

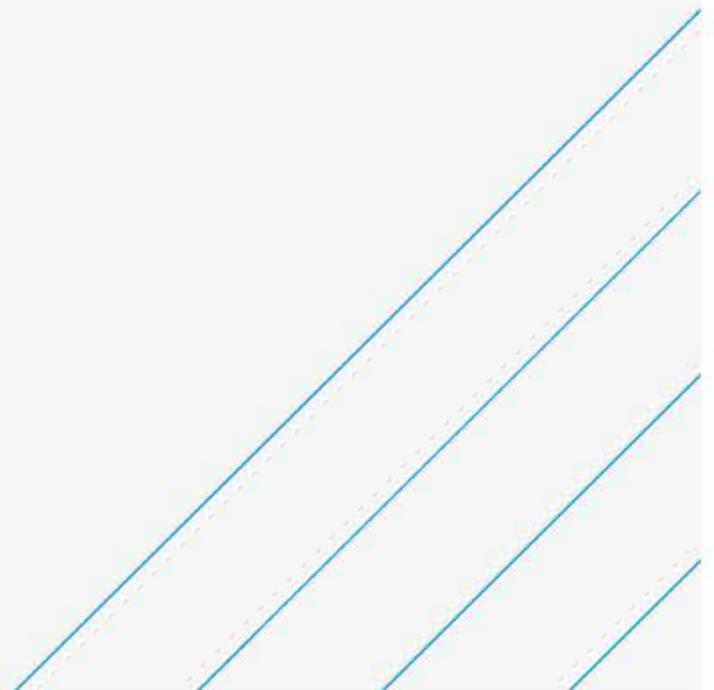
# Cam, Dursley

## Capacity Analysis & Budget New Connections Procurement Report

Robert Hitchins Ltd

16<sup>th</sup> September 2020

Contains sensitive information



# Notice

This document and its contents have been prepared and are intended solely as information for Robert Hitchins Ltd and use in relation to Cam, Dursley

Atkins Limited assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 26 pages including the cover.

## Document history

Revision	Purpose description	Originated	Checked	Authorised	Date
Rev 1.0	Capacity Analysis & Budget New Connections	LE	MB	JB	16/09/2020

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# Introduction

Atkins Ltd has been engaged by Robert Hitchins Ltd to evaluate the site wide utility constraints for the development site currently known as Cam, Dursley,

It is understood that the proposed development comprises of 1,100 domestic units, with the proposed construction of a Two Form Entry School for an estimated 420no. pupils. The development site itself is located in Draycott, just north of Cam, Dursley. The site is bound by the M5 motorway to the west, a railway line to the north, the A4135 to the east and Draycott Crescent to the south. The land is currently unused green open space, which will be redeveloped to accommodate the proposal.

The site location and proposed layout are shown on the plans provided by Persimmon Homes Severn Valley, appended to this report.

It is understood that Robert Hitchins Ltd require information pertaining to available capacity to support the additional loads of the proposed development, as well as budget costs for the new supplies.

This report will:

- Include information procured from the regional utility network operators regarding the availability of capacity and budget quotations for new supplies.

Any reference made herein to the "site plan" or "site layout" refers to the plan provided by Persimmon Homes Severn Valley, appended to this report, in particular:

- Preliminary Illustrative Masterplan
- Cam Site Boundary

The following utility types will be included in this report where they form part of the Utility Search Report results:

- High voltage (HV) and low voltage (LV) electricity mains.
- High pressure (HP), local high pressure (LHP) intermediate pressure mains (IP), medium pressure (MP), low pressure (LP) gas mains.
- Telecommunications apparatus.
- Potable water mains.
- Foul sewer mains.

## Assumptions

A brief desktop study indicates that the current land use of the proposed development site is unused green belt, with numerous public footpaths and overhead electricity networks crossing the land.

When procuring information in relation to utility network capacity, the information used as a basis for utility demands for the domestic units is based on standard loadings for gas heated residential dwellings. In general, these figures are standard and will be applied by the relevant utility companies when considering their network capacity.

In respect of the non-domestic element of the scheme, the information used as a basis for any utility demands is based on the following loading figures, estimated by Atkins and signed off by Tom Emery of Persimmon as suitable:

- Electric – 120kVA
- Gas – 135kW Peak / 248,400kWh Annual
- Potable Water: 1no. 50mm supply / 2.5l/s peak demand
- Foul Sewer Water: 2.8l/s

## Basis of Cost

Any costs detailed within this report that have been indicated by Atkins and not procured from the utility companies will be 'Elemental Estimated Budget Costs' only. They are formed with reference to quotations or estimates received from regional providers on previous projects of a similar nature.

## Exclusions

A commentary of existing utility apparatus near to or within the proposed development site boundary, with constraint clearance methodologies and elemental cost estimates for clearing these constraints known as a Constraints Analysis is not included within the scope of this report.

A pre-development enquiry and budget new connections request to the local foul and surface water sewer DNO has not been sought as part of the scope of this report as it is understood that it has already been procured by the Client's drainage engineer.

# Executive Summary

Budget New Connection Estimate applications will be submitted to the electricity DNO, gas DNO, local water DNO as well as a number of independent distribution network operators (IDNO) and independent connection providers (ICP) to obtain their budget quotation for bringing connections to the development.

A land enquiry will be submitted to the gas DNO to seek advice on current network capacity and a high-level review of published information from the electricity DNO will be undertaken to understand the current state of the Primary Distribution Network, advising, at the time of checking whether there is sufficient headroom with the Primary Network to serve the additional proposed load required.

A Pre-Development enquiry will be submitted to the local potable water DNO which will provide an overview of a potential POC for potable water, as well as provide advice on the current capacity availability, advise on any capacity issues and confirm whether further network modelling or reinforcement works will need to be undertaken to ensure capacity is available within the local potable water distribution network.

A review of Openreach's website will be undertaken to understand their current costings for mixed use developments as it is understood they no longer accept land enquiries, which is how this information was previously sought.

Further to this report we can also support you in fulfilling the Procurement of Firm New Connections, New Connections Coordination, Temporary Builders' Supplies and any procurement of budget or detailed diversionary works estimates, as well as any Wayleaves/Easement information that may be required to facilitate the scheme. Further details can be found in the 'Your Next Steps' section and our website: <https://utilityolutions.atkinsglobal.com/>.

Please be aware that this report is based upon information provided by third parties and therefore Atkins takes no responsibility or liability for the accuracy of this information. All existing utility assets should be investigated on site in line with PAS128 and industry best practice.

# 1. Electricity Infrastructure

## 1.1. Western Power Distribution (WPD)

### New Supplies & Capacity

An application has been made to Western Power Distribution (WPD) to carry out an assessment of their network with a view to supporting the proposed development. Although WPD did not comment on the capacity available in the existing infrastructure around the site, a budget estimate for the new connections was provided and can be found in the appendices of this report, referenced “3684310” and dated 3rd July 2020. Their budget new connections estimate is based on a point of connection to the HV network assumed to be sited along Draycott Crescent, GL11 5LN near to the proposed southern site entrance, as indicated by the WPD planner in an email to Atkins, appended to this report. The works proposed are to supply, install and connect HV/LV/service cables, substation plant and earthing. As this is a budget estimate, plans for the proposed connection estimate are not provided by WPD.

Since the anticipated connection to the site will be at high voltage, it is assumed that a substation will be required and can be located within the site boundary. The developer should ensure that an adequately sized parcel of land is set aside for this purpose that meets WPD criteria including access provision for servicing of the substation with 24-7 access being available. The position of the substation on larger developments may be important to avoid possible volt drop in Low Voltage cables where distances exceed 350-400m from the substation, therefore it may be requirement for it to be sited in a central position on site.

WPD comment that an additional sum of £1,100,000.00 is proposed for the diversion of their overhead 33kV network that is located running throughout the extents of the proposed development site.

From reviewing the publicly available published information on WPD’s website, it is understood, that at the time of checking on 24<sup>th</sup> June 2020 there is an estimated demand headroom of 9.03mVA in the Dursley 33kV/11kV Primary Substation, numbered “790021” that supplies the area of the proposed development. This would appear to suggest that as long as this capacity is not taken up by other developments, there should be sufficient capacity to serve the proposed new development load as requested via an 11kv HV connection, without the need for any upstream reinforcement. The results of the high-level capacity study can be found in the appendices of this report, however 2no. screenshots confirming the above also follow the below costs table, on the following page.

Its recommended that a New Connections Firm application is made to WPD at the earliest stage to confirm the point of connection and confirm that sufficient capacity is still available within their local electricity network.

### Estimate/Budget Costs

Description of Works	Cost Estimate	Source
Budget New connections estimate (including a new substation)		WPD’s Response
Provisional estimate for the diversion of existing 33kV overhead network throughout the proposed development site		WPD’s Response



Substation name	Dursley 33/11kv
Substation type	Primary
Substation number	790021

 Substation Demand Headroom	9.03 MVA
 Substation Reverse Power Headroom	10.75 MVA
 Upstream Demand Headroom	-
 Upstream Generation Headroom	-
 Substation Fault Level Headroom	4.91 MVA
 Associated Statement of Works	No

## 2. Gas Infrastructure

### 2.1. Wales and West Utilities (WWU)

#### New Supplies & Capacity

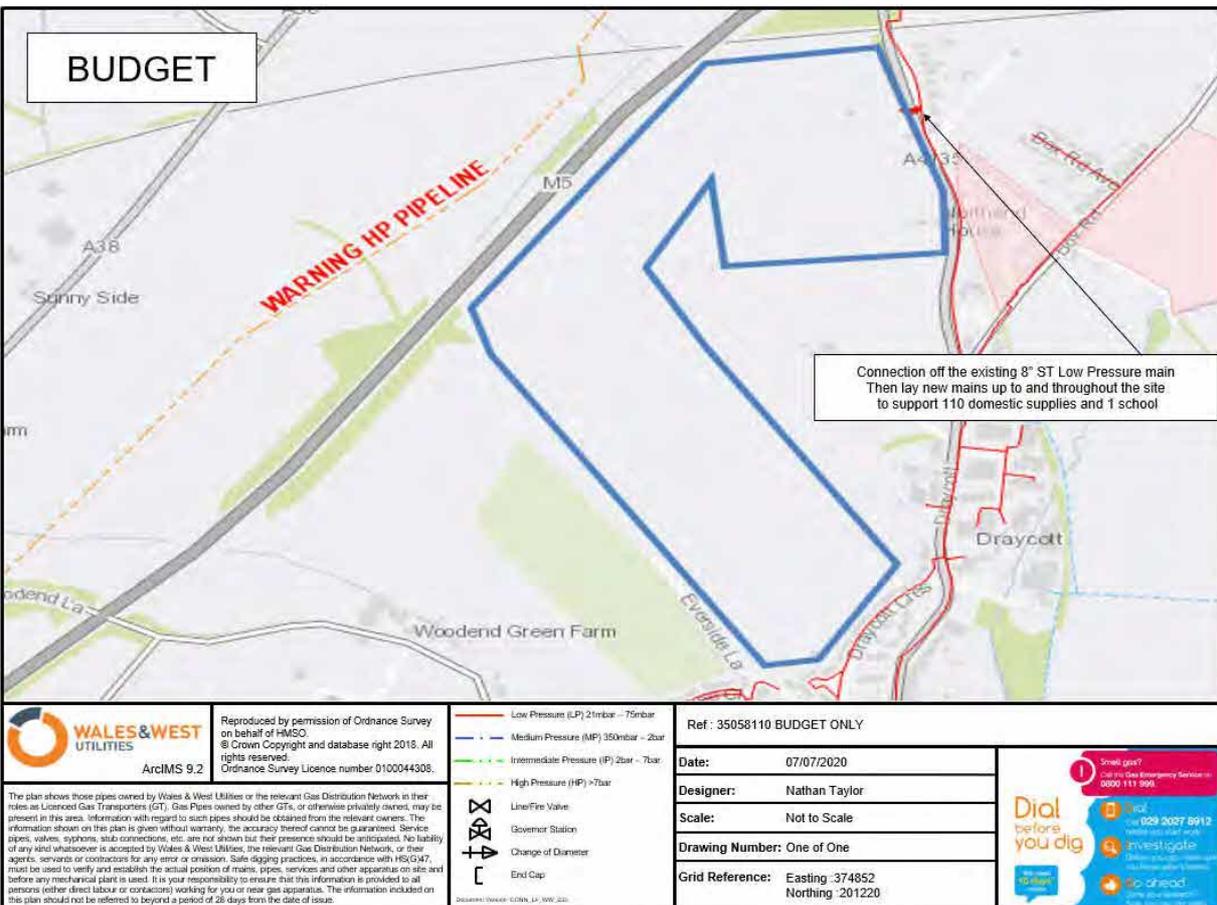
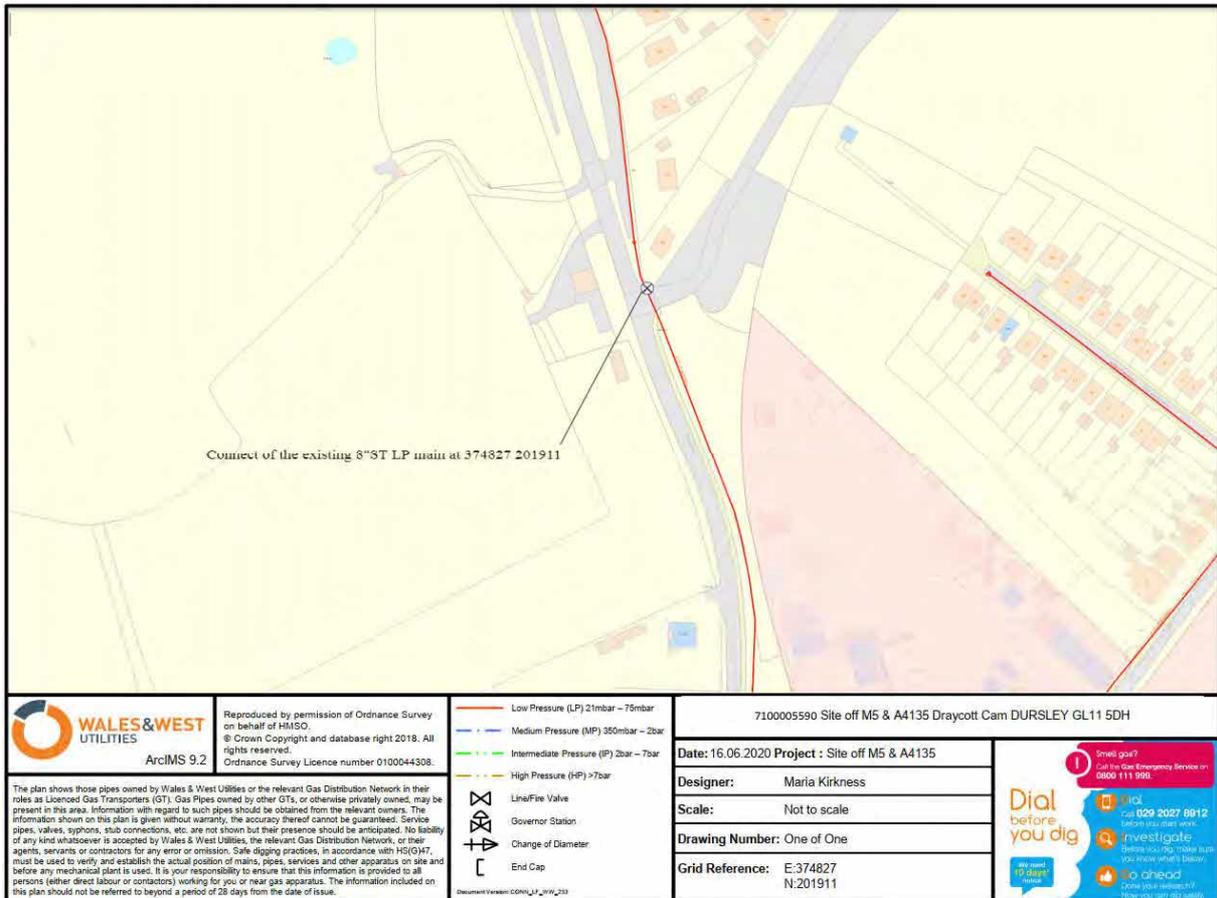
An application has been made to Wales and West Utilities (WWU) to carry out an assessment of their local gas network and advise whether there is sufficient capacity in their existing network to support the proposed development. WWU have confirmed via a letter referenced; “7100005590” and appended to this report that there is sufficient capacity available from the existing 8” Steel (ST) Low Pressure main located approximately 120 metres from the site boundary in the A4135, Draycott, towards the northern extent of the proposed development site.

Further to this WWU have provided a budget new connections estimate via letter referenced “35058110” and dated 9th July 2020. WWU’s budget estimate cost is based on a Point of Connection (POC) to the existing 8” ST LP main in the A4135 and to then lay a new main to and throughout the site, via 32mm Polyethylene (PE) LP services, to serve the 1,100 proposed properties via domestic connections and the school via a single commercial connection. WWU have stated that all services will terminate externally to the properties and the commercial connection terminating at a GC2FS kiosk. WWU have included costs for themselves to excavate within the public land and assumed the Developer will dig within the private land.

A screenshot of the proposed POCs can be found after the below costs table, on the following page. The predicted POCs are in differing locations, however, they are to the same main. A firm new connections application is advised to obtain a Firm POC. Due to the value of the budget new connections cost, WWU have advised a designed study may be required upon receipt of a Firm New Connections application.

