN COPYRIGHT RESERVED

O/S Ref:	DRAWN BY	VERSION	SCALE
-	GT	AS-BUILT	1:1250
	APPROVED BY		DATE
	JP		18/3/15
DRG. NUMBER			ISSUE
MCN/PE/TATA/A1471/15			1

Dear Sir/Madam

Verizon is a licensed Statutory Undertaker.

We have reviewed your plans and have determined that Verizon (Formally known as MCI WorldCom, MFS) has no apparatus in the areas concerned.

If you have any further queries please do not hesitate to call.

Yours faithfully

Plant Protection Officer (AW)

**From:** utility.reports@emapsite.com [mailto:utility.reports@emapsite.com]

**Sent:** 11 March 2015 10:26

**To:** UK OSP-Team

**Subject:** Plant Location Request EMS00347 Site at GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, N/A, N/A, E3 2NA

**RE: GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, N/A, N/A, E3 2NA**

**Location: OSGB: 536905.000,184116.200**

**Our Reference: EMS00347**

Our Company is currently undertaking a utility survey of the site indicated by the co-ordinates detailed above and the attached plan/map.

As part of this survey we are required to indicate positions and descriptions of all main statutory services and wayleaves on site and in the adjoining roads where applicable.

We therefore request that you supply us with relevant plan information at your earliest convenience.

Thanking you in advance of your co-operation.

Yours faithfully

Katarina Malikova  
Utility Report Administrator

**For and on behalf of Technics Group**

Please visit our new website [www.technicsgroup.com](http://www.technicsgroup.com)

T: 01483 230 080

E: [utility.reports@technicsgroup.com](mailto:utility.reports@technicsgroup.com)

Technics Group is the trading name of Sitechnics Limited & Subtechnics Limited  
Subtechnics Limited Registered in England No. 3668620 Sitechnics Limited Registered in England No. 3236243



Technics Group  
Technics House,  
Merrow Business Park,  
Guildford,  
GU4 7WA

Plant Enquiry Ref: VM.114552  
Letter Date 16.03.15  
Your Ref: EMS00347  
Date: 24.03.15

Dear Sir/Madam,

Enquiry Location

GROWING CONCERNS GARDEN CENTRE, 2, WICK LANE, E3 2NA

Thank you for your enquiry regarding work at the above location.

I enclose a copy of our above referenced drawing, marked to show the approximate position of plant owned and operated by Virgin Media.

You will be aware that you have a duty to ensure that no damage results to this equipment as a result of your proposed works. Please note that this apparatus may contain Fibre Optic, Coaxial and/or 240v Power Cables and as such, special care must be taken when excavating this area.

**Should you require Virgin Media apparatus to be diverted to accommodate your works and require a detailed estimate, please send a cheque to the value of £720.00 (Bus) / £240.00 (Res) Inc VAT to:**

