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Serving the Midlands, South West and Wales

Contact Us

Mapping Enquiries:

General Enquiries: All areas 0121 623 9780

All areas

0800 096 3080

Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA 0800 6783 105

> Date Requested: 19/03/2020 Job Reference: 18006610 Site Location: 363511 179391 Requested by: Mr Dan Wright Your Scheme/Reference: BKL.U.02

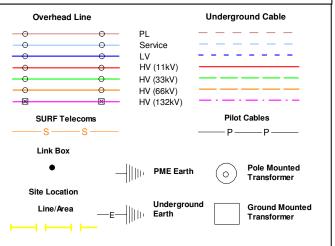
Exact Scales:

1:1250 Area or Circle dig site

1:500 Line dig site

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WESTERN POWER DISTRIBUTION

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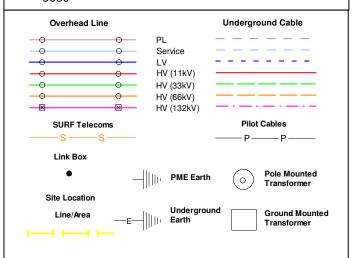
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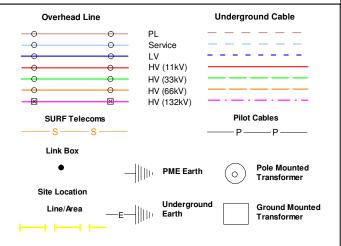
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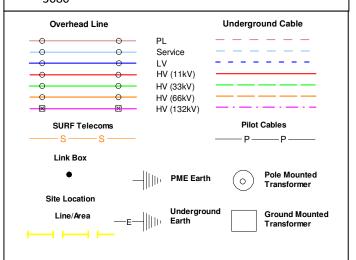
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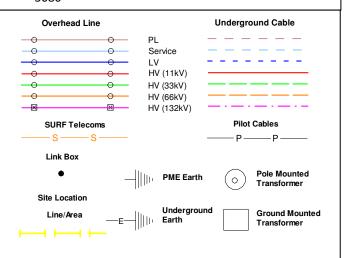
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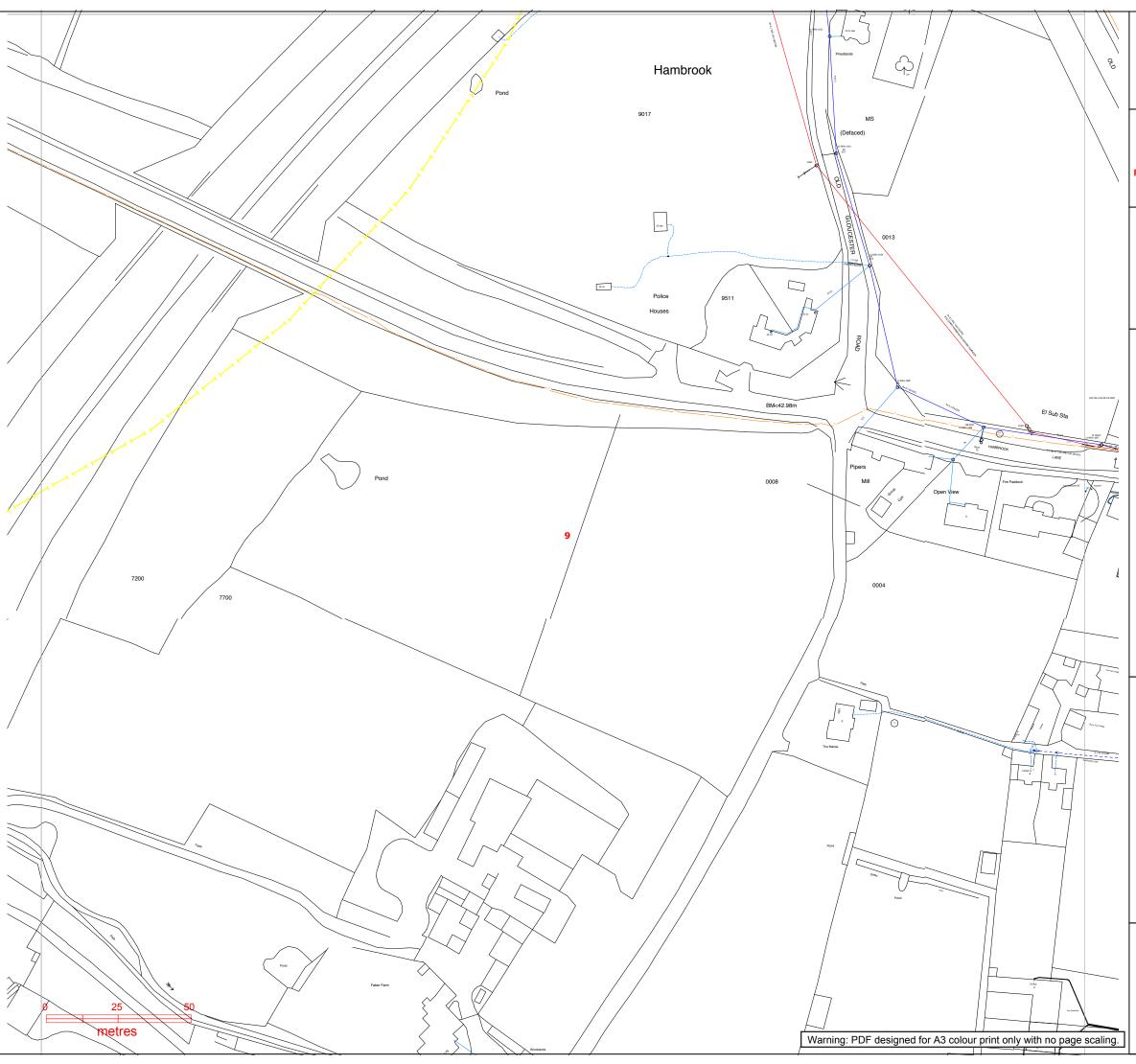
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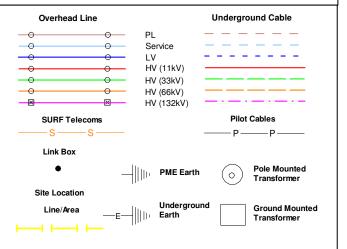
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Mr Dan Wright TDS Southern 54 Hillreed House Queen Street Horsham West Sussex

Western Power Distribution Avonbank Feeder Road St Philips Bristol

Our ref 3648264

RH13 5AD

Telephone: 01179 332176

Email: cvalentine@westernpower.co.uk

Date 14/04/20

BS2 OTB

Dear Sir/Madam,

Budget Estimate for electricity connection works by Western Power Distribution (South West) plc ("WPD") for the new supply at Hoodlands Farm, Hambrook Lane, Harry Stoke, BS34 8QG.

Thank you for your recent enquiry. I am pleased to provide an indication of WPD's likely costs to carry out the connection works for you ("the Budget Estimate").

Our estimate for this work is based upon the information you have provided and is shown below.

Estimated Connection	Total	£120,000
Charge		

Non-Contestable works are those works that only WPD can undertake. It is possible for you to get someone else to quote for the contestable part of the works. For further information please visit our website: https://westernpower.co.uk/Connections/Competition-in-Connections.aspx

Please note that the proposed works and estimated connection charge is for **guidance purposes** only and has been derived from a desk-top design exercise. It is non-binding and subject, in particular, to any legal permission, wayleaves and any other consents being successfully obtained. It is based on present day prices. It does not include the cost of any necessary on-site civil works, which should be provided by you at your expense.

Enclosures

Please also find enclosed:

- Our summary document entitled "Your Budget Estimate explained A guide outlining your options for obtaining an offer to connect to WPD's Distribution System"
- A drawing showing the indicative point of connection (POC) of the new assets to our existing distribution system, in relation to the proposed development.

Competition in Connections

The Budget Estimate is based upon WPD undertaking both the contestable and non-contestable connection works. You are able to seek competitive prices for some or all of the contestable elements.

You have the option to appoint an independent Connection Provider (ICP) or Independent distribution network operator (IDNO) to carry out some of the connection works, referred to as the Contestable Connection Works. Any connection works that can only be undertaken by WPD are referred to as Non-contestable Connection Works. See our enclosed Budget Estimate guide for more information.

Proposed Connection Works

Our estimate of the connection charge is for providing the following works:

Ring in new 800kVA sub to provide 644kVA of domestic load. Install 3 new LV feeders to provide 57 individual supplies. Substation location and LV routes to be confirmed (approximate costs included). Off site excavation by WPD contractor, on site works to be arranged by customer.

Progression to Connection Offer stage

This Budget Estimate is not a legally binding contract, but sets out the amount we reasonably estimate we would require you to pay for the connection works under a formal Connection offer.

If you would like us to undertake a more detailed analysis, including an assessment of any network reinforcement required we can provide a formal Connection Offer. Further information regarding how to apply is provided in our enclosed summary guide.

