

Better reports and data for site investigation

Utility Search Report (Gas)

For the following location:

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

Client:

Caroline Walker

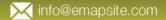
Co-ordinates: 536905.000,184116.200

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

3 Limitations and Accuracy of the data

process before being subjected to a final assessment prior to issue.

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.

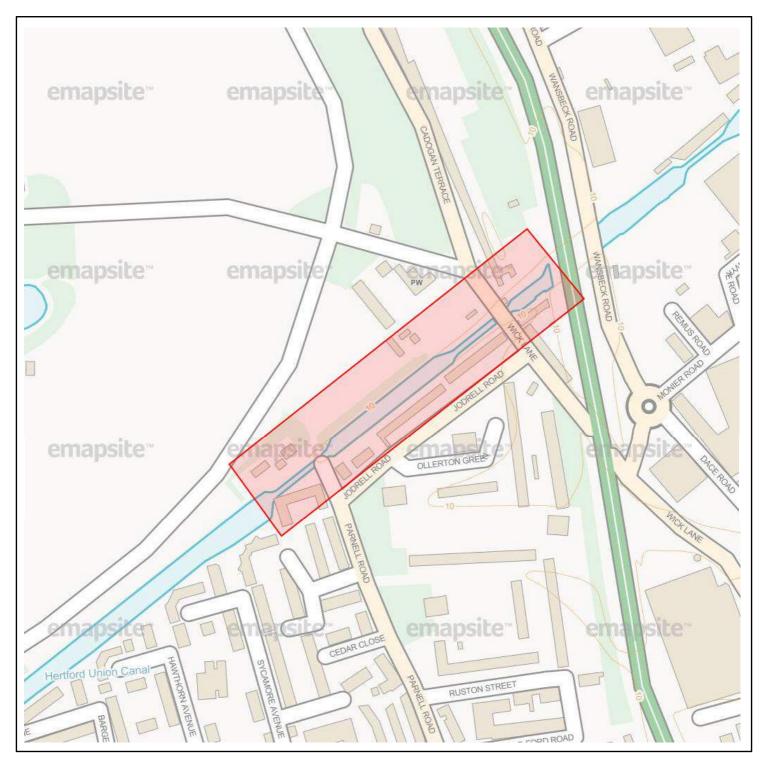


Our Ref

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
Gas		
National Grid UK	11	Affected
Energetics	1	Not Affected
ESP Utilities Group	3	Affected
GTC Pipelines	3	Affected

Gas

nationalgrid

Stephen Sawyer Technics Group Technics House Guildford Guildford Surrey GU4 7WA

Date: 20/03/2015 Our Ref: NL_TE_Z5_3SWX_140163 Your Ref: GRS00347 RE: Proposed Works, Growing Concerns Garden Centre, 2 Wick Lane, Tower Hamlets, Greater London, E3 2NA

Thank you for your enquiry which was received on 20/03/2015. Please note this response and any attached map(s) are valid for 28 days.

An assessment has been carried out with respect to National Grid Electricity Transmission plc's and National Grid Gas plc's apparatus. Please note it does not cover the items listed in the section "Your Responsibilities and Obligations", including gas service pipes and related apparatus.

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

In any event, for safety and legal reasons, works must not be carried out until a Scheduled Works enquiry has been completed and final response received.

Your Responsibilities and Obligations

The "Assessment" Section below outlines the detailed requirements that must be followed when planning or undertaking your scheduled activities at this location.

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

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

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

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

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

ASSESSMENT

Affected Apparatus

The National Grid apparatus that has been identified as being in the vicinity of your proposed works is:

- Low or Medium pressure (below 2 bar) gas pipes and associated equipment. (As a result it is highly likely that there are gas services and associated apparatus in the vicinity)
- Electricity Transmission underground cables and associated equipment

Requirements

BEFORE carrying out any work you must:

- Refer to the attached cable profile drawings (if any) which provide details about the location of National Grid's high voltage underground cables.
- Carefully read these requirements including the attached guidance documents and maps showing the location of National Grid apparatus.
- Contact the landowner and ensure any proposed works in private land do not infringe National Grid's legal rights (i.e. easements or wayleaves). If the works are in the road or footpath the relevant local authority should be contacted.
- Ensure that all persons, including direct labour and contractors, working for you on or near National Grid's apparatus follow the requirements of the HSE Guidance Notes HSG47 'Avoiding Danger from Underground Services' and GS6 'Avoidance of danger from overhead electric power lines'. This guidance can be downloaded free of charge at http://www.hse.gov.uk
- In line with the above guidance, verify and establish the actual position of mains, pipes, cables, services and other apparatus on site before any activities are undertaken.

GUIDANCE

Electricity Underground Cables Guidance: http://www.nationalgrid.com/NR/rdonlyres/1174F509-0F16-4B68-8CF6-63FE27919E0A/51895/ElectricityUndergroundCableguidance.pdf

Excavating Safely - Avoiding injury when working near gas pipes: http://www.nationalgrid.com/NR/rdonlyres/2D2EEA97-B213-459C-9A26-18361C6E0B0D/25249/Digsafe_leaflet3e2finalamends061207.pdf

Standard Guidance

Essential Guidance document: http://www.nationalgrid.com/NR/rdonlyres/6D6525F9-59EB-4825-BA89-DBD7E68882C7/51319/EssentialGuidance.pdf

General Guidance document: <u>http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=35103</u>

Excavating Safely in the vicinity of gas pipes guidance (Credit card): http://www.nationalgrid.com/NR/rdonlyres/A3D37677-6641-476C-9DDA-E89949052829/44257/ExcavatingSafelyCreditCard.pdf

Excavating Safely in the vicinity of electricity cables guidance (Credit card): http://www.nationalgrid.com/NR/rdonlyres/35DDEC6D-D754-4BA5-AF3C-D607D05A25C2/44858/ExcavatingSafelyCreditCardelectricitycables.pdf Not to be used Not to

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USER: utilityreports	LP MAINS
DATE: 20/03/2015	IP MAINS
DATA DATE: 19/03/2015	LHP MAINS
REF: GRS00347	NHP MAINS
MAP REF: TQ3684 CENTRE: 536838, 184052	0m 100m Approximate scale 1:5000 on A4 Colour Landscape
Valve Depth of Sypi	hon Diameter Haterial Change

Map not to be used for construction

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

Map 1 of 2 (GAS)

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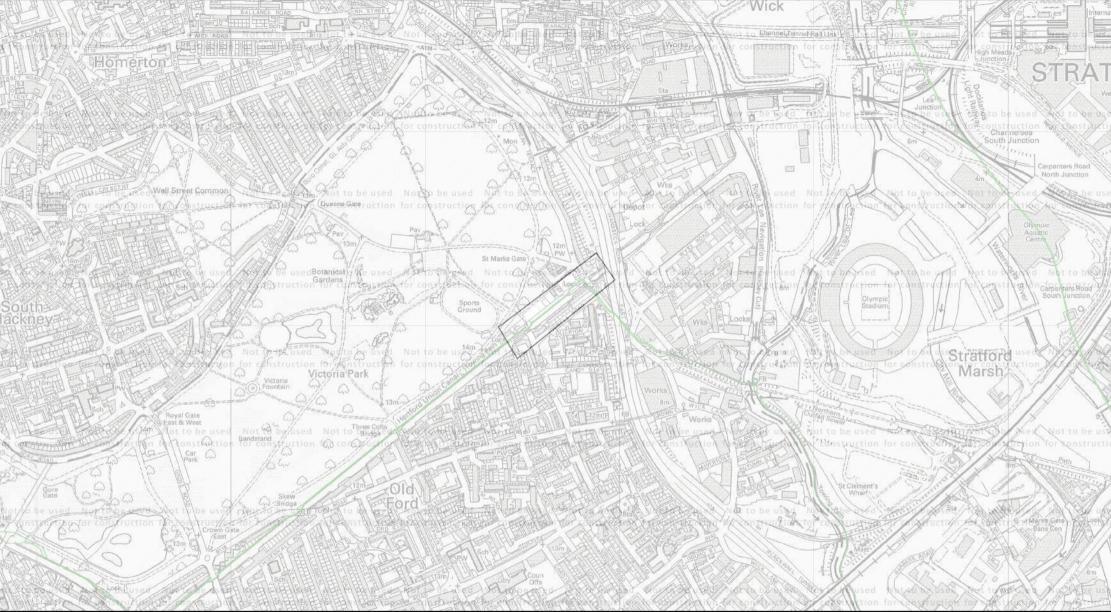


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Requested by: Technics Group

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USER: utilityreports	Underground cables	- 1
DATE: 20/03/2015	Overhead lines	i
DATA DATE: 04/07/2014		i
REF: GRS00347		a
MAP REF: TQ3684 CENTRE: 536838, 184052	0m Approximate scale 1:10000 on A4 Colour Landscape	

Map not to be used for construction

This plan shows those cables owned by National Grid Electricity Transmission plc in its role as a Licensed Electricity Transporter (ET). Electricity cables owned by other ETs, or otherwise privately owned, may be present in this area. Information with regard to such cables should be obtained from the relevant owners The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Ancillary equipment such as cooling systems and communication cables are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Electricity Transmission plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of cables and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near electricity apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Map 2 of 2 (ELECTRIC)

MAPS Plot Server Version 1.8.0

nationalgrid

Requested by: Technics Group

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ENQUIRY SUMMARY

Received Date 20/03/2015

Your Reference GRS00347

Location Centre Point: 536838, 184052 X Extent: 303 Y Extent: 276 Postcode: E3 2NA Location Description: Growing Concerns Garden Centre, 2 Wick Lane, Tower Hamlets, Greater London, E3 2NA

Map Options Paper Size: A4 Orientation: LANDSCAPE Requested Scale: 2500 Actual Scale: 1:5000 (GAS), 1:10000 (ELECTRIC) Real World Extents: 1445m x 785m (GAS), 2890m x 1570m (ELECTRIC)

<u>Recipients</u> utility.reports@technicsgroup.com

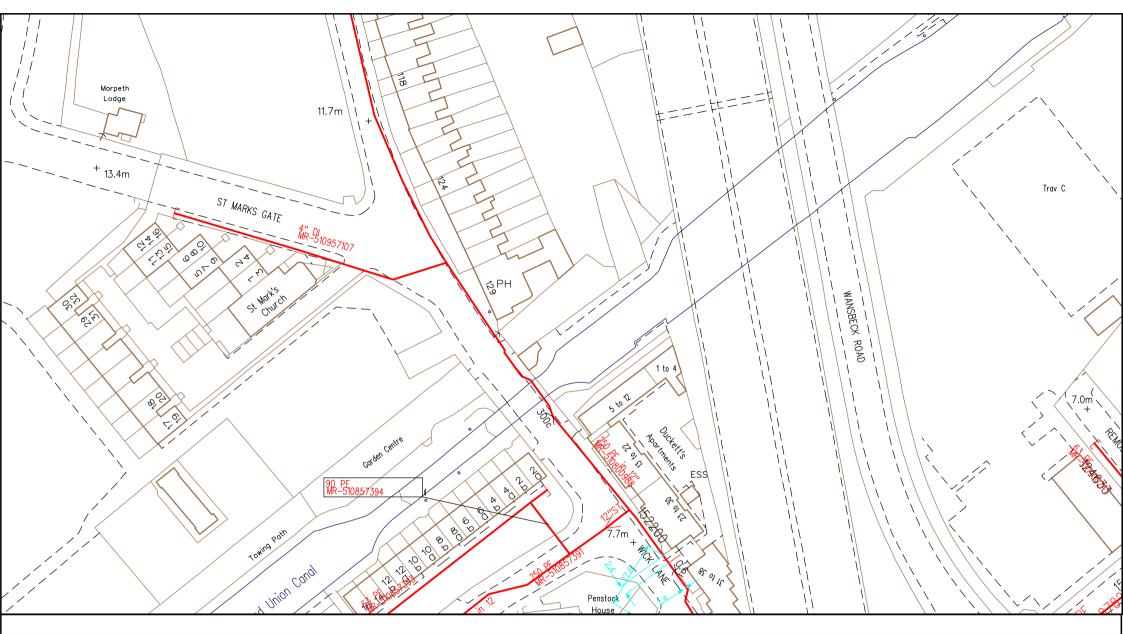
Enquirer Details Organisation Name: Technics Group Contact Name: Stephen Sawyer Email Address: utility.reports@technicsgroup.com Telephone: 01483 230080 Address: Technics House, Guildford, Guildford, Surrey, GU4 7WA

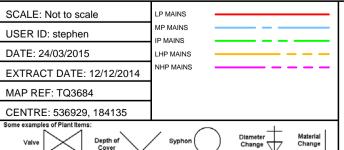
<u>Description of Works</u> Growing Concerns Garden Centre, 2 Wick Lane, Tower Hamlets, Greater London, E3 2NA

Enquiry Type Proposed Works

Activity Type Utility Works

<u>Work Types</u> Work Type: Plans Only





This plan shows those pipes owned by National Grid Gas plc in their role as a

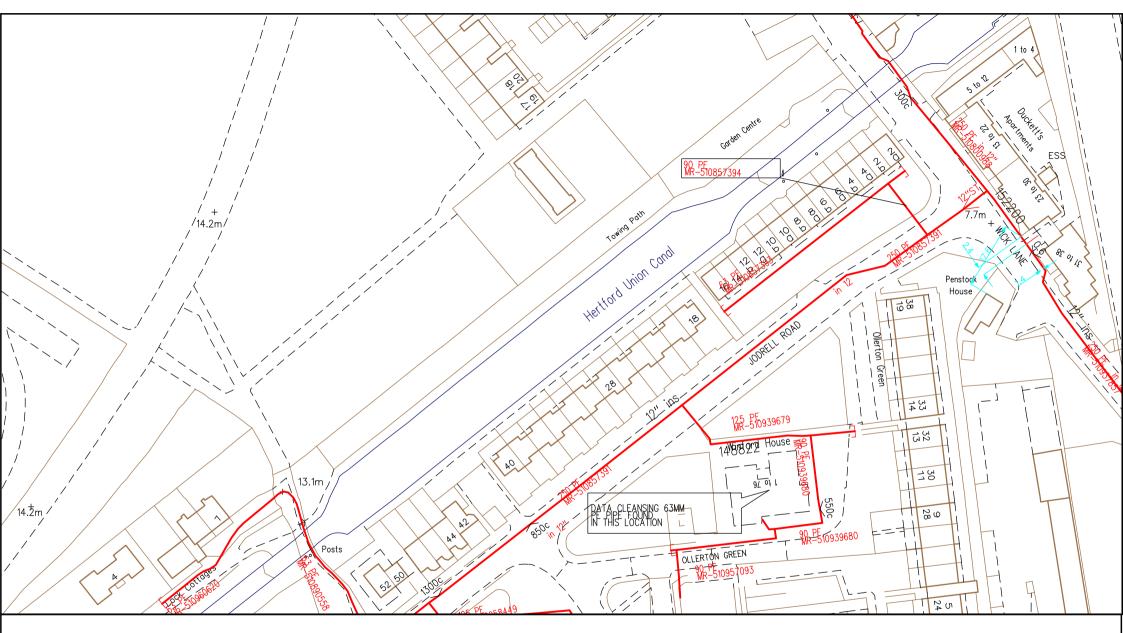
Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed.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

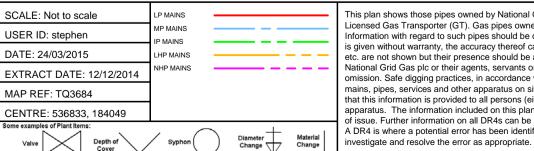
of issue. Further information on all DR4s can be determined by calling the DR4 hotline on 01455 892426 (9am-5pm) A DR4 is where a potential error has been identified within the asset record and a process is currently underway to investigate and resolve the error as appropriate.