#### Estimated/Budget Costs

Descriptions of Works	Cost Estimate	Source
Budget New Connections Estimate	[REDACTED]	WWU's Response



## 3. Water Infrastructure

### 3.1. Severn Trent Water (STW)

#### New Supplies & Capacity

Since regulatory changes to the water industry were imposed by OFWAT in April 2018 it is now guaranteed that capacity will be made available to all new housing schemes by water network owners in England. Severn Trent Water (STW) are required use infrastructure charges to pay for the cost of any reinforcement work that may be necessary to fulfil the supply requirements for new schemes. To ensure sufficient capacity is available or made available to support the site the developer will need to engage with STW during the planning stages to ensure they are given sufficient time to facilitate any required reinforcement works. Of course, the developer remains responsible for all requisition charges from the point of connection to the existing main to the connections on site to individual properties.

An application was made to STW to retrieve advice on the current local water networks available capacity to serve the proposed development and to obtain a budget cost for connecting the proposed development. The response gained can be found in the appendices of this report referenced; "8416854," dated 22<sup>nd</sup> July 2020.

STW have advised in their pre-development enquiry response that it will be necessary to reinforce their potable water distribution network based on 2no. points of connection (POC) from the north-east and south east boundaries to supply the proposed development site of 1,100no. domestic units and a new two-form entry school for up to 450no. pupils, plus staff.

In the absence of development scheduling/construction phasing STW are currently unable to confirm the full extent of the reinforcements, as it will be dependent of the final loading required from each site entrance. The anticipated extents of reinforcement work involves approximately 500m of existing 90mm and 150mm water mains in the area being upgraded to become 200-250mm water mains, with a new water meter and a pressure-reducing valve (PRV) installed at the site entrance. It is further advised in STW's response that if a spine road runs through the site connected at each new entrance, STW anticipate that the 200-250mm mains would need to continue through the spine road and link up at each entrance.

If the Developer is only looking to progress a connection from one entrance then a link through will not be achievable and as such the new mains dimensions may drop in size(s) as the road continues through and demand at each tee lowers. As there is currently no requirement for process water or private firefighting supplies the reinforcement costs will be completed at STW's expense but may increase timescales to achieve a connection. This will be confirmed once a formal new connections quote has been issued.

STW further advise that depending on the final proposals for new vehicular entrances into this site, a diversion of their existing potable water mains may be required. If this is the case, then Atkins highly recommend that full engagement should be had with the STW diversions team to ensure they are fully aware of the network reinforcement works anticipated to be required to facilitate connection of the site. This may mean that the firm new water mains application and the detailed diversionary works applications will need to be made at the same time to ensure each application is aware of the other. This will hope to ensure that the diversion/lowering of an existing potable water distribution main is not completed and then requires replacing straight after for upgrade work. The sensible way to go about this, aiming to save any cost at all and seeing as though upgrade works are fully funded by STW, is to try to get STW to install upsized mains at a suitable depth for the scheme to avoid the need for any diversions.

Further to this, STW have noted that it is their policy that all sites that are to have new water mains installed must be assessed for contamination prior to approving the use of Medium-Density Polyethylene (MDPE) pipework regardless of the site history. Should a contamination report not be provided, then the Developer will be required to lay barrier pipe to supply the development.

Developers have two options available to them with regards to mainslaying; requisition and self-lay. When mains are requisitioned, STW will complete the required work, depending on which laying option is preferred; “no excavation” or “open cut.” If requisition is the preferred option then STW will require payment upfront.

If the Developer opts for the self-lay route they will need to choose a Water Industry Regulation Scheme (WIRS) accredited installer operating as the self-lay provider (SLP) to lay the water mains and/or service connections. This options means that the SLP completes the contestable works and STW complete the non-contestable works and any contestable works the SLP may ask STW to complete; providing the charges to do so.

When the site is ready to be progressed, it is recommended that the Developer gets in touch with STW ahead of making the application due to the size of the site. This will ensure the scheme is managed exclusively by one of the 2no. Senior Technicians with the connections department to ensure that full site proposals are managed alongside each individual application for parcels of land and/or the spine main.

STW have provided a budget new water mains cost based from a desktop only study, this includes the connections cost e.g. source of water; the worst-case scenario figure has additionally been provided in the costs table of this report. Please note that this cost is based on barrier material due to the absence of a contamination assessment report. Due to the size of the development it is advisable to split the scheme and applications into phases and for these to be applied for as required, with costs being calculated as part of the formal application and design. Atkins have estimated the total service connections cost in the following costs table using STW’s 2020/2021 published charging arrangements information, based on 1,100no. 25/32mm supplies and a single 50mm+ supply to the school.

Further to this, STW continue to explain that in recognition of future income that STW will benefit from as a result of newly connected properties, a reduction will be applied to the charges for the majority of the new connections. The estimates for this provided in the below costs table are based on the number of domestic properties for the proposed development site, not including the school as the fixtures/fittings information is yet to be provided and therefore the relevant multiplier cannot be assigned. Please note the estimate doesn’t allow for the cost of individual service connections work or take into account any infrastructure credits or environmental discounts that may be applicable.

Additionally, if a spine main is looking to be installed then STW recommend a connection for bringing a temporary builder’s supplies (TBS) to site is designed, along with any street cleaners etc. Atkins have estimated the cost for a TBS connection in the following costs table.

As screenshot of STW’s infrastructure charges estimate, mains lay budget estimate and asset records follows the below costs table.

### Estimated/Budget Costs

Description of Works	Cost Estimate	Source
New Water Mains (inclusive of connections costs e.g. source of water): Open cut		STW’s Response
Service Connections Cost		Atkins’ Estimate
Potable Water Infrastructure Charges (excluding asset valuations)		STW’s Response
Wastewater Infrastructure Charges (excluding asset valuations)		STW’s Response
Expected Income offset for Potable Water		STW’s Response



## 4. Telecommunications Infrastructure

### 4.1. Openreach BT

#### New Supplies

A land enquiry would normally be submitted to Openreach BT to gain advice on whether Fibre to the Premises (FTTP) can be deployed to the development. However, Openreach have recently changed their system so that Land Enquiries can no longer be submitted for this type of development. Therefore, as the proposed development's plans are in their infancy it would be too early to formally register the site with Openreach BT. Atkins Utility Solutions have sought information from Openreach's website to inform this report.

The advice on their website is as follows:

- *“Openreach will install Fibre to the Premises (FTTP) free of charge for those developments of 20 or more premises.”*

Upon review of the Openreach website and without formally registering the site with Openreach, information pertaining to the cost of bringing FTTP (Fibre To The Premises) to a commercial unit/mixed use development could not be found. However, it is Atkins Utility Solutions' experience that Openreach BT can supply commercial development sites with FTTP (Fibre To The Premises) with Openreach usually confirming that they will contribute the first £1000/plot towards the total connection cost. Any costs over and above this will be payable by The Developer. Any additional charges will be confirmed in an offer letter when the site is registered with Openreach BT.

#### Estimated/Budget Costs

Description of Works	Cost Estimate	Source
Deploy Fibre to the Premises (FTTP) for 1,100no. domestic units	Free of Charge	Openreach BT's Website
FTTP for Primary School	Openreach to contribute £1,000 of the cost per plot	Atkins' Estimate

## 4.2. Broadband and Mobile Coverage

### Broadband Coverage

Broadband Type	Available?	Highest Available Download Speed	Highest Available Upload Speed
Standard	✓	17Mbps	1Mbps
Superfast	!	48Mbps	9Mbps
Ultrafast	✗	✗	✗

For full results and heat map of the area please see the Appendices.

Source: Ofcom.

### Mobile Coverage

Network	Voice	Data	Enhanced Data
EE	✓	✓	✓
O2	✓	✓	✓
Vodafone	✓	✓	✓
Three	✓	✓	✓

For full results of the coverage of the area please see the Appendices.

Source: Ofcom.

## 5. Dual-Fuel

### 5.1. Fulcrum Pipelines Limited

#### New Supplies & Capacity

A request for Fulcrum Pipelines to provide a budget new connections cost for bringing electricity and gas services to the proposed development site was sought. The response gained from Fulcrum can be found in the appendices of this report, referenced; "5101414/PQ189299," dated 8<sup>th</sup> July 2020.

Fulcrum have provided a budget cost estimate for new dual-fuel connections for indicative purposes only and therefore the offer cannot be formally accepted, please note that Fulcrum have costed for off-site works only and therefore no on-site allowances have been made in the pricing provided below. A list of assumptions that Fulcrum have allowed for within their budget new connections cost estimate is as follows:

- Fulcrum is assumed to excavate, backfill and reinstate all trenches required outside the site boundary.
- It is assumed that the developer will excavate, backfill and reinstate all trenches required within the site boundaries.
- The developer would be required to provide suitable provision for all work and clear working access to site at all times.
- Termination points assumed.
- No meter installation / co-ordination or outlet pipework is included within this indicative price; however, we would be happy to provide a quotation for these services. Please contact your Fulcrum Advisor if you would like to learn more.
- It is assumed that no easements or permissions are required to carry out any of the proposed works.
- It is assumed that any CHP, compressors or boosters etc. to be connected to the proposed infrastructure will be done in accordance with all appropriate legislation/policies etc. to maintain the integrity and security of the existing infrastructure (this may mean upsizing of some or all of the proposed new infrastructure) and no additional design parameters have been included for.
- The assumption that there will be sufficient capacity in the existing network.
- This indicative price quotation does not take into account, or include for, any specialist works e.g. rail crossings, third party underground plant, design studies, reinforcement, diversions or disconnections etc. that may be required.

#### Estimated/Budget Costs

Descriptions of Works	Cost Estimate	Source
Budget New Connections Cost Estimate		Fulcrum's Response

## 5.1. GTC

### New Supplies & Capacity

An application was submitted to GTC for them to provide a budget new connections cost for bringing electricity and gas services to the proposed development site. The response from GTC can be found in the appendices of this report, referenced; "West/34123325/428229," dated 17th July 2020.

GTC's budget new connections cost is an estimate and is provided for indicative purposes only and their offer therefore cannot be accepted. Items included/excluded from their budget cost is set out in "GTC's Terms of Offer" below and a breakdown of the costs is provided after the costs table on the following page:

#### Electricity Terms

- This quotation is based on a firm point of connection (PoC) offer from the upstream Distribution Network Operator (DNO) / Independent Distribution Network Operator (IDNO). The offer made by the DNO/IDNO is valid until 20<sup>th</sup> September 2020.
- GTC has been offered a High Voltage (HV) connection. Due to the size of the site 3 substations 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 substations at their own cost.
- This quotation includes the excavation and reinstatement costs in public highway (17m footpath), which will be carried out by GTC.
- GTC has assumed that the Developer will construct a brick-built housing for the substations 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 1,100 Plots will be in trenches pre-excavated by the Developer.
- 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 substation has been sized for the commercial development (School). This quotation does not include the cost of supply and installation of mains and services for the commercial development.
- GTC's quote is based on 1,100 Plots having gas heating.
- GTC has calculated the total load for the site to be 1,704kVA.
- 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.
- The load allowance for I&C units has been based on the information provided. Variance from these values for the I&C units may result in additional costs therefore please notify us if any changes are required.
- 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 streetlights, in this cost GTC has assumed you will provide ducting and excavation to GTC specifications. Prior to the energisation of the streetlights you will need to have appointed an electricity supplier for the supply of the streetlights. 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>.

## Gas Terms

- This quotation is based on a firm point of connection (CSEP) offer from the upstream Gas Distribution Network Operator (GDNO) / Independent Gas Transporter (iGT). The offer made by the GDNO is valid until 27<sup>th</sup> September 2020.
- This quotation only includes the excavation and reinstatement costs in the public highway, which will be carried out by GTC. GTC has received a connection off the GDN/iGT 180mm PE MP main adjacent to TJW Precision Engineering on Draycott Business Park. GTC has allowed for 211 metres of off-site work (195m road, 5m footpath, 11m verge).
- This quotation is subject to the relevant legal easements being acquired. Any costs incurred will be rechargeable to the developer.
- All other excavation will be the responsibility of the Developer.
- Supply of the governor and installation cost has been included in this quote. An area of land approx 6sqm is required to site the gas governor. Please note the governor may take 12 to 14 weeks to deliver.
- The Developer shall be responsible for all on-site excavation and reinstatement.
- GTC has assumed that any existing mains on-site will be abandoned. It is the responsibility of the Developer to arrange works with the gas transporter.
- GTC has assumed there are no environmental issues that may impact on the materials or methods of installation of its proposed networks.
- GTC has assumed all mains and services feeding 1,100 Plots will be in trenches pre-excavated by the Developer.
- GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths.
- GTC mains have been sized for the commercial development (School). This quotation does not include the cost of supply and installation of mains and services for the commercial development.
- This quotation is based on smart meters in cavity meter boxes. Meter boxes shall be located on the front elevation or no more than 2m along a side elevation of each Plot.
- This quotation is based on all smart meters at the Plots being installed by GTC (or its subcontractor) and owned by GTC Pipelines Limited. If the Developer wishes to appoint a third party to install and/or own any gas meters at any of the Plots, it shall obtain GTC's prior written consent to do so and, in such circumstances, GTC reserves the right to amend the amounts payable under this quotation accordingly.
- This quotation does not include the supply and fit of the commercial services, meters or kiosks. The meter and kiosk must be arranged separately through your chosen gas supplier.
- The gas load for the I&C unit(s) has been based on the information provided. Variance from these values for the I&C unit(s) may result in additional costs therefore please notify us if any changes are required.
- GTC's Technical Guidelines for Gas can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>.

## Estimated/Budget Costs

Descriptions of Works	Cost Estimate	Source
Budget New Connections Cost Estimate	[REDACTED]	GTC's Response

### Onsite Costs

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

On-site works	
You pay GTC	[REDACTED]

### 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) – Gas:	[REDACTED]
Network Operator Costs – Gas:	[REDACTED]
Off-site works (GTC) – Electricity:	[REDACTED]
Network Operator Costs – Electricity:	[REDACTED]
TOTAL OFFSITE – You pay GTC	[REDACTED]

## 6. Multi-Utility

### 6.1. Murphy Utility Connections

#### New Supplies & Capacity

A request for Murphys to provide a budget new connections cost for bringing electricity, gas and water services to the proposed development site was sought and the response from Murphys can be found in the appendices of this report, referenced; "20P\_00725A," dated 24th August 2020.

Murphys' budget new connections cost is an estimate and is provided for indicative purposes only and therefore cannot be accepted. Please note that Murphys have confirmed that they have allowed for a large commercial supply within their estimate, though it's not listed on their formal response letter. Murphys have outlined their intended works below:

#### Electricity

- Lay off and onsite HV electrical mains and install 2 x 1000 kVa package substations complete with internal wiring, lighting and a standard substation earthing arrangement.
- Lay onsite LV electrical mains and 1100 x domestic LV services terminating with recessed meter boxes and 100 amp cut outs.

#### Gas

- Connect to Wales & West Existing medium pressure main and lay off and onsite PE MP gas mains terminating with an MP/LP PRI housed above ground in a GRP kiosk. Concrete base by others.
- Lay off and onsite PE LP gas mains and x domestic PE LP services terminating with recessed meter housings and smart meters.