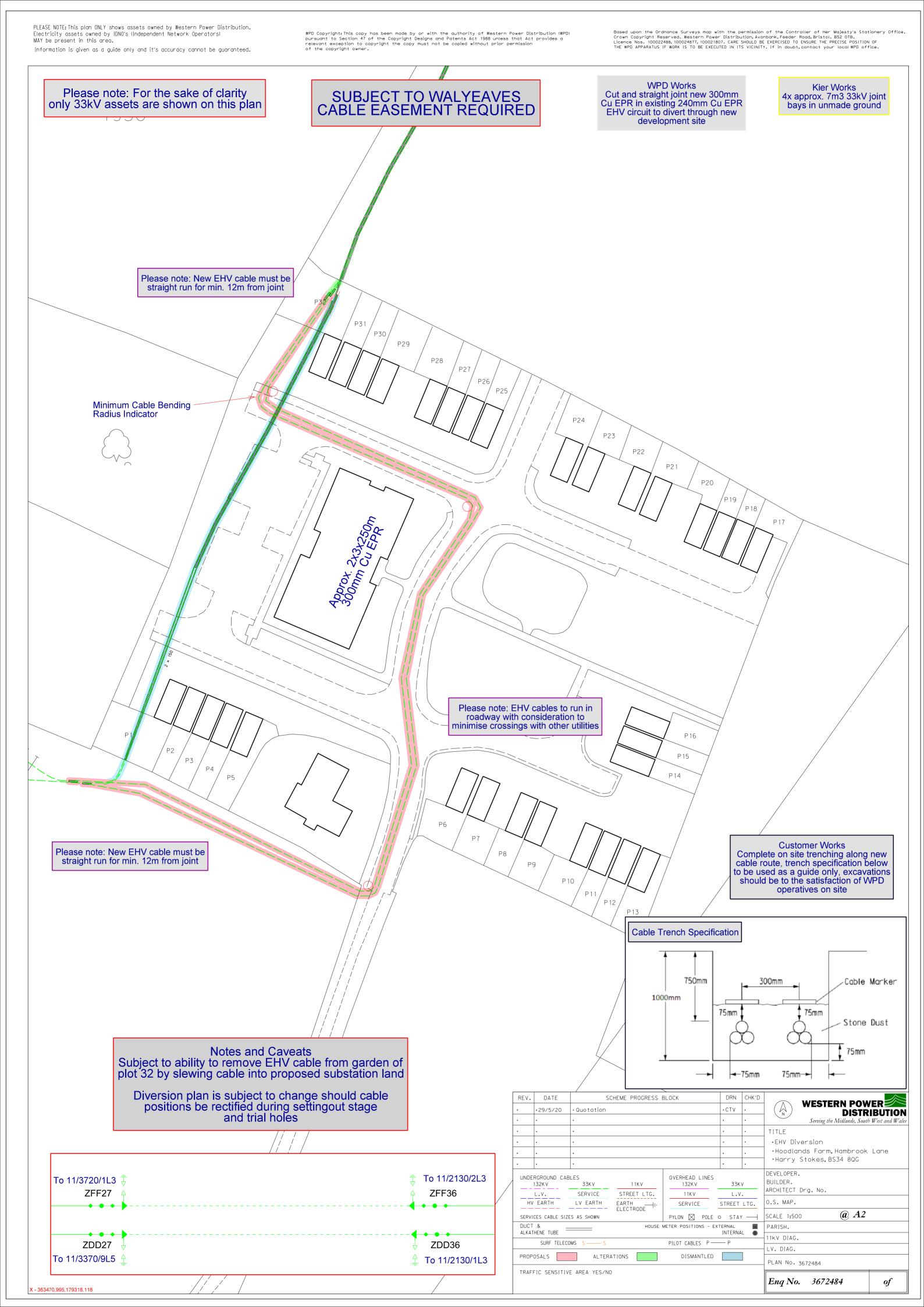
Upon receipt of your application we will carry out detailed network studies to finalise the design of the connection works (and any associated reinforcement works), and provide a Connection Offer detailing the works required, the associated costs, timescales, payment terms and conditions for the connection.

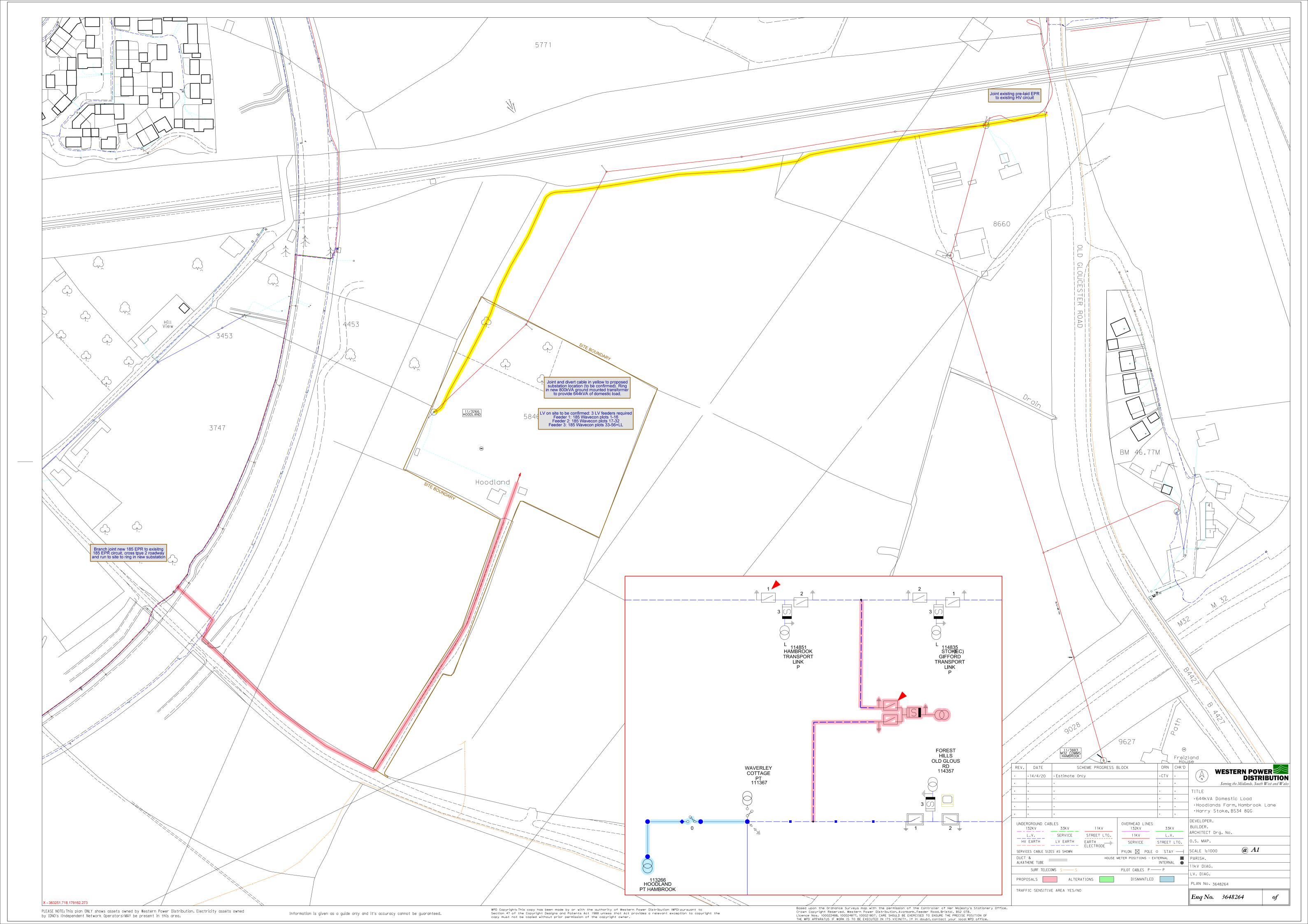
If you have any queries regarding this Budget Estimate please do not hesitate to contact me via the contact details at the top of this letter.

Yours sincerely,

Connor Valentine

Planner - Bristol North East







TDS Southern 54 Hillread House Queen Street Horsham West Sussex RH13 5AD Avonbank Feeder Road St Philips Bristol BS2 OTB

те!: 01179 332176 Fax: 01179 332110

e-mail: cvalentine@westernpower.co.uk

Date: 30 June 2020

Our Ref: 3672484

For the attention of: Dan Wright

Dear Sir,

Offer for works by Western Power Distribution ("WPD") (South West) plc at Hoodlands Farm, Hambrook Lane, Harry Stoke, BS34 8QG ("the Works").

Thank you for your enquiry. I am pleased to provide WPD's **Offer** to carry out the Works outlined below. The Offer comprises this letter ("the Offer Letter") and the following documents:

- a) Charge Statement reference 3672484 dated 30/6/20 stating the estimated charge for the Works ("the Charge");
- b) Plan number(s) 3672484 dated 29/5/20 showing the proposed works:
- c) Specific Conditions for WPD Works; and
- d) General Conditions for WPD Works;

Duration of Offer

WPD's Offer is open for acceptance for **ninety days** from the date of this letter after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within 6 months from the date of your acceptance.

Should the Works be incomplete at the end of the period WPD reserve the right to amend or withdraw this Offer.

The Offer is subject to obtaining any necessary wayleaves and consents. Should the necessary wayleaves and consents not be granted the Offer will be cancelled (at no cost to WPD) and a revised offer made. For the avoidance of doubt this may be after acceptance by you.

WPD's Works

WPD's Offer includes the following works:-

- Cut and divert 2 existing 240mm triplex EHV circuits around domestic development.
- Notes and Caveats:
 - Subject to ability to remove EHV cable from garden of plot 32 by slewing cable into proposed substation land
 - Diversion plan is subject to change should cable positions be rectified during setting-out stage and trial holes

WPD's Charges

WPD's Charge for the Works is shown on the enclosed Charge Statement.

It does not include the costs of the civil works, which should at your expense be provided by you. The Specific Conditions for WPD's Works attached outline any civil works that are required.

WPD's Charge excludes any contribution required for affording connection to any new development.

Payment

Payment of the Charge is required on acceptance of this Offer

Commencement Date

The proposed date for WPD's Works to commence will be discussed with you when WPD has received your acceptance of the Offer.

At this stage I anticipate WPD will need 16 weeks after acceptance of the Offer before starting the Works. Please note, however, this is an estimate only and is subject to change due to outage and contingency planning, COVID-19 and any other unforeseen circumstances. (This estimate includes lead in times for procuring materials and arranging the Works)

This estimated time-scale is not binding on WPD

Acceptance

The terms and conditions of WPD carrying out the Works are more particularly described in both the attached Specific and General Conditions for the Works. Please ensure that you read the aforementioned documents.

If you have any queries or are not satisfied with this Offer and after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my Distribution Manager: Christian Hjelm (telephone number 332145) If, following discussion with the Distribution Manager, we still cannot reach agreement please contact Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 OTB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website www.westernpower.co.uk If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service.

If you would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Charge Statement and return it to WPD at the address given at the top of this letter, together with payment as appropriate.