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Local Machine

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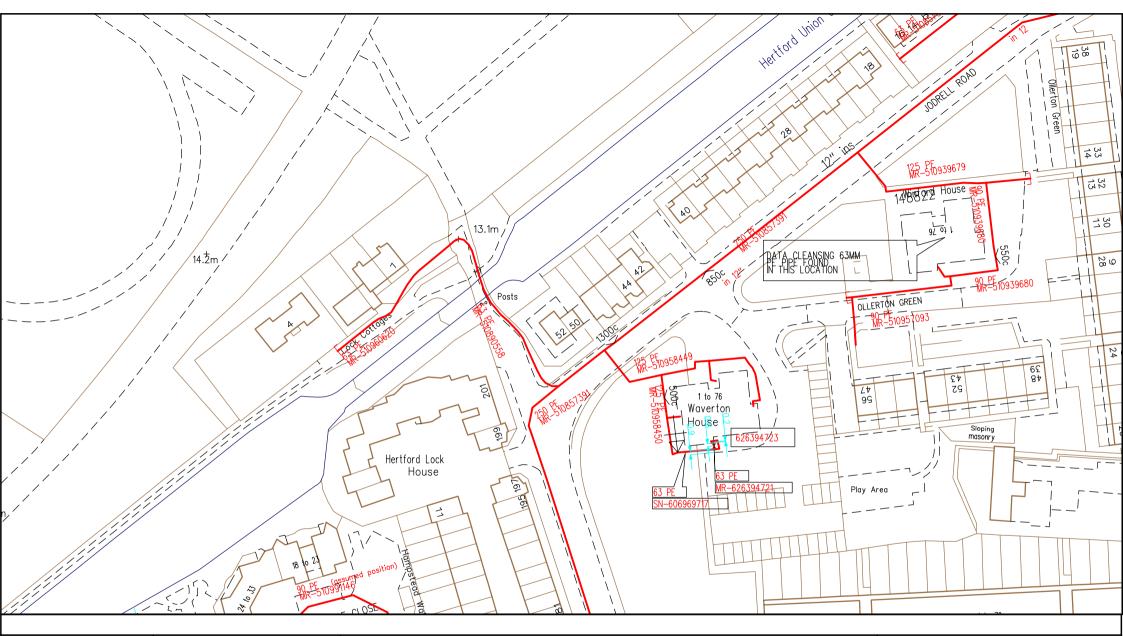
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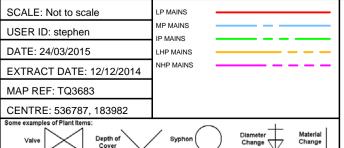
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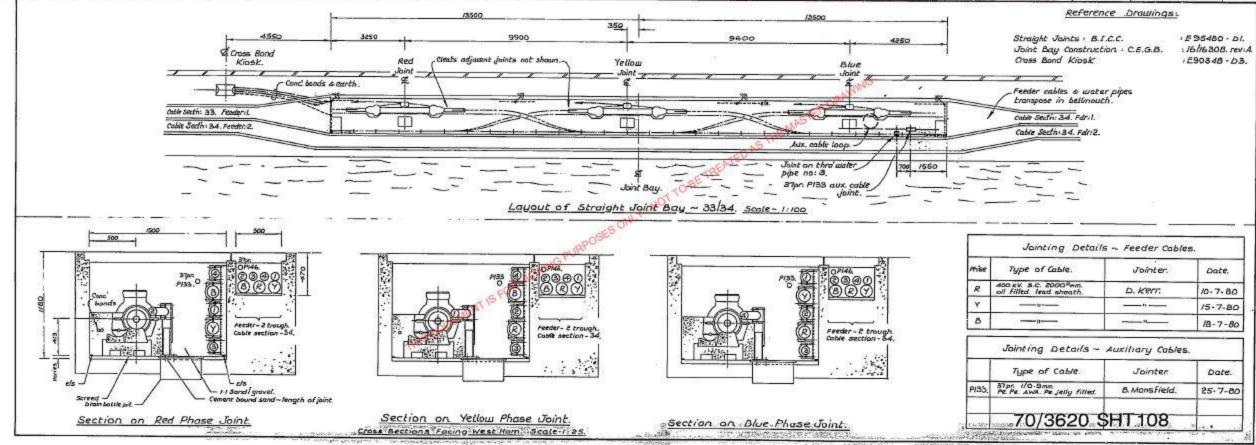
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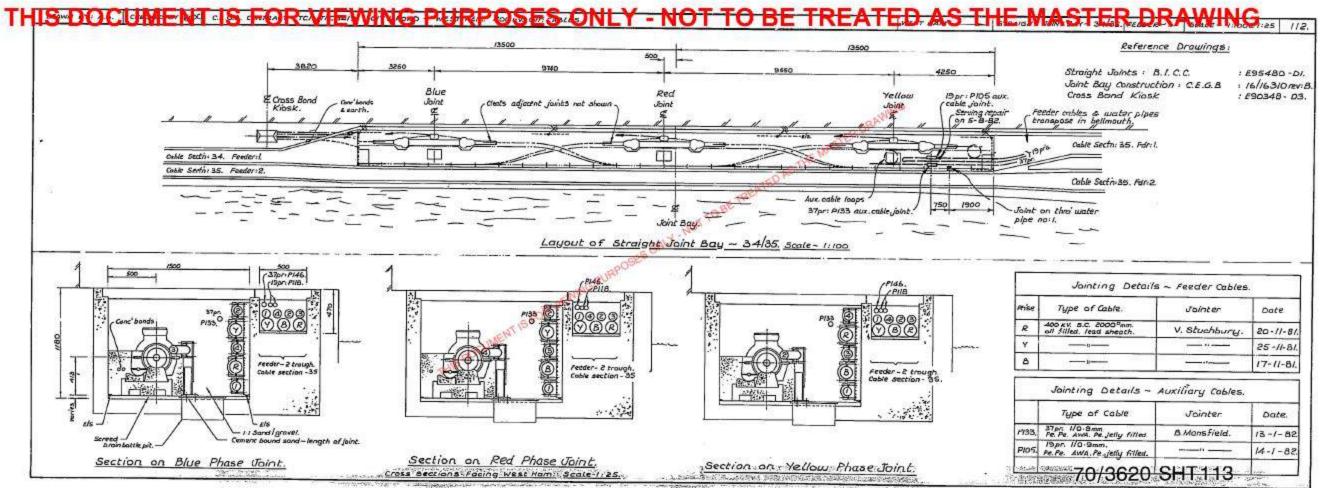
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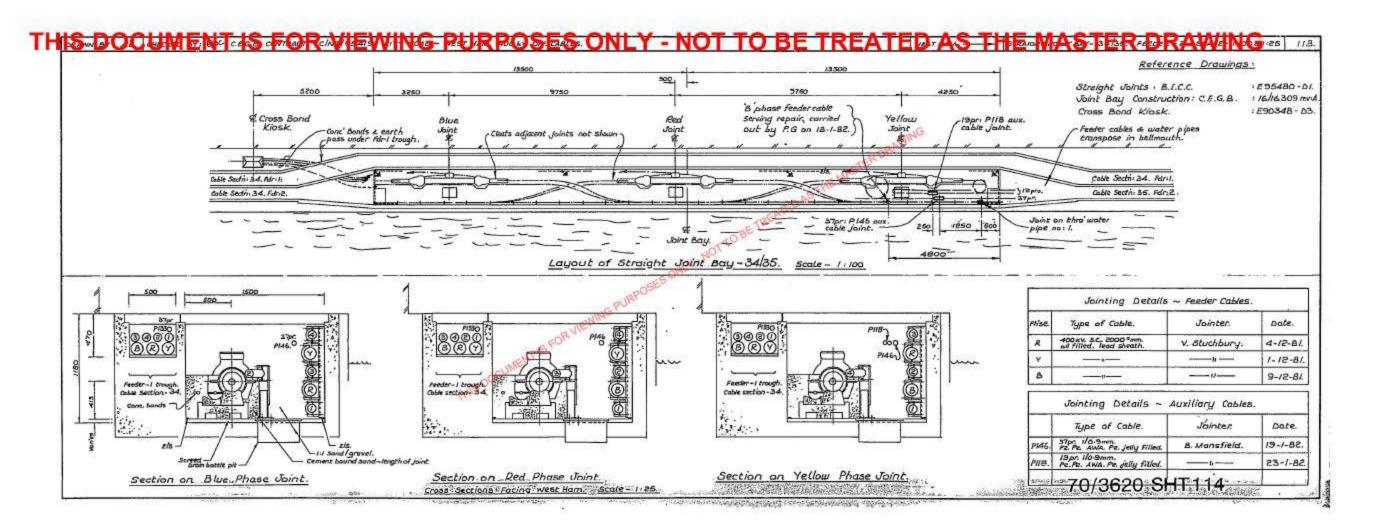
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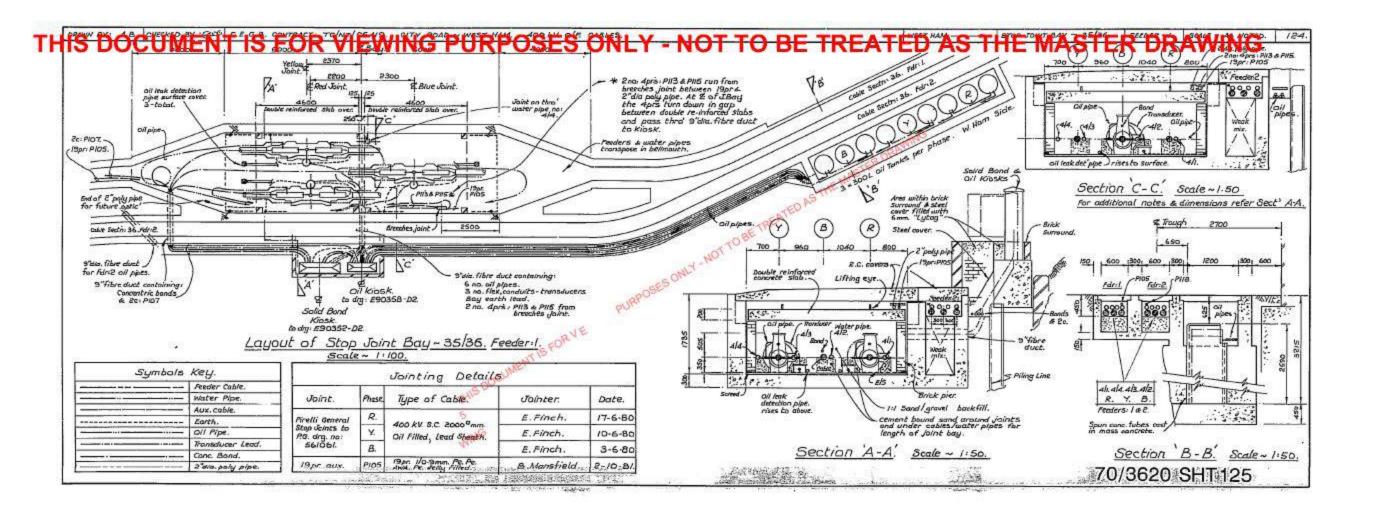


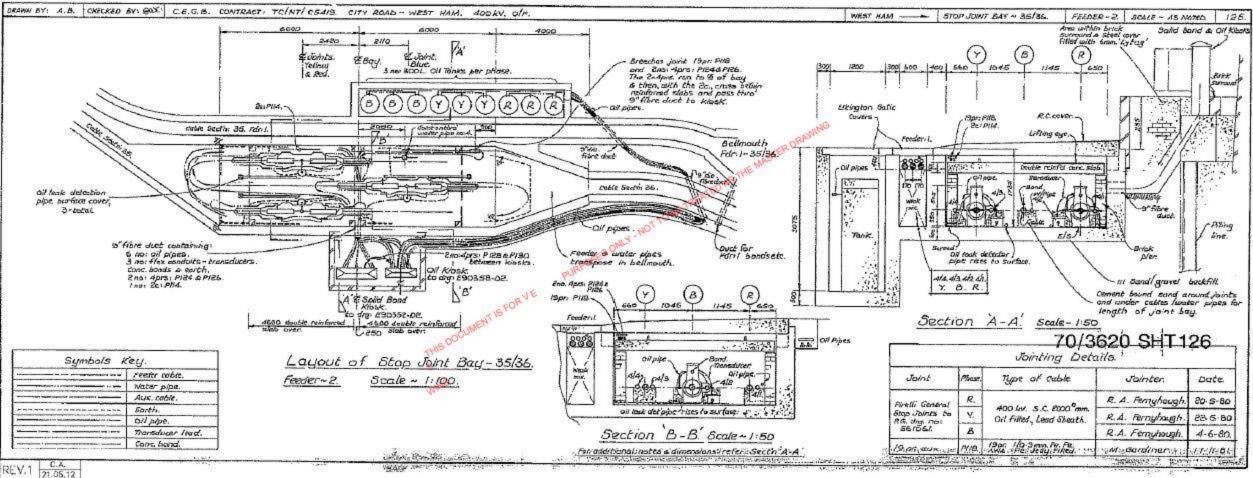
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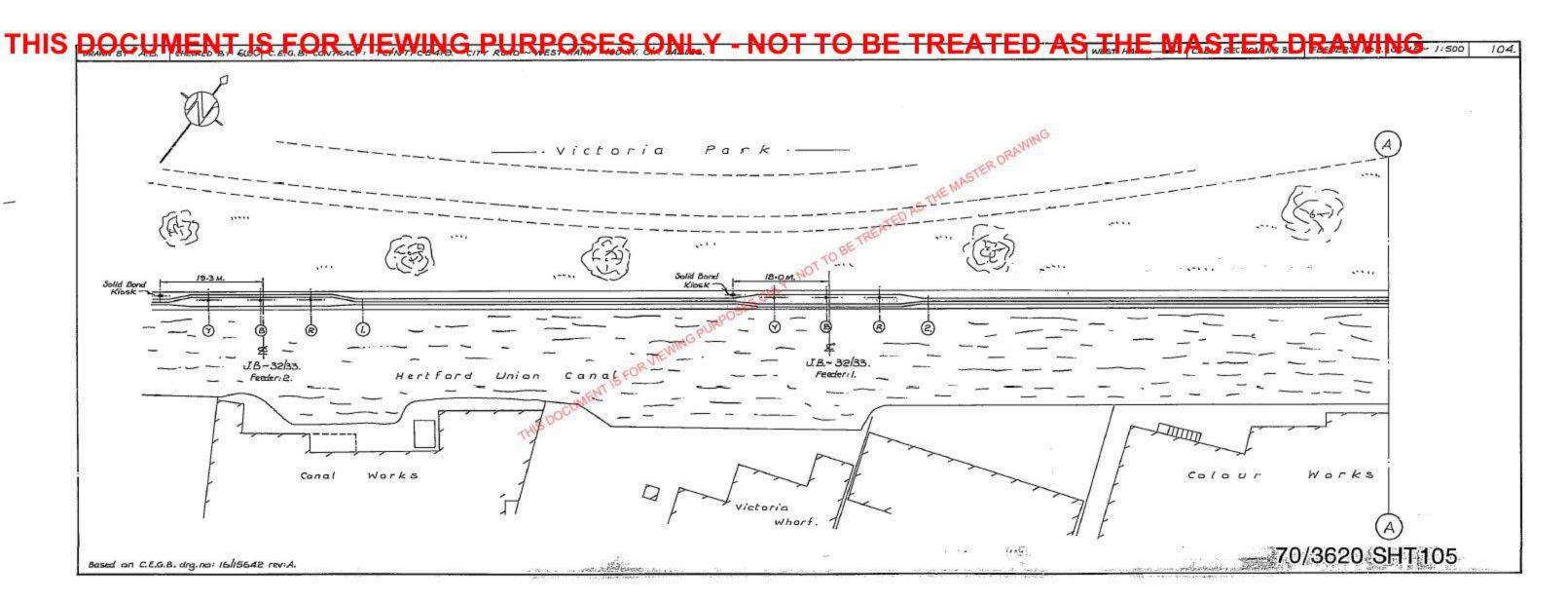