#### Water

- Lay onsite HPPE water mains and 1100 x domestic 25mm services terminating with Atlas boundary boxes and 15mm meters. Water and wastewater infrastructure charges included: £809,622.00

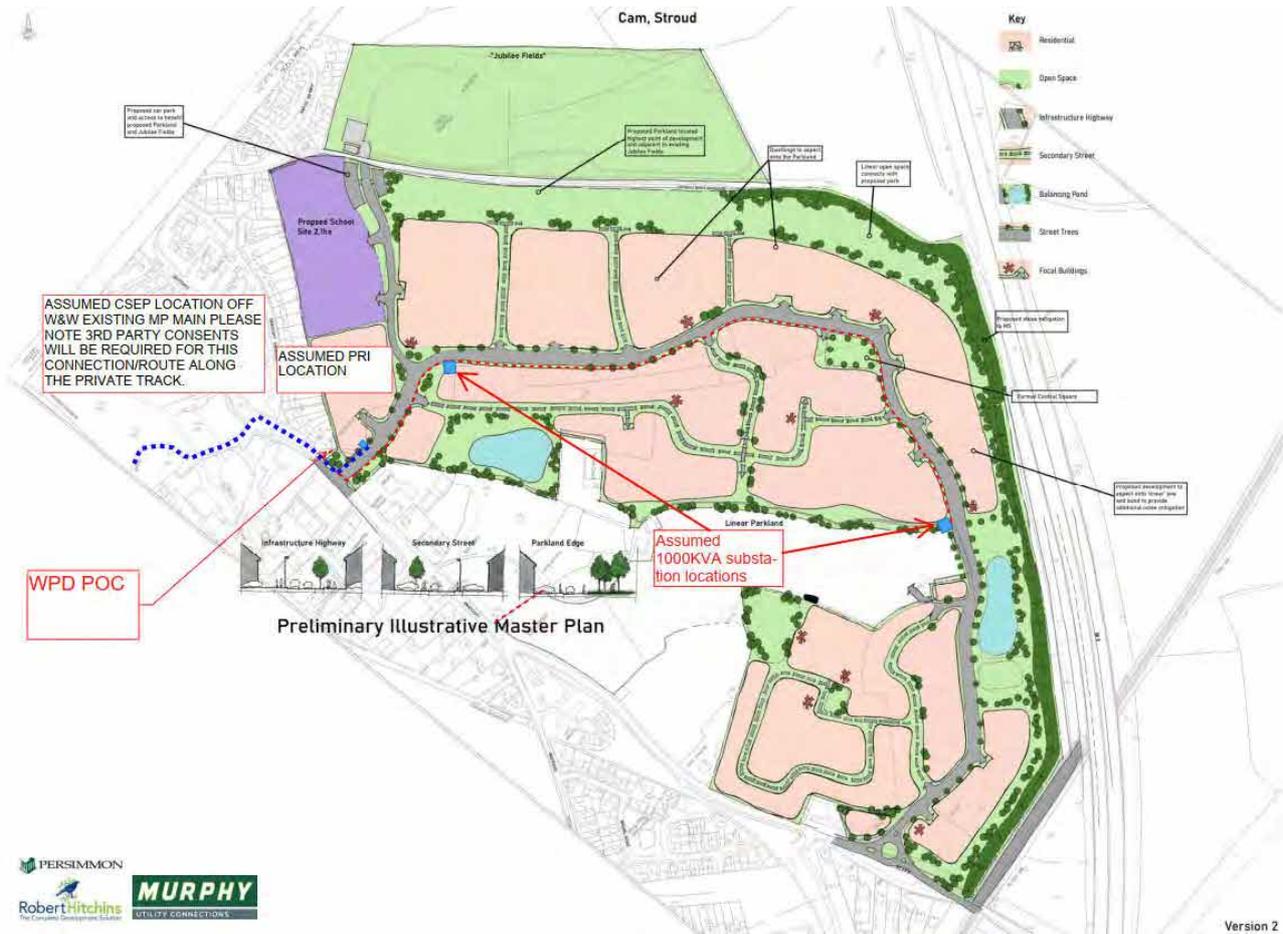
The following items listed below are excluded from the works, except where expressly stated to the contrary:

- The supply and installation of a recessed meter housing.
- The supply or installation of meters.
- The matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials.
- The reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind.
- Any work (including cross bonding) on the outlet side of the meter.
- The making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of J Murphy & Sons Ltd which shall be made good by J Murphy & Sons Ltd at no additional cost to the Customer.
- If and to the extent that any further items are stated within the Quotation to be excluded from the Works these shall also be deemed to be outside the scope of the Works.

A screenshot of Murphys electricity connection plan can be found on the following page.

#### Estimated/Budget Costs

Descriptions of Works	Cost Estimate	Source
Budget Multi-Utility New Connections Cost Estimate		Murphy's Response



## 6.2. UK Power Solutions (UKPS)

### New Supplies & Capacity

A request for UK Power Solutions (UKPS) to provide a budget new connections cost for bringing electricity, gas and water services to the proposed development site was sought and the response from UKPS can be found in the appendices of this report, referenced; "UKP10029," dated 22nd July 2020. UKPS have provided a budget new connections estimate for indicative purposes only and the proposals/cost estimate cannot be formally accepted. UKPS state that they would welcome to opportunity to provide a Firm New Connections Quotation for these works when appropriate for the scheme.

UKPS' estimate has been based on a total site load of 2,320kVA (electric) and 9,980kW (gas) for the following:

- 1,100no. residential units.
- 1no. commercial unit (school).

The cost estimate provided in the following cost table includes "contestable" and "non-contestable" electrical, gas and water installation works from the Point of Connection (POC) / Connected System Exist Point (CSEP) to the onsite metering positions. All of UKPS' clarifications and assumptions are listed below:

- An HV point of connection is assumed to be available at the site entrance no requirement for upstream reinforcement.\*
- 1 x MP gas CSEP is assumed to be available on Draycott at grid reference 374882, 201412 with no requirement for upstream reinforcement.\*
- 2 x Water point of connections are assumed to be available at both site entrances with no requirement for upstream reinforcement via an end connection.\*
- Our estimate includes for 3 x 800kVA distribution substations.
- Our estimate includes for 1 x Gas Pressure Reduction Station (PRS).
- All onsite civil/excavation works will be by others.
- All offsite civil/excavation works will be by UKPS.
- Excludes all possible diversions/disconnections.
- Substation enclosures to be provided by others.
- Electric meter cabinets and hockey sticks to be provided by others.
- Gas meters will be external at ground floor level.
- Water Infrastructure charges for 1100 x residential properties.
- Excludes boundary boxes and building water charges.

*\*The location of the Point of Connections/CSEPs in any other positions or requirement for upstream reinforcements can have a significant impact on the connection costs.*

### Estimated/Budget Costs

Descriptions of Works	Cost Estimate	Source
Budget New Connections Cost Estimate	[REDACTED]	UKPS' Response

## 7. Your Next Steps

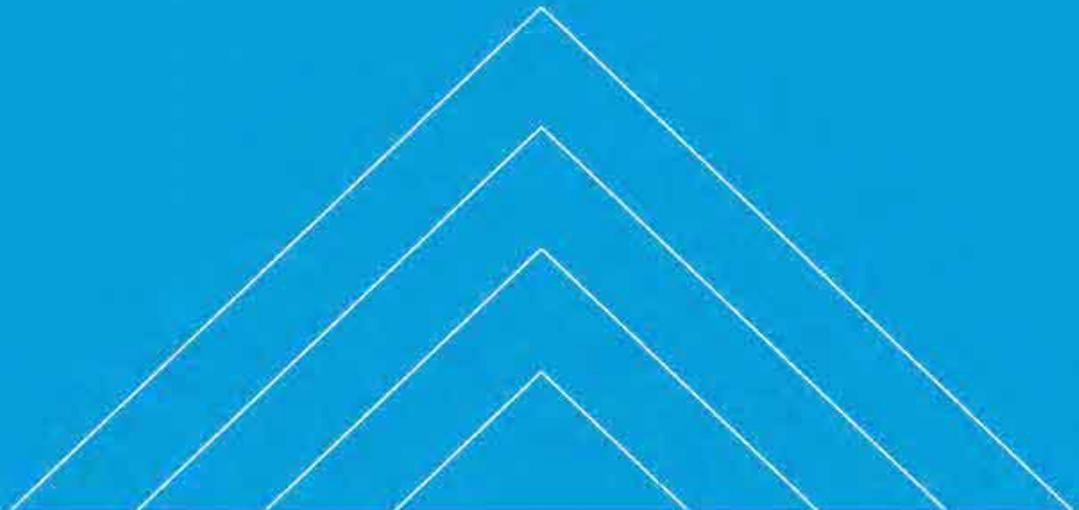
Here are your next steps to a successful project:

- Ensure your future design iterations are reviewed against the latest utility asset records to identify potential conflicts.
- Obtain relevant Wayleaves and Easement offsets for the overhead electricity network, taking into account sag and swing. We can help you procure this information with our Wayleaves Report service.
- Undertake Detailed Diversionary Works Estimate Procurement ahead of completing Section 278 Works for the proposed site accesses at the north and south of the proposed development site. A diversionary works estimate procurement should additionally be made to WPD regarding their 33kV overhead network located throughout the proposed development site. We can procure the estimates and coordinate the acceptance of works with our Diversions Estimate Procurement and Coordination Services.
- Firm New Connections quotations will provide you with formal costs which can be accepted to proceed with works. We can help you procure these costs with our Firm New Connections service.
- Bring Temporary Builders' Supplies to site for use by your site team/contractor. Our Temporary Builders' Supplies procurement and coordination service can help you do this.
- Carry out a PAS128 compliant utility site survey to mitigate the risk of unknown utility apparatus being present onsite and confirm the location of apparatus indicated within the Utility Search Report. We have significant experience in procuring PAS128 site surveys and can support you in procuring and coordinating these surveys.

To discuss how we can support your developments next steps your Consultant's contact details are found at the end of this report.

A list of services we offer can be found on our website: <https://utilitysolutions.atkinsglobal.com/>.

# Appendices



# Appendix A. Utility Responses

On following pages.

 Persimmon (29ha)  
 Robert Hitchins (9.5ha)



-  Residential
-  Open Space
-  Infrastructure Highway
-  Secondary Street
-  Balancing Pond
-  Street Trees
-  Focal Buildings

Proposed car park and access to benefit proposed Parkland and Jubilee Fields

Proposed Parkland located highest point of development and adjacent to existing Jubilee Fields

Dwellings to aspect onto the Parkland

Linear open space connects with proposed park

Proposed School Site 2.1ha

Proposed noise mitigation to M5

Formal Central Square

Proposed development to aspect onto 'linear' pos and bund to provide additional noise mitigation

Linear Parkland

Infrastructure Highway    Secondary Street    Parkland Edge

### Preliminary Illustrative Master Plan

Filter by: [Help me ?](#)

Hide <

View as **Map** Data

**Licence area** Local authority

Show All ▾

Alternatively, view by [Local authority](#) areas

Supply Type

Primary ▾

Capacity Mode

Demand ▾

Connection potential

Select all ▾

Capacity (MVA)

2,320 🔍

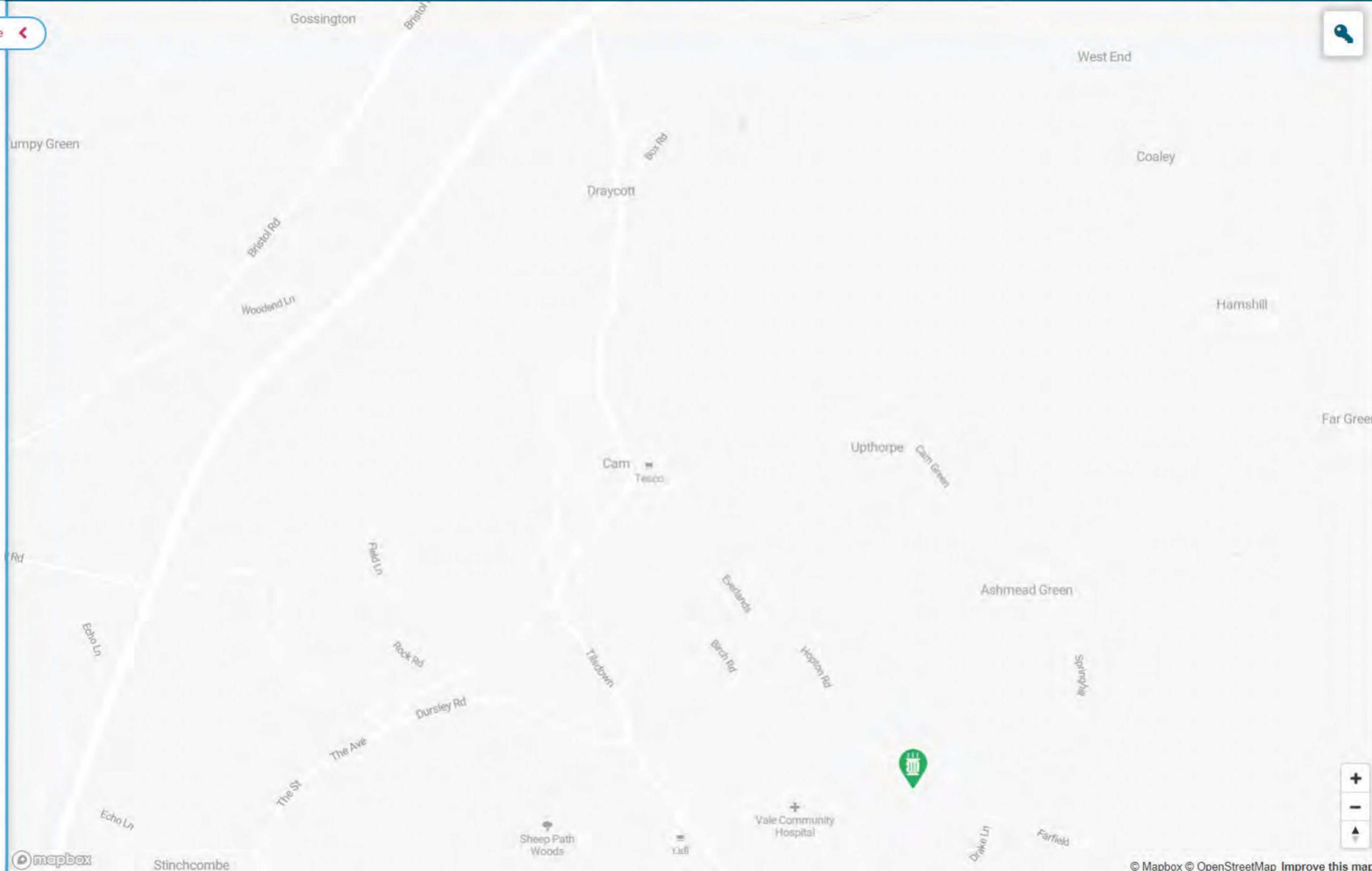
Location

GL11 5DH 🔍

Show substation pins

Show Active Network Management Zones

Reset filters



Filter by: [Help me ?](#) Hide <

View as **Map** Data

**Licence area** Local authority

Show All

Alternatively, view by [Local authority areas](#)

Supply Type  
Primary

Capacity Mode  
Demand

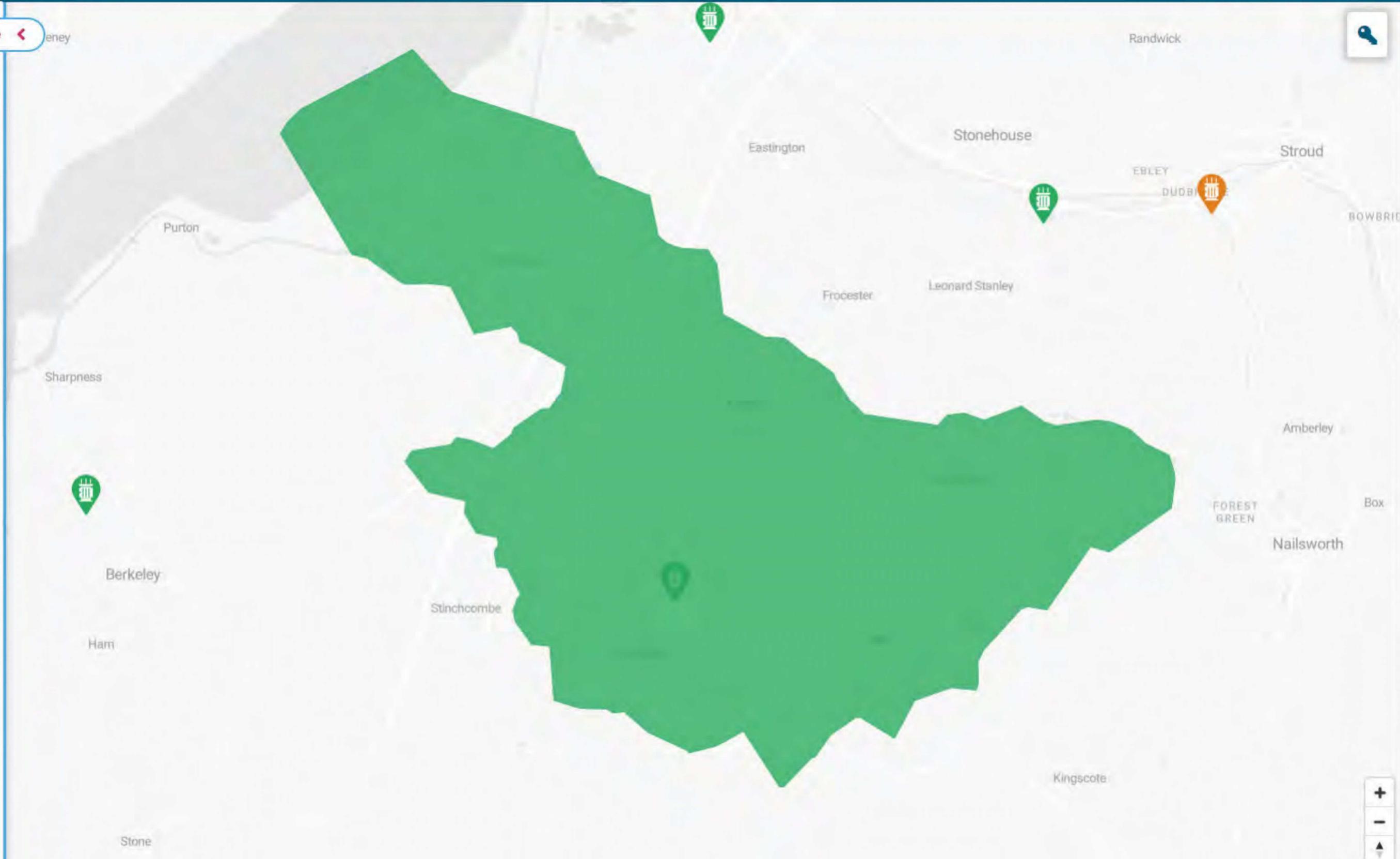
Connection potential  
Select all

Capacity (MVA)  
2,320

Location  
GL11 5DH

- Show substation pins
- Show Active Network Management Zones

Reset filters





Substation name Dursley 33/11kv

Substation type Primary

Substation number 790021

	Substation Demand Headroom	9.03 MVA
	Substation Reverse Power Headroom	10.75 MVA
	Upstream Demand Headroom	-
	Upstream Generation Headroom	-
	Substation Fault Level Headroom	4.91 MVA
	Associated Statement of Works	No



## Key

	<b>Grid supply Point (GSP)</b>	The point on the network where WPD receive a 132kV infeed from National Grid
	<b>Bulk Supply Point (BSP)</b>	Intermediate substation generally where 132kV is transformed down to 33kV
	<b>Primary</b>	Intermediate substation generally where 33kV is transformed down to 11kV
	<b>High (Green)</b>	25% total site capacity still available
	<b>Medium (Amber)</b>	10% to 25% total site capacity still available
	<b>Low (Red)</b>	Less than 10% total site capacity available
	<b>Active Network Management Zone</b>	The polygon denotes an Active Network Management Zone



Data updated Wednesday 24 June 2020

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 03 July 2020 10:41  
**To:** Utility Solutions Consultancy  
**Subject:** RE: Cam Dursley site off M5 - Budget Estimate  
**Attachments:** Budget Estimate Letter 3684310.pdf

**Categories:** Action Required

Hello [REDACTED]

Please see attached budget estimate letter for the site at Cam.