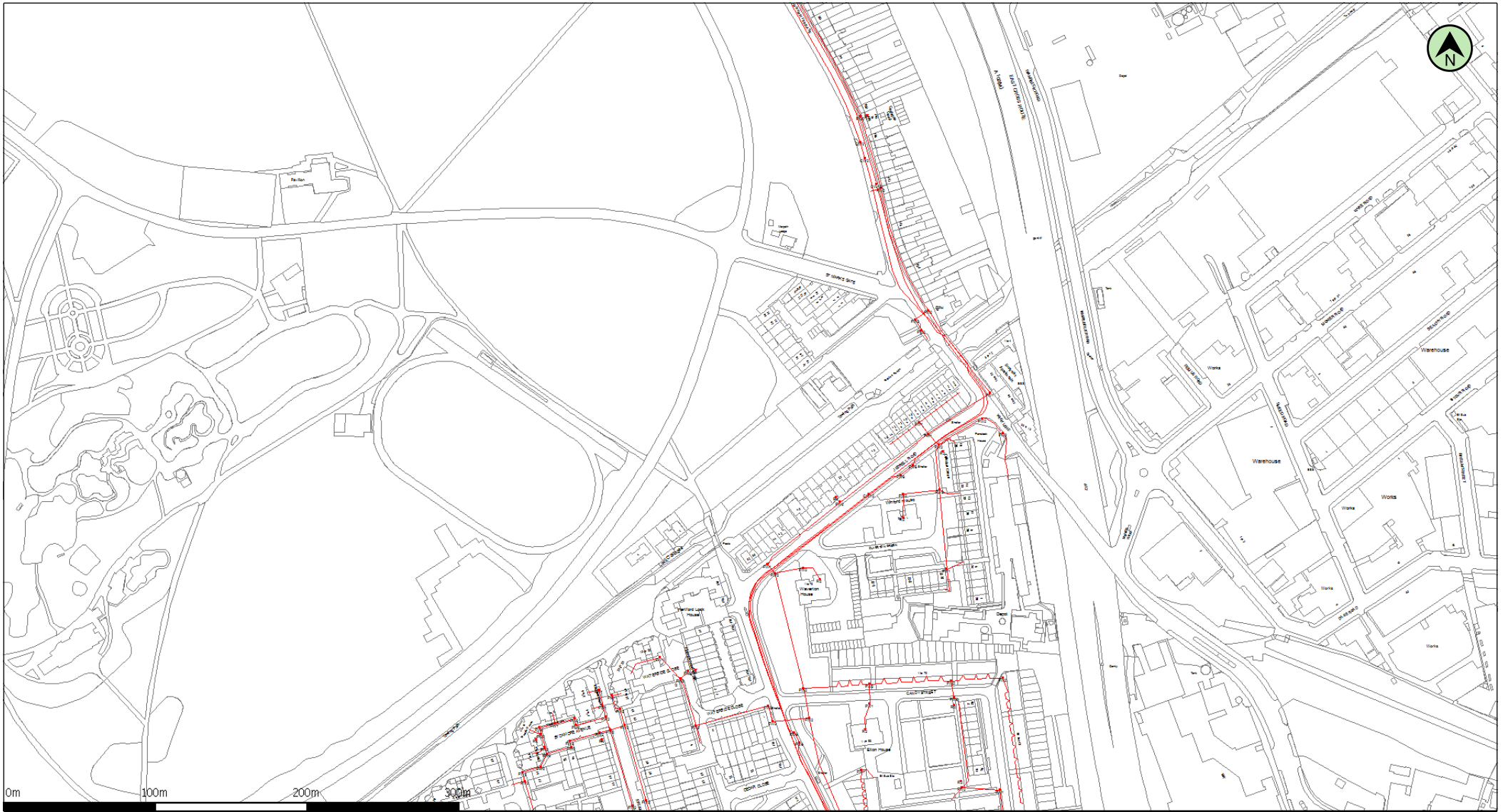
Or Call the Diversionary Team on:

**Should your request be in relation to a new development and you require an estimate to be prepared for Virgin Media to service your proposed development, please submit this request for costs along with site drawings (scale 1:500) to the New Build Team also at the above address.**

Yours faithfully

National Plant Enquiries Team

**Please note: National Plant Enquiries are now able to accept all major cards with the exception of American Express for credit/debit card payments. If you wish to use this facility please contact us at the above telephone number. Please note: National Plant Enquiries Team (Bradford) cover and respond to plant enquiries for all ex ntl:Telewest franchise areas.**



(c) Crown Copyright and database rights 2011 Ordnance Survey 100019209

Date: 24/03/15

Scale: 1:3557

Map Centre: 536787,184077

Data updated: 22/02/15

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 from Ordnance Survey © Crown Copyright 100019209

Duct, Trench



Chamber



Cabinet




# Full service Freeview transmitters

The map below shows the Full Freeview transmitters include the commercial multiplexes and therefore provide all the channels. Those shown with a red icon have fault or engineering information. Please click to see the coverage area, and double click for more information.



## What do the map symbols mean?

 Freeview transmitter.



# Map of all FM, MW and LW transmitters

You can click on a transmitter group symbol to see all the masts in that county or area, or click on a single transmitter to see the coverage area. Due to the large number of radio transmitters, many have been grouped into counties or administrative areas for ease of viewing.