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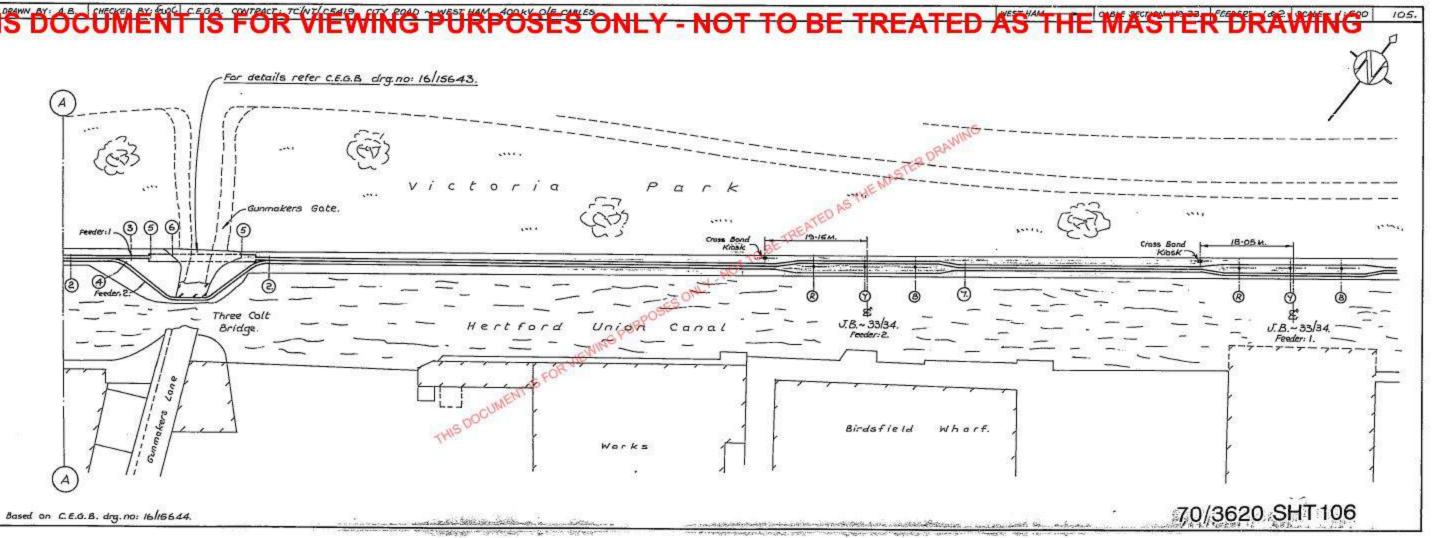


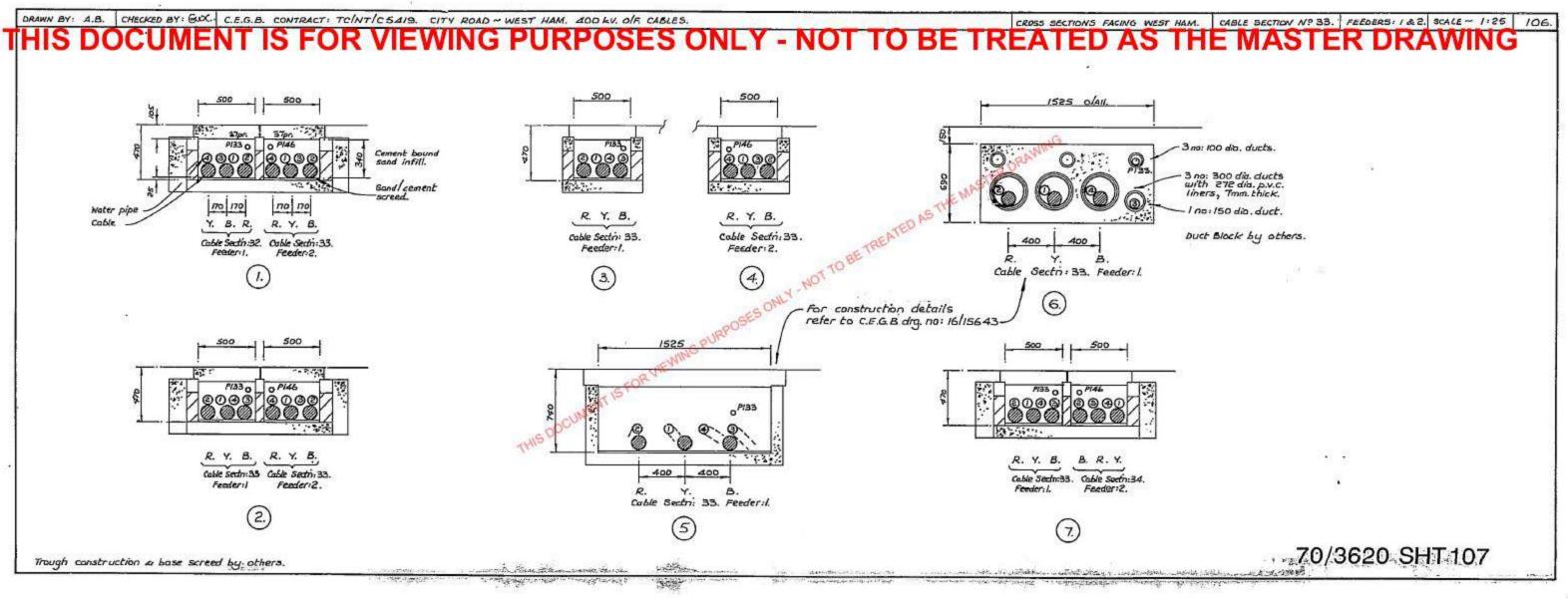


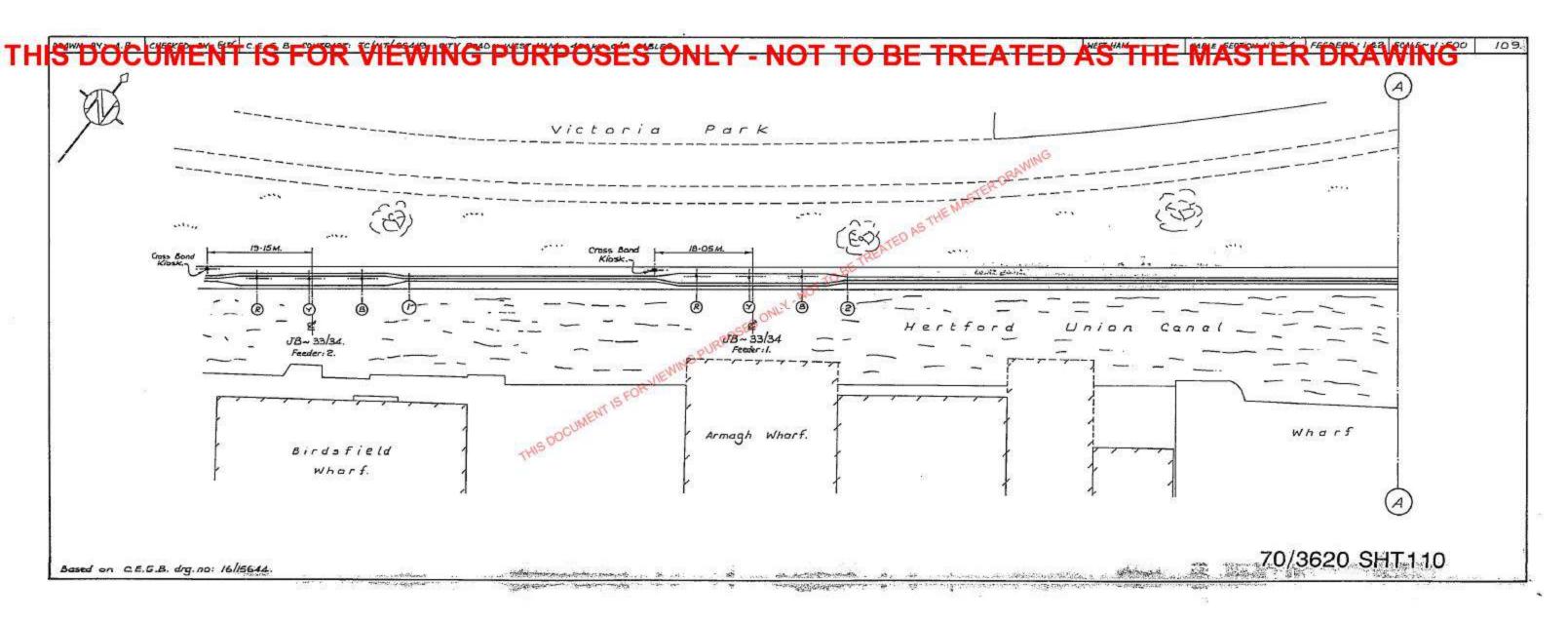


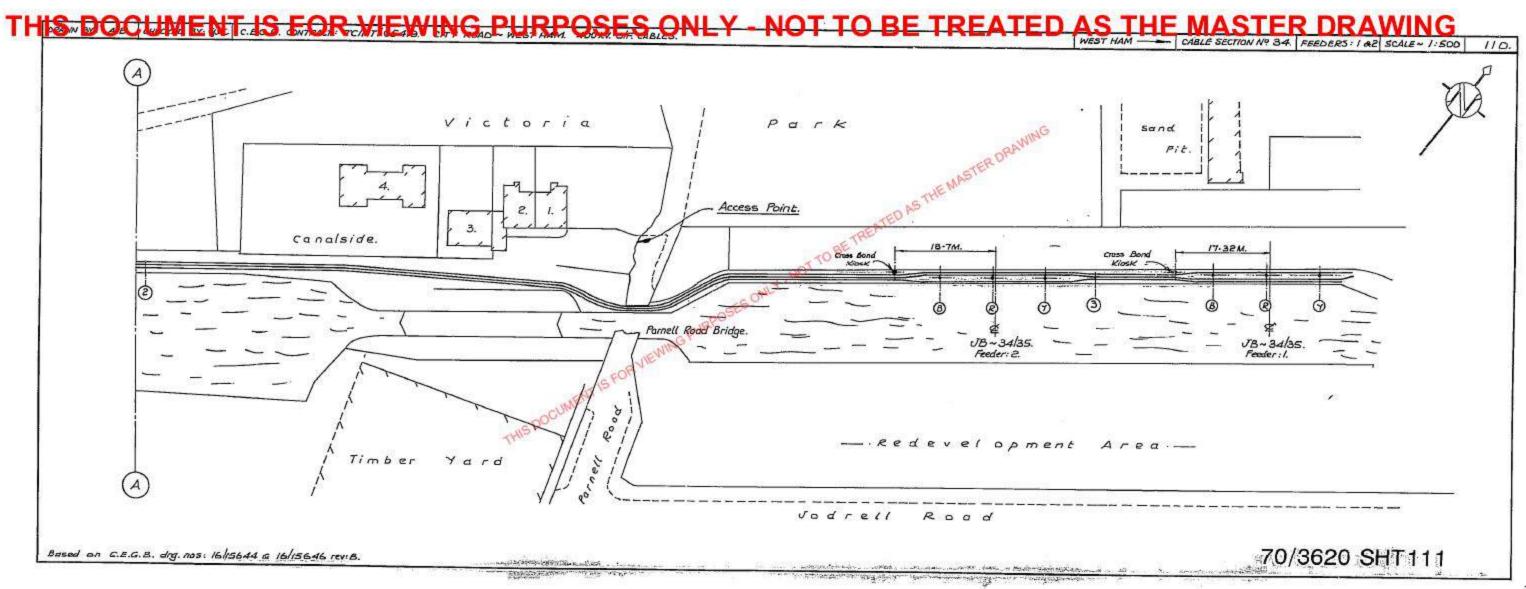


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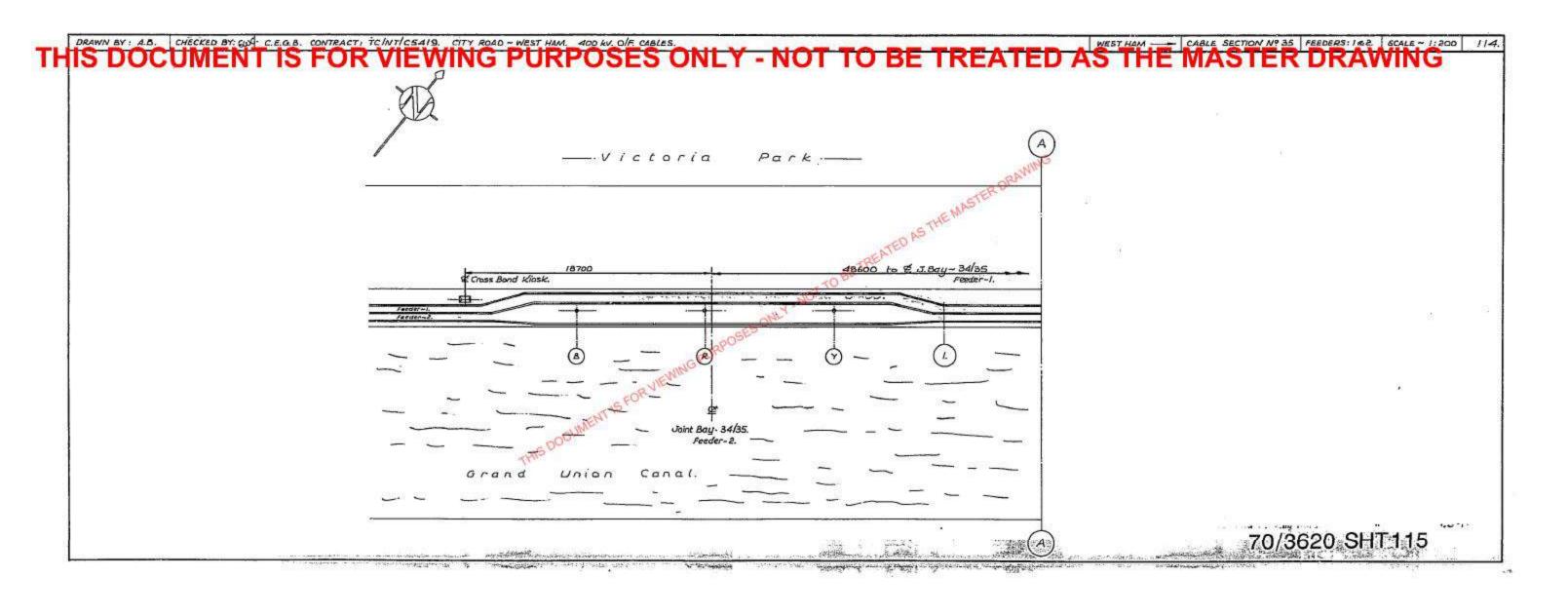