FYI I have had some enquiries about diverting our 33kV network which crosses the site at present. A provisional estimate for the diversion works is £[REDACTED]

If you have any questions please don't hesitate to get in touch.

[REDACTED]

Western Power Distribution | Saw Mills End | Gloucester | GL4 3BH

PLEASE NOTE I AM CONTACTABLE ON MOBILE PHONE (EMAIL ONLY) UNTIL FURTHER NOTICE

**WESTERN POWER**  
**DISTRIBUTION**  
*Serving the Midlands, South West and Wales*

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 06 July 2020 12:58  
**To:** [REDACTED]  
**Subject:** RE: Cam Dursley site off M5 - Budget Estimate  
**Attachments:** Budget Estimate Letter 3684310.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

**Categories:** Action Required

H [REDACTED]

Sorry my mistake, yes that's included and I've updated the attached letter to show the total demand.

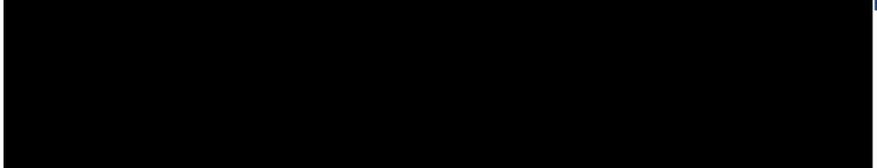
The POC at present would be approximately outside 1 Draycott Crescent GL11 5LN, which looks like it's next to the proposed site entrance

If there's anything else please let me know

[REDACTED] **11kV Planner**

Western Power Distribution | Saw Mills End | Gloucester | GL4 3BH

**PLEASE NOTE I AM CONTACTABLE ON MOBILE PHONE (EMAIL ONLY) UNTIL FURTHER NOTICE**



# Budget Estimate



[Redacted]  
Persimmon Homes Severn Valley c/o Atkins,  
The Hub, 500,  
Park Avenue  
Aztec West, Almondsbury  
Bristol,  
BS32 4RZ

Western Power Distribution  
Saw Mills End  
Gloucester  
GL4 3BH



**Our ref**  
3684310

**Date**  
03/07/2020

Dear Lewis Evans

**Budget Estimate for electricity connection works by Western Power Distribution (West Midlands) plc ("WPD") for a Cam, Dursley Site off M5 & A4135 Cam Dursley, GL11 5DH**

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.

<b>Estimated Connection Charge</b>	Non-Contestable works	[Redacted]
	Contestable works	[Redacted]
	VAT at 0 %	[Redacted]
	<b>Total</b>	[Redacted]

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>

## Your supply will have the following electrical characteristics

	Voltage	400/230V
	Phase	Single
	Agreed Import Capacity	Site demand 2320kVA
	Agreed Export Capacity	0KVA

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.

### **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:**

**Supply, install and connect HV/LV/service cables, substation plant and earthing**

Please note that these proposals are based upon a desk top provisional investigation and no site visit or detailed study has been carried out.

The estimate does not include costs for any reinforcement or diversionary work that may be required, or for any environmental, earthing, or stability studies which may also be necessary, although these are generally only required for larger capacity connections.

### **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,

  
11kV Planner  
Gloucester

**Our Reference Number** : 7100005590  
**Your Reference Number** : Site off M5 & A4135



Wales & West House  
Spoooner Close  
Celtic Springs  
Coedkernew  
Newport NP10 8FZ  
[www.wwutilities.co.uk](http://www.wwutilities.co.uk)

**FAO:**

**Date** :  
**Network Contact** :  
**Telephone** :  
**Fax** :  
**Email** :

**Dear ,**

**Re:**

Thank you for your Enquiry dated , which we received on .

The nearest main is UNKOWNm from the site boundary, and is located . This is a 8" main.

The availability of capacity is based on estimated gas consumption, it is therefore not guaranteed. Please note that at the stage of requesting a quotation for this site, we will require accurate gas consumption details.

Plans Attached :

If you have any queries, please contact on who will be happy to assist you.

Any information you provide as part of this application process for our services will only be used in accordance with our privacy notice statement which can be found on our website [www.wwutilities.co.uk](http://www.wwutilities.co.uk). Alternatively a paper copy can be provided to you on your request by contacting our Data protection Officer at [DataProtection@wwutilities.co.uk](mailto:DataProtection@wwutilities.co.uk)

**24 hour gas escape number**  
**Rhif 24 awr os bydd nwy yn gollwng**

**0800 111 999\***

\*calls will be recorded and may be monitored  
caiff galwadau eu recordio a gellir eu monitro

3PC400

**Wales & West Utilities Limited**

Registered Office:  
Wales & West House, Spooner Close, Coedkernew, Newport NP10 8FZ  
Registered in England and Wales: No. 5046791

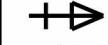
Connect of the existing 8"ST LP main at 374827 201911



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Ordnance Survey Licence number 0100044308.

The plan shows those pipes owned by Wales & West Utilities or the relevant Gas Distribution Network in their roles as Licenced Gas Transporters (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 Wales & West Utilities, the relevant Gas Distribution Network, 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 and 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 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.

-  Low Pressure (LP) 21mbar – 75mbar
-  Medium Pressure (MP) 350mbar – 2bar
-  Intermediate Pressure (IP) 2bar – 7bar
-  High Pressure (HP) >7bar

-  Line/Fire Valve
-  Governor Station
-  Change of Diameter
-  End Cap

Document Version: CONN\_LF\_WW\_233

7100005590 Site off M5 & A4135 Draycott Cam DURSLEY GL11 5DH

**Date:** 16.06.2020 **Project :** Site off M5 & A4135

**Designer:** [REDACTED]

**Scale:** Not to scale

**Drawing Number:** One of One

**Grid Reference:** E:374827  
N:201911

**Smell gas?**  
Call the Gas Emergency Service on  
0800 111 999.

**Dial**  
before  
you dig

We need  
**10 days'**  
notice

**Dial**  
Call **029 2027 8912**  
before you start work.

**Investigate**  
Before you dig, make sure  
you know what's below.

**Go ahead**  
Done your research?  
Now you can dig safely.

**Our Reference Number** : 35058110

**Your Reference Number** : Budget



Wales & West House  
Spooon Close  
Celtic Springs  
Coedkernew  
Newport NP10 8FZ

[www.wwutilities.co.uk](http://www.wwutilities.co.uk)

**FAO:**

Mr. [REDACTED]  
The Hub  
500 Park Avenue  
Aztec West  
Almondsbury  
BRISTOL  
BS32 4RZ

**Date**  
**Network Contact**  
**Telephone**  
**Fax**



### **Budget Indication**

**Re:** Site off M5 and A4135, Draycott, Cam, DURSLEY, Gloucestershire, GL11 5DH

**Dear Mr** [REDACTED]

Thank you for your recent request relating to the above site address.

I am writing to inform you that we have carried out an initial assessment of your request and we are able to provide you with a budget indication of likely costs.

### **Description of proposed works:-**

Connect onto 8" ST LP gas main in A4135 and then lay a new main to and through the site to feed x1100 domestic properties of 32mm PE LP services and x1 School with a commercial supply. All services will terminate external with the commercial terminating as a GC2FS kiosk. WWU will dig in the public, the customer to dig in the private land.

If firm quote is required a due to the value a design study may be required.

Wales & West Utilities estimated costs are [REDACTED] exclusive of any VAT at the applicable rate to carry out the works required. It is important to note that this figure is indicative and does not represent an offer to carry out works. Wales & West Utilities may subsequently provide a firm quotation which is significantly different from the amount indicated in this letter.

A copy of our charging statement along with our methods and principles for connection charges are available on request or via our website – [www.wwutilities.co.uk](http://www.wwutilities.co.uk).

It may be possible to obtain an alternative quotation from other Gas Transporters (GTs) or Infrastructure Connection Providers (ICPs) for the provision of this work. A list of registered ICPs can be obtained from the Lloyds Register website [www.lloydsregister.co.uk](http://www.lloydsregister.co.uk) (follow the Schemes / GIRS link). The Society of British Gas Industries can also provide information on alternative installers at [www.sbgj.org.uk](http://www.sbgj.org.uk). A list of GTs can be found on the OFGEM website [www.ofgem.gov.uk](http://www.ofgem.gov.uk).

If you have any queries or would like to progress this budget indication to a firm quotation please contact **Nathan Taylor** on **02920 278740** who will be happy to assist you.

Any information you provide as part of this application process for our services will only be used in accordance with our privacy notice statement which can be found on our website [www.wwutilities.co.uk](http://www.wwutilities.co.uk). Alternatively a paper copy can be provided to you on your request by contacting our Data protection Officer at [DataProtection@wwutilities.co.uk](mailto:DataProtection@wwutilities.co.uk)

**24 hour gas escape number**  
**Rhif 24 awr os bydd nwy yn gollwng**

**0800 111 999\***

\*calls will be recorded and may be monitored  
caiff galwadau eu recordio a gellir eu monitor

**BSL180B**

**Wales & West Utilities Limited**

Registered Office:  
Wales & West House, Spooner Close, Coedkernew, Newport NP10 8FZ  
Registered in England and Wales: No. 5046791

**24 hour gas escape number**  
Rhif 24 awr os bydd nwy yn gollwng

**0800 111 999\***

\*calls will be recorded and may be monitored  
caiff galwadau eu recordio a gellir eu monitor

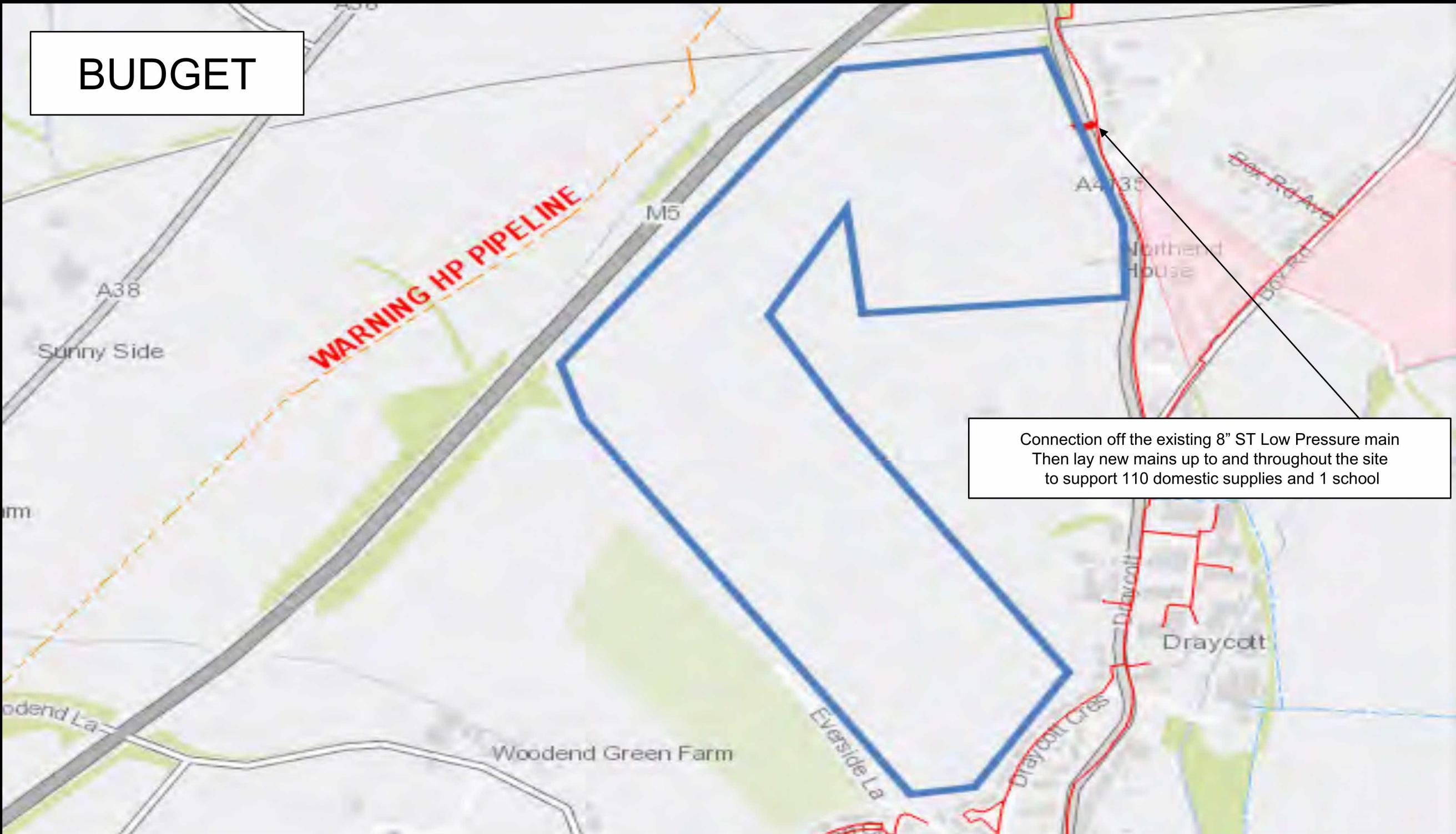
**BSL180B**

**Wales & West Utilities Limited**

Registered Office:

Wales & West House, Spooner Close, Coedkernew, Newport NP10 8FZ  
Registered in England and Wales: No. 5046791

# BUDGET



Connection off the existing 8" ST Low Pressure main  
Then lay new mains up to and throughout the site  
to support 110 domestic supplies and 1 school



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- Low Pressure (LP) 21mbar – 75mbar
- - - Medium Pressure (MP) 350mbar – 2bar
- . . - Intermediate Pressure (IP) 2bar – 7bar
- . . . High Pressure (HP) >7bar
- Line/Fire Valve
- Governor Station
- Change of Diameter
- End Cap

Ref : 35058110 BUDGET ONLY

**Date:** 07/07/2020

**Designer:** [Redacted]

**Scale:** Not to Scale

**Drawing Number:** One of One

**Grid Reference:** Easting :374852  
Northing :201220

The plan shows those pipes owned by Wales & West Utilities or the relevant Gas Distribution Network in their roles as Licenced Gas Transporters (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 Wales & West Utilities, the relevant Gas Distribution Network, 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 and 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 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.

**Smell gas?**  
Call the Gas Emergency Service on 0800 111 999.

**Dial before you dig**

**Dial**  
Call 029 2027 8912 before you start work.

**Investigate**  
Before you dig, make sure you know what's below.

**Go ahead**  
Done your research? Now you can dig safely.

We need 10 days' notice

[REDACTED]  
Persimmon Homes Ltd  
C/O Atkins  
Severn Valley  
Davidson House  
106 Newfoundland Way  
Portsmouth  
BS20 7QE

Severn Trent  
PO Box 5311  
Coventry  
CV3 9FL

[REDACTED]  
Reference no: 8416854

We're here if you need us:

Name [REDACTED]

22 July 2020

**Clean water development enquiry for Site off M5 and A4135, Cam, Dursley. GL11 5.**

Dear [REDACTED]

Thank you for your recent development enquiry regarding the above site. Please find enclosed a copy of our records which show the approximate position of our existing water mains. The water mains shown would normally be laid to a cover of 900mm and our services (which aren't shown on the plan are normally laid at right angles to the main) must be laid to a minimum of 750mm. When excavating, care should be taken to accurately locate our mains and services, as they may be found at shallower or deeper depths than indicated. There may also be private pipework crossing the site.

**About your application**

Based on the details provided in your application, it will be necessary to reinforce our network to supply your proposed development of 1,100 domestic properties and a new school. This has been based on 2 points of connection from the north east and south east boundaries.

At this stage we are unable to confirm the full extent of the reinforcements as it will depend on the order and route of build and the final loading from each entrance. Anticipated reinforcement work involves approximately 500m of existing 90mm and 150mm water mains in the area to 200-250mm water mains with a new meter and PRV installed at the site entrance. If you have a spine road through the site that joins at each entrance we anticipate this 200-250mm main to continue through and link up at each entrance. If you are only looking to progress from one entrance and there will be no opportunity for a link through, this main may drop in sizes as the road continues through and demand at each tee lowers.

As your development proposals do not include process water or private fire fighting requirements, then this reinforcement work will be completed at no additional cost to you. However, it may take longer to deliver your connection due to the additional work required. Timescales for completing this work will be confirmed once your formal quote has been issued.

Depending on the final proposals for entrances on this site, a diversion of the existing mains may be required. If the entrances are formed ahead of the onsite works progressing, it is important that the loading details are made available for our diversions team. This is to ensure that any diverted mains are upsized at the point of application and not replaced with like for like sizing, just to be upgraded as reinforcement work when the scheme progresses further.