Yours faithfully,

Connor Valentine

Planner North East Bristol

Western Power Distribution (South West) plc

Important:

All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

WPD

Specific Conditions for the Works

BASIS OF INFORMATION

WPD's proposals are based on the information provided, as summarised below:-

Your enquiry dated 27/5/20

EXCAVATION AND DUCTS

Except where stated in WPD's Works, all on-site excavation, provision of a stonedust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths in pavement or private land shall be 530mm (min. cover over cable 450mm) and in roadway shall be 600mm (min. cover 520mm). Where cables are not protected in duct they must be blinded with 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

When installing cables in agricultural land, it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The recommended depths, as agreed with the National Farmer's Union is 1000mm depth for all LV and HV cable.

STORES

Where the Customer/Developer wishes WPD to supply the ducts and service tubing and the cost of these items have not already been included in this Offer, these may be purchased by arrangement with our Engineering Stores Office at Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP (Telephone 01392 - 352700 Fax 01392 352676).

Where the Customer/Developer wishes WPD to supply the ducts and service tubing and the cost of these items have already been included in this Offer, collection may be made by prior arrangement with the WPD Construction Team at local offices.

Usual Collection times:Monday to Thursday (0900 - 1530) hrs. Friday (0900 - 1430) hrs.
(To avoid disappointment, please check with local offices for individual collection times)
Draw cords are not provided by WPD

SAFETY

Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

Unless notified to the contrary, all existing cables must be assumed as live and all cables, including those that have been isolated remain the property of WPD.

STREET WORKS BY CUSTOMER/CONTRACTOR

A customer/developer intending to carry out trenchwork in the public highway must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

STREET LIGHTING

Please note that no provision has been made for new street lighting arrangements. If a new lighting scheme is planned, please contact us, enclosing details of the scheme. We will be pleased to provide a separate connection quotation.

TEMPORARY CONNECTIONS

This Offer does not include costs for any temporary site services that may be required on your development. Should a temporary supply be required please forward details to this office as soon as possible. An Offer will then be prepared and every effort made to meet your construction programme.

ADDITIONAL INFORMATION

• Other works to be provided by the Customer:- All trenching as per plan

WPD

General Conditions for the Works (the "General Conditions")

1. Definitions and Interpretation

- 1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.
- 1.2 Unless the context otherwise requires, the following words have the following meanings:
- "Act" means the Electricity Act 1989 as amended from time to time.
- "Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.
- "Charge Statement" means the statement showing details of the Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.
- "Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.
- "Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity, which forms part of the Distribution System.
- "Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.
- "Contestable Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.
- "Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).
- "Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Works as set out in the Specific Conditions.
- "Distribution System" means WPD's electricity distribution system.
- "Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation as appropriate and "Energise" shall be construed accordingly.
- "Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of subcontractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.
- "Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.
- "Non-contestable Works" means that part of the Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.

- "Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Works are to be carried out.
- 1.3 In this Agreement, unless the context otherwise requires:
- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1)Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, reenacts or supersedes it;
- (c) references to:
 - (i) any party include its permitted successors in title and permitted assigns:
 - clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement of Works and Conditions Precedent

- 2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Offer, the parties shall agree in writing a date for commencement of the Works.
- 2.2 WPD shall be under no obligation to commence the Works until the following Conditions Precedent have been met:
- (a) the Customer has
 - entered into the Agreement, pursuant to the Offer, by WPD by completing, signing and returning the Letter of Acceptance or Charge Statement, as appropriate;
 - (ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Works to commence;
 - (iii) complied with its obligations under clauses 3 and 4.1; and
 - (iv) made any initial payments required under the Offer Letter or Specific Conditions; and
- (b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Charge may be revised to take account of any additional cost to WPD.
- 2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.
- 2.4 The Customer shall not in any way obstruct or impede Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Works or the delivery of any Connection Equipment to the Premises so as to prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.
- 2.5 WPD shall use its reasonable endeavours to complete the Works within the timescales laid out under the Specific Conditions. This period for completion shall be extended to the extent that progress of the Works is delayed as a consequence of any act or omission on the part of the Customer, its agents or sub-contractors or a Distribution System emergency.

WPD General Conditions for the Works (the "General Conditions")

3. Property Matters

- 3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement in perpetuity to WPD to carry out the Works install, lay, repair, replace, renew after and maintain the Connection Equipment.
- 3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Works and install, lay, repair, replace, renew alter and maintain the Connection Equipment provided that WPD shall not be required to enter into the documents set out in 3.2 until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.
- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Works and to install lay, repair, replace, renew alter and maintain the Connection Equipment.
- 3.5 WPD may, in its discretion, carry out the Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.
- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Works, or the Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place electric lines through the property conveyed or leased and thereafter to use the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.

4. Compliance, consents, safety and access

- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Works on the Premises;
- (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
- (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
- (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Works or delivering, installing, laying, repairing, replacing, renuewing, altering or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Works are in progress or while WPD is maintaining or repairing the Connection Equipment.
- 4.3 WPD shall not be under any obligation to commence the Works or continue to provide a connection to the Customer unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.
- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

5. Performance of the Works

- 5.1 WPD shall:
- (a) perform the Works with reasonable skill and care and in accordance with the terms of this Agreement; and
- (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

Charges and payment

- 6.1 The Customer will pay to WPD the Charge. The Charge has been determined on the basis that WPD will provide the Non-contestable Works and those Contestable Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Works properly and safely.
- 6.2 If WPD is unable to complete the Works within the estimated timescales set out in the Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Charge to recover any costs incurred by it as a result of such delay.
- 6.3 Payment of the Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Charge or any part of it WPD may, at its discretion, suspend the Works or postpone their commencement.
- 6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.
- 6.6 WPD shall be under no obligation to Energise the Connection Equipment prior to receiving full and final payment of the Charge in cleared funds from the Customer. Full payment of the Charge shall be due at least 7 days prior to the Energisation date.
- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Works pursuant to section 20 of the Act.

Ownership, use and removal of Connection Equipment

- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.

WPD

General Conditions for the Works (the "General Conditions")

7.3 If prior to the Works being completed, WPD or the Customer cancels the Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.

8 Customer Works and Customer Installation

- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
- it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
- (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.
- 8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.
- 8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

9. EU Procurement Regulations

Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.

10. Liability

- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £2,000,000 per event or series of connected events.
- 10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:
- defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;
- defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
- loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;
- (d) indirect or consequential loss; and
- (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £2.000.000 per event or series of connected events.
- 10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.

Force Majeure

- 11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.
- 11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.
- 11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.

12. Terminatio

- 12.1 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.
- 12.2 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:
- the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets:
- the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.
- 12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.
- 12.4 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or nonperformance of this Agreement.

13. Consequences of Termination

- 13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect.
- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.
- 13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this

14. Variation

- 14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.
- 14.2 The Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

WPD General Conditions for the Works (the "General Conditions")

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.

15. Dispute Resolution

- 15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:
- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it:
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.
- 15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.
- 15.3 If the dispute is not resolved in accordance with clause 15.1 and 15.2, either party may refer the dispute to the Gas and Electricity markets (Ofgem) pursuant to and in accordance with the utilities Act 2000 (as amended).
- 15.4 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

16. Assignment

- 16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.
- 16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.

17 General

- 17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:
- (a) the Specific Conditions;
- (b) the Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.
- 17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.
- 17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

- 17.6 Joint and several liability
- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

18. IP rights and confidentiality

- 18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.
- 18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

19. Notices

- 19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.
 - A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.
- 19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

20. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to clause 15 the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.



Appendix 6 – Dual Fuel Infrastructure GTC Budget Quote

GTC Ref: South East/34122659/424981

Budget Quotation for: HoodLands Farm, Hambrook Ln,

Winterbourne, BRISTOL, Avon, BS34 8QG

S...leading utility networks

Prepared for: Boklok (c/o TDS - Technical and Development

Services Ltd)

GTC Contact: Katy Taylor

Mob: 07711 368781 Tel: 01359 240154

Date of Quotation: 17 April 2020





1.0 INTRODUCTION

Summary of Offer

Following your recent enquiry regarding the project at HoodLands Farm, Hambrook Ln, Winterbourne, BRISTOL, Avon, BS34 8QG, we have used the information you provided GTC to produce a budget costing to meet your requirements. GTC's price to provide electricity & fibre infrastructure (based on the terms of offer set out in this quotation) is a contribution from Boklok to GTC of £88,949.00.

Breakdown of Offer

Onsite Costs

This is the cost to provide mains and services to the development within the site boundary:

On-site works	
You pay GTC	£64,764.61

Offsite Costs

These costs include any off-site costs that are required, including the costs of Upstream Network Operators (NWO), to complete the work to supply your site:

Off-Site Works	
Off-site works (GTC) – Electricity:	£16,184.39
Network Operator Costs – Electricity:	£8,000.00
TOTAL OFFSITE – You pay GTC	£24,184.39

Fibre Rebate Information

GTC's offer above is inclusive of a fibre rebate of £300.00 per plot (£100 of which is conditional upon you pre-wiring the plot to enable the resident to receive Sky Q television services, via satellite dish or communal Fibre Integrated Reception System (FIRS), in accordance with the Sky Approved Developer Terms). This rebate has been deducted upfront from the on-site total giving the advantage of no administration burden for you to claim the individual plot rebates as they are connected.

Fibre Rebate Included in This Offer Already Deducted From the C	n-site Total
56 plots with a £300.00 per plot rebate:	£16,800.00

Additional Fibre Network Value to Help with Comparison to Other Providers Quotes

In addition to the rebate above, this offer is based on GTC's innovative fibre installation method which means Boklok will no longer have the cost or hassle of laying a duct and chamber network. GTC estimates that this gives a further construction cost to Boklok of £130.00 per plot which you may need to take in to account when comparing to other quotes.

Estimated Value to Boklok of Construction Costs Saved	
56 plots with £130.00 per plot saving	£7,280.00

2.0 SITE DETAILS

Schedule of Domestic Plots

Property Type	1BF	2BF	2BS	2BT	3BS	3BT	Total
Electricity	6	18	1	11	19	1	56
Fibre	6	18	1	11	19	1	56

3.0 TERMS OF OFFER

Electricity Terms

This quotation includes indicative electric point of connection (PoC) and off-site costs. Costs associated with the PoC are therefore subject to change.