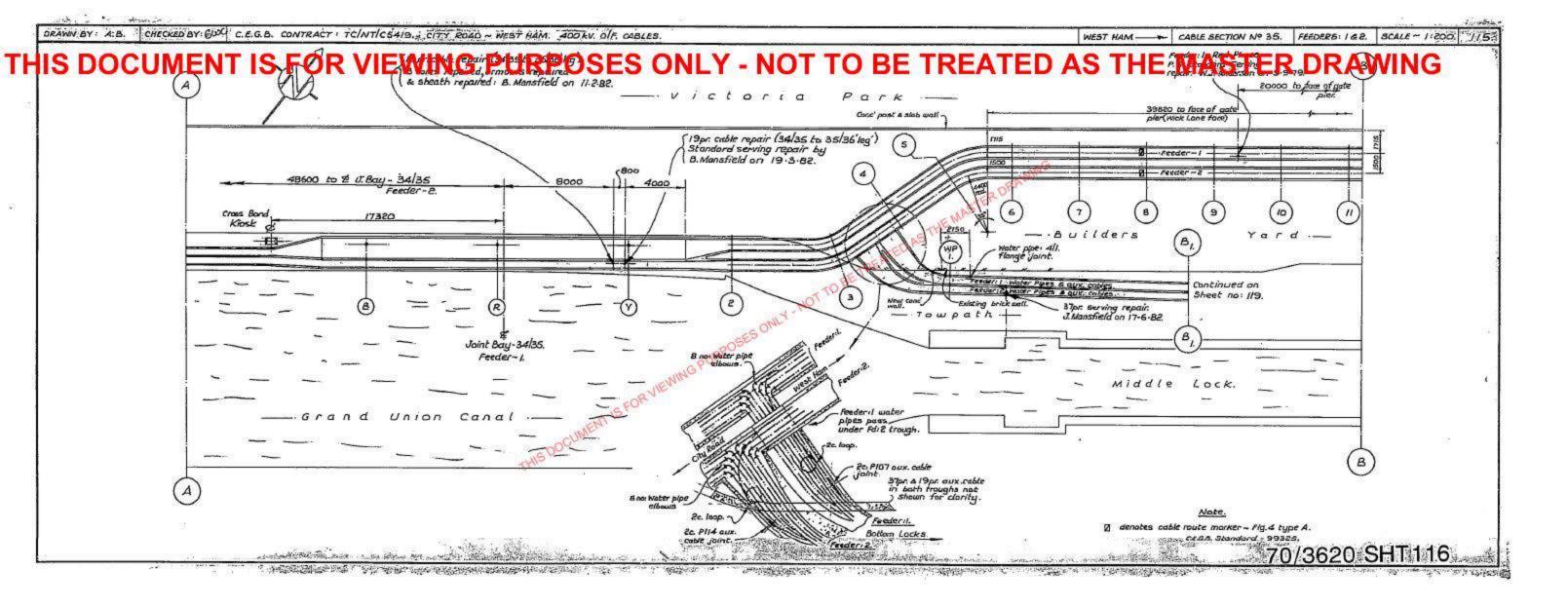


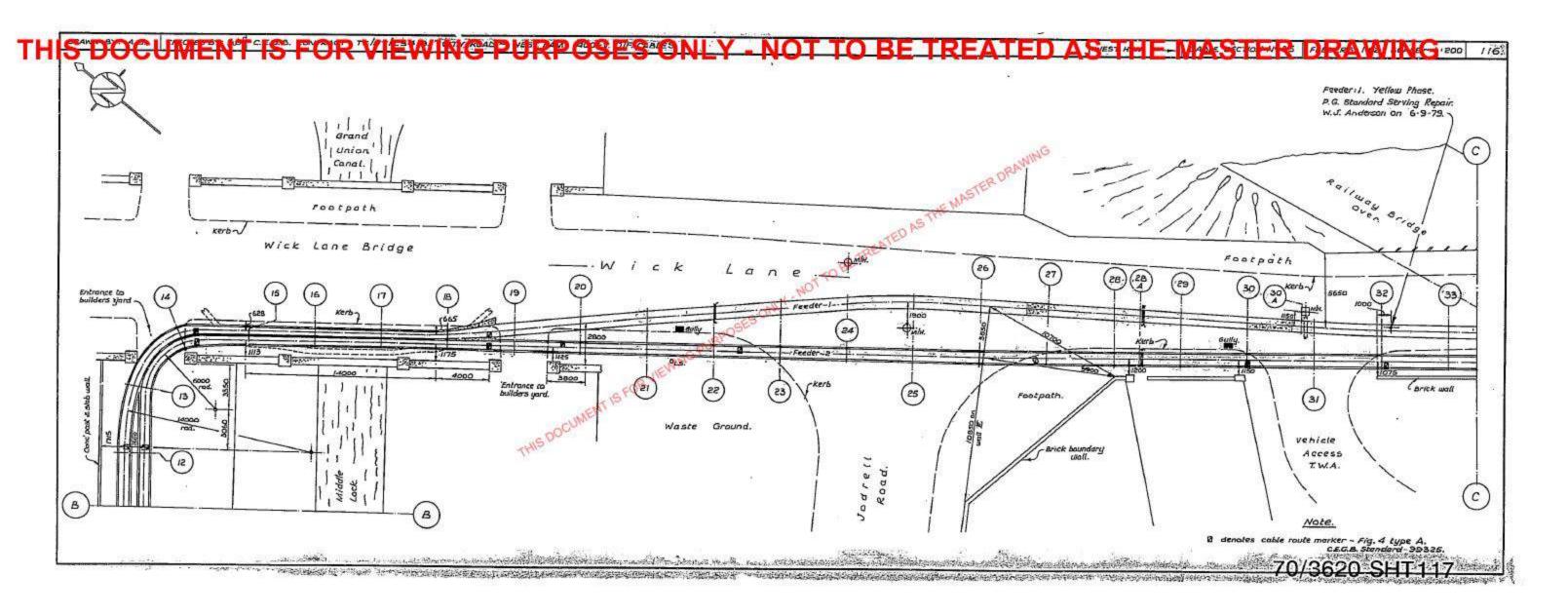


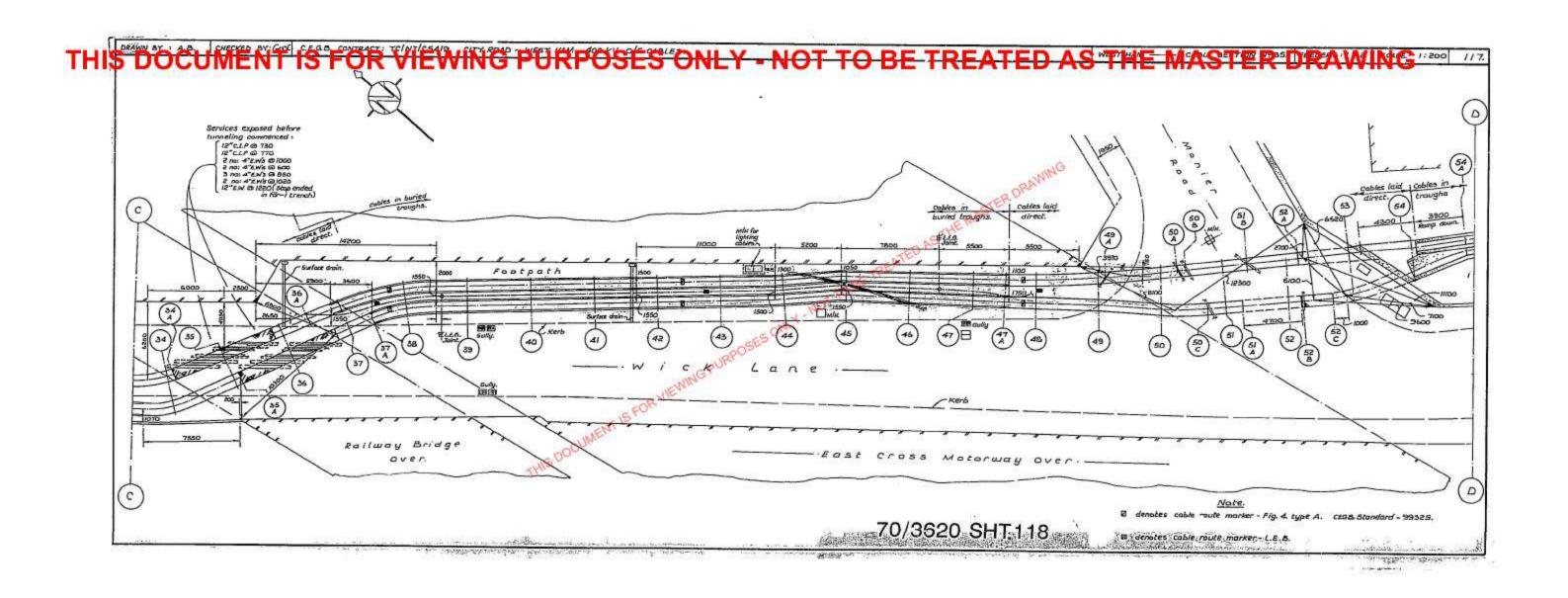


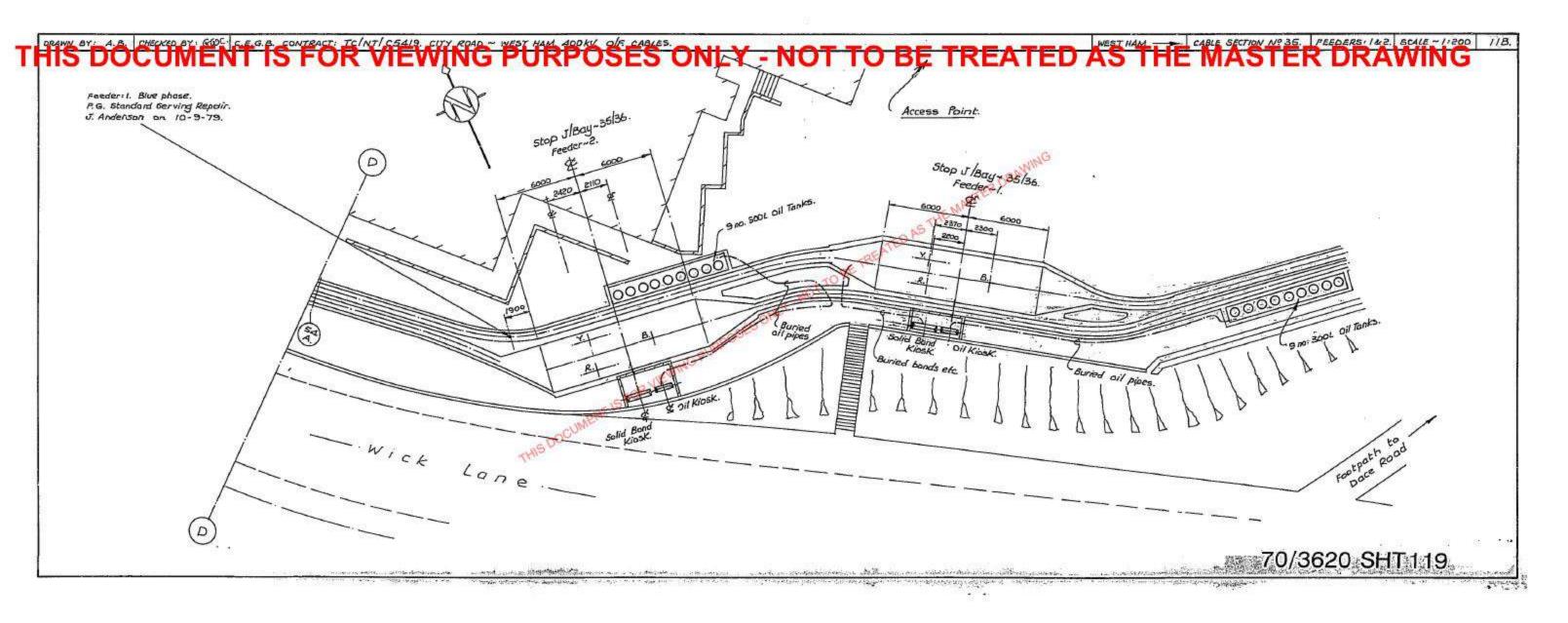


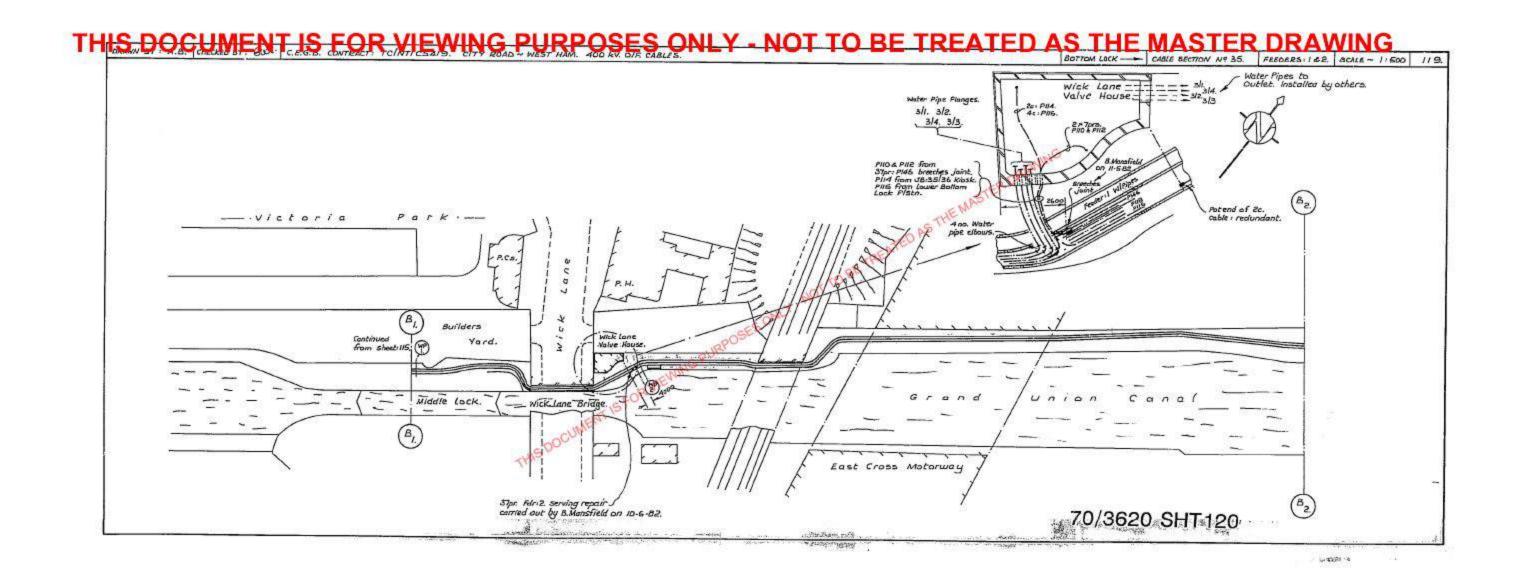


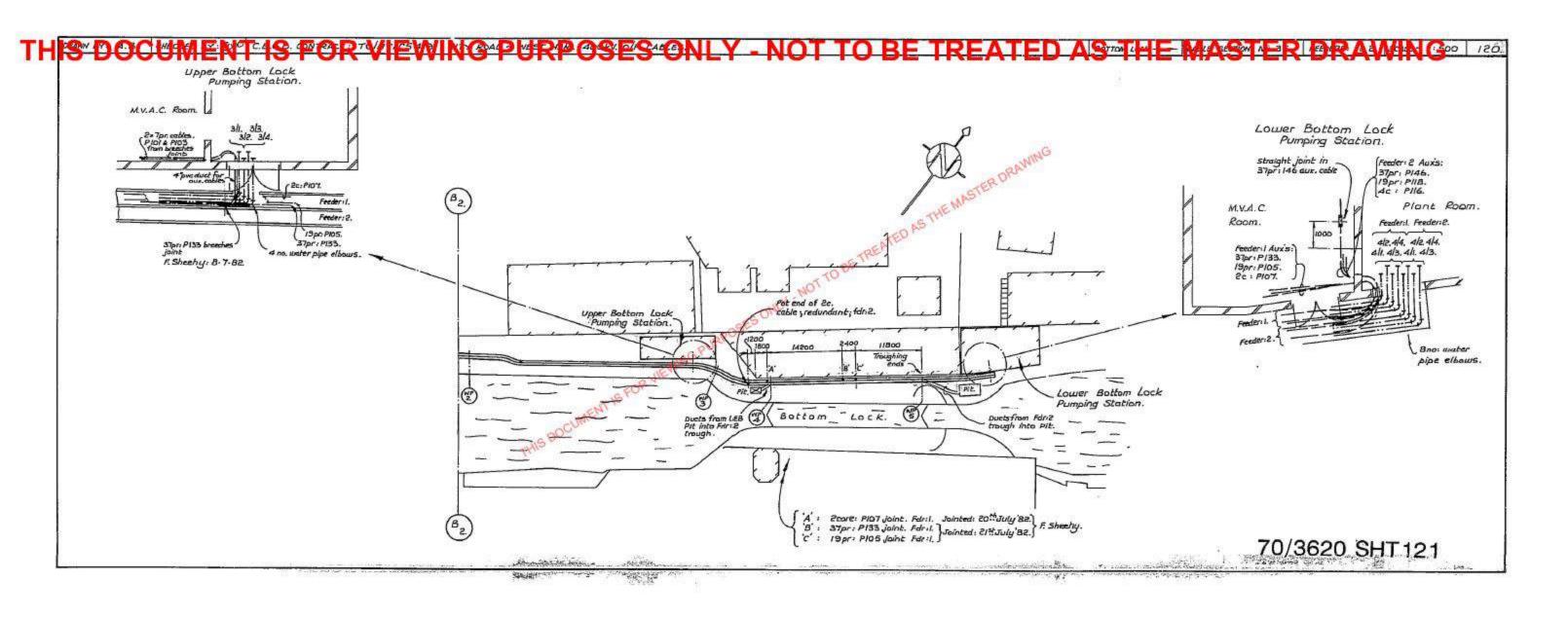


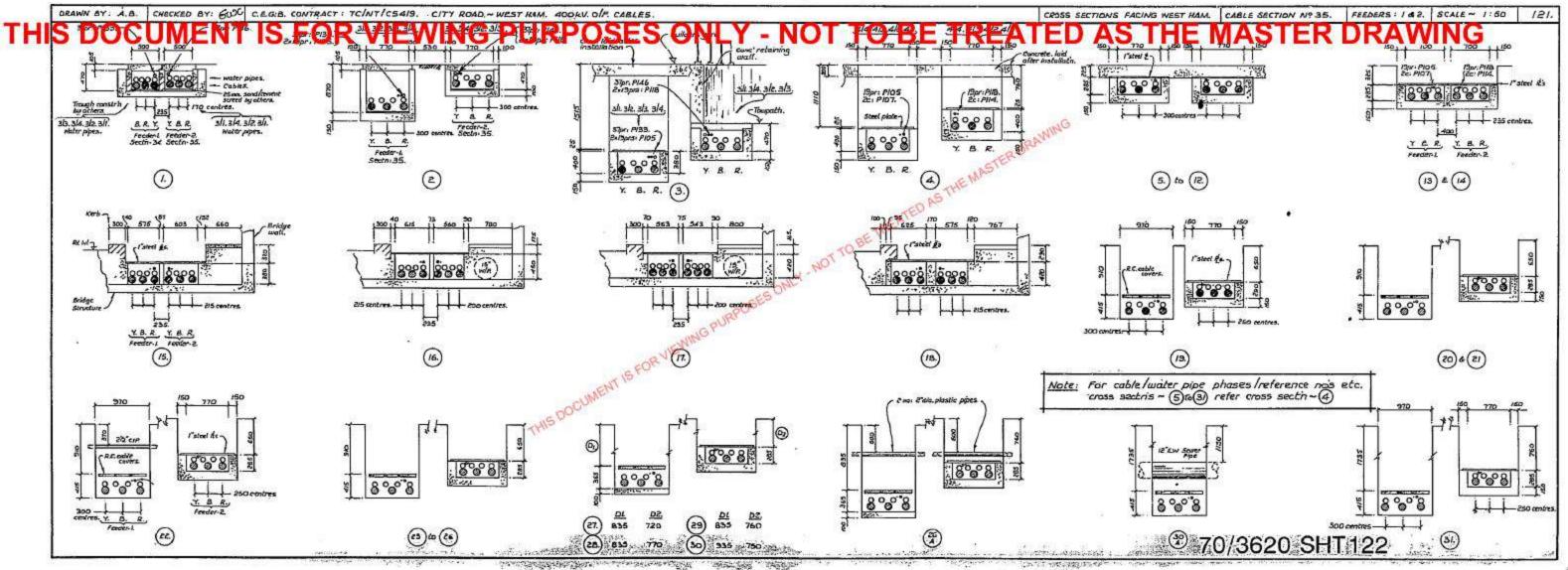


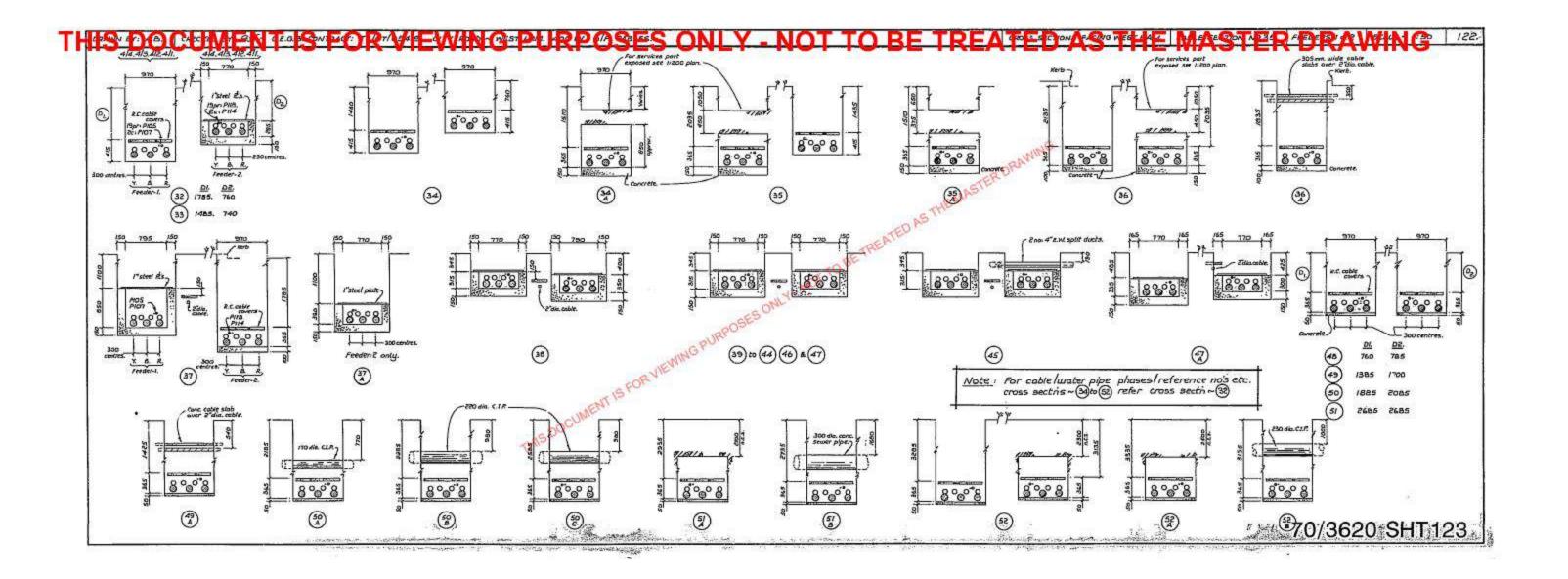




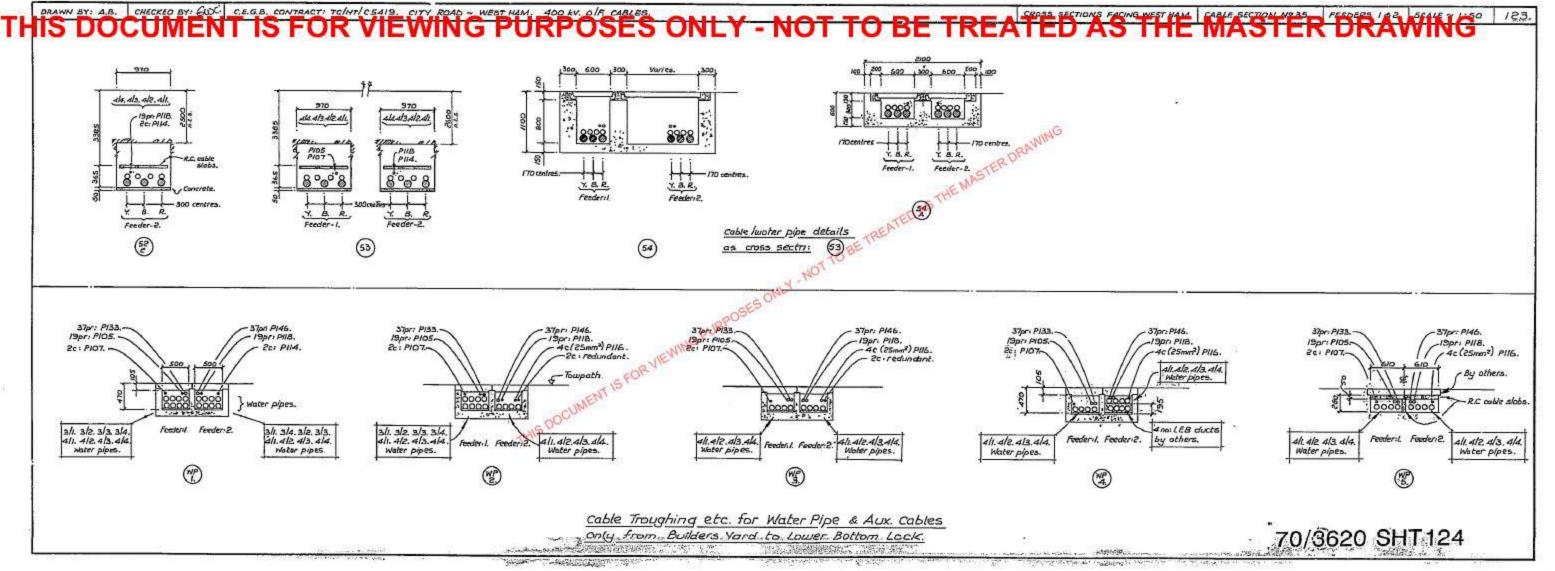




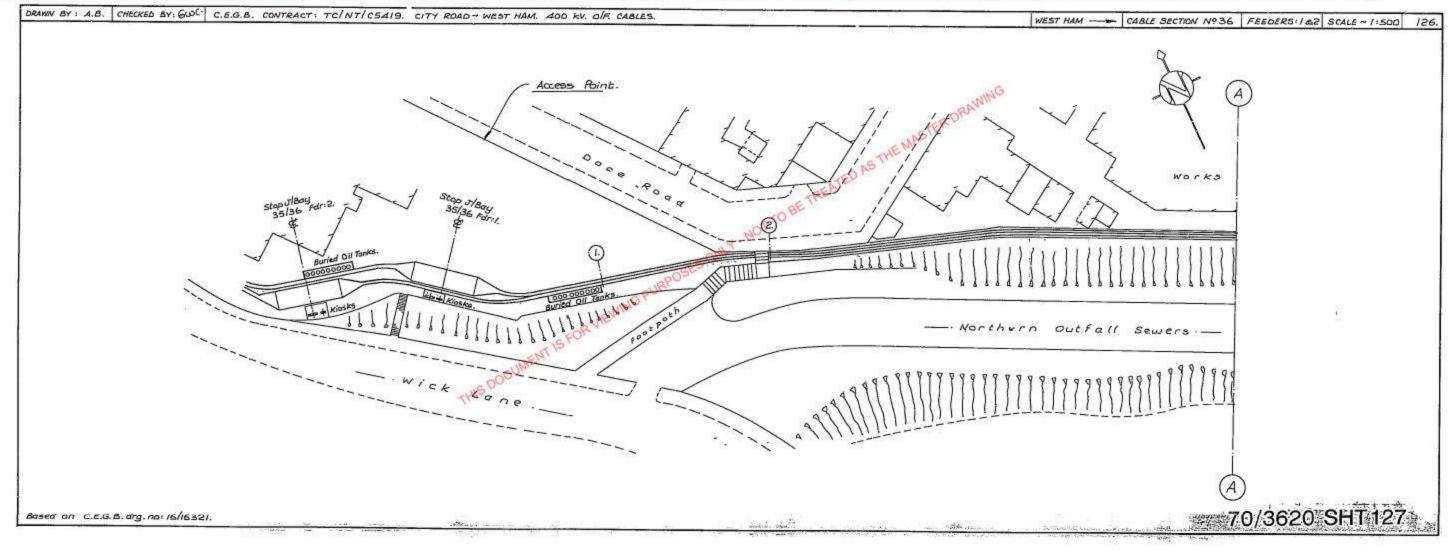


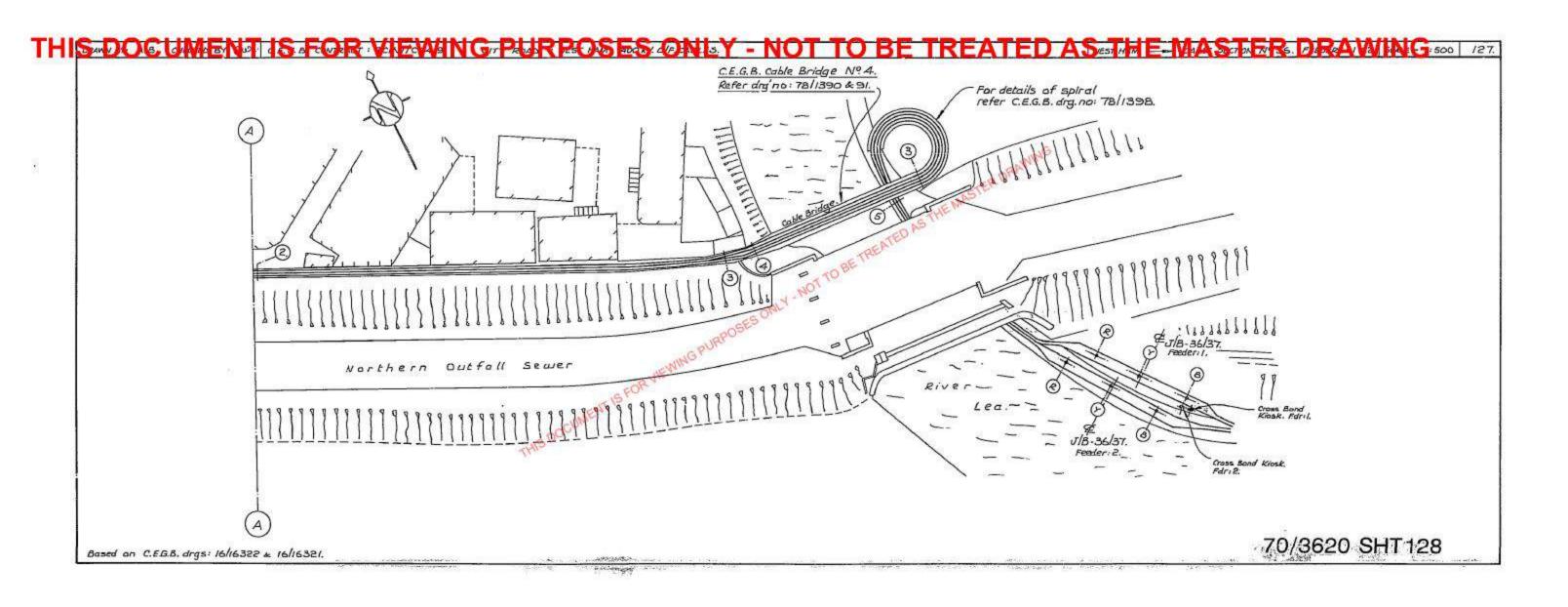


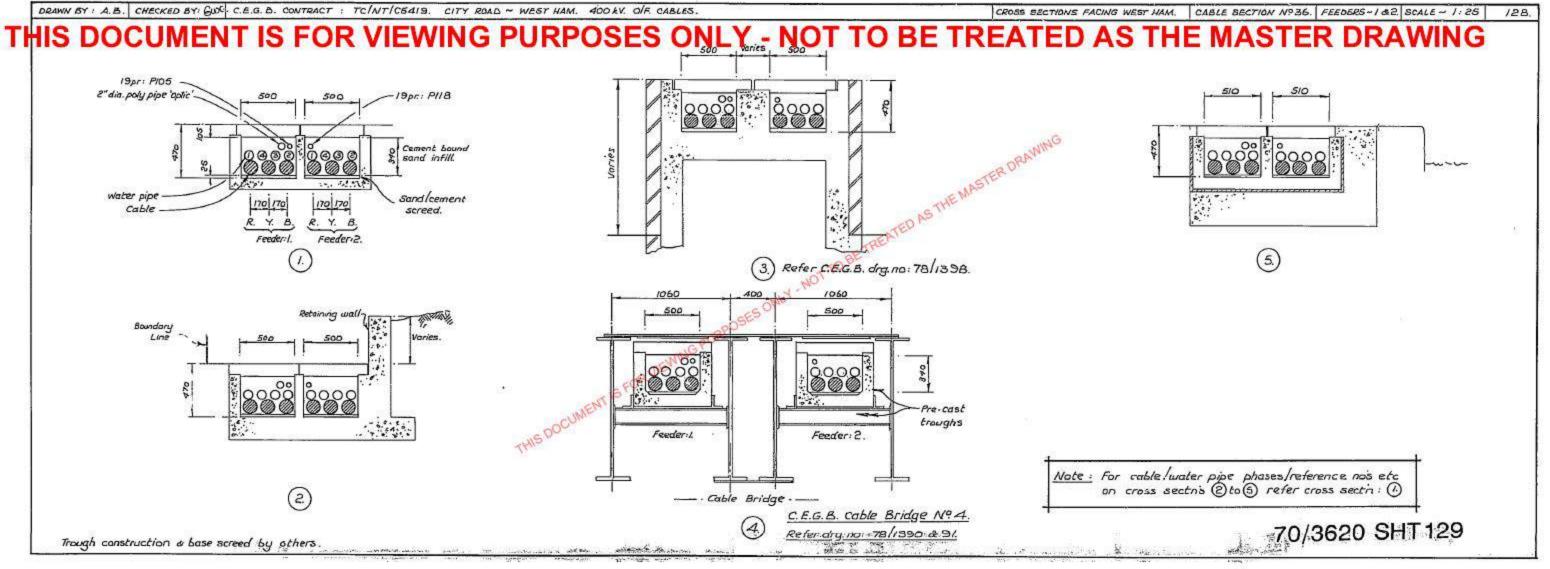
EATEDAS



THIS DOCUMENT IS FOR VIEWING PURPOSES ONLY - NOT TO BE TREATED AS THE MASTER DRAWING







Dear Sir/Madam,

Thank you for submitting your recent plant enquiry.

Based on the information provided, I can confirm that Energetics does not have any plant within the area(s) specified in your request.

Please be advised that it may take around 10 working days to process enquiries. In the unlikely event that you have been waiting longer than 10 working days, or require further assistance with outstanding enquiries, please call.

Please ensure all plant enquiries are sent to

Regards

From: utility.reports@emapsite.com [mailto:utility.reports@emapsite.com]
Sent: 11 March 2015 10:26
To: Plant 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: EMS00347

Utility Reports

From: Sent: To: Subject: Attachments:

24/03/2015

LinesearchbeforeUdig Ref: 6601423 Your Ref: EMS00347

Dear Sir/Madam,

Further to your enquiry received on 24/03/2015 09:19:12 AM please find attached the ESP Utilities Group (ESP) response to your enquiry.