As the length of main to be diverted will be dependent on the types of entrances and works progressing to construction, costs cannot be estimated for these works at this time. The price of the work will be provided alongside your formal application and design. The true line and level of the existing main will need to be determined via surveys or trial holes. It's recommended that your diversion application is submitted ahead of your mains application to avoid any delays during design and build. No construction is to take place within the area of the existing main until the diversion works have been agreed to avoid the risk of damaging the asset.

Please note that it is now Severn Trent's policy that all sites that will have new water mains installed must be assessed for contamination, prior to approving the use of MDPE pipework. Regardless of the site history if you wish to investigate the use of MDPE pipework we'll need a ground investigation report to be provided with your application. The information from this report will be required to determine whether MDPE is suitable for your site. If you don't provide a ground investigation report, you'll be required to lay barrier pipe to supply your development.

### Supply proposals

Based on the site layout and proposals, new distribution main(s) will be required to supply the properties on this site.

Developers have two options available to them for mains laying, Requisition and Self Lay. When mains are requisitioned, Severn Trent will complete the required work, which will vary depending on which mains laying option you choose. This charge will also vary depending on which mains laying option you choose and will need to be paid before we'll carry out any work.

If a Developer chooses to progress down the self-lay route, they will choose a Water Industry Regulation Scheme (WIRS) accredited installer operating as a self-lay provider (SLP) to lay the water mains and/or service connections. With this option the developer employs a SLP to complete the contestable works. Severn Trent will provide the charges for completing any works defined as non-contestable, along with any contestable works that the SLP as us to do. Further details and a list of registered contractors can be found at <https://www.lr.org/en/utilities/water-industry-registration-scheme-wirs-wirsae/>.

When you are looking to progress your site, it is recommended that you get in touch with us ahead of making any applications due to the size of the site. It will be managed exclusively by either myself or the other Senior Technician in our department to ensure that the full site proposals are managed alongside each of your individual applications for parcels and/or the spine main(s).

If you are looking to install a spine main along the central road for parcels to connect to separately, it is recommended that it is designed to include temporary build supplies, street cleaners etc to ensure there is turnover until each parcel is connected. If we cannot achieve suitable turnover on the full length of the main, a flushing programme would then be set up at Developer's cost.

### Cost Estimates

Please note that the following is a **budget estimate only** based on a desktop assessment of your site and the information you've provided. These costs will be subject to change upon receipt, assessment and design of your formal application.

As no ground investigation report has been included, the below estimate has been calculated on the assumption that all pipework will be in barrier material. Please ensure a full ground investigation report is included when making your formal application so we can confirm what pipework is required on your site.

Due to the size of your development you may wish to split the scheme and applications into phases. If this is the case an application will then need to be submitted per phase as they are required, with costs to be calculated as part of your formal application and design.

The **budget** cost (exclusive of VAT) for Severn Trent constructing the new water main(s) is:

Description of charge	Charge
New water mains (inclusive of connection costs) Open Cut	
New water mains (inclusive of connection costs) No Excavation	
New water mains Self Lay (Source of Water Only)	

Service connection charges aren't included in the cost of mains laying or your agreement and would be issued under separate cover once your mains terms have been accepted. The charges will vary depending on the work being carried out for each connection.

In recognition of the future income that companies will benefit from as a result of newly connected properties, a reduction will be applied to the charges for the majority of new connections. Please note that if we've used a multiplier to calculate your infrastructure charge then the income offset will also be calculated using the same method.

The following estimate has been provided based on the number of properties on your site and the estimated infrastructure charges and income offset. This estimate **doesn't** include the cost of this individual service connection work or take into account any infrastructure credits or environmental discounts that may be applicable. For further details please refer to our latest [Charging Arrangement Document](#) which can be found on our website.

As the fittings are not yet available for the school, the below is based on the domestic properties onsite only.

Description of charge	Charge
Water infrastructure charge (based on the 1,100 domestic only)	
Waste infrastructure charge (based on the 1,100 domestic only)	
Water income offset (based on the 1,100 domestic only)	
Waste income offset (based on the 1,100 domestic only)	



## What happens next?

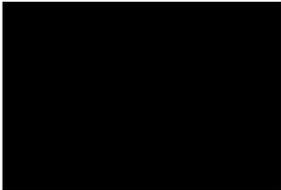
If you wish to proceed with obtaining water infrastructure for the development, you'll need to submit a formal water mains application form for the design and quotation. Should you wish to progress with a self-lay mains on this site, your chosen SLP will be required to submit a self-lay application form with a water mains design by a WIRS accredited company.

If you require a temporary building supply ahead of mains construction, a separate standard application will need to be submitted. Alternatively a standpipe can be hired from Aquam.

Our application forms can be completed and submitted online, downloaded from our website ([www.stwater.co.uk/developers](http://www.stwater.co.uk/developers)), or can be emailed or posted.

If you wish to discuss this scheme further prior to submitting your application, please contact myself on the details provided at the head of this letter.

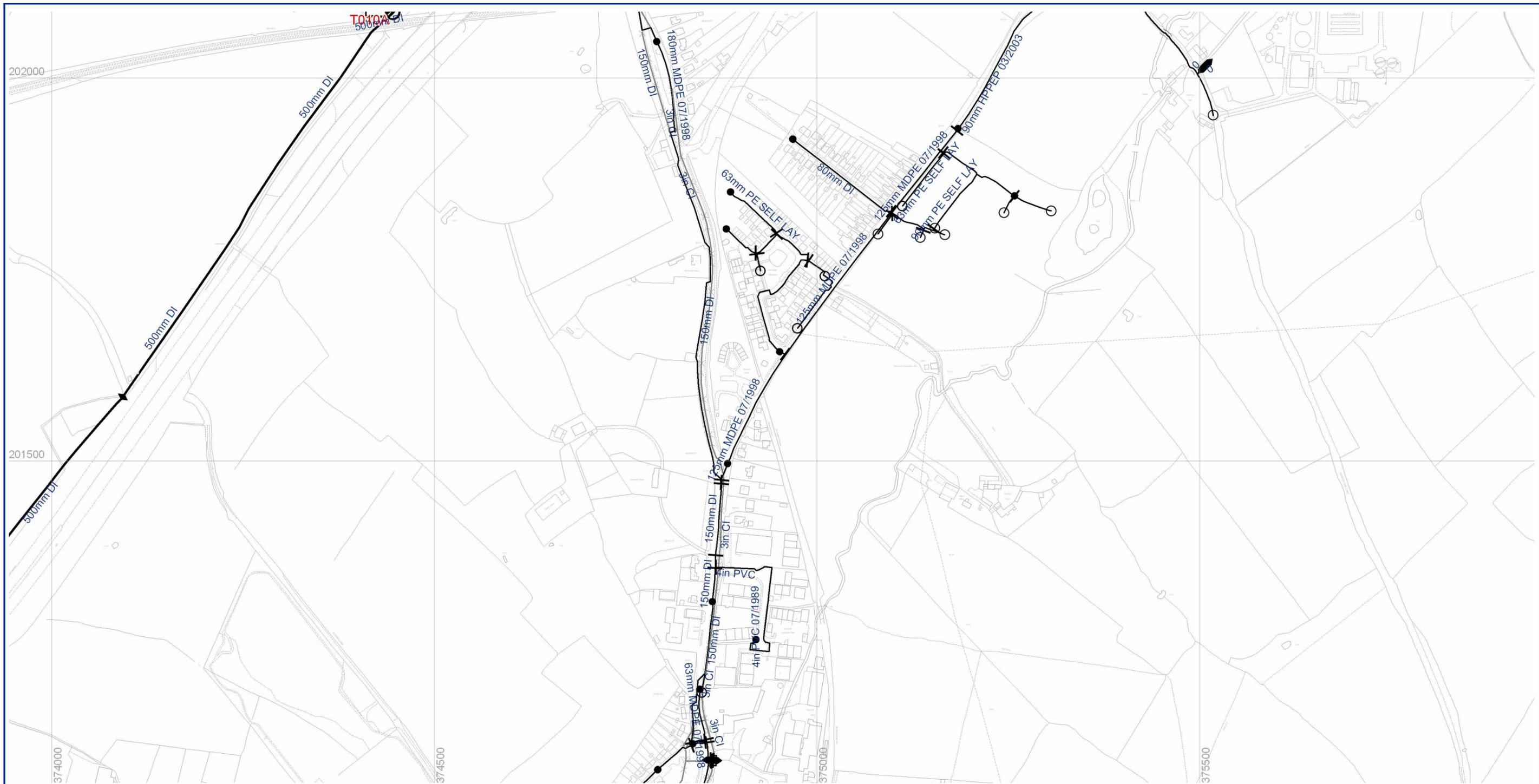
Yours sincerely,



Senior Design Specialist  
Developer Services

## Useful numbers:

- For general enquiries about water or waste connections please call [REDACTED]
- For all emergencies, such as a leak or sewer flooding, please call our 24/7 Operations department [REDACTED]



<ul style="list-style-type: none"> <li>— Distribution Main</li> <li>— Trunk Main (local/primary)</li> <li>— Strategic Main</li> <li>- - - Fire Supply Main</li> <li>- - - Fire Main</li> <li>- - - Non-Domestic Customer Service Pipe</li> <li>- - - Domestic Customer Service Pipe</li> <li>- x - x - Abandoned Main</li> <li>— Elevated Main</li> <li>— Aqueduct</li> <li>— Duct</li> <li>— Cable, Earthing</li> <li>- - - Cable, Optical Fibre/Instrumentation</li> <li>- - - Cable, Low Voltage</li> <li>- - - Cable, High Voltage</li> <li>- - - Cable, Other</li> </ul>	<ul style="list-style-type: none"> <li>▲ Pumping Facility</li> <li>△ Booster Facility</li> <li>■ Potable Water Storage</li> <li>● Water Tower</li> <li>◆ Well / Borehole</li> <li>◇ Intake</li> <li>□ Water Treatment Works / Chamber</li> <li>⊕ Draw-off Tower</li> <li>○ Bowser Point</li> <li>⊠ Water Facility Connection</li> <li>⊙ Quality Sample Point</li> </ul>	<ul style="list-style-type: none"> <li>⊕ Water Isolation Valve (Closed)</li> <li>⊕ Water Isolation Valve (Open)</li> <li>⊕ Water Isolation Valve (Partially Open)</li> <li>⊕ Water Air Valve</li> <li>⊕ Pressure Reducing Valve</li> <li>⊕ Pressure Sustaining Valve</li> <li>⊕ Non-Return Valve</li> <li>⊕ Float Valve</li> <li>⊕ Hydrant (Single/Double)</li> <li>⊕ Washout (Single/Double)</li> <li>⊕ Bulk Meter</li> <li>⊕ Water Hatch Box</li> <li>⊕ Pressure Tapping</li> <li>⊕ Insertion Flow Meter Point</li> <li>⊕ Water Chemical Injection Point</li> <li>⊕ Motive Water Point</li> </ul>	<ul style="list-style-type: none"> <li>○ Change In Characteristic</li> <li>○ Marker Post</li> <li>○ Cable Junction</li> <li>○ Anode</li> <li>○ Boundary Box</li> <li>○ Stop tap</li> <li>○ Cross Piece</li> <li>○ Strainer</li> <li>○ Listening Post</li> <li>○ Revenue Meter</li> <li>○ Housing, Building</li> <li>○ Housing, Kiosk</li> <li>○ Housing, Other</li> <li>○ Pipe Support Structure</li> <li>○ Open Pipe</li> <li>○ Discharge</li> <li>○ End Cap</li> <li>○ SSSI Area</li> <li>○ Access Right</li> <li>○ Pre-1937 Properties</li> </ul>	<p><b>MATERIALS</b></p> <ul style="list-style-type: none"> <li>AC - ASBESTOS CEMENT</li> <li>AK - ALKATHENE</li> <li>C - CONCRETE</li> <li>CI - CAST IRON</li> <li>CU - COPPER</li> <li>DI - DUCTILE IRON</li> <li>GF - GLASS FIBRE</li> <li>GRC - GLASS REINFORCED CONCRETE</li> <li>GRP - GLASS REINFORCED PLASTIC</li> <li>HDPE - HIGH DENSITY POLY</li> <li>HPPE - HIGH PERFORMANCE POLY</li> <li>LDPE - LOW DENSITY POLY</li> <li>LEAD - LEAD</li> <li>MDPE - MEDIUM DENSITY POLY</li> <li>O - OTHER</li> <li>PC - PRE-STRESSED CONCRETE</li> <li>PF - PITCH FIBRE</li> <li>PP - POLY PROPYLENE</li> <li>PSC - PLASTIC STEEL COMPOSITE</li> <li>PVC - POLY VINYL CHLORIDE</li> <li>RPM - REINFORCED PLASTIC MATRIX</li> <li>SI - SPUN IRON</li> <li>SST - STAINLESS STEEL</li> <li>ST - STEEL</li> <li>UPVC - UNPLASTICISED PVC</li> </ul>	<p><b>LINING</b></p> <ul style="list-style-type: none"> <li>BI - BITUMEN</li> <li>CL - CEMENT</li> <li>PL - PLASTIC</li> <li>RL - RESIN</li> <li>O - OTHER</li> </ul>
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Severn Trent Water Limited  
Asset Data Management  
PO Box 5344  
Coventry  
CV3 9FT  
Telephone: 0845 601 6616

### WATER MAINS RECORD

O/S Map scale: 1:5000      This map is centred upon: O / S Grid reference:

Date of issue: 22.07.20      x : 374940

y : 201582

**Disclaimer Statement**

- Do not scale off this Map.
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# View broadband availability

Please enter your postcode below to view broadband availability in your area, or click the button to enable the site to find your location.

GL11 5DH

 [Change location](#)

Select your address 

This table shows what broadband services are available in your area.

	Highest available download speed	Highest available upload speed	Availability
Standard	17 Mbps	1 Mbps	
Superfast	48 Mbps	9 Mbps	
Ultrafast	--	--	

[Find out what these results mean !\[\]\(d974d01b11b626c66975eb75f50ebb11\_img.jpg\)](#)

[View map of available services !\[\]\(52e555b8fc21cea32f2b9b4da5bd2d81\_img.jpg\)](#)

## Find out what these results mean

The download and upload speeds shown are the highest predicted speeds that are available for the selected postcode or address. Some ISPs may not offer packages that offer these speeds.

Standard, superfast and ultrafast denote different broadband speed categories:

- Standard broadband has download speeds of less than 30Mbps;
- Superfast broadband has download speeds between 30Mbps and 300Mbps;
- Ultrafast broadband has download speeds of greater than 300Mbps;

The availability icons mean:

- Green tick = broadband packages in this category are available
- Amber triangle = broadband packages in this category are available to some, but not all premises in the selected postcode
- Red cross = broadband packages in this category are not available

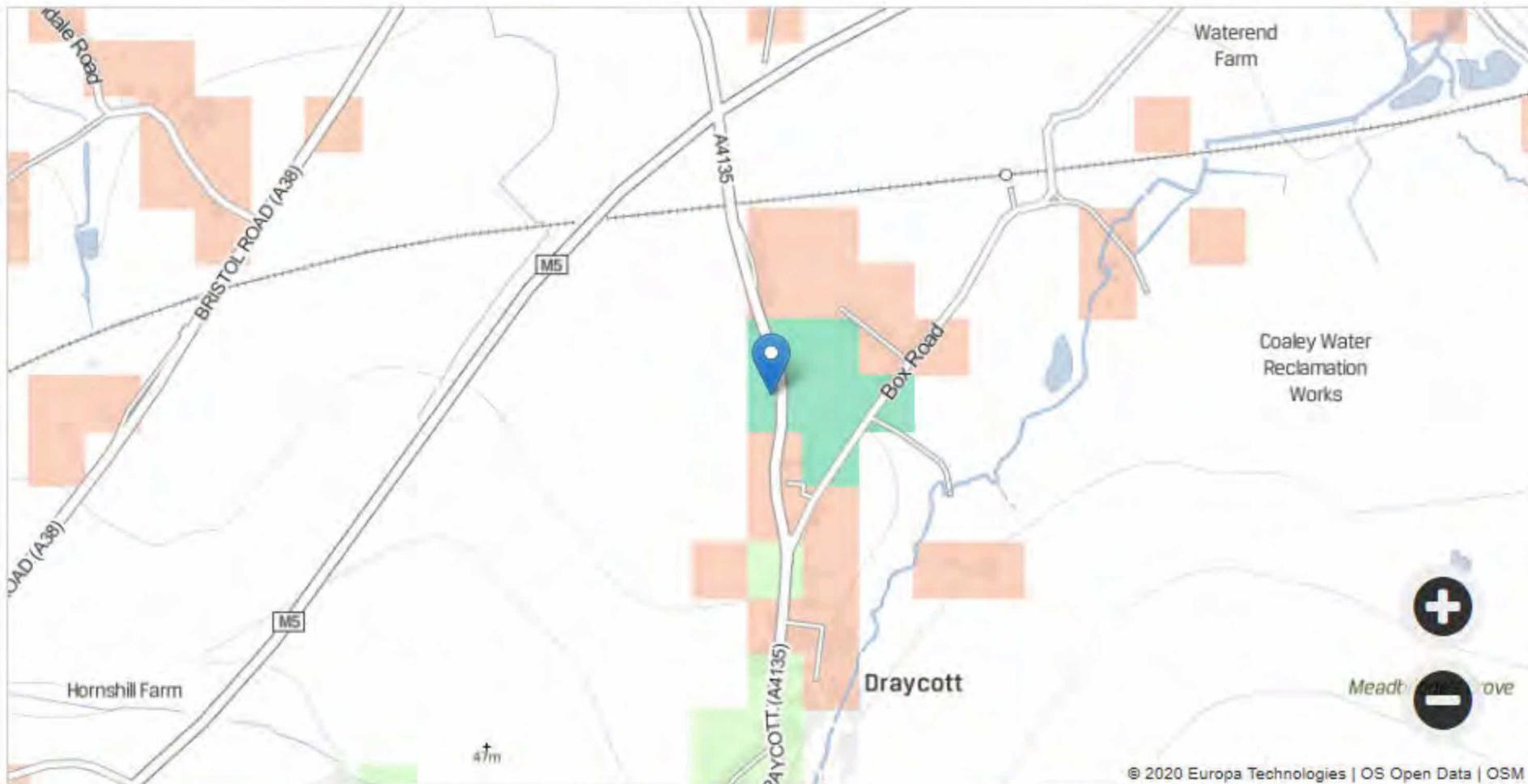
# View broadband availability

Please enter your postcode below to view broadband availability in your area, or click the button to enable the site to find your location.