Please note: PoC and off-site costs will be provided when the upstream DNO has provided these details in full. However, PoC and non contestable charges will be the same regardless of who is to own the network.

GTC has assumed a High Voltage (HV) connection. Due to the size of the site 1 substation will be required and the costs are included in this quote.

GTC has assumed that the Developer will carry out all civil works associated with the substation at their own cost.

This quotation includes the excavation and reinstatement costs in public highway (20m road), which will be carried out by GTC.

Please note that the route of the off site works has been quoted on the understanding that the relevant legal permissions will be obtained for crossing the third-party land between the connection point and the site. Any costs incurred will be rechargeable to the Developer.

GTC has assumed that the Developer will construct a brick-built housing for the substation to GTC specifications.

If the development is in an area that the environment agency consider to be susceptible to a risk of flooding, then any electrical plant and equipment will need to be established at a level 600mm above the 1 in 100 year predicted flood level, or the Developer will need to guarantee that they have mitigated the risk of flooding by incorporating suitable flood defences.

Diversionary or abandonment works may be required and are excluded from GTC's quote. The details can be obtained by contacting the upstream DNO.

The Developer shall be responsible for all on-site excavation and reinstatement.

GTC has assumed all mains and services feeding 56 Plots will be in trenches pre-excavated by the Developer. An LV main will be capped off at the entrance to the future site of 34 domestic plots. This quotation does not include the cost of the supply and installation of the mains and services for the future development.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths. This quote does not include ducting as this is the responsibility of the Developer to install suitable ducts and jointing pits at the Developers cost to GTC specifications.

GTC's quote is based on 56 Plots having electric heating.

GTC has calculated the total load for the site to be 819kVA, this includes the future demand.

GTC's quote is based on meter positions for the houses to be external on the front elevation of each property. Where internal meters are to be fitted, the Developer will be responsible for establishing a metering location in accordance with GTC standards GE-TGI-IG-0015, details of which will need to be confirmed by the Developer.

GTC's quotation excludes meter boxes and hockey sticks. GTC can supply these at an additional charge of £22.10 each for standard meter boxes.

Based on the information you have provided GTC has not included for any lift motors, pumping stations or other disturbing electric loads (such as welders, motors, heat pumps or air conditioning equipment) in this quotation.

GTC's quotation excludes the cost of Temporary Builders Supply (TBS). The indicative cost to connect this is £1,600.00, this cost assumes the Developer shall be responsible for all excavation and reinstatement; the Developer will provide a weatherproof lockable box/kiosk with suitable internal space to accommodate the meter board the meter location less than 25m from GTC's installed and energised mains. This price includes for the disconnection of the temporary supply upon request.

GTC's quotation excludes the cost to connect adoptable street lighting columns. GTC can connect these for an additional charge, the current price for this work is £302.50 per column. This cost includes the supply and lay of 9m of service cable between GTC's existing Low Voltage (LV) mains and the street lights, in this cost GTC has assumed you will provide ducting and excavation to GTC specifications. Prior to the energisation of the street lights you will need to have appointed an electricity supplier for the supply of the street lights. Following the first energisation the terms of connection will be as set out in the National Terms of Connection or in a separate agreement between GTC and yourself.

GTC's Technical Guidelines for Electricity can be found here: http://www.gtc-uk.co.uk/technical-guidelines

Fibre Terms

This quotation includes any off-site excavation and reinstatement works required to be completed for a connection from the on-site fibre duct network on the development at the site entrance to the appointed Backhaul Provider. These works will be carried out by GTC.

This quotation is based on GTC installing the fibre infrastructure using Direct Lay methodology as detailed in GTC document GF-TGI-IG-0393 - Direct Lay Fibre to the Home Networks. All the Developer will need to install is the 50mm fibre service duct and complete installation of the chambers.

The Developer shall be responsible for all on-site excavation and reinstatement associated with the installation of the fibre network, including the mains, services and On-Site Convergence Point (OSCP).

The Developer shall be responsible for preparation within the Plots to ensure a Plot is ready to receive a fibre service. GTC will liaise with you on the specific requirements during the design stages and brief out final requirements at a fibre construction pre-start meeting.

All works should be completed in line with the appropriate Fibre Technical Guidelines (Direct Lay Fibre to the Home Networks GF-TGI-IG-0393 or Fibre to the Home GF-TGI-IG-0016).

To ensure that the homeowners moving into their new property can enjoy the maximum benefit from GTC's Ultra-Fast Fibre Optic Distribution Network, GTC strongly recommend the Developer follows the minimum inhome technical requirements as specified within the appropriate Fibre Technical Guidelines.

The Developer shall be responsible for ensuring that each Plot is pre-wired to enable the resident to receive Sky Q television services (via satellite dish or communal FIRS) in accordance with the enclosed Sky Approved Developer Terms and will highlight to purchasers of its Plots Sky Triple Play (being a phone, broadband and TV service offering provided by or on behalf of Sky) as well as the fact that Sky are the Developer's preferred solution for TV, broadband and phone services. The Developer will be required, in addition to (and separately from) GTC's Standard Terms and Conditions, to enter into (and to comply with) the Sky Approved Developer Terms. Sky pre-wiring specification documents can be found on GTC's website and via the link below.

This offer includes the option of FIRS. If selected, a FIRS signal survey will be performed following acceptance of the proposal to finalise the positioning of the aerials and dish. The FIRS aerials and dish will require a solid mounting within visibility of the terrestrial transmitters and satellite. This mounting would typically be on the wall of a substation, roof top of an apartment block or similar solid object. The mounting must be within

approximately 20 metres of the OSCP or cabinet housing the FIRS equipment. If no such object is available an additional charge may be necessary to provide a mast or similar. Should a mast be required you will need to seek the appropriate planning permission for its deployment. Where FIRS equipment is deployed within an apartment block riser it must be fed using a landlord supply and accessible to Open Fibre Networks Ltd (OFNL) to inspect, maintain, adjust and repair.

The Developer will need to ensure each Plot is correctly wired to ensure a Plot is ready to receive a FIRS service. Details on all in home requirements and all associated on-site build requirements can be found in the GTC FIRS Technical Standards GF-CIC-ES-0059.

Additional Developer contribution for FIRS	
Boklok pays GTC	£32,004.10

GTC's Technical Guidelines for Fibre and FIRS and Sky Q Pre-wiring Technical Specifications can be found here: http://www.gtc-uk.co.uk/technical-guidelines

4.0 CONFIDENTIALITY

This quotation and associated documentation is confidential between GTC, Boklok and their associated parties for this project. It contains commercially sensitive information and should not be divulged to any other party without written permission from GTC.

Should you be successful in obtaining and developing this site, GTC will be pleased to supply a firm quotation. Please return a detailed site plan and a completed quotation request form. GTC trust that this budget costing will be acceptable and look forward to receiving your instructions.

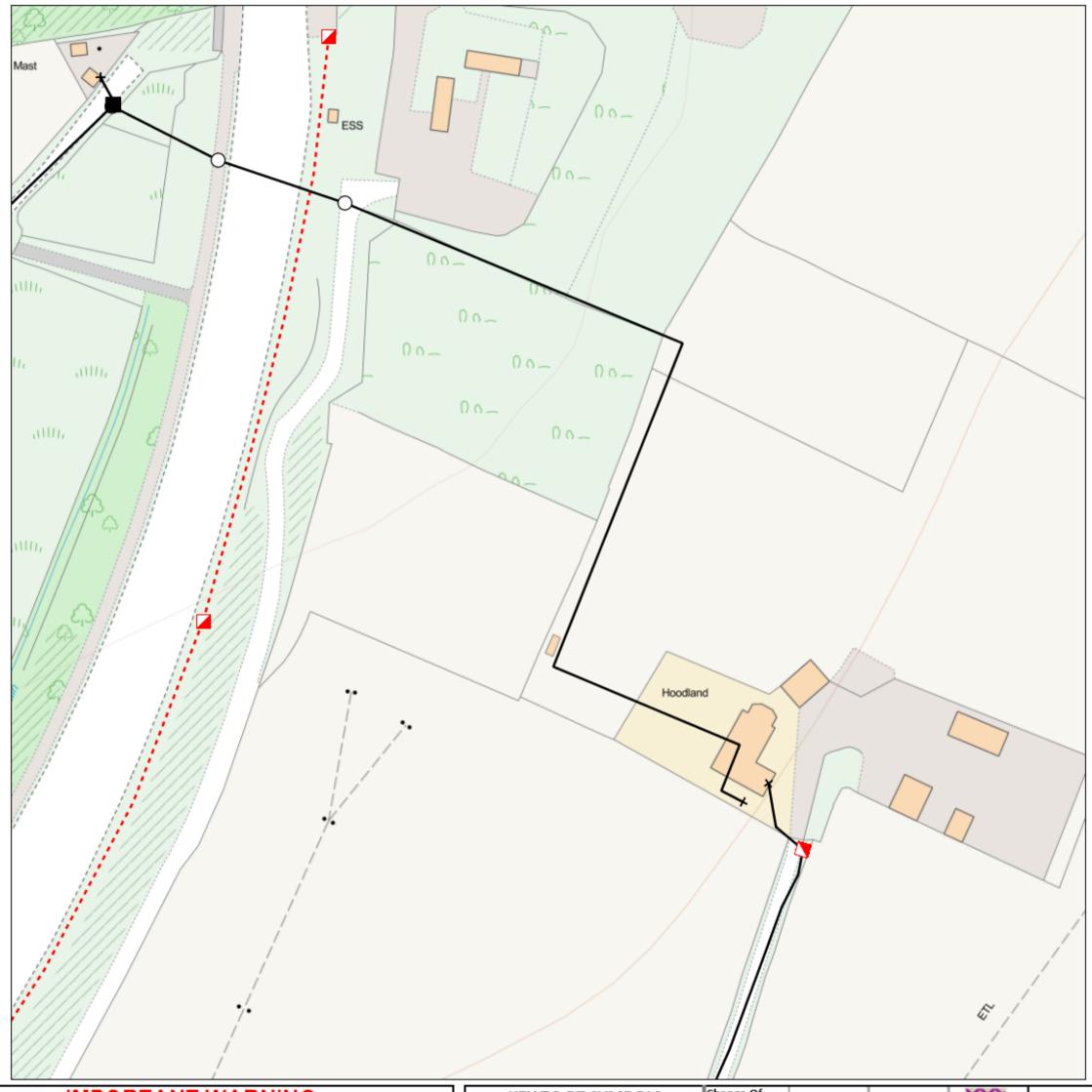
5.0 CONTACT DETAILS

Should you require further details please do not hesitate to contact your GTC Sales Contact, Katy Taylor (07711 368781) or the Sales Support Team (01359 240154) to discuss further.