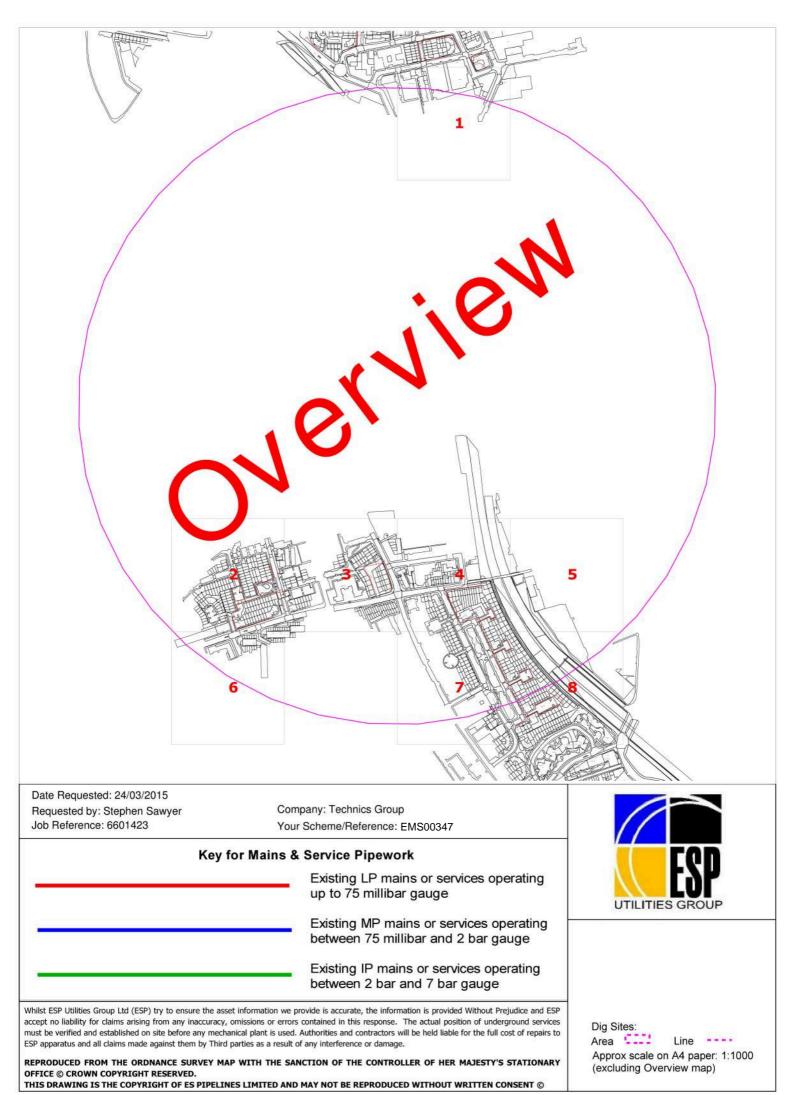
If your proposed work site was found to be in the vicinity of ESP plant, project drawing as laid extracts for these sites are enclosed (not to scale) for your information which show the approximate location of the ESP gas network close to the area of interest.

As your plans for the proposed work develop you are required to keep ESP regularly updated about the extent and nature of your proposed works in order for us to fully establish whether any additional precautionary or diversionary works are necessary to protect our gas network.

Arrangements can be set in place so that one of our representatives can meet on site (date to be agreed) and we will be happy to discuss the impact of your proposals on the gas network once we have received the details.

ESP are continually constructing new gas and electricity networks and this notification is valid for 90 days from the date of this letter. If your proposed works start after this period of time, please re-submit your linesearchbeforeUdig enquiry.

The attached files are in PDF format, to view them you will need Adobe Acrobat Reader(R). You can download it free of charge from <u>http://get.adobe.com/reader</u>



Plans generated by DigSAFE Pro (tm) software provided by PelicanCorp

RUGO SOLARE		
Date Requested: 24/03/2015 Requested by: Stephen Sawyer Job Reference: 6601423	Company: Technics Group Your Scheme/Reference: EMS00347	
Key fo	Existing LP mains or services operating	FSP