## GL11 5DH

 [Change location](#)

Select your address 



Ultrafast available

Superfast available

Standard  $\geq$  10Mbps available

Standard  $<$  10Mbps available

# View mobile availability

Please enter your postcode below to view mobile availability in your area, or click the button to enable the site to find your location.

## GL11 5DH

[📍 Change location](#)[Indoor](#)[Outdoor](#)[4G](#)[No 4G](#)

	Voice	Data	Enhanced data
EE	✓	✓	✓
O2	✓	✓	✓
Vodafone	✓	✓	✓
Three	✓	✓	✓

[Find out what these results mean ?](#)[View map of available services >](#)

## Find out what these results mean

"Voice" denotes expected coverage for making phone calls, whereas "Data" denotes mobile internet service availability, inclusive of 3G services, "Enhanced Data" includes 4G technology, 4G data speeds are typically faster than 3G data speeds. Data service speeds support web browsing, Enhanced Data service speed support multimedia applications.

The availability icons mean:

- Green tick = You are likely to have good coverage
- Amber triangle = You may experience some problems
- Red cross = You should not expect to receive a signal

The availability icons mean for Voice mean:

- Green tick = You are likely to have good coverage
- Red cross = You should not expect to receive a signal

If you are with a mobile communication provider which is not listed, it will use one of these networks via a wholesale arrangement. Examples include:

- Virgin Mobile, Asda Mobile and BT Mobile use the EE network.
- Tesco Mobile and Lycamobile use the O2 network.
- Lebara Mobile and TalkTalk Mobile use the Vodafone network.

# View mobile availability

Please enter your postcode below to view mobile availability in your area, or click the button to enable the site to find your location.

GL11 5DH

 Change location

Select your address 

Indoor

Outdoor

4G

No 4G

	Voice	Data
EE		
O2		
Vodafone		
Three		

[Find out what these results mean !\[\]\(0ace1a1c6944f68aaf4472b30073373f\_img.jpg\)](#)

[View map of available services !\[\]\(6396804b9b2f120b48d95f40a508dda0\_img.jpg\)](#)

## Find out what these results mean

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- Virgin Mobile, Asda Mobile and BT Mobile use the EE network.
- Tesco Mobile and Lycamobile use the O2 network.
- Lebara Mobile and TalkTalk Mobile use the Vodafone network.

DATE 08/07/2020  
QUOTATION REFERENCE 5101414/PQ189299  
YOUR REFERENCE



FULCRUM

Tel: 03330 146 466

2 Europa View  
Sheffield Business Park  
Sheffield S9 1XH

Web: fulcrum.co.uk  
Email: enquiries@fulcrum.co.uk

## YOUR INDICATIVE PRICE QUOTE

Utility Solutions  
Atkins  
The Hub Aztec West  
Almondsbury  
Bristol  
BS32 4RZ

Dear [REDACTED]

**RE: Draycott, Cam, Cam, Stroud, GL11 5DH**

Thank you for giving us the opportunity to quote for works at the above site.

I am pleased to provide you with the following indicative price for the works as detailed below:

Install new gas and electric infrastructure to 1,100 domestic dwellings & 1 school

The indicative price to carry out the work is: [REDACTED] (excluding VAT)

**This price will be subject to VAT at the appropriate rate as set out by HM Customs and Excise.**

This figure is indicative and does not represent an offer to carry out the works. If a firm quotation is requested, Fulcrum may provide a price that is different from the amount indicated.

### ASSUMPTIONS

- Fulcrum is assumed to excavate, backfill and reinstate all trenches required outside the site boundary
- It is assumed that the developer will excavate, backfill and reinstate all trenches required within the site boundaries.
- The developer would be required to provide suitable provision for all work and clear working access to site at all times
- Termination points assumed
- No meter installation / co-ordination or outlet pipework is included within this indicative price, however we would be happy to provide a quotation for these services. Please contact your Fulcrum Advisor if you would like to learn more
- It is assumed that no easements or permissions are required to carry out any of the proposed works
- It is assumed that any CHP, compressors or boosters etc. to be connected to the proposed infrastructure will be done in accordance with all appropriate legislation/policies etc. to maintain the integrity and security of the existing infrastructure (this may mean upsizing of some or all of the proposed new infrastructure) and no additional design parameters have been included for
- The assumption that there will be sufficient capacity in the existing network
- This indicative price quotation does not take into account, or include for, any specialist works e.g. rail crossings, third party underground plant, design studies, reinforcement, diversions or disconnections etc. that may be required

### WHAT YOU NEED TO DO NOW

If you would like to proceed and make this indicative quotation a firm quotation, or if you would like us to undertake a detailed design study, please contact me on Kelly Buttery on 01142804224 who will be pleased to help you when you call.

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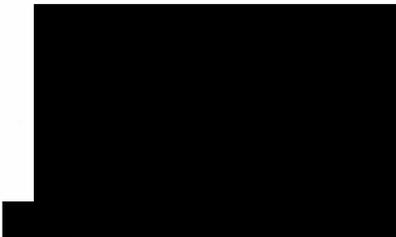
Fulcrum is a trading name for Fulcrum Pipelines Limited

Registered in England No. 6006362. Registered office: 2 Europa View, Sheffield Business Park, Sheffield, S9 1XH. Incorporated in England and Wales



THANK YOU FOR CHOOSING FULCRUM

Yours sincerely,



Director of Sales and Marketing

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Fulcrum is a trading name for Fulcrum Pipelines Limited

Registered in England No. 6006362. Registered office: 2 Europa View, Sheffield Business Park, Sheffield, S9 1XH. Incorporated in England and Wales



GTC Ref: West/34123325/428229

Budget Quotation for: M5 and A4135, Cam, DURSLEY,  
Gloucestershire, GL11 5DH



Prepared for: Persimmon Homes (c/o Atkins)



Date of Quotation: 17 July 2020



## 1.0 INTRODUCTION

### Summary of Offer

Following your recent enquiry regarding the project at M5 and A4135, Cam, DURSLEY, Gloucestershire, GL11 5DH, we have used the information you provided GTC to produce a budget costing to meet your requirements. GTC's price to provide gas, electricity & fibre infrastructure (based on the terms of offer set out in this quotation) is a contribution from Persimmon Homes to GTC of £388,741.48.

### 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	

#### 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) – Gas:	
Network Operator Costs – Gas:	
Off-site works (GTC) – Electricity:	
Network Operator Costs – Electricity:	
TOTAL OFFSITE – You pay GTC	

#### 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 On-site Total	
1100 plots with a £300.00 per plot rebate:	

#### 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 Persimmon Homes 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 Persimmon Homes of £130.00 per plot which you may need to take in to account when comparing to other quotes.

Estimated Value to Persimmon Homes of Construction Costs Saved	
1100 plots with £130.00 per plot saving	

## 2.0 SITE DETAILS

### Schedule of Domestic Plots

Property Type	1BF	2BF	2BS	2BT	3BD	3BS	3BT	4BD	Total
Gas	75	50	280	25	180	290	50	150	1100
Electricity	75	50	280	25	180	290	50	150	1100
Fibre	75	50	280	25	180	290	50	150	1100

### Schedule of Industrial and Commercial Plots

#### Gas

Plot Name	Annual Quantity (kWh)	Peak Load (kW)
School	248,400	135
TOTAL	248,400	135

#### Electric

Plot Name	Electricity Max. Demand (kVA)
School	120
TOTAL	120

#### Fibre

Plot Name
-----------

## 3.0 TERMS OF OFFER

### Gas Terms

This quotation is based on a firm point of connection (CSEP) offer from the upstream Gas Distribution Network Operator (GDNO) / Independent Gas Transporter (iGT). The offer made by the GDNO is valid until 27 September 2020.

This quotation only includes the excavation and reinstatement costs in the public highway, which will be carried out by GTC. GTC has received a connection off the GDN/iGT 180mm PE MP main adjacent to TJW Precision Engineering on Draycott Business Park. GTC has allowed for 211 metres of off-site work (195m road, 5m footpath, 11m verge).

This quotation is subject to the relevant legal easements being acquired. Any costs incurred will be rechargeable to the developer.

All other excavation will be the responsibility of the Developer.

Supply of the governor and installation cost has been included in this quote. An area of land approx 6sqm is required to site the gas governor. Please note the governor may take 12 to 14 weeks to deliver.

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

GTC has assumed that any existing mains on-site will be abandoned. It is the responsibility of the Developer to arrange works with the gas transporter.

GTC has assumed there are no environmental issues that may impact on the materials or methods of installation of its proposed networks.

GTC has assumed all mains and services feeding 1100 Plots will be in trenches pre-excavated by the Developer.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths.

GTC mains have been sized for the commercial development (School). This quotation does not include the cost of supply and installation of mains and services for the commercial development.

This quotation is based on smart meters in cavity meter boxes. Meter boxes shall be located on the front elevation or no more than 2m along a side elevation of each Plot.

This quotation is based on all smart meters at the Plots being installed by GTC (or its subcontractor) and owned by GTC Pipelines Limited. If the Developer wishes to appoint a third party to install and/or own any gas meters at any of the Plots, it shall obtain GTC's prior written consent to do so and, in such circumstances, GTC reserves the right to amend the amounts payable under this quotation accordingly.

This quotation does not include the supply and fit of the commercial services, meters or kiosks. The meter and kiosk must be arranged separately through your chosen gas supplier.

The gas load for the I&C unit(s) has been based on the information provided. Variance from these values for the I&C unit(s) may result in additional costs therefore please notify us if any changes are required.

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

### Electricity Terms

This quotation is based on a firm point of connection (PoC) offer from the upstream Distribution Network Operator (DNO) / Independent Distribution Network Operator (IDNO). The offer made by the DNO/IDNO is valid until 20 September 2020.

GTC has been offered a High Voltage (HV) connection. Due to the size of the site 3 substations 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 substations at their own cost.

This quotation includes the excavation and reinstatement costs in public highway (17m footpath), which will be carried out by GTC.

GTC has assumed that the Developer will construct a brick-built housing for the substations 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.

Diversions 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 1100 Plots will be in trenches pre-excavated by the Developer.

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 substation has been sized for the commercial development (School). This quotation does not include the cost of supply and installation of mains and services for the commercial development.

GTC's quote is based on 1100 Plots having gas heating.

GTC has calculated the total load for the site to be 1704kVA.

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.

The load allowance for I&C units has been based on the information provided. Variance from these values for the I&C units may result in additional costs therefore please notify us if any changes are required.

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 in-home 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.

This quotation excludes the individual connection to the industrial and commercial unit. When the details of the individual building requirement are known, GTC will be able to provide a quotation for this connection.

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.

<b>Additional Developer contribution for FIRS</b>		
Persimmon Homes pays GTC		

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, Persimmon Homes 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, Shaun Ascott (07889 470530) or the Sales Support Team (01359 240154) to discuss further.

# QUOTATION REQUEST FORM

Please complete both sides

Developer Name: \_\_\_\_\_  
 Office Address: \_\_\_\_\_  
 Post Code: \_\_\_\_\_  
 Site Address: \_\_\_\_\_  
 Site Postcode: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Synergy House  
 Woolpit Business Park  
 Woolpit, Bury St Edmunds  
 Suffolk IP30 9UP

T 01359 240363  
 F 01359 244398  
 E [info@gtc-uk.co.uk](mailto:info@gtc-uk.co.uk)  
[www.gtc-uk.co.uk](http://www.gtc-uk.co.uk)

How did you find out about GTC? \_\_\_\_\_

Quote Type: Firm  Budget \*

Please note: Water Quotation can only be provided if also quoting Gas, Electricity or Dual Fuel

	Total Plots	Gas Plots	Electricity Plots	Fibre Plots	Water Plots	Any other fuels?
No of Domestic Plots						
No of Commercial Plots						
Electric Landlords Supplies						
Regional Water Company	Self-lay water company application form completed and attached					<input type="radio"/>

You MUST always provide

- \*  Site Location Plan and Site Boundary Drawing
- Scaled Site Plan – including Plot Numbers & House Types (Number of bedrooms) and meter positions  
Any plans which you email into the office, please state the paper size the plan needs to be printed on, to keep the correct scale. Paper size required \_\_\_\_\_
- Future Development - Y  N  If Yes, please indicate location on your enclosed plan & state number of units.
- Is the site brownfield/regeneration? Y  N  If Yes, please provide copy of soil investigation report
- Internal Meter Positions for Flats – Are the flats timber framed? Y  N
- Gas Internal Meter Positions for Flats – floor plans showing the meter positions and riser/laterals routes
- Electric Internal Meter Positions for Flats – Please select 1 of 3 options below and provide information

<input type="checkbox"/> Option 1	Meters at communal position on ground floor – Please show meter group position on site plan
<input type="checkbox"/> Option 2	Meters at communal position on each floor - Please provide floor plans, showing group meter positions
<input type="checkbox"/> Option 3	Meters individual positions in each flats - Please provide floor plans showing each meter position & riser routes

- Heating type - Electric only plots
 

Panel heaters	<input type="checkbox"/>	Storage Heaters	<input type="checkbox"/>
Air source	<input type="checkbox"/>	Heat pumps	<input type="checkbox"/>
- Are there any heat pumps – please provide
 

Name and model details	_____
Back-up system type	_____
- For fibre -
 

Location for OSCP on the plan	<input type="checkbox"/>	Flats – plant room location	<input type="checkbox"/>
Please include in the quote for an Integrated Receiver System (FIRS)	<input type="checkbox"/>		<input type="checkbox"/>





## SKY APPROVED DEVELOPER TERMS

This document sets out the terms agreed between:

- (i) Sky UK Limited company number 02906991, with registered office address Grant Way, Isleworth, Middlesex, TW7 5QD ("Sky"); and
- (ii) Recipient of GTC offer in relation to Fibre services (the "Developer").

(each a "Party", together the "Parties")

### BACKGROUND

- (A) The Developer owns a property development at a location in the UK (the "Development") and has received a utilities infrastructure quotation (the "Utilities Quotation") from GTC Infrastructure Limited ("GTC"), to provide various utilities to the properties in the Development (the "Homes") with a view to then advertise the Homes for sale.
- (B) The Utilities Quotation is inclusive of a rebate per Home in respect of fibre to the premises broadband services (the "GTC Rebate"), which includes £100 payable by Sky but conditional upon the Developer pre-wiring the Home to enable it to receive Sky Q television services via satellite dish or communal FIRS and highlighting Sky as the Developer's preferred solution and detailing an offer to prospective buyers of those Homes (the "Residents").
- (C) The Customer Offer will be subject to separate terms and conditions (to be provided by Sky) and will be promoted in the Developer's sales literature for the Homes.
- (D) For those Residents who take up the Customer Offer, Sky will arrange:

If the Resident is a new Sky TV customer, for the installation of the offer products and services in the Resident's Home; and

If the Resident is an existing Sky TV customer, for their existing Sky TV services to be transferred and/or upgraded where applicable to their new address.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Affiliate" means: in relation to any Party, a person which, directly or indirectly: (i) is Controlled by that Party; (ii) Controls that Party; or (iii) is Controlled by a person referred to in (ii) above.

"Commencement Date" means: the date upon which the Developer has accepted the utilities infrastructure quote from GTC.

"Commission" means the contribution made to the Developer by Sky as part of GTC rebate;

“Control” means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and “Controlled” shall be construed accordingly.