Appendix 7 – Telecoms Infrastructure

Openreach Network Plans



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.



openreach

CLICK BEFORE YOU DIG

FOR PROFESSIONAL FREE ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS INCLUDING LOCATE AND MARKING SERVICE

email <u>cbyd@openreach.co.uk</u>

ADVANCE NOTICE REQUIRED (Office hours: Monday - Friday 08.00 to 17.00) www.openreach.co.uk/cbyd

Accidents happen

If you do damage any Openreach equipment please let us know by calling 0800 023 2023 (opt 1 + opt 1) and we can get it fixed ASAP

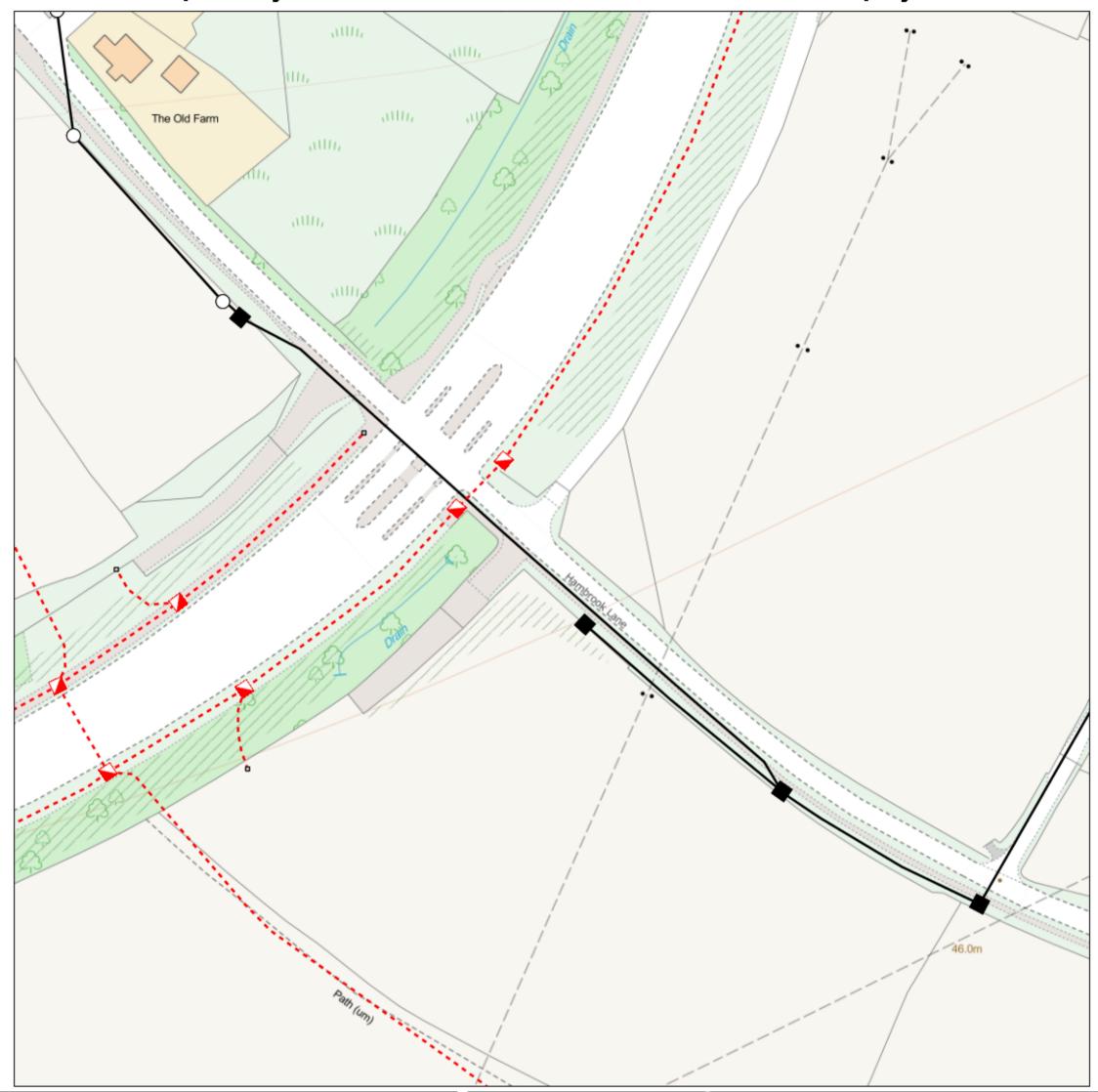
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			19 9			/
KEY	TO BT SYM	BOLS	Change Of State	+	Hatchings	$\Rightarrow \Rightarrow$
	Planned	Live	Split Coupling	×	Built	<u></u>
PCP	*	ᡌ	Duct Tee	•	Planned	·^~
Pole	0	0	Building		Inferred	
Вох			Kiosk	(K)	Duct	
Manhole				osed plant is s s not listed ab	_	
Cabinet	Û	Û	Exist Information	ing BT Plant m n valid at time or 90 days aft	ay not be reco	orded. n. Maps are
	Pending Add	In Place	Pending Remove	Not In Use		
Power Cable	 	NN	A A	##		
Power Duct	##	// //	111	N/A	1	

BT Ref: HKE08405C

Map Reference: (centre) ST6349279478 Easting/Northing: (centre) 363492,179478

Issued: 25/03/2020 08:41:03



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.



openreach

CLICK BEFORE YOU DIG

FOR PROFESSIONAL FREE ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS INCLUDING LOCATE AND MARKING SERVICE

email <u>cbyd@openreach.co.uk</u>

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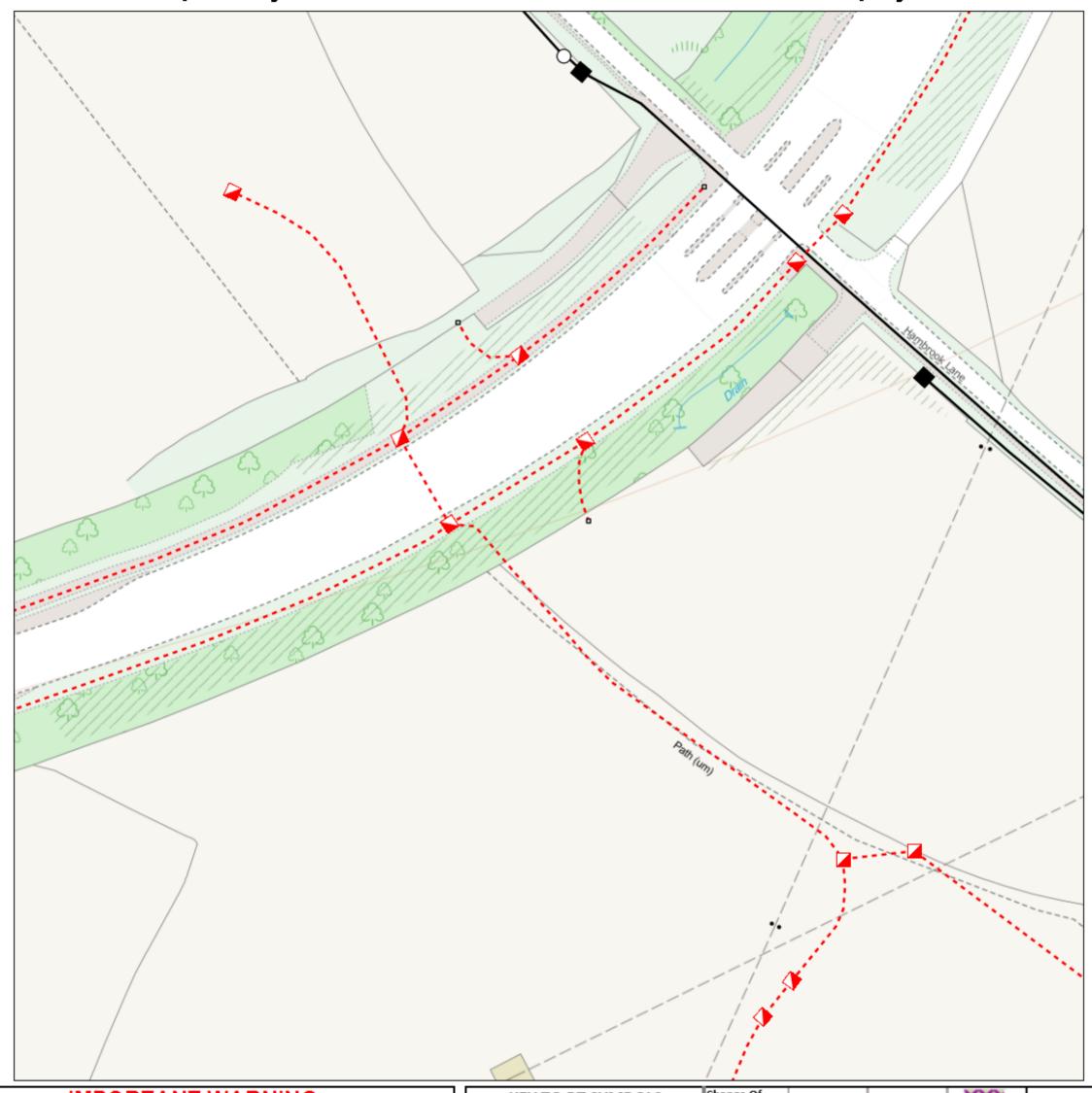
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KEY	TO BT SYM	BOLS	Change Of State	+	Hatchings	$\Rightarrow \Rightarrow$		
	Planned	Live	Split Coupling	×	Built			
PCP	*	ᡌ	Duct Tee	•	Planned	-^-		
Pole	0	0	Building		Inferred			
Вох			Kiosk	(K)	Duct			
Manhole			Other proposed plant is shown using dashed lines. BT Symbols not listed above may be disregarded.					
Cabinet	Û	Û	Exist	ing BT Plant m valid at time	ay not be reco	rded.		
				or 90 days afte				
	Pending Add	In Place	Pending Remove	Not In Use				
Power Cable	 	NN	A A	HH				
Power Duct	-4 -4		44	N/A	1			

BT Ref: LRU08404Z

Map Reference: (centre) ST6336379323 Easting/Northing: (centre) 363363,179323

Issued: 25/03/2020 08:40:14



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.