	up to 75 millibar gauge Existing MP mains or services operating between 75 millibar and 2 bar gauge	UTILITIES GROUP
	Existing IP mains or services operating between 2 bar and 7 bar gauge	
accept no liability for claims arising from any inaccuracy, o must be verified and established on site before any mechan ESP apparatus and all claims made against them by Third p REPRODUCED FROM THE ORDNANCE SURVEY MAP OFFICE © CROWN COPYRIGHT RESERVED.	information we provide is accurate, the information is provided Without Prejudice and ESP missions or errors contained in this response. The actual position of underground services ical plant is used. Authorities and contractors will be held liable for the full cost of repairs to	Dig Sites: Area Line Approx scale on A4 paper: 1:1000 (excluding Overview map)



Key for Mains & Service Pipework

Existing LP mains or services operating up to 75 millibar gauge

Existing MP mains or services operating between 75 millibar and 2 bar gauge

Existing IP mains or services operating between 2 bar and 7 bar gauge

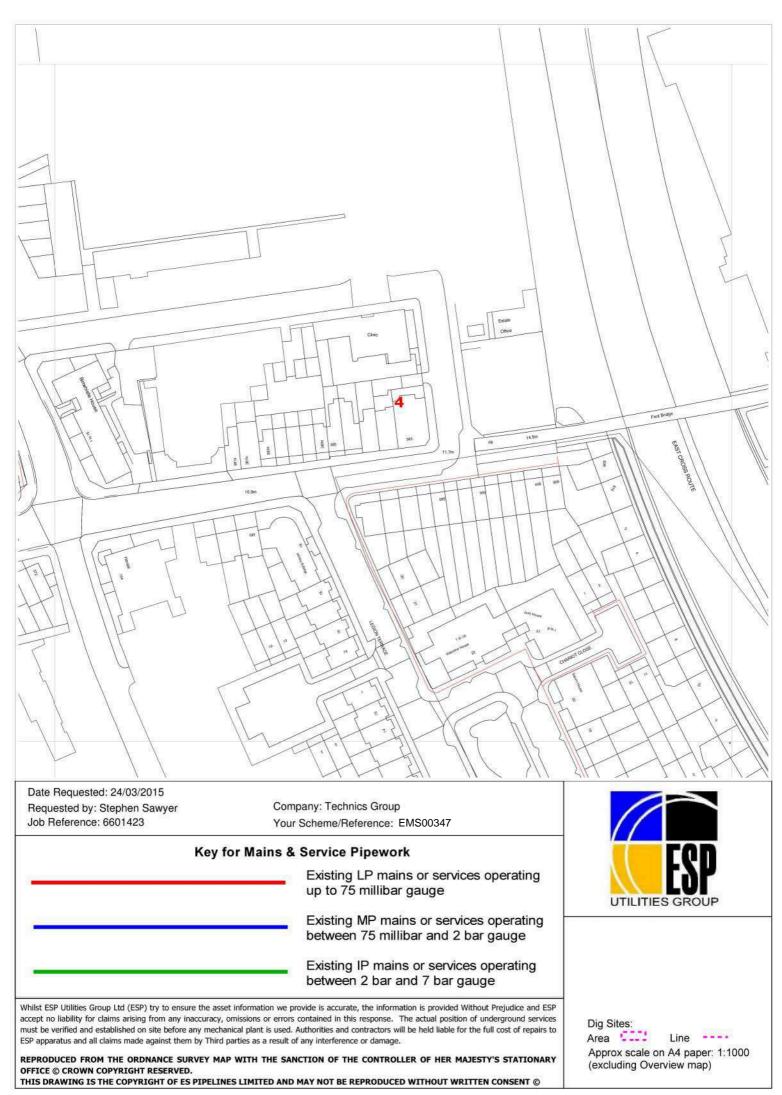
Whilst ESP Utilities Group Ltd (ESP) try to ensure the asset information we provide is accurate, the information is provided Without Prejudice and ESP accept no liability for claims arising from any inaccuracy, omissions or errors contained in this response. The actual position of underground services 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 ESP apparatus and all claims made against them by Third parties as a result of any interference or damage.

REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF HER MAJESTY'S STATIONARY OFFICE © CROWN COPYRIGHT RESERVED. THIS DRAWING IS THE COPYRIGHT OF ES PIPELINES LIMITED AND MAY NOT BE REPRODUCED WITHOUT WRITTEN CONSENT © Dig Sites: Area Line Approx scale on A4 paper: 1:1000 (excluding Overview map)

UTILITIES GROUP

Plans generated by DigSAFE Pro (tm) software provided by PelicanCorp

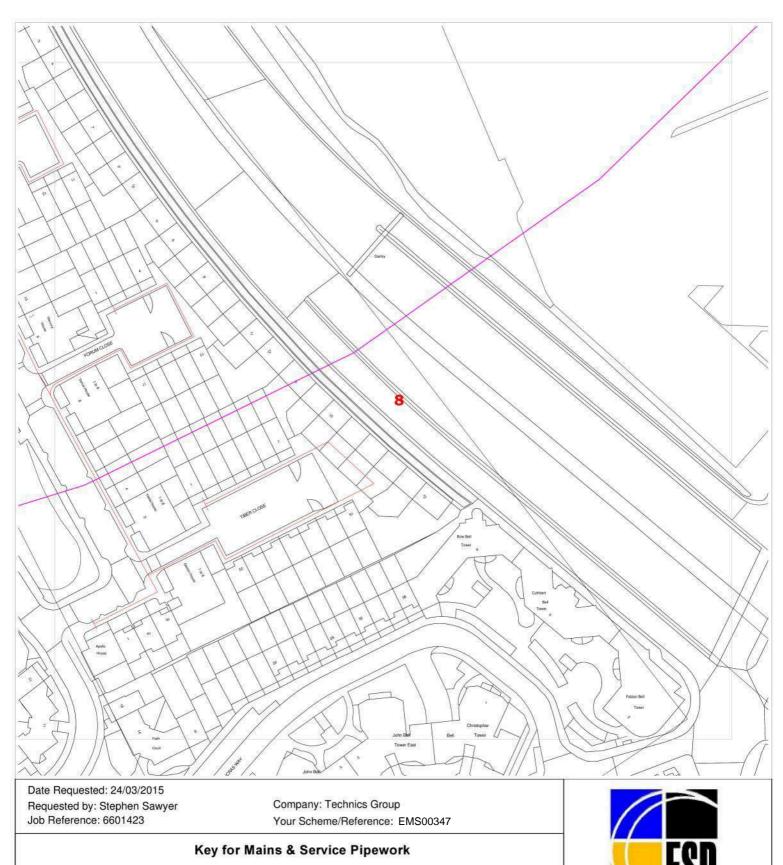
Date Requested: 24/03/2015 Requested by: Stephen Sawyer Job Reference: 6601423	Company: Technics Group Your Scheme/Reference: EMS00347	
Key	for Mains & Service Pipework Existing LP mains or services operating up to 75 millibar gauge	ESP
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Date Requested: 24/03/2015 Requested by: Stephen Sawyer	Company: Technics Group	
Job Reference: 6601423	Your Scheme/Reference: EMS00347 or Mains & Service Pipework Existing LP mains or services operating up to 75 millibar gauge Existing MP mains or services operating between 75 millibar and 2 bar gauge	UTILITIES GROUP
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Date Requested: 24/03/2015 Requested by: Stephen Sawyer Job Reference: 6601423 Key f	Company: Technics Group Your Scheme/Reference: EMS00347 For Mains & Service Pipework Existing LP mains or services operating up to 75 millibar gauge	UTILITIES GROUP
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Existing LP mains or services operating up to 75 millibar gauge

Existing MP mains or services operating between 75 millibar and 2 bar gauge

Existing IP mains or services operating between 2 bar and 7 bar gauge

Whilst ESP Utilities Group Ltd (ESP) try to ensure the asset information we provide is accurate, the information is provided Without Prejudice and ESP accept no liability for claims arising from any inaccuracy, omissions or errors contained in this response. 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 ESP apparatus and all claims made against them by Third parties as a result of any interference or damage.

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Dig Sites: Area Line Approx scale on A4 paper: 1:1000 (excluding Overview map)

UTILITIES GROUF

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PRECAUTIONS TO BE TAKEN WHEN CARRYING OUT WORK IN THE VICINITY OF UNDERGROUND GAS PIPES

ADVICE TO SITE PERSONNEL

MANAGEMENT NOTE

Please ensure that a copy of this note is read by your site management and to your site operatives.

Early consultation with ESP Utilities Group prior to excavation is recommended to obtain the location of plant and precautions to be taken when working nearby.

This Guidance Note should be read in conjunction with the Health and Safety Executive guidance HSG47 "Avoiding danger from underground services".

Introduction

Damage to ESP Utilities Group's plant can result in uncontrolled gas escapes which may be dangerous. In addition these occurrences can cause expense, disruption of work and inconvenience to the public.

Various materials are used for gas mains and services. Cast Iron, Ductile Iron, Steel and Plastic pipes are the most widely found. Modern Plastic pipes are either bright yellow or orange in colour.

Cast Iron and Ductile Iron water pipes are very similar in appearance to Cast Iron and Ductile Iron gas pipes and if any Cast Iron or Ductile Iron pipe is uncovered, it should be treated as a gas pipe. ESP Utilities Group do not own any metallic gas pipes but their gas network infrastructures may be connected to Cast Iron, Ductile Iron or Steel pipes owned by Transco.

The following general precautions apply to Intermediate Pressure (2-7barg MOP), Medium Pressure (75mbarg-2barg MOP), Low Pressure (up to 75mbarg MOP) and other gas mains and services likely to be encountered in general site works and are referred to within this document as '**pipes**'.

Locating Gas Pipes

It should be assumed when working in urban and residential areas that gas mains and services are likely to be present. On request, ESP Utilities Group will give approximate locations of pipes derived from their records. The records do not normally show the position of service pipes but their probable line can be deducted from the gas meter position. ESP Utilities Group's staff will be pleased to assist in the location of gas plant and provide advice on any precautions that may be required. The records and advice are given in good faith but cannot be guaranteed until hand excavation has taken place. Proprietary pipe and cable locators are available although generally these will not locate plastic pipes.

Safe working Practices

To achieve safe working conditions adjacent to gas plant the following must be observed:

Observe any specific request made by ESP Utilities Group's staff.

Gas pipes must be located by hand digging before mechanical excavation. Once a gas pipe has been located, mechanical excavation must proceed **with care**. A mechanical excavator must not in any case be used within 0.5 metre of a gas pipe and greater safety distances may be advised by ESP Utilities Group depending on the mains maximum operating pressure (MOP).

Where heavy plant may have to cross the line of a gas pipe during construction work, the number of crossing points should be kept to a minimum. Crossing points should be clearly indicated and crossings at other places along the line of the pipe should be prevented.

Where the pipe is not adequately protected by an existing road, crossing points should be suitably reinforced with sleepers, steel plates or a specially constructed reinforced concrete raft as necessary. ESP Utilities Group staff will advise on the type of reinforcement necessary.

No explosives should be used within 30 metres of any gas pipe without prior consultation with ESP Utilities Group.

ESP Utilities Group <u>must</u> be consulted prior to carrying out excavation work within 10 metres of any above ground gas installation.

Where it is proposed to carry out piling or boring within 15 metres of any gas pipe, ESP Utilities Group should be consulted prior to the commencement of the works.

Access to gas plant must be maintained at all times during on site works.



Proximity of Other Plant

A minimum clearance of 300 millimetres (mm) should be allowed between any plant being installed and an existing gas main to facilitate repair, whether the adjacent plant be parallel to or crossing the gas pipe. No apparatus should be laid over and along the line of a gas pipe irrespective of clearance.

No manhole or chambers shall be built over or around a gas pipe and no work should be carried out which results in a reduction of cover or protection over a pipe, without consultation with ESP Utilities Group.

Support and Backfill

Where excavation of trenches adjacent to any pipe affects its support, the pipe must be supported to the satisfaction of ESP Utilities Group and must not be used as an anchor or support in any way. In some cases, it may be necessary to divert the gas pipe before work commences.

Where a trench is excavated crossing or parallel to the line of the gas pipe, the backfill should be adequately compacted, particularly beneath the pipe, to prevent any settlement which could subsequently cause damage to the pipe.

In special cases it may be necessary to provide permanent support to the gas pipe, before backfilling and reinstatement is carried out. Backfill material adjacent to gas plant must be selected fine material or sand, containing no stones, bricks or lumps of concrete, etc., placed to a minimum depth of 150mm around the pipes and well compacted by hand. No power compaction should take place until 300 mm of selected fine fill has been suitably compacted.

If the road construction is in close proximity to the top of the gas pipe, a "cushion" of selected fine material such as sand must be used to prevent the traffic shock being transmitted to the gas pipe. The road construction depth must not be reduced without permission from the local Highway Authority.

No concrete or other hard material must be placed or left under or adjacent to any Cast Iron pipe as this may cause fracture of the pipe at a later date.

Concrete backfill should not be used closer than 300 mm to the pipe.

Damage to Coating

Where a gas pipe is coated with special wrapping and this is damaged, even to a minor extent ESP Utilities Group must be notified so that repairs can be made to prevent future corrosion and subsequent leakage.

Welding or "Hot Works"

When welding or other "hot works" involving naked flames are to be carried out in close proximity to gas plant and the presence of gas is suspected, ESP Utilities Group must be contacted before work commences to check the atmosphere. Even when a gas free atmosphere exists care must be taken when carrying out hot works in close proximity to gas plant in order to ensure that no damage occurs.

Particular care must be taken to avoid damage by heat or naked flame to plastic gas pipes or to the protective coating on other gas pipes.

Leakage from Gas Mains or Services

If damage or leakage is caused or an escape of gas is smelt or suspected the following action should be taken at once:

- Remove all personnel from the immediate vicinity of the escape;
- Contact Transco's National Gas Escape Call Centre, on: 0800 111 999;
- Prevent any approach by the public, prohibit smoking, extinguish all naked flames or other source of ignition for at least 15 metres from the leakage;
- Assist gas personnel, Police or Fire Service as requested.

Utility Reports

From:

Sent: To: Subject: Attachments:

Warning: GTC Apparatus Exists in This Area

Our Plant Enquiry Service Ref: 97606 Your Enquiry Ref: EMS00347

Dear Utility,

Thank you for your enquiry concerning apparatus in the vicinity of your proposed work. For your records, the search area is shown in the attached map.

Please click on the links below to download copies of the relevant utility asset drawings locating our assets in the area which you identified. These drawings are grouped by our relevant network reference, should you need to contact us regarding any of our networks please quote this reference. Links to files will remain live for 10 days. If you do not download these files within this period you will need to submit a new enquiry – this will ensure you have an up-to-date copy of our asset records.

PLEASE NOTE: Where drawings are large, these have been provided in smaller segments. A drawing index is provided as the first file listed for each network reference (example of a network reference: N1234567) shown below. This is intended to help you find the drawing relevant to you more quickly. Please take care to ensure that you use the relevant drawings for every network listed below as we may have multiple networks and multiple utilities in this area.

N0003185-1

Gas

• <u>N0003185-1.png</u>

This information is for guidance only and the precise position of the plant must be established, prior to your works, using hand-digging methods only. The contractor will be held responsible for any damage caused to our asset. 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
- Independent Fibre Networks Limited
- Independent Community Heating Limited

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

All works in the vicinity of our networks should be undertaken in accordance with the attached document "GU-DPR-IG-0022: Safe working in the vicinity of utility networks". Reference should also be made to HSG47 Avoiding Danger from Underground Services.

Important: The area of your proposed works may contain gas mains operating at Medium and Intermediate Pressure tiers or electric cables operating at High Voltage – please refer to the network drawings included with this email. If your proposed works are likely to involve excavation within 10 metres of any of these assets, including but not limited to gas governors and electric substations you MUST inform GTC Plant Enquiries by calling 01359 240363 and quoting your Plant Enquiries Service Reference number.

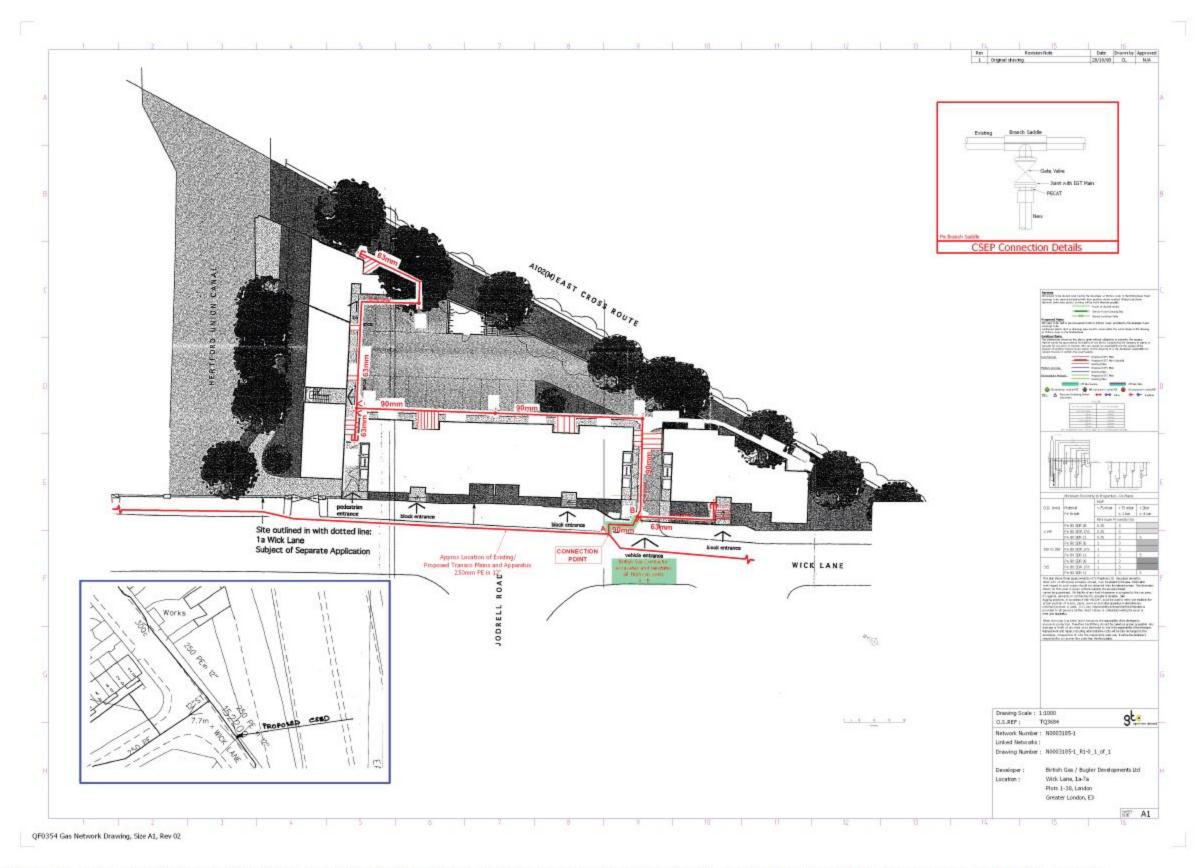
Important: Drawings provided by this service may include utility assets not owned or managed by GTC. Conversely our drawings will NOT display assets from all third parties. It is your responsibility to ensure you have requested information from all utility asset owners.

<u>Gas</u> Escape or Damage MUST be reported on 0800 111 999. National Grid / DNGT will attend to make safe and repair. <u>Electricity</u> Network Damage MUST be reported to ENC on 0800 032 6990. <u>Water</u> Network Damage MUST be reported to IWNL on 02920 028 711 <u>Fibre</u> Network Damage MUST be reported to IFNL on 0845 051 1669

Thank you for using the GTC Plant Enquiries Service.