## Showing transmitters in Greater London, England

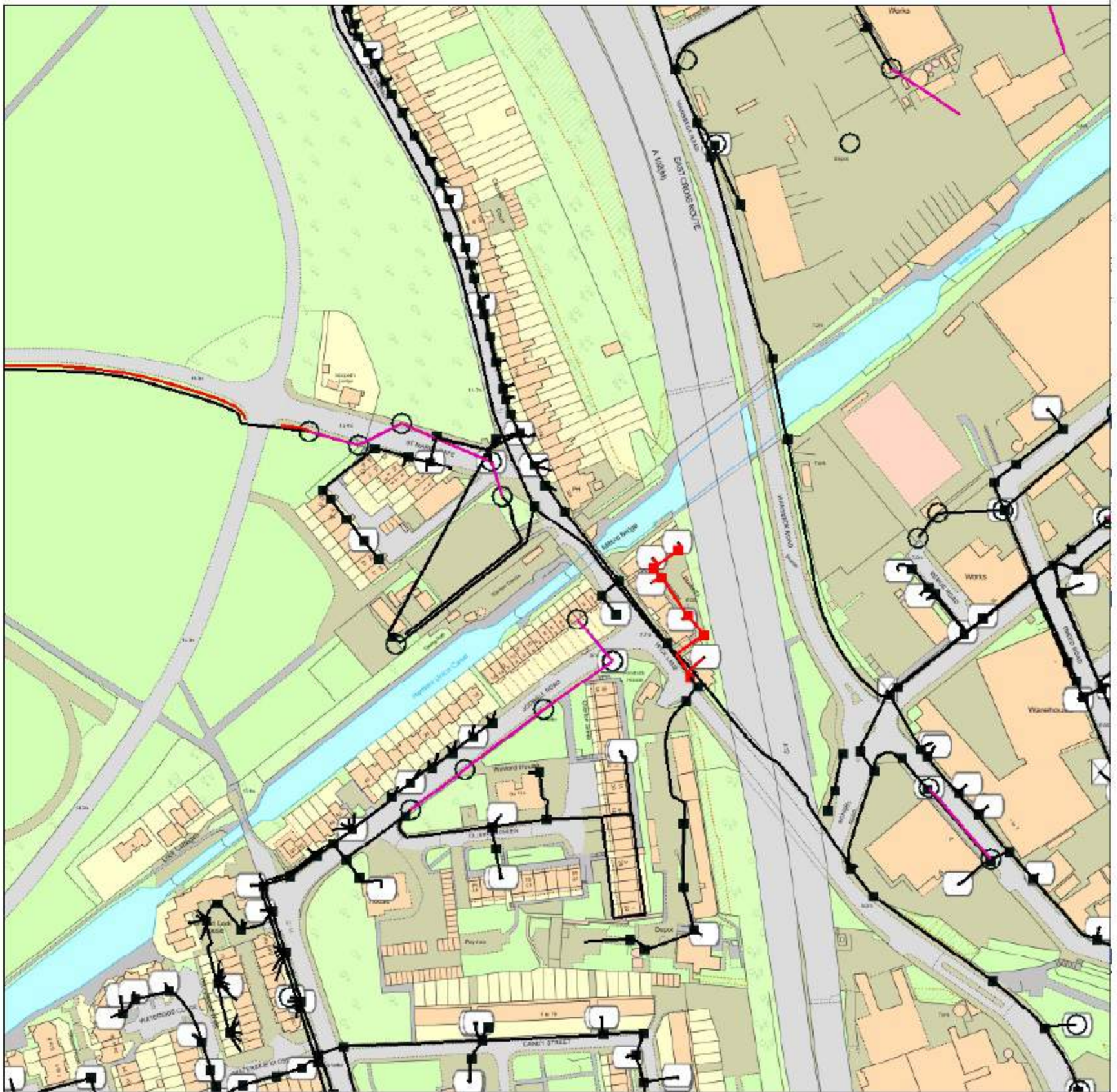
Transmitters that are in areas that border Greater London, England are shown with a grey background.



## What do the map symbols mean?

 FM/AM radio mast,  FM/AM radio mast (out of area).

# Maps by email Plant Information Reply



## IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy.

It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.

## KEY TO BT SYMBOLS

	UNDERGROUND PLANT		POLE
	OVERHEAD PLANT		CABINET
	JOINT BOX		BURIED JOINT
	DISTRIBUTION POINT		JOINTING POST
	MANHOLE		PROPOSED U/G
	DP BOUNDARY		PROPOSED O/H
	OTHER BT BOUNDARY		PROPOSED BOX

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 the time of preparation.

Reproduced from the Ordnance Survey map by BT by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office  
(C) Crown Copyright British Telecommunications plc 100028040

**openreach**  
a BT Group business



BT Ref : ISE09314F

Map Reference : (centre) TQ3690584116

Easting/Northing : (centre) 536905,184116

Issued : 24/03/2015 09:32:06

**FOOTNOTE: WARNING IT IS ESSENTIAL THAT YOU CONTACT NATIONAL NETWORK HANDLING CENTRE BY EMAIL BEFORE PROCEEDING WITH ANY WORK IN THE HATCHED AREA**

## END USER LICENCE AGREEMENT

### 1 Introduction

By accessing this DATA the End User agrees to abide by the Terms and Conditions of Licence contained herein.