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FOR PROFESSIONAL FREE ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS INCLUDING LOCATE AND MARKING SERVICE

email <u>cbyd@openreach.co.uk</u>

ADVANCE NOTICE REQUIRED (Office hours: Monday - Friday 08.00 to 17.00) www.openreach.co.uk/cbyd

Accidents happen

If you do damage any Openreach equipment please let us know by calling 0800 023 2023 (opt 1 + opt 1) and we can get it fixed ASAP

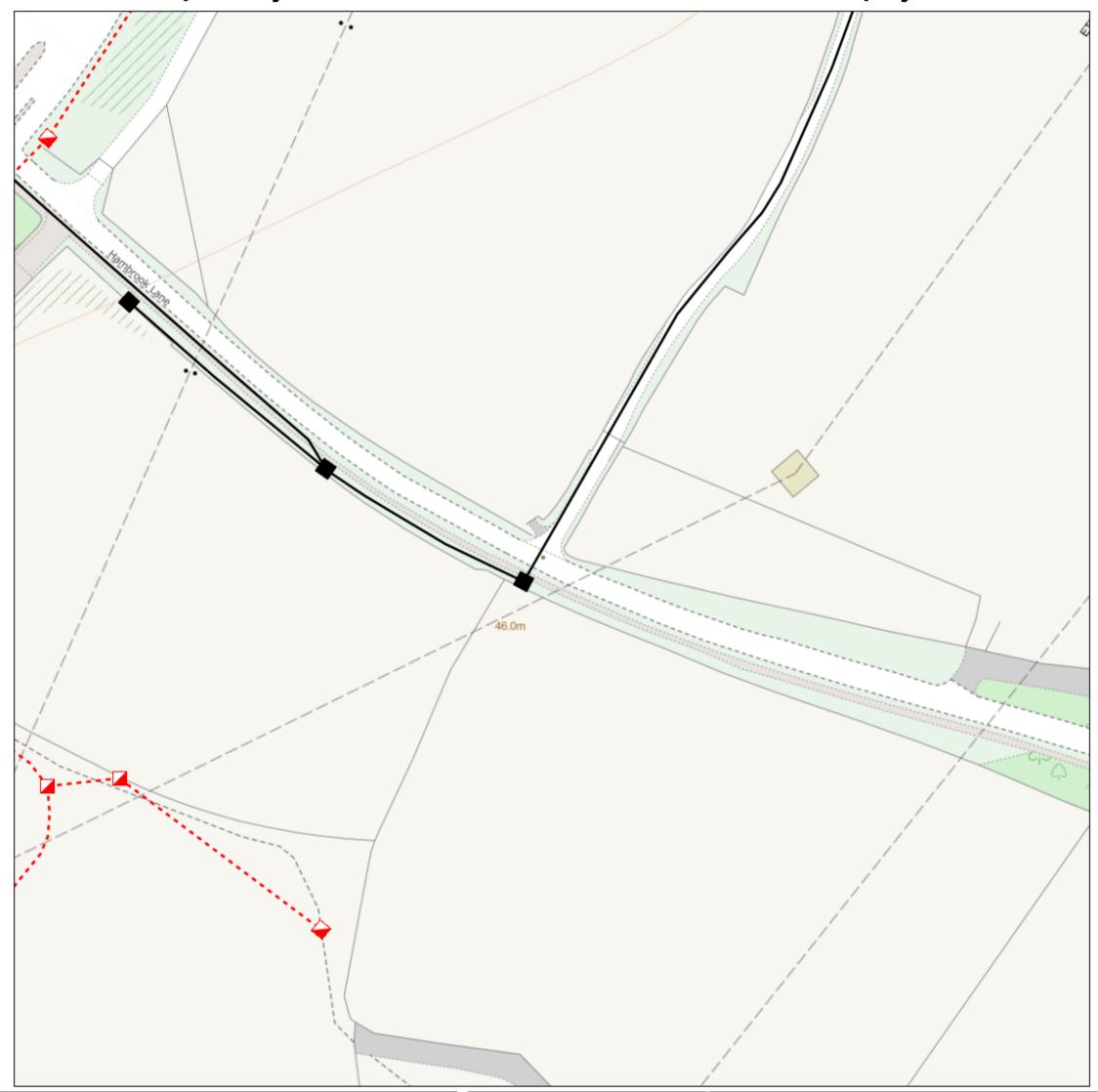
Reproduced from the Ordnance Survey map by BT by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office (C) Crown Copyright British Telecommunications plc 100028040

			/ !			
KEY TO BT SYMBOLS			Change Of State	+	Hatchings	\approx
	Planned	Split Coupling	×	Built		
PCP	*	ᡌ	Duct Tee	•	Planned	·^_
Pole	0	0	Building		Inferred	^
Вох			Kiosk	(K)	Duct	
Manhole				osed plant is s	_	
Cabinet	Û	Û	Exist Information	s not listed ab ing BT Plant m n valid at time	ay not be reco of preparatio	orded. n. Maps are
			only valid f	or 90 days afte	er the date of p	publication.
	Pending Add	In Place	Pending Remove	Not In Use		
Power Cable	 	N N	AA.	// //		
Power Duct	**	-N-N	111	N/A	1	

BT Ref: XRM08398W

Map Reference: (centre) ST6328379266 Easting/Northing: (centre) 363283,179266

Issued: 25/03/2020 08:39:36



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.



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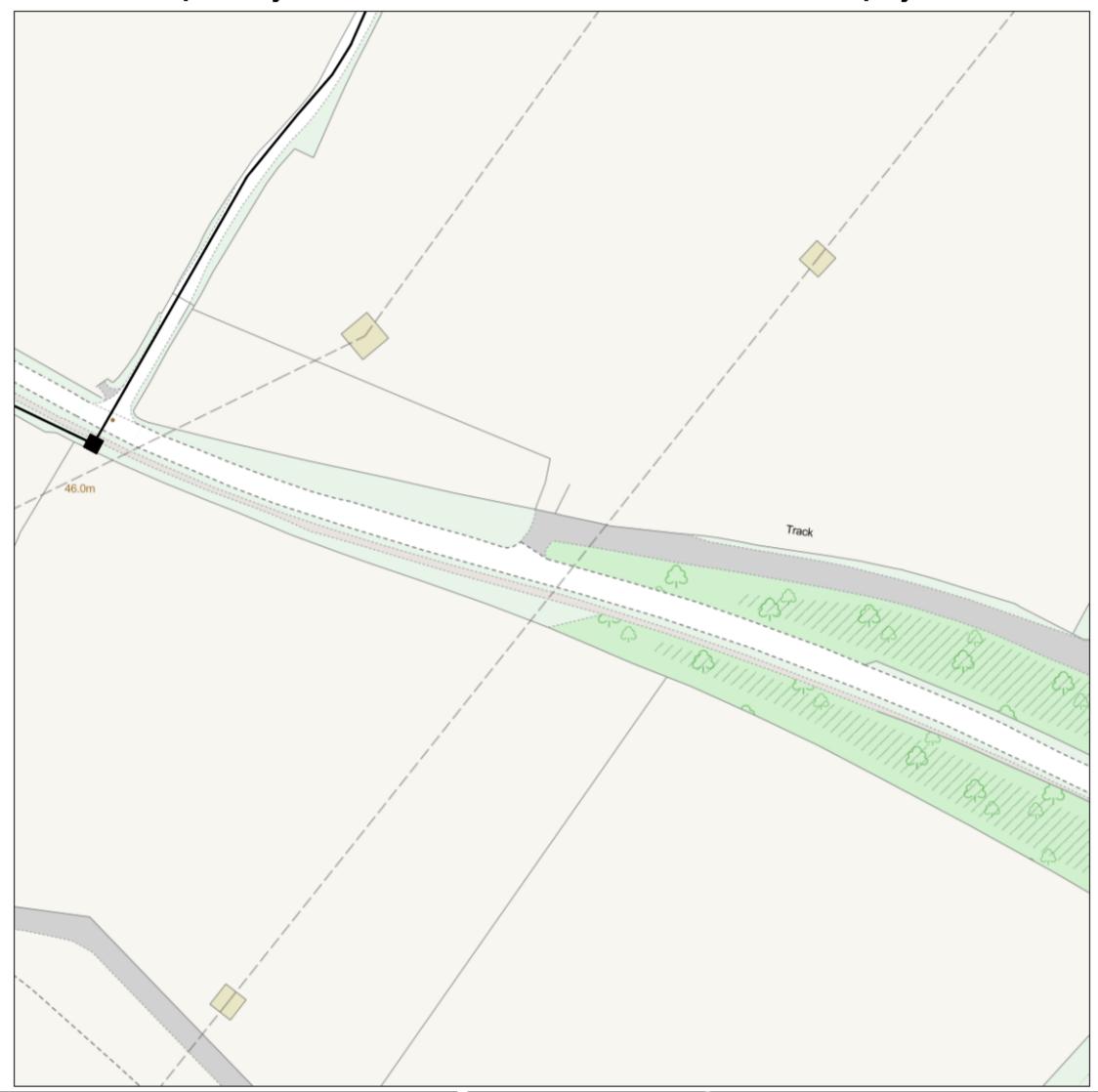
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KEY TO BT SYMBOLS			Change Of State	+	Hatchings	\approx		
	Planned	Live	Split Coupling	×	Built			
PCP	*	ᡌ	Duct Tee	•	Planned	·^_		
Pole	0	0	Building		Inferred	<u></u>		
Вох			Kiosk	(K)	Duct			
Manhole			Other proposed plant is shown using dashed lines.					
Cabinet	Û	Û	BT Symbols not listed above may be disregarded. Existing BT Plant may not be recorded. Information valid at time of preparation. Maps are only valid for 90 days after the date of publication.					
	Pending Add	In Place	Pending Remove	Not In Use]			
Power Cable	₩-W	NN	A A	// //				
Power Duct	##	- N - N	111	N/A	1			

BT Ref: XSM10409Z

Map Reference: (centre) ST6346979248 Easting/Northing: (centre) 363469,179248

Issued: 23/03/2020 10:40:05



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.