Your sincerely,

GTC Plant Enquiry Service



GTC Plant Enquiry. Our Ref 97606, Your Ref GRS00347 generated for utility.reports@technicsgroup.com at 24/03/2015 09:24:46. This drawing is reproduced from our records archive at the time of enquiry.

GU-DPR-IG-0022



SAFE WORKING IN THE VICINITY OF UTILITY NETWORKS

(Refer to the HSE Guidance Document HSG47)

General

- 1. It is imperative that all works are carried out in accordance with the guidance provided by the HSE in their document HSG47 "Avoiding Danger from Underground Services", ISBN 0-7176-1744-0. No party should carry out any excavation works or other intrusive works such as piling, blasting or demolition without following the guidance in HSG47.
- 2. We own gas, electricity, water and fibre apparatus located in the highway, private property and through the countryside. Some plant may be located in land for which a wayleave or easement has been granted & there may be no surface evidence of the presence of apparatus.
- 3. Ensure that you have obtained detailed plans of existing and proposed gas, electricity water and fibre networks.
- 4. The position of the networks should be pinpointed as accurately as possible by reference to the plans and by means of a locating device, which has been tested and calibrated within the last twelve months.

Excavation work should be carried out where applicable, and carefully follow recognised safe digging practices. Once a locating device has been used to determine position and route, excavation may proceed; trial holes should be dug using suitable hand tools to confirm the position of buried networks. During excavation the locating device should be reused to check position and route of buried apparatus.

- 5. Hand-held power tools can damage buried apparatus and should be used with care until the exact position has been determined. They may only be used to break a paved or concrete surface above the network, unless there are any indications that the network is particularly shallow, in such circumstances, accuracy of plant location is determined and excavation initiated adjacent to the apparatus.
- 6. No manhole, chamber or other structure should be built over, around or under the network. Such structures, other pipes, ducts and cables should be laid to provide a minimum clearance from the network of 300mm or 1.5 times the diameter of the network, whichever is the greater. No work should be carried out if this minimum clearance cannot be met or which results in a reduction of cover or protection over the network, without first consulting GTC.
- 7. Where an excavation uncovers a network apparatus the backfill should be adequately compacted, particularly beneath the network, to prevent any settlement, which would subsequently damage the network. Backfill material adjacent to the network should be selected fine material or sand, containing no stones, bricks or lumps of concrete etc. and should be suitably compacted to give comparable support and protection to that provided before excavation. No power compaction should take place until 200mm cover of selected fine fill has been suitably compacted by hand tools.



- 8. If the road construction is close to the top of the network, GTC should be asked about necessary precautions. The road construction depth should not be reduced without permission from the local Highway Authority.
- 9. Costs incurred by GTC through direct or consequential damage will be recharged.

Precautions for Gas Networks

- 10. Plans do not always show the presence of gas pipes cables (from the gas main to premises) but their existence should be assumed.
- 11. The depth of cover for gas mains is normally 750mm in carriageways and grass verges and 600mm in footways. The depth of cover for gas services is normally 450mm. Remember these covers are to finished level, you may be working in an area, which will be made up or lowered at a later date.
- 12. Plastic gas pipes should be located by hand digging before mechanical excavation begins. When the positions and depth of the pipes have been determined, work can proceed.
- 13. The danger created by damaging a gas pipe with an excavator is much greater than if the damage is done with a hand-held power tool (the opposite is true for work near electricity cables and this is reflected in the different safe digging practices). Gas pipes may have projections such as valve housings, which are not shown on the plans and to allow for this mechanical excavators should not be used within 500mm of a gas pipe.
- 14. If a gas leak is suspected, the following action should be taken immediately:
 - Remove all people from the immediate vicinity of the escape. If the service connection to a building or the adjacent main has been damaged, warn the occupants to leave the building, and any adjoining building, until it is safe for them to return. It is important to note that a mechanical excavator may not only cause damage/leakage at the point of impact. For example, damage to a service connection outside the building. Gas leaking from the damage inside or gas travelling along the line of the service connection pipe from outside the building.
 - Prohibit smoking, and extinguish all naked flames and other sources of ignition i.e. stop excavator and compressor engines within at least 5.0m of the leak.
 - Inform National Grid by dialling **0800 111 999**
 - Remain on site.
 - Assist National Grid staff, Police or Fire Services as requested.
- 15. Where gas pipes cross or are parallel and close to excavations, changes in backfill etc. may cause differential ground settlement and increased stress in the pipe. For pipes parallel and close to excavations, the degree of risk depends upon the depth of the excavation, the distance of the pipe from the excavation, the type of soil and any excessive loading from heavy construction plant and materials. Wherever excavation works may affect the support of the gas pipe or cause excessive loading over the gas pipe then GTC must be consulted.



- 16. No concrete or other hard material should be placed or left under or adjacent to any gas pipe as this can cause pipe fracture at a later date. Concrete backfill should not be used within 300mm of a gas pipe.
- 17. Where an excavation uncovers a gas pipe with a damaged wrapping, GTC should be told, so that repairs can be made to prevent future corrosions and leakage.
- 18. Pipe restraints or thrust blocks close to gas mains should never be removed.
- 19. Anyone who carries out work near underground gas plant should observe any specific requirements made by the site manager, and ensure that access to the plant by National Grid Gas and GTC staff is available at all times. No unauthorised repairs to gas pipes should be made.
- 20. Where excavation is within 5 metres proximity to above or below ground pressure control equipment, ground workers must be aware of the possibility of encountering small impulse pipe work that is more susceptible to damage.
- 21. Where PE pipes and cables have been exposed and it is intended hot work (e.g. welding, grinding, etc) be carried out, contact must be made with GTC to confirm additional precautions and actions that may require to be undertaken.
- 22. GTC should be consulted if it is intended to carry out any of the following activities:
 - using explosives within 30m of gas pipes or 400m of gas pressure reduction equipment
 - piling or boring within 15m of gas plant
 - excavating within 10m of pressure reduction equipment
 - reducing the cover or protection of a gas pipe
 - carrying out nearby deep excavations
 - working near our intermediate pressure (IP) mains.

Precautions for Electricity Networks

- 23. Plans do not always show the presence of electric service cables (from the electricity main to premises) but their existence should be assumed.
- 24. In most cases there will be no permanent surface marker posts or other visible indication of the presence of a buried cable. Even if no cables are shown on plans or detected by a locator, there may still be cables present, which could be live and a close watch should be kept for any signs which could indicate their presence such as marker tape, tape tile, concrete tiles and wooden battens. Any marker which is disturbed by our excavations must be replaced once work is completed.
- 25. Typically underground cables are laid in trenches between 450mm and 1.0m deep, although some high voltage cables will be deeper, however, depths should never be assumed.
- 26. A cable is positively located only when it has been safely exposed. Even then, digging should still proceed with care as there may be other cables adjacent or lower down.



- 27. Occasionally, cables are terminated in the ground by means of a seal, sometimes with external mechanical protection. These "pot ended" or "bottle ended" cables should be treated as live and should not be assumed to be abandoned or disused. They can be difficult to detect with locators even when "live".
- 28. Using hand held power tools to break up hard surfaces often leads to accidents. Where practicable, such power tools should only be used 500mm or more away from the indicated line of a cable buried in or below a hard surface. Having done so, the cable should then be positively located by careful hand digging under the hard surface. The hard surface should be gradually removed until the cable is exposed. If the cable is not exposed then it must be assumed to be embedded within the surface. Where possible a cable locator should be used as a depth guide down the side of the excavation.
- 29. Because of the difficulty in confirming depth, hand held power tools should never be used over the cable unless either:
 - the cable has already been exposed by digging under the surface to be broken out and it is at a safe depth (at least 300mm) below the bottom of the hard surface material; or
 - physical precautions have been taken to prevent the tool striking the cable.
- 30. Excavating close to electricity cables buried in concrete is dangerous and should not be undertaken unless the cable(s) have been isolated. For this reason alone electricity cables should not be buried in concrete.
- 31. Using mechanical means to break up concrete can cause damage to cables and if the cable is live, anyone present is likely to be injured.
- 32. Where mechanical excavators are used in the possible vicinity of underground cables, the work should be arranged so that damage to cables is avoided so far as is reasonably practicable and so that everyone is kept well clear of the excavator bucket while it is digging. Drivers should have been instructed to stay in the cab if a cable is struck. If they have to leave the cab, they should jump clear. If drivers climb down, they may be electrocuted. When a cable is struck, a watch should be kept on the machine and no one should go down into the excavation or approach the mechanical excavator or the cable until GTC are contacted and arranged for the damaged cable to be made safe.
- 33. Where cables have been exposed:
 - any damage should be reported to GTC immediately on 0800 032 6990 and work should not be undertaken in the vicinity of a damaged cable until GTC has investigated its condition;
 - for more than 1.0m and they cross a trench, support should be provided. If the exposed cable length is shorter than 1.0m support should still be considered if joints have been exposed or the cable appears otherwise vulnerable to damage. Where advice and help is needed contact GTC;



- Suitable precautions should be taken to prevent damage from on-going work in the excavation. This may involve for example the use of physical means (e.g. timber boards, sandbags etc) to prevent mechanical damage. Materials or equipment which could damage or penetrate the outer sheath of the cable should not be used. Cables lying in the bottom of an excavation are particularly vulnerable and should be protected by nail free wooden planks, troughing or other suitable means;
- cables should not be moved aside unless the operation is supervised by GTC;
- Precautions should be taken to prevent access by members of the public.
- 34. GTC should be consulted if it is intended to carry out any of the following activities:
 - using explosives within 30m of plant or substations piling or boring within 15m of electric plant
 - excavating within 10m of a substation
 - carrying out nearby deep excavations
 - working near our HV plant.

Precautions for Water Networks

- 35. Plans do not always show the presence of water service cables (from the water main to premises) but their existence should be assumed.
- 36. The depth of cover for water mains is normally 750mm in carriageways and grass verges and 750mn footways. The depth of cover for water services is normally 450mm. Remember these covers are to finished level, you may be working in an area, which will be made up or lowered at a later date.
- 37. Water mains should be located by hand digging before mechanical excavation begins. When the positions and depth of the pipes have been determined, work can proceed.
- 38. The danger created by damaging a water pipe with an excavator is much greater than if the damage is done with a hand-held power tool (the opposite is true for work near electricity cables and this is reflected in the different safe digging practices). Water pipes may have projections such as valve housings, which are not shown on the plans and to allow for this mechanical excavators should not be used within 500mm of a water pipe.
- 39. If a water leak is suspected, the following action should be taken immediately:
 - Remove all people from the immediate vicinity of the damage. It is important to note that a mechanical excavator may not only cause damage/leakage at the point of impact. For example, damage to a service connection outside the building may result in further, unseen damage to the connection inside the building.
 - Shut down all working plant and machinery in the vicinity of the damage
 - Inform IWNL by dialling **02920 028 711**.
 - Remain on site.



- Do not attempt to make a repair.
- Assist GTC, approved contractors and Police or Fire Services as requested.
- 40. Where water pipes cross or are parallel and close to excavations, changes in backfill etc. may cause differential ground settlement and increased stress in the pipe. For pipes parallel and close to excavations, the degree of risk depends upon the depth of the excavation, the distance of the pipe from the excavation, the type of soil and any excessive loading from heavy construction plant and materials. Wherever excavation works may affect the support of the water pipe or cause excessive loading over the water pipe then GTC must be consulted.
- 41. No concrete or other hard material should be placed or left under or adjacent to any water pipe as this can cause pipe fracture at a later date. Concrete backfill should not be used within 300mm of a water pipe.
- 42. Where an excavation uncovers a water pipe with a damaged wrapping, GTC should be told, so that repairs can be made to prevent future corrosions and leakage.
- 43. Pipe restraints or thrust blocks close to water mains should never be removed.
- 44. Anyone who carries out work near underground water plant should observe any specific requirements made by the site manager, and ensure that access to the plant by GTC staff is available at all times. No unauthorised repairs to water pipes should be made.
- 45. Where PE pipes and cables have been exposed and it is intended hot work (e.g. welding, grinding, etc) be carried out, contact must be made with GTC to confirm additional precautions and actions that may require to be undertaken.
- 46. GTC should be consulted if it is intended to carry out any of the following activities:
 - using explosives within 30m of plant
 - piling or boring within 15m of water plant
 - excavating within 10m of water asset structures
 - reducing the cover or protection of a water main or service
 - carrying out nearby deep excavations

Precautions for Fibre Networks

- 47. Plans may not always show the presence of fibre ducts but their existence should be assumed if GTC advise they have fibre services deployed in the given area. Any planned excavation work should only proceed with due care and attention.
- 48. Chambers with IFNL marked lids can be used as an onsite indictor that GTC have fibre plant deployed in a given area however an exclusion of their presence does not necessarily mean there is no plant present.
- 49. In most cases there will be no permanent surface marker posts or other visible indication of the presence of a buried fibre duct. Even if no ducts are shown on plans there may still be ducts present which could have live fibre service installed. A close watch should be kept for any signs which could indicate duct presence such as marker tape. Any marker which is disturbed by our excavations must be replaced once work is completed.



- 50. The depth of cover for fibre duct is normally 350mm in footways and grass verges, 600mm in carriageways and 1000mm in agricultural deployments. Remember these covers are to finished level, you may be working in an area, which will be made up or lowered at a later date.
- 51. Fibre ducts should be located by hand digging before mechanical excavation begins. When the positions and depth of the ducts have been determined, work can proceed. Even then, digging should still proceed with care as there may be other ducts adjacent or lower down.
- 52. If fibre duct damage is suspected, the following action should be taken immediately:
 - Remove all people from the immediate vicinity of the damage. It is important to note that a mechanical excavator may not only cause damage at the point of impact. For example, damage to a fibre connection outside the building may result in further, unseen damage to the connection inside the building.
 - Shut down all working plant and machinery in the vicinity of the damage
 - Inform IFNL NOC immediately on **0845 051 1669**.
 - Remain on site.
 - Do not attempt to make a repair.
- 53. Where fibre ducts cross or are parallel and close to excavations, changes in backfill etc. may cause differential ground settlement and increased stress on the duct. For ducts parallel and close to excavations, the degree of risk depends upon the depth of the excavation, the distance of the duct from the excavation, the type of soil and any excessive loading from heavy construction plant and materials. Wherever excavation works may affect the support of the fibre duct or cause excessive loading over the fibre duct then GTC must be consulted.
- 54. No concrete or other hard material should be placed or left under or adjacent to any fibre duct as this can cause damage to the duct at a later date. Any backfill should comply with the requirements of NRSWA. Concrete backfill should not be used within 300mm of a fibre duct.
- 55. Anyone who carries out work near underground fibre plant should observe any specific requirements made by the site manager, and ensure that access to the plant by GTC staff is available at all times. No unauthorised repairs to fibre ducts should be made.
- 56. Where fibre ducts have been exposed and it is intended hot work (e.g. welding, grinding, etc) be carried out, contact must be made with GTC to confirm additional precautions and actions that may require to be undertaken.
- 57. GTC should be consulted if it is intended to carry out any of the following activities:
 - using explosives within 30m of plant or fibre asset structures
 - piling or boring within 15m of fibre plant
 - excavating within 10m of fibre asset structures (including the OSCP)
 - reducing the cover or protection of a fibre duct
 - carrying out nearby deep excavations

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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



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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.







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• 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 noncontractual 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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