“Customer” means an Existing Customer or a New Customer;

“Customer Form” means: the online application form, as notified to you by Sky, to be completed by or on behalf of each Resident who wishes to apply to take up the Customer Offer;

“Customer Offer” means the offer as notified to the Developer from time to time;

“DSCR” means digital single cable router

“Existing Customer” means: a Resident who is a party to an agreement with Sky for the provision of Sky TV services at the time a Customer Form completed with the Resident’s details is submitted to Sky;

“Force Majeure” means in relation to either Party any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing any act of God, act of regulation of any governmental or supra-national authority, war or national emergency, epidemic, fire, riot or form of industrial action that is beyond the control of that Party;

“Intellectual Property Rights” or “IPR” means: patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, web sites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world;

“Law” means any of the following, to the extent that it applies to a Party:

- (a) any statute, regulations, by-law, ordinance or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard enforceable by law; and
- (e) any applicable direction, policy, requirement, rule or order that is given by a Regulator;

“MDU” means: a multiple dwelling unit which contains more than 4 private residences behind one shared entrance, in the Premises;

“New Customer” means a Customer who is not, at the time a Customer Form is submitted to Sky completed with the Customer’s details, party to an agreement with Sky for Sky TV services and who enters into an agreement with Sky for the provision of such services pursuant to the Customer Offer;

"Personal Data" shall have the meaning ascribed to that term in Schedule 4;

“Products” means: the products comprising the Customer Offer as notified to the Developer from time to time;

“Quarter” means a 3 month period running from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September or 1st October to 31st December, as the case may be;

“Services” means: the services comprising the Customer Offer as notified to the Developer from time to time;

“Sky Security Standard” means: the Sky Security Standard available at [http://corporate.sky.com/documents/pdf/tandcs/sky\\_Retailer\\_security\\_standard.pdf](http://corporate.sky.com/documents/pdf/tandcs/sky_Retailer_security_standard.pdf), as amended from time to time.

“Term”: shall have the meaning set out in Clause 7; and

“Working Day” means: any day which is not a Saturday, Sunday, bank holiday or public holiday, in England.

- 1.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder and shall include a reference also to any past statutory provisions (as from time to time amended or re-enacted) which such statute or statutory provision directly or indirectly has replaced.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## 2. DEVELOPER’S OBLIGATIONS

- 2.1 GTC’s offer is inclusive of a fibre rebate per plot; £100 of which is conditional upon the Developer acting in accordance with the following terms:

### 2.1.1 Pre-wiring – install & post installation:

2.1.1.1 The Developer shall procure that they or their TV system installation contractor shall enable each Home to receive Sky Q television services in accordance with the most recently received Sky specification, such specification to be notified by Sky to the Developer in writing from time to time.

2.1.1.2 Upon installation of a communal TV system the Developer and their communal TV system installation contractor shall or shall procure that:

- 2.1.1.2.1 they install and keep installed the DSCR for receiving digital satellite broadcasts;
- 2.1.1.2.2 for each Home where a DSCR is installed, provide Sky with the number of DSCR installed and the full postal address of the Home.
- 2.1.1.2.3 Following completion of the installation:
  - a) correct, replace or repair any defects in material or workmanship with the DSCR, including faults associated with the DSCR.
  - b) take good and reasonable care of the DSCR and ensure that all Sky's reasonable advice regarding the care of the DSCR is complied with;
  - c) use the DSCR as intended by Sky;
  - d) provide any necessary maintenance of the DSCR;
  - e) ensure that appropriate site and buildings insurance is in place and that the DSCR is noted on such insurance where appropriate;
  - f) ensure and warrant to Sky that the Developer has all consents and permits required for the installation of the DSCR and shall maintain all such consents and permits during the Term;
  - g) not move or remove the DSCR;

## 2.1.2 Marketing & Promotion:

2.1.2.1 Subject to Clause 5, ensure each Resident or potential Resident is made aware of the Customer Offer and the products and available within the Homes as well as explicitly describing Sky as the Developer's preferred provider of TV, broadband and telephone services; using marketing materials provided by Sky. The Developer shall include such marketing materials in its marketing literature for show homes in the Development, and marketing suites showcasing the Development and the Homes. The marketing materials provided by Sky shall include details of the Customer Offer, including the Customer Offer terms and conditions;

2.1.2.2 Ensure that the Resident completes and submits the Customer Form if they wish to take up the Customer Offer in their presence whilst at the Development's marketing suite or sales office.

- 2.2 For each Resident who takes up the Customer Offer the Developer shall provide Sky with access to the relevant Home to install the Resident's Products and Services if required.
- 2.3 The Developer shall carry out its obligations under this Agreement in compliance with all applicable Law.

## 3. SKY'S OBLIGATIONS

### 3.1 Sky shall:

- 3.1.1 make the Customer Offer available unless the Parties agree otherwise in writing;

- 3.1.2 provide the Developer with marketing materials in accordance with Clause 4 to enable it to promote the Customer Offer and the Products and Services in the Developer's sales literature for the Premises and in accordance with this Agreement;
- 3.1.3 use reasonable endeavours to ensure it complies with the Developer's health and safety policies or other reasonable instructions when attending the Development and/or Homes. The Developer may require Sky to adjust or move any installation for the purpose of complying with: planning consents; building regulations; health and safety law or regulations or policies; or structural, aesthetic, architectural and building design requirements of the Developer;
- 3.1.4 shall contact each Resident to:
- (i) process the sale of the Products and Services, and carry out the in-home installation services in the Resident's Home, if a New Customer and
  - (ii) arrange a date for the Resident's existing Sky Products and/or Services to be transferred and installed in the Resident's Home, if an Existing Customer,
- provided that:
- (iii) The Resident or the Developer on behalf of the Resident has submitted a Customer Form complete with the Resident's correct details in accordance with Clause 3.1.5;
  - (iv) the Resident is eligible to enter into a Sky subscription contract; and
  - (v) where relevant, communal system has been installed in the Resident's MDU in accordance with Clause 2.1.1
- 3.1.5 Sky shall arrange for the delivery of all Sky customer communications (including "Welcome to Sky" communications) to those Residents who take up the Customer Offer.
- 3.1.6 Sky shall, where applicable, provide the digital single cable router ("DSCR") required for receiving digital satellite broadcasts to the Developer free of charge in accordance with the process in Schedule 1.

#### 4 TITLE AND OWNERSHIP OF THE DSCR

The Parties acknowledge and agree that, on and from the date the DSCR is received by the Developers communal system installation contractor, all title in, benefit of and risks associated with the DSCR shall reside with the Developers communal system install contractor, including any outstanding cover under the manufacturer's warranty for the DSCR.

#### 5 MARKETING OBLIGATIONS

- 5.1 The Parties shall agree to promote the Customer Offer and the Products and Services in the Development and/or Homes and as part of the Resident's Home purchasing process.

- 5.2 The marketing materials which promote the Customer Offer in conjunction with the Development and Homes, and Sky's Products and Services shall be solely branded with Sky's logos and trademarks unless otherwise agreed.
- 5.3 All marketing materials relating to the Customer Offer and Sky's Products and Services shall be produced by Sky.
- 5.4 The Developer shall not:
  - 5.4.1 alter or make any amendment or addition to the marketing materials relating to the Customer Offer or the Products and Services, which are supplied to the Developer by Sky unless reasonably asked to do so by Sky (and such amendments and additions shall be subject to Sky's review and approval);
  - 5.4.2 without the prior agreement of Sky use Google Adwords (or similar search engine marketing) including the Sky trade mark or any other Sky Intellectual Property rights; and
  - 5.4.3 use its own marketing material to promote the Customer Offer or the Products and Services, without Sky's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 5.5 The cost of all marketing material provided to the Developer by Sky shall be borne by Sky.
- 5.6 All marketing material provided to the Developer by Sky shall be owned by Sky.
- 5.7 The Parties acknowledge that Sky may change the design and content of any marketing material provided to the Developer as well as the relevant Customer Offer and, upon request, the Developer shall replace any existing marketing material with any new material that is supplied to it, within 5 Working Days.

## 6 TRAINING OBLIGATIONS

- 6.1 Subject to the requirements set out at Clause 2, the Developer shall ensure that all Developer personnel who promote and market the Products and/or Services pursuant to the terms of this Agreement shall be given appropriate training by Sky of the Customer Offer, relevant Products and Services and how to refer Residents to take up the Customer Offer.

## 7 TERM AND TERMINATION

- 7.1 This Agreement shall commence on the Commencement Date and shall continue until the last Home has been occupied for the first time or if terminated by Sky by giving the other Party at least 90 days' written notice ("Notice") or otherwise terminated in accordance with this Clause 7 (the "Term").
- 7.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement immediately by giving written notice to the other Party if:
  - 7.2.1 the other Party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so by the non-breaching Party.

- 7.2.2 the other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a similar event occurs; or
- 7.2.3 in any period of twelve months, there shall have been any delay or failure in performance under this Agreement on the part of the other Party resulting from any occurrence of an event or events of Force Majeure which delay or failure shall have continued for an aggregate period of two (2) months.
- 7.3 Termination or expiry of this Agreement shall not affect any rights of either Party in respect of any antecedent breach of this Agreement by the other Party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either Party.
- 7.3 Upon termination of this Agreement:
- 7.3.1 each Party shall immediately stop using the other Party's Intellectual Property Rights;
- 7.3.2 the Developer shall:
- a) immediately stop promoting the Customer Offer, and within 14 Working Days remove all marketing materials which promote and reference the Customer Offer from the Premises; and
  - b) return to Sky or otherwise dispose of in accordance with the reasonable directions of Sky all marketing materials, Customer Forms (completed or otherwise) and other information and documentation relating to the Customer Offer and the Products and Services.
- 7.3.3 In the event Notice is served by Sky pursuant to Clause 8.1, and subject to Clauses 2.1.4 (iii) (iv) and (v), the Parties shall each perform their obligations set out in Clauses 2 and 3, as applicable, in respect of each Resident whose completed Customer Form has been submitted to and received by the ASHA in accordance with Clause 3.1.5 prior to the date of termination or expiry of the Agreement.

## 8 WARRANTIES

- 8.1 The Developer warrants:
- 8.1.1 It is the owner of the Development and the Homes;
- 8.1.2 It is not aware of any matters within its control at present reasonably might or will materially affect its, or Sky's ability to perform the obligations set out in this Agreement;
- 8.1.3 It has full legal authority to enter into this Agreement;
- 8.2 The Developer acknowledges and agrees it is the Data Controller for the purpose of collecting prospective Customer contact information and warrants that it has all appropriate consents and permissions necessary for the performance of any processing under this Agreement.

8.3 Except as specified in this Agreement, all other terms and conditions, warranties, undertakings and representations of any kind whatsoever, express or implied whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

## 9 COMMISSION AND PAYMENTS

9.1 The parties acknowledge and agree that the £100 Commission payable to the Developer by Sky shall be included in the GTC Rebate and is conditional upon the Developer pre-wiring the plot to enable the resident to receive Sky Q television services (via satellite dish) and in accordance with Clause 2.

## 10 INTELLECTUAL PROPERTY

10.1 All Intellectual property rights existing prior to the Commencement Date of this Agreement ("Existing IPR") shall belong to the Party that owned such rights immediately prior to such date.

10.2 The Parties acknowledge that any IPR created by a Party in connection with this Agreement ("Developed IPR") shall vest in the Party that created such Intellectual Property, provided that the Parties jointly approve its format and use, and neither Party shall develop any logo in connection with the Customer Offer without the prior written approval of the other party and written agreement on the ownership of such logo which approval will not be unreasonable withheld or delayed.

10.3 To the extent that either Party requires the use of the other Party's Existing or Developed IPR to fulfil its rights and obligations under this Agreement, each Party grants to the other Party a non-exclusive royalty free licence to use such IPR during the Term solely for the purpose of performing its rights and obligations under this Agreement.

10.4 Each Party agrees that it will comply with the other Party's brand guidelines for use of its IPR, and will not use the other Party's IPR without prior written approval, which will not be unreasonably withheld or delayed, and will cease or correct the use of such IPR if requested to do so by the other Party.

10.5 Each Party represents and warrants to the other Party that its own IPR shall not infringe the Intellectual Property Rights of any third party and the Developer shall indemnify and hold harmless Sky from and against any and all losses, damages, costs or expenses incurred as a result of any third party claim that the Developer's IPR infringes any such third party's Intellectual Property Rights.

## 11 CONFIDENTIALITY

11.1 Each Party (the "Receiving Party") must keep confidential all information and documentation disclosed by the other Party (the "Disclosing Party"), before or after the Commencement Date, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to this Agreement, or any other operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party must not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

- 11.2 During the Term, the Receiving Party may only disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this Clause as the "Recipient") to the extent that is reasonably necessary for the purposes of this Agreement. The Receiving Party must procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 11.3 The obligations referred to in Clauses 11.1 and 11.2 do not apply to any Confidential Information which is:
- 11.3.1 on the Commencement Date already in, or at any time after the Commencement Date comes into, the public domain, other than through breach of this Agreement by the Receiving Party or any Recipient;
  - 11.3.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
  - 11.3.3 required to be disclosed by the Receiving Party by law or regulatory requirement of any stock exchange, provided that the Receiving Party must give the Disclosing Party upon the Disclosing Party's request or termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.
- 11.4 All tangible forms of Confidential Information, including (but not limited to) all summaries, copies, excerpts, or any Confidential Information whether prepared by the Disclosing Party or not, will be the sole property of the Disclosing Party, and will be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party's request on the termination or expiry of this Agreement (whichever it the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

## 12 LIABILITY

- 12.1 Neither Party excludes or restricts liability for (i) death or personal injury resulting from its own negligence; or (ii) any matter to the extent that it is not capable of being excluded or limited by applicable law.
- 12.2 Each Party shall only be liable for direct damages arising in relation to this Agreement, and in no circumstances shall either Party be liable in contract, tort (including negligence or breach of statutory duty), warranty, strict liability or otherwise for any (i) indirect, special punitive, incidental or consequential loss or damage; (ii) loss of profits; (iii) loss of business or anticipated savings; (iv) loss of revenue; or (v) loss of goodwill, whether or not such losses were foreseeable.
- 12.3 Sky's maximum total aggregate liability in contract, tort (including negligence), warranty, strict liability or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to the total sum paid by Sky as part of the GTC Rebate pursuant to this Agreement.
- 12.3 The limitations and exclusions of liability set out in Clauses 13.2 and 13.3 shall not apply to Clause 13.1, breaches of Clause 11, 12 and/or 15 fraudulent misrepresentations or misstatement by a Party, any act intended to cause material loss or damage to the rights of

either Party under this Agreement or fraudulent act or omission of a Party, the indemnity obligations set out in Clauses 11.5 or any liability that may not otherwise be limited or excluded by law.

### 13 FORCE MAJEURE

13.1 Neither of the Parties to this Agreement shall have any liability whatsoever or (without prejudice to Clause 8.2.3) be deemed to be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event of Force Majeure provided that this shall not apply where the occurrence or event consists of or results in a shortage of funds. The occurrence or existence of any event of Force Majeure shall be immediately notified by the Party affected thereby to the other. The affected Party shall use reasonable endeavours to remedy as quickly as possible the effect of said event of Force Majeure.

### 14 DATA PROTECTION

The processing of Personal Data under this Agreement shall be governed by the DPA set out at Schedule 2. Without affecting any other provision of the Agreement, a breach by you of any provision of the DPA, constitutes a material breach of the Agreement and you hereby indemnify the Sky against all threatened or actual Loss suffered by or brought against them in connection with a breach by you of this clause 14.

As contemplated in clause 2.1 of the Data Processing Agreement in Appendix 1 to the Terms & Conditions, the details of the personal data processing carried out by the Supplier in connection with the Deliverables provided under this Order:

Purpose(s)	Capture personal details of potential Sky customers to then refer those details on to Sky.
Duration	For the Term of the Agreement.
Subject-matter and nature	Provision of Sky TV, Broadband and Telephone Services
Types of personal data processed	Name, Address, Email Address, Telephone Number, Bank Account Details.
Categories of data subjects to whom such personal data relate	Existing and Prospect Sky Customers.

### 15 GENERAL

15.1 Nothing in this Agreement shall constitute a joint venture, employment arrangement or partnership between the Parties. The Parties are independent contractors.

15.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

15.3 Sky reserves the right to vary any term of this Agreement (including any Schedule thereto) on the provision of one (1) month's notice in writing to the Developer. If the Developer continues

to market and supply the Products and Services following the end of such notice period, the Developer will be deemed to have accepted the varied term(s) of the Agreement. Notwithstanding the foregoing the parties agree that Sky may change Customer Offers from time to time without notifying the Developer and without their signature and consent.

- 15.4 Other than as required by law or regulation, the Parties shall procure that the terms of this Agreement shall remain confidential save to the extent necessary to perform the obligations under this Agreement or where required to be disclosed by law.
- 15.5 Any notice under this Agreement to Sky shall be in writing and sent by prepaid, recorded delivery, first class post to:
  - i. If for Sky: David Nessim-Legal Counsel Sky UK and copied to Matthew Davies, Head of Homes. Sky UK
  - ii. If for the Developer: As recorded under the Developer's Agreement with GTC.
- 15.6 The rights and obligations of the Developer under this Agreement are personal to the Developer and shall not be assigned, sub-contracted, delegated, transferred, mortgaged, charged or otherwise disposed of without the previous written consent of Sky. In any event the Developer shall be liable for all acts and omissions of any sub-contractor or assignee.
- 15.7 Sky may assign, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose of its rights and obligations under this Agreement to a Sky Affiliate as it may see fit.
- 15.8 No waiver of any term of this Agreement shall be effective unless in writing and signed by the waiving Party.
- 15.9 Without prejudice to Clause 7.3, the following Clauses shall continue in force on and after the termination or expiry of this Agreement: Clause 9 (Payment), , Clause 10 (Intellectual Property), Clause 11 (Confidentiality), Clause 12 (Liability), Clause 14 (Data Protection), Clauses 15.6, 15.7, 15.8, 15.9, 1.11.
- 15.10 This Agreement shall form the entire agreement between Sky and the Developer relating to the Development and, without affecting any of Sky's remedies (or the Developer's liability) for any misrepresentation by the Developer, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 15.11 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 15.12 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## SCHEDULE 1

### HOW dSCRs are issued

dSCRs are issued to your communal system contractors via either of our Satellite Distribution Partners:

- Eurosat – <http://www.eurosat.com/branches>
  - Alltrade - <http://www.alltrade.co.uk/trade-counters>
- 
- a) Developer provides their plot to postal block addresses to Sky so we can register the properties on our internal systems.
  - b) Developer awards the Communal TV Installation to their installer who will then register an account (Eurosat or Alltrade will setup a Sky web account if required) at the following link - <http://www.distributorreferrals.sky.com/>.
  - c) Your installer will then contact their local Eurosat or Alltrade office to request the dSCRs for the specific Block address.
  - d) Eurosat or Alltrade will check the address against the system to ensure it is approved by Sky before issuing the dSCRs.
  - e) Your installer will request the number of dSCRs they need for the job and Eurosat or Alltrade will supply and raise an invoice for the dSCRs to your installer.
  - f) Your installer will then install and commission the dSCRs in the Block
  - g) Your installer will then add the install photos on completion of the system to the portal and submit the full registration.
  - h) Eurosat or Alltrade will then zero the invoice, thus providing the equipment free of charge.
  - i) If after 90 days, the dSCR has not been installed or you do not register the postal block address, an invoice for payment of the dSCR in full by Developer will be raised.