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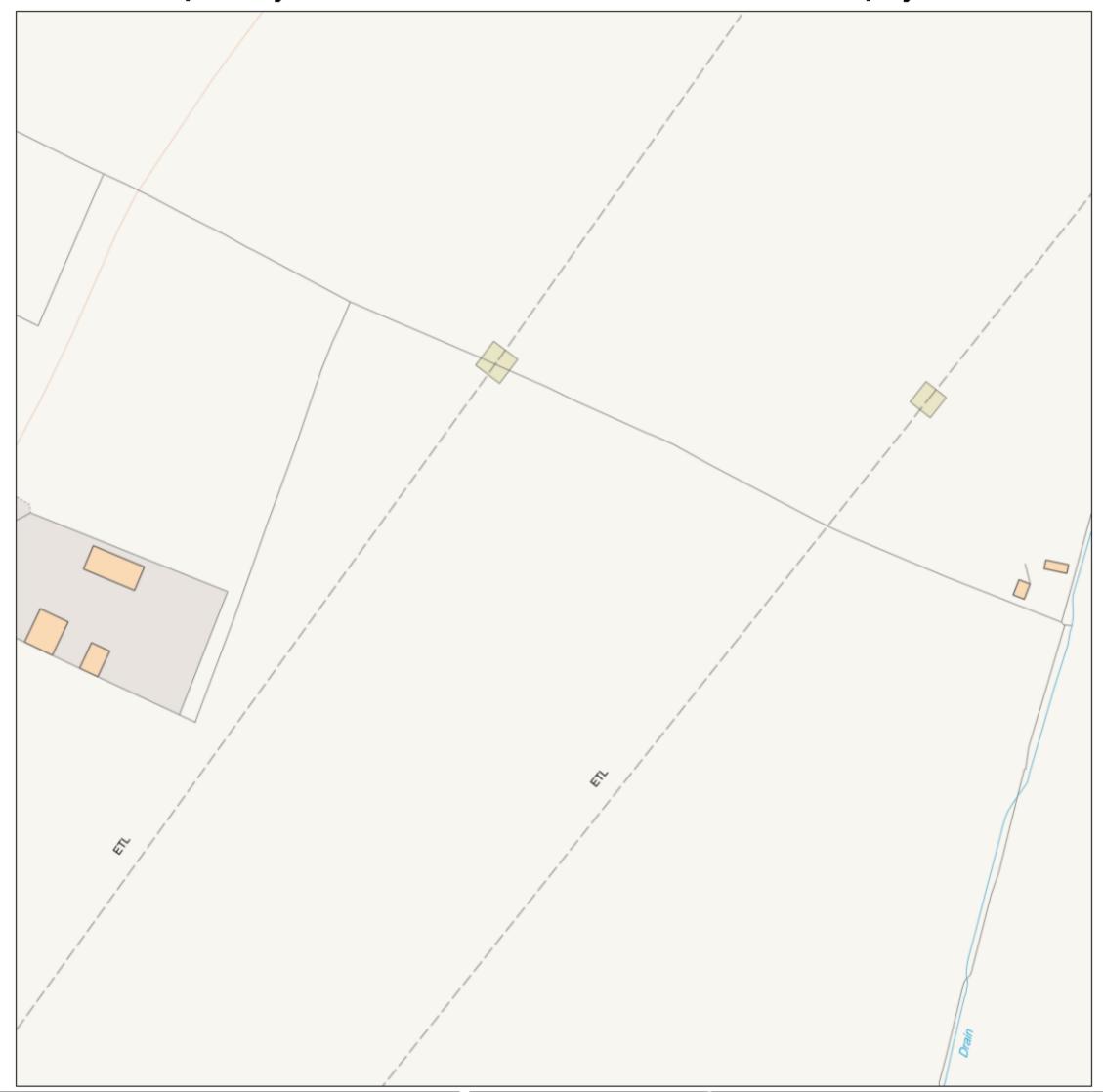
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KEY TO BT SYMBOLS		Change Of State	+	Hatchings	\approx			
	Planned	Live	Split Coupling	×	Built			
PCP	*	ᡌ	Duct Tee	•	Planned	-^-		
Pole	0	0	Building		Inferred			
Вох			Kiosk	K	Duct			
Manhole			Other proposed plant is shown using dashed lines. BT Symbols not listed above may be disregarded.					
Cabinet	Û	Û	Exist	ing BT Plant m valid at time	ay not be reco	rded.		
				or 90 days afte				
	Pending Add	In Place	Pending Remove	Not In Use				
Power Cable	 	NN	AA,	HH				
Power Duct	**	-N-N	111	N/A	1			

BT Ref: ZAJ08407V

Map Reference: (centre) ST6356979216 Easting/Northing: (centre) 363569,179216

Issued: 25/03/2020 08:40:48



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.



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KEY TO BT SYMBOLS		Change Of State	+	Hatchings	\bowtie			
	Planned	Live	Split Coupling	×	Built			
PCP	*	ᡌ	Duct Tee	•	Planned	·^_		
Pole	0	0	Building		Inferred			
Вох			Kiosk	(K)	Duct			
Manhole			Other proposed plant is shown using dashed lines. BT Symbols not listed above may be disregarded. Existing BT Plant may not be recorded. Information valid at time of preparation. Maps are only valid for 90 days after the date of publication.					
Cabinet	Û	Û						
	Pending Add	In Place	Pending Remove	Not In Use				
Power Cable	 	N N	A A	// //				
Power Duct	**	- N - N	111	N/A	1			

BT Ref: ZWQ08463N

Map Reference: (centre) ST6369479438 Easting/Northing: (centre) 363694,179438

Issued: 25/03/2020 08:46:27

To: Dan Wright <dan.wright@t-d-s.com>

Subject: Form 11971-5083 - NEWSITES REGISTRATION FORM - LAND ENQUIRY

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and for other lawful business purposes.

Thank you for your Land Enquiry.
Openreach will deploy FTTP, free of charge, into all new housing developments of 30 or more homes.
Openreach can provide your development with Fibre to the Premises, free of charge.
Fibre to the Premises provides estimated speeds of up to 1Gbps enabling your home owners to stream HDTV, play computer games and write emails simultaneously providing the best communications experience
At this time your site has not been registered, if you would like to proceed to register your site with Openreach, please use the appropriate form on our website.
Regards
The New Sites team
Think before you print! Consider the environment before printing this e-mail
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electronic message in error, please notify us by telephone or email (to the number or address above) immediately. Activity and use of the British Telecommunications plc email system is monitored to secure its effective operation and for other lawful business purposes. Communications using this system will also be monitored and may be recorded to secure effective operation