### 2 Definitions

- **LICENSOR** – emapsite.com Limited (Registered Number 3931726: MASDAR House, 1 Reading Road, Eversley, Hants RG27 0RP) who have been licensed to market the Intellectual Property Rights of others under these terms.
- **RESELLER** – Groundsure Limited and/or their own channel partners
- **END USER** – the person, organisation or company who is accessing the DATA, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due to the Reseller in consideration for such Licence, and is identified as the person, organisation or company given on the corresponding invoice for this product from the Reseller.
- **DATA** - means the Products licensed and made available to the End User by the Licensor as a series of data sets which together provide indicative maps showing the underground assets of Utility Providers for England, Wales and Scotland and compiled by Subtechnics Limited.

### 3 Grant of licence

The licence granted to the End User is personal, revocable, non-exclusive and non-transferable, limited to Internal Use (as defined in clause 5 below) as the only Permitted Use by the End User and is for a period as specified in the corresponding order invoice from the Reseller. Save as expressly authorised to vary in accordance with clause 5 below, the End User shall be prohibited from:

- modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the DATA, or any part of thereof, except to the extent permitted by law;
- using the DATA in any manner for the creation of products or services for Distribution;
- using DATA otherwise than for Internal Use;
- assigning or dealing with in any way its rights under the End User Contract;
- putting, or allowing the DATA (or any Derived Data) to be put on any free, open or public access website; and
- distributing or granting licences of the DATA (in whatever form) or material derived from DATA (including interrogating DATA), save as expressly varied by relevant part of clause 5 below.

### 4 Intellectual Property and Copyright

4.1 The End User must acknowledge and agree that all Intellectual Property Rights in the DATA are the absolute property of the Utility Providers (or where relevant Subtechnics Limited or the licensor). Material which is derived, developed or copied from DATA shall be deemed assigned to the relevant Utility Provider as legal and beneficial owner at creation, except as provided in this paragraph. However, where that material is created by End User under relevant Permitted Use by End User authorised by Licensor in accordance with the Agreement, the Intellectual Property in that material shall belong to the End User.

4.2 Copyright statements must be used with DATA as follows:

© Utility Provider (named as applicable) and Subtechnics Limited

### 5 Permitted use

5.1 PERMITTED USE BY END USER SHALL BE LIMITED TO INTERNAL USE. COMMERCIAL USE SHALL BE PROHIBITED. The meanings of such phrases are set out below.

5.2 Internal Use means the following internal uses by the End User: Without compromising the prohibitions contained in clause 3 above, analysing the DATA against a location or a series of locations to obtain information derived from the DATA such as proximity to underground assets and use of and sharing such information/results of such analysis internally within the End User's legal entity only.

5.3 Commercial Use means use that does not fall under Internal Uses (as above) and involves the provision or any form of Distribution to any third party of the DATA or any material derived from DATA (including Derived Data or Static Data) in connection with, expectation of or anticipation of any direct or indirect commercial benefit or commercial relationship (including a service, broker or agency agreement) and whether or not in return for any consideration (including direct or indirect fee, payment or other benefit), free of charge or for no consideration.

5.4 Derived Data means any material derived from or created using DATA, including where DATA is manipulated, aggregated, integrated, combined, merged, modelled, transformed or processed in or with other data or facilities;

5.5 Static Data means DATA and any data (including Derived Data resulting from Internal Uses presented or included in static format in presentations or reports in hard copy, .pdf or similar format. Static Data does not allow for alteration of the data presented, nor enable any further analysis to be carried out against the data (including against the DATA).

### 6 Confidentiality

6.1 In this clause 6, 'Confidential Information' means all confidential information disclosed (whether in writing, orally

or by another means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement which might reasonably be considered confidential, including the DATA, information relating to the DATA, and information relating to any of the operations, plans or intentions, clients, contacts, product information, software, data, processes, methods, know-how, trade secrets, market opportunities and business affairs of a Party.

6.2 Each Party shall treat the other Party's Confidential Information as confidential and shall protect it as such. It shall manage it with not less than the same degree of care as it does its own Confidential Information. In any event where Confidential Information is disclosed in any way by one Party ('Disclosing Party') to the other Party ('Receiving Party'), either before or during the Term of this Agreement or after its expiry or termination for any reason, the Receiving Party shall:

not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;  
not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party; and  
make every effort to prevent the use or disclosure of Confidential Information.

6.3 During the term of this Agreement the Receiving Party may disclose Confidential Information solely to the extent that such disclosure is necessary for the purposes of this Agreement, to any of its directors, other officers, employees, End Users, Affiliates, contractors or sub-contractors. Receiving Party shall ensure that persons to whom Confidential Information is disclosed are made aware of and comply with the Receiving Party's obligations of confidentiality as if they were the Receiving Party.

## 7 Information Access

7.1 In so far as the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority for the purposes of the Information Access Regimes:

End User acknowledges that the Utility Providers, Subtechnics Limited, Reseller and Licensor consider that DATA is exempted from disclosure because DATA is: proprietary to the Utility Provider and disclosure would harm the interests of the Utility Provider (including its commercial interests);

protected by database rights and other Intellectual Property; confidential and the disclosure of it by the End User would constitute a breach of confidence actionable by the Utility Provider, Subtechnics Limited and/or the Licensor; and confidential commercial or industrial information protected by laws to protect a legitimate economic interest.

7.2 End User shall, in the event it receives a request for information ('Access Request') under the Information Access Regimes pursuant to which the DATA might be disclosed: immediately notify the Reseller of the Access Request and provide the Reseller with full and complete details of the

Access Request and the DATA that may be disclosed, together with any other information the Reseller may request;

consult, as soon as possible within receipt of Access Request, with the Reseller as to whether the DATA constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes and/or pursuant to the matters set out above;

notify the Reseller immediately of any final decision as to disclosure of the DATA and no less than 72 hours before any proposed disclosure, as to what if any of the DATA (or any Derived Data) is proposed to be disclosed and co-operate fully and at End User's sole cost with the requirements set out in this paragraph.

7.3 End User shall not disclose the DATA in any publication scheme maintained pursuant to any Information Access Regime without first notifying the Reseller in advance of disclosure in accordance with this paragraph.

7.4 Where the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority under the Information Access Regimes and the End User seeks to make disclosure or discloses DATA under the Information Access Regimes without the consent of the Reseller, such disclosure shall entitle the Reseller and/or the Licensor and/or Subtechnics Limited to terminate the End User Contract with immediate effect and without liability on their part.

7.5 The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of Subtechnics Limited and the Licensor and the Reseller that Subtechnics Limited and/or the Licensor and/or the Reseller may (but shall have no obligation to) enforce any of the terms in the End User Contract which relate to disclosure under the Information Access Regimes, limitation on liability, use of DATA or infringement of Intellectual Property Rights in the DATA.

## 8 Termination

8.1 The licence must terminate automatically in the event that the End User materially breaches any of the requirement / obligations set out in this End User Licence Agreement. All use of DATA and material derived from DATA shall cease promptly in such event, except as follows:

- Following expiry of the End User Contract, the End User may continue to use limited material created using DATA during the term of its End User Contract. Such material is limited to that which is both properly authorised as relevant Permitted Use by the End User and is in static form, i.e. such that after termination it is not changed, added to, updated, modified in any other way or used in or to create any new, updated, supplemented or modified product, tool, analysis or material.
- Material which is not in static form (including probabilistic modelling and models and output therefrom, which is automatically deemed to be not static) shall not be used after termination of the End User Contract.

- the End User must be prohibited from using DATA (including in Reseller's Product/Service), and from deriving any new, updated, supplemented or modified product, tool or material from DATA, after the date of termination of its End User Contract.

8.2 The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be invalid, illegal or unenforceable but would cease to be so if some part of the provision were deleted or modified, the provision in question shall apply with such minimum modification as may be necessary to make it valid, legal and enforceable and still give effect to the commercial intention of the Parties in this Agreement.

## 9 Fees

9.1 The End User must acknowledge its obligation to pay licence fees to the Reseller. The total price of the Products shall be the Reseller's written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the End User shall be additionally liable to pay to Licensors.

9.2 End User shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with the Reseller. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the End User fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to:

cancel the Contract or suspend any deliveries to the End User;

appropriate any payment made by the End User to the DATA; and

charge the End User interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

Licence to DATA is not deemed to commence until payment has been made of the Price in full to Licensors.

## 10 Liability

10.1 Licensors warrant that the DATA will correspond with its specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the DATA with materials or equipment not supplied by Licensor. The above warranty is given by Licensors subject to the following conditions:

Neither Licensor nor Reseller shall be under any liability in respect of any defect in the DATA arising from any drawing, design or specification supplied by the End User or in respect of any defect arising from failure to follow Licensors' guidance, misuse or alteration of the DATA without Licensors' approval;

Neither Licensor nor Reseller shall be under any liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the DATA has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensor or Reseller's negligence, neither Licensor nor Reseller shall be liable to the End User for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA, except as expressly provided in these Conditions.

Except in respect of injury to or death of any person Licensor's and Reseller's aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.

Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 11 Governing Law and Jurisdiction

The End User Contract and any matter, dispute or claim arising from or in connection with the End User Contract in so far as it applies to DATA and its use (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The End User must submit to the mediation process prescribed in the Agreement and, subject to that, to the exclusive jurisdiction of the English court.

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