Appendix 8 – Media & Pipelines Search

Communication & Media Pipeline Search

Communication Media & Pipeline Search - Status Report

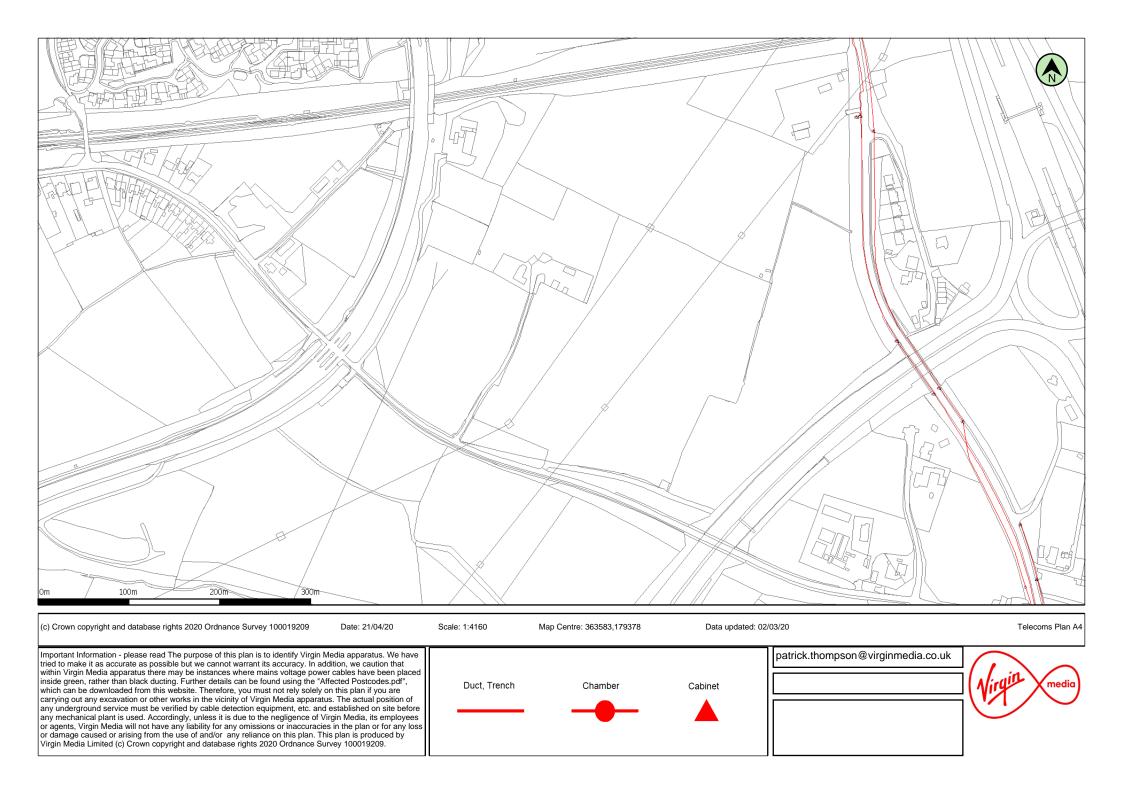


Site Address & Grid Co-Ordinates

Hoodland Farm, Harry Stoke, BS34 8QG

	Company	Category	Date Requested	Response Date	Affected Yes/No	Other Info.
1.	BSkyB	С	23/03/2020	23/03/2020	No	
2.	BT Deep Level Tunnels	T&P				
3.	Coal Authority	0				
4.	Colt Technology Services	С	23/03/2020			
5.	Crossrail	T				
6.	Docklands Light Railway	T				
7.	Energetics	С		23/03/2020	No	
8.	Environment Agency	0		25/03/2020	No	
	ESP Pipelines	G/E		19/03/2020	Yes	
9.	EU Networks Fiber UK Ltd.	С		24/03/2020	No	
	Gamma Telecom	С		19/03/2020	No	
	Fulcrum	С	19/03/2020	19/03/2020	No	
	Genesys	С				
11	Level 3 - Global Crossing UK) Ltd. Global Crossing PEC	С	23/03/2020	24/03/2020	No	
12.	GTC	G/E	23/03/2020	23/03/2020	No	
	Interoute - Now Gtt	С	19/03/2020	19/03/2020	No	
14.	Interoute (formerly Vtesse)	С				
	KCOM	С				
	KPN	С		27/03/2020	No	
17.	Linesearch	Р	19/03/2020	19/03/2020	Wales a	nd West - Western Power - SSE Enterprises
18.	London Underground Infrastructure Protection - Shallow	T				
19	LUL HV Power Assets - London Underground (High Voltage, Pilot & Fibre Optic Cables)	0				
20.	Mastdata (Site Finder)	М	23/03/2020	23/03/2020	No	
21.	MBNL (H3G UK Ltd. & EE Ltd. incl. T-Mobile & Orange Sites)	С		23/03/2020	No	
22.	Network Rail	T	23/03/2020			
23.	Openreach BT - Superfast Fibre	FB	23/03/2020		FTT	P available in the area
	Orange	С				
	TATA	С	19/03/2020	19/03/2020	No	
	Teliasonera	С	23/03/2020			
	Verizon Business	С	23/03/2020	23/03/2020	No	
	Virgin Media	С	23/03/2020			
28.	Vodaphone/Cable & Wireless	С	23/03/2020	24/03/2020	No	
	Zayo Europe	С	19/03/2020	19/03/2020	Yes	

<u>Legend:</u> C - Communication CT - Cable TV E - Electric FB - Fibre Broadband G- Gas
M - Mobile Masts MU - Multi Utility R – Railway O - Other P - Pipelines R-Railway
T & P - Tunnels/Pipelines T - Transport
Not Included in this Search





Appendix 9 – Linesearch before U dig

Linesearch Response

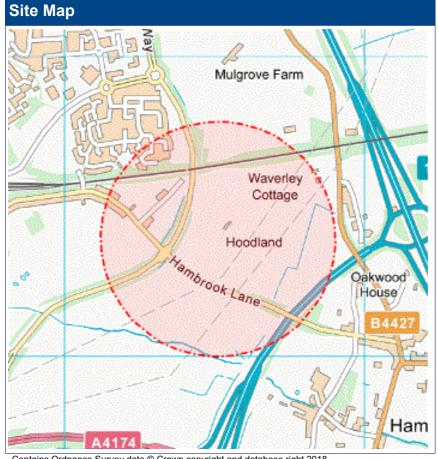


Date of enquiry: 19/03/2020 Time of enquiry: 16:20

Enquirer					
Name	Mr Dan Wright	Phone	01403 276 888		
Company	TDS Southern	Mobile	Not Supplied		
Address	Hillreed House 54 Queen Street Horsham Horsham West Sussex RH13 5AD	Horsham West Sussex			
Email	dan.wright@t-d-s.com				

Enquiry Details						
Scheme/Reference	BKL.U.02					
Enquiry type	Initial Enquiry	Enquiry Work cate		ategory Development I		pment Projects
Start date	21/03/2020	Work type			Housin	g
End date	28/03/2020	s	Site size		785 metres diameter	
Searched location	BS34 8QG	Work type b		buffer*	r* 25 metres	
Confirmed location	363512 179391					
Site Contact Name	Not Supplied			Site Phone No		Not Supplied
Description of Works	Not Supplied			ı		

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





Date of enquiry: 19/03/2020 Time of enquiry: 16:20

Asset Owners

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

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

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

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

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

Below are three lists of asset owners:

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

National Grid. Please note that the LSBUD service only contains information on National Grid's Gas above 7 bar asset, all National Grid Electricity Transmission assets and National Grid's Gas Distribution Limited above 2 bar asset.

For National Grid Gas Distribution Ltd below 2 bar asset information please go to www.beforeyoudig.nationalgrid.com



Date of enquiry: 19/03/2020 Time of enquiry: 16:20

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

List of affected LSBUD members					
Asset Owner	Phone/Email	Emergency Only	Status		
ESP Utilities Group	01372227560	01372227560	Await response		
SSE Enterprise Telecoms	03453053337	03453053337	Await response		
Wales and West Utilities	02920278912	0800111999	Await response		
Western Power Distribution	08000963080	08006783105	Await response		
Zayo Group UK Ltd c/o JSM Group Ltd	01992 655 919	0800 169 1646	Await response		

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

	List of not affected LSBUD members	s _.
AWE Pipeline	Balfour Beatty Investments Limited	BOC Limited (A Member of the Linde Group)
BP Exploration Operating Company Limited	ВРА	Carrington Gas Pipeline
CATS Pipeline c/o Wood Group PSN	Cemex	Centrica Storage Ltd
Chrysaor Production (UK) Limited	CLH Pipeline System Ltd	CNG Services Ltd
Concept Solutions People Ltd	ConocoPhillips (UK) Teesside Operator Ltd	Diamond Transmission Corporation
DIO (MOD Abandoned Pipelines)	Drax Group	E.ON UK CHP Limited
EirGrid	Electricity North West Limited	ENI & Himor c/o Penspen Ltd
EnQuest NNS Limited	EP Langage Limited	ESSAR
Esso Petroleum Company Limited	Fulcrum Pipelines Limited	Gamma
Gateshead Energy Company	Gigaclear Ltd	Gtt
Hafren Dyfrdwy	Heathrow Airport LTD	Humbly Grove Energy
IGas Energy	INEOS FPS Pipelines	INEOS Manufacturing (Scotland and TSEP)
INOVYN Enterprises Limited	Intergen (Coryton Energy or Spalding Energy)	Mainline Pipelines Limited
Manchester Jetline Limited	Manx Cable Company	Marchwood Power Ltd (Gas Pipeline)
Melbourn Solar Limited	Murphy Utility Assets	National Grid Gas (Above 7 bar), National Grid Gas Distribution Limited (Above 2 bar) and National Grid Electricity Transmission
Northumbrian Water Group	NPower CHP Pipelines	Oikos Storage Limited
Ørsted	Perenco UK Limited (Purbeck Southampton Pipeline)	Perenco UK Limited (Purbeck Southampton Pipeline)
Petroineos	Phillips 66	Premier Transmission Ltd (SNIP)
Redundant Pipelines - LPDA	RWE - Great Yarmouth Pipeline (Bacton to Great Yarmouth Power Station)	RWEnpower (Little Barford and South Haven)
SABIC UK Petrochemicals	Scottish and Southern Electricity Networks	Scottish Power Generation
Seabank Power Ltd	SES Water	Severn Trent (Chester area only)
SGN	Shell (St Fergus to Mossmorran)	Shell Pipelines
SSE (Peterhead Power Station)	SSE Utility Solutions Limited	Tata Communications (c/o JSM Construction Ltd)
Total (Colnbrook & Colwick Pipelines)	Total Finaline Pipelines	Transmission Capital

UK Power Networks	Uniper UK Ltd	Vattenfall
Veolia ES SELCHP Limited	Veolia ES Sheffield Ltd	Westminster City Council



Date of enquiry: 19/03/2020 Time of enquiry: 16:20

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

Non-LSBUD members (Asset owners not registered on LSBUD)					
Asset Owner	Preferred contact method	Phone	Status		
Bristol Water	development.services@bristolwater.co.uk	01179665881	Not Notified		
ВТ	https://www.swns.bt.com/pls/mbe/welcome.home	08009173993	Not Notified		
CenturyLink Communications UK Limited	plantenquiries@instalcom.co.uk	02087314613	Not Notified		
CityFibre	asset.team@cityfibre.com	033 3150 7282	Not Notified		
Colt	plantenquiries@catelecomuk.com	01227768427	Not Notified		
Energetics Electricity	plantenquiries@lastmile-uk.com	01698404646	Not Notified		
ENGIE	nrswa@cofely-gdfsuez.com	01293 549944	Not Notified		
GTC	https://pe.gtc-uk.co.uk/PlantEnqMembership	01359240363	Not Notified		
KPN (c/-Instalcom)	kpn.plantenquiries@instalcom.co.uk	n/a	Not Notified		
Mobile Broadband Network Limited	mbnlplantenquiries@turntown.com	01212 621 100	Not Notified		
Network Rail	OPBuriedServicesEnquiries@networkrail.co.uk	01904523401	Not Notified		
Sky UK Limited	nrswa@sky.uk	02070323234	Not Notified		
Sota	SOTA.plantenquiries@instalcom.co.uk		Not Notified		
Teliasonera	telenttelia.plantenquiries@telent.com	0800526015	Not Notified		
Trafficmaster	plantenquiries@trafficmaster.co.uk	01234759000	Not Notified		
Utility assets Ltd	assetrecords@utilityassets.co.uk		Not Notified		
Verizon Business	osp-team@uk.verizonbusiness.com	01293611736	Not Notified		
Virgin Media	http://www.digdat.co.uk	08708883116	Not Notified		
Vodafone	osm.enquiries@atkinsglobal.com	01454662881	Not Notified		
Wessex Water	Asset.enquiries@wessexwater.co.uk	01225526422	Not Notified		

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Appendix 10

Existing Services Plan