## SCHEDULE 2

### DATA PROCESSING AGREEMENT

This data processing agreement (“DPA”) forms part of and is subject to the Agreement entered into by Sky and the Developer. Terms not otherwise defined in this DPA shall have the same meaning as in the Agreement. In the event of a conflict or inconsistency between this DPA and the remainder of the Agreement, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the DPA by specific reference to such provision(s).

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 The following terms shall have the meanings ascribed to them:

“Applicable Data Protection Law” means (a) prior to 25 May 2018, the Data Protection Directive (95/46/EC), or, from 25 May 2018, the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended or updated from time to time. In the event, any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

“Instruction” means a written instruction (including by email) from Sky to the Developer relating to the Developer’s processing of personal data as Sky’s processor.

##### 1.2 Where defined in Applicable Data Protection Law, the terms “controller”, “data subject”, “data protection impact assessment”, “data protection officer”, “personal data”, “personal data breach”, “prior consultation”, “pseudonymisation”, “processor”, “processing”, “restriction of processing”, “supervisory authority concerned” shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

#### 2. DATA PROTECTION OBLIGATIONS

##### 2.1 Sky, acting as controller, hereby appoints the Developer for the duration of this Agreement as its processor. The details of such personal data processing (namely, the purpose(s), duration, subject-matter and nature of such processing as well as the types of personal data processed by the Developer as Sky’s processor and the categories of data subjects to whom such personal data relate) are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

##### 2.2 The Parties agree to comply with their respective obligations as controller and processor under Applicable Data Protection Law and the Developer acknowledges that nothing in this DPA relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

##### 2.3 The Developer shall only process personal data as Sky’s processor in accordance with Sky’s lawful Instructions and notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The Parties agree that

this Agreement is comprised of Sky's main set of Instructions and the Developer acknowledges that Sky may issue supplemental Instructions in relation to personal data the Developer processes as Sky's processor, including for the Developer to:

2.3.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Developer, so that Sky is able to:

- (A) access all documents (in full or only in so far as they relate to personal data processed by the Developer as Sky's processor) which the Developer is required to maintain under Applicable Data Protection Law (if any) about such personal data processing;
- (B) discuss with the Developer's data protection officer (if appointed) the Developer's processing of personal data;
- (C) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law;
- (D) manage and respond to any notices or questions addressed to Sky the supervisory authority concerned;
- (E) evaluate the technical and organisational measures the Developer is required to implement under clauses 2.4, 2.6 and 2.8;
- (F) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s);
- (G) carry out data protection impact assessments (at Sky's discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Developer processes as Sky's processor; and
- (H) demonstrate its compliance with its obligations under Applicable Data Protection Law; and

2.3.2 allow for and reasonably collaborate with (both at the Developer's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Developer, any of its sub-contractors and/or any of the facilities and IT systems used to process personal data on Sky's behalf from time to time (including before such processing commences) to verify the Developer's compliance with its obligations under this DPA and Applicable Data Protection Law.

2.4 Subject to clauses 2.5 and 2.7, the Developer shall:

- 2.4.1 keep the personal data it processes as Sky's processor strictly confidential;
- 2.4.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky's Instructions;
- 2.4.3 not allow any third party access to the personal data or otherwise transfer the personal data to any third party; and

- 2.4.4 not transfer the personal data outside of the European Economic Area.
- 2.5 If the Developer is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:
  - 2.5.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
  - 2.5.2 limit such access or transfer to the minimum reasonably possible; and
  - 2.5.3 provide Sky at the Developer's cost with all reasonable assistance should Sky choose to challenge such access or transfer.
- 2.6 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall:
  - 2.6.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Developer processing personal data as Sky's processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to:
    - (A) guard against unauthorised or unlawful processing and personal data breaches;
    - (B) as appropriate, apply pseudonymisation and encryption to the personal data;
    - (C) ensure the ongoing confidentiality, integrity, availability and resilience of the Developer's and any sub-contractor's processing systems and services;
    - (D) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
    - (E) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;
  - 2.6.2 without prejudice to the generality of clause 2.6.1, comply with the Sky Security Standard; and
  - 2.6.3 annually certify its compliance with clauses 2.6.1 and 2.6.2 to Sky in writing.
- 2.7 The Developer shall only allow a sub-contractor to process the personal data the Developer processes under this Agreement as Sky's processor if:
  - 2.7.1 such sub-contractor's processing of such personal data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law or where such processing is otherwise deemed to be subject to adequate levels of protection under Applicable Data Protection law;
  - 2.7.2 it notifies Sky, providing reasonable details;
  - 2.7.3 obtains Sky's prior written consent; and
  - 2.7.4 the written contract under which such sub-contractor processes such personal data is not less onerous than this DPA.

For the avoidance of doubt, the requirements of this clause 2.7 also apply in the event the Developer wishes to change the contract referred to in clause 2.7.4 and, in any case, the Developer shall remain fully liable to Sky for acts and omissions of the Developer's sub-contractors.

- 2.8 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall implement appropriate technical and organisational measures in relation to the personal data it processes as Sky's processor to ensure that it is able to promptly:
- 2.8.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and
  - 2.8.2 identify if any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.
- 2.9 The Developer shall notify Sky:
- 2.9.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the personal data the Developer (or any sub-contractor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 2.8.1) or that otherwise concern to Sky and/or the Developer's compliance with Applicable Data Protection Law;
  - 2.9.2 without undue delay (and, in any event, within 24 hours) via email to [DataIncidents@sky.uk](mailto:DataIncidents@sky.uk), if it becomes aware of any personal data breach or breach of this DPA or reasonably suspects that a personal data breach or breach of this DPA occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.
- 2.10 Subject to the Developer's requirements under Law, if the Developer becomes aware of any personal data breach and without prejudice to clauses 2.3.1(F) and 2.9.2 Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 2.3.1(F), the Developer shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.
- 2.11 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Developer's obligations under Law, return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Developer shall ensure that all of its sub-contractors (if any) comply with this clause 2.11 and certify its and such sub-contractors compliance to Sky in writing.

Atkins Global (Bristol)  
FSG Property Services c/o  
Atkins  
The Hub  
500 Park Avenue  
Aztec West Bristol  
BS32 4RZ

Murphy Ref: 20P\_00725A  
Client Ref: BUDGET  
Date: 24/08/2020

Mon-Fri 8:00 - 5:30pm

Utility Connections  
J Murphy and Sons Ltd  
Hawks Green Lane  
Cannock,  
Staffordshire,  
WS11 7LH

Further to your recent enquiry, we are pleased to issue you with our budget quotation for  
**Everside Lane Site off M5 & A4135 Cam Dursley GL11 5DH**

#### BUDGET COST

Based on the limited information available we estimate that the budget costs of providing new MU supplies to be £1,830,000.00 excluding VAT.

#### SCOPE OF WORKS

##### Electric

Lay off and onsite HV electrical mains and install 2 x 1000 kVa package substation complete with internal wiring, lighting and a standard substation earthing arrangement.

Lay onsite LV electrical mains and 1100 x domestic LV services terminating with recessed meter boxes and 100 amp cut outs.

##### Gas

Connect to Wales & West Existing medium pressure main and lay off and onsite PE MP gas mains terminating with an MP/LP PRI housed above ground in a GRP kiosk. Concrete base by others.

Lay off and onsite PE LP gas mains and x domestic PE LP services terminating with recessed meter housings and smart meters.

##### Water

Lay onsite HPPE water mains and 1100 x domestic 25mm services terminating with Atlas boundary boxes and 15mm meters. Water and Waste water infrastructure charges included: £809,622.00



**J. Murphy & Sons Limited**  
Hawks Green Lane  
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Staffordshire WS11 7LH  
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E [info@murphygroup.co.uk](mailto:info@murphygroup.co.uk)  
[www.murphygroup.co.uk](http://www.murphygroup.co.uk)  
[www.murphyinnovation.com](http://www.murphyinnovation.com)

Registered Office  
Hiview House  
Highgate Road  
London NW5 1TN  
Registered in England  
No. 492042





## What Happens Next

Should you wish to progress this into a firm quotation then we will require additional information listed below. Upon receipt of this information it typically takes 6-8 weeks to obtain a point of connection from the host distribution network operator and prepare our formal quotation.

- Location Plan
- Site plan in PDF/DWG
- Number of domestic connections (including heating type e.g gas or electric)
- Number of commercial connections (including any Temporary Builders Supply, Landlord, Pumping Station)
- Loads (Gas kWh, Electric kVA and Water l/s)
- Substation/PRI location if applicable.
- Meter positions if known.
- Floor plans for multiple occupancy housing development.
- Details of BNO network if required.
- Details of any embedded generation e.g. PV, CHP etc.
- Details of EV Chargers.

Please feel free to contact us at any time if you want to discuss your scheme. We will await your further instructions for a firm quotation to be raised.

Yours Sincerely



**J. Murphy & Sons Limited**  
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Cannock  
Staffordshire WS11 7LH  
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Registered Office  
Hiview House  
Highgate Road  
London NW5 1TN  
Registered in England  
No. 492042



## STANDARD TERMS AND CONDITIONS:

The contract (the 'Contract') is made on receipt by J Murphy & Sons Ltd of (i) a formal acceptance ('the Acceptance') from the customer ('the Customer') of a quotation from J Murphy & Sons Ltd for the new utilities installation work and associated works (the 'Quotation') and (ii) payment in full for the Works (as defined below) as set out within the Quotation. The Contract shall comprise the Quotation, the Acceptance and the following terms and conditions. Save wherever defined within these terms and conditions all defined terms shall have the meaning as expressly set out within the Quotation.

### 1. THE WORKS

1.1 Subject to the terms and conditions set out below J Murphy & Sons Ltd shall in consideration of the Contract Price set out within the Quotation carry out and complete the works as set out in the Quotation and (if applicable) as varied in accordance with clauses 6.1 and 7.2 below (which shall together be referred to as "the Works").

### 1.2 CONTRACT PRICE

The Contract Price consists of the Customers Contribution as stated in the Quotation, and all other Asset Value Estimates supplied by Gas, Electric and Water Networks, as appropriate, used by J Murphy & Sons Ltd at the time of calculating the Quotation, to determine the Customer Contribution.

### 2. EXCLUSIONS

2.1 The following are not included in the Works, unless specified within the Quotation to the contrary:

- (a) the supply and installation of a recessed meter housing;
- (b) the supply or installation of meters;
- (c) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
- (d) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
- (e) any work (including cross bonding) on the outlet side of the meter;
- (f) the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of J Murphy & Sons Ltd which shall be made good by J Murphy & Sons Ltd at no additional cost to the Customer.

2.2 If and to the extent that any further items are stated within the Quotation to be excluded from the Works these shall also be deemed to be outside the scope of the Works.

### 3. LIABILITIES

3.1 Notwithstanding any other provision in this Contract, J Murphy & Sons Ltd accepts all liability if something J Murphy & Sons Ltd does negligently causes death or personal injury, or physical damage to property.

3.2 For the avoidance of doubt nothing contained within these terms and conditions affects the Customer's statutory rights.

- 3.3 In respect of all other loss or damage suffered by the Customer under this Contract, where the cause of the loss or damage is the fault of J Murphy & Sons Ltd, J Murphy & Sons Ltd liability shall, subject to Clause 3.4, be limited to an amount not exceeding the amount payable by the Customer under clause 6.1
- 3.4 Subject to clause 3.1, under no circumstance does J Murphy & Sons Ltd accept liability for business loss (which includes without limitation; loss of contracts, loss of profits, loss of revenue, delay damages or loss of anticipated savings in expenditure) as a result of either J Murphy & Sons Ltd's breach of the Contract or J Murphy & Sons Ltd's negligence or otherwise.
4. **TIMESCALES**
- 4.1 J Murphy & Sons Ltd shall:-
- (a) not be obliged to commence the Works until the Quotation has been accepted and advance payment has been received in full or in accordance with the payment schedule detailed within the quotation if applicable;
  - (b) carry out the Works during J Murphy & Sons Ltd normal working days between the hours of 08.00 and 17.00;
  - (c) give the Customer at least two days prior notice of the proposed commencement date or any amended commencement date of the Works, the lead times being subject to current workloads, availability of third party supplies, and relevant notice periods forming part of the works enabling process;
  - (d) having commenced the Works, complete the Works without undue delay, unless delayed or prevented from doing so by events or circumstances beyond its control when it will be entitled as appropriate to either reasonable additional time or to terminate the Contract and in the event that J Murphy & Sons Ltd terminates the Contract pursuant to this clause 4.1(d), J Murphy & Sons Ltd shall be entitled to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by J Murphy & Sons Ltd in relation to the Works at the time of termination; and
  - (e) if and wherever the Works are required to be undertaken in phases as set out within the Quotation J Murphy & Sons Ltd shall be at liberty to plan and sequence its activities as it sees fit in order to complete its obligations in accordance with such phases.
5. **INFORMATON AND ACCESS**
- 5.1 The Customer shall:-
- (a) provide accurate, and hereby warrants the accuracy of, information in its request for a quotation and in the Acceptance;
  - (b) obtain any necessary consents for any part or parts of the Works or access, facilities and plant therefor to cross land or property not belonging to the Customer (other than public highways). J Murphy & Sons Ltd will on request provide without charge an acceptable standard form of consent. In carrying out the Works, J Murphy & Sons Ltd shall be entitled to rely upon the Customers' confirmation that such consents have been obtained;
  - (c) provide access as required by J Murphy & Sons Ltd to the Premises and any relevant third party property for the Works.
  - (d) in the event that the customer cancel a visit to the site with less that 48hrs notice then J Murphy & Sons Ltd shall be entitled to a variation and such variations shall be deemed to be a Variation as defined in clause 7.2 and the provisions of clause 7.2 shall apply.
- 5.2 J Murphy & Sons Ltd will assume:

- (a) that the service pipe will not cross third party land (other than a public highway):
- (b) that the service pipe can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works the shortest direct route from the Site to an appropriate main immediately adjacent to those Premises.
- (c) that, unless the Customer indicates to the contrary, the Premises does not form part of a multi-story property;
- (d) that the Works do not form part of a request for an increased load;
- (e) that where the Customer indicates to J Murphy & Sons Ltd arriving at the Premises, that such excavation works will be carried out by the customer in accordance with the Quotation, that the said excavation works will have been completed prior to arrival and will be in a suitable state to undertake the works and
- (f) the location of the termination of the service pipe as requested by the Customer complies with all relevant laws and regulations;
- (g) that there are no unforeseen ground or site conditions causing an obstruction, or impediment to the planned sequence and carrying out of the Works and which J Murphy & Sons Ltd could not reasonably have known about;
- (h) that there are no delays or refusals of any necessary approvals, consents or permits from any statutory body or authority or Adopting Transporter for any reason beyond the reasonable control of J Murphy & Sons Ltd;
- (i) that any other Particular Requirements as set out in the Quotation are satisfied or provided by the Customer.

5.3 Upon arrival at the Premises, J Murphy & Sons Ltd shall carry out an inspection to confirm, as far as practicable, that the assumptions set out in clause 5.2, any other assumptions (if any) set out within the Quotation, and the information provided by the Customer are correct before carrying out the Works. In the event that the information or any one or more of the assumptions are not correct, and the Customer did not draw this to the attention of J Murphy & Sons Ltd at the time of submitting the Acceptance, then J Murphy & Sons Ltd shall be entitled (at its discretion) to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by J Murphy & Sons Ltd in relation to the Works at the time of termination or alternatively to treat the incorrect assumption or assumptions as giving rise to a deemed Variation.

## 6. VARIATIONS

6.1 In the event that, following a site visit (if deemed necessary by J Murphy & Sons Ltd) or an inspection pursuant to clause 5.3, or despite any of the assumptions being discovered to be incorrect, J Murphy & Sons Ltd elects not to terminate the Contract but to continue to perform its obligations, it shall do so subject to the provisions of clause 7.2.

6.2 To the extent that variations are required to the Works as set out in the Quotation, such variations shall be deemed to be a Variation as defined in clause 7.2 and the provisions of clause 7.2 shall apply.

6.3 The Customer shall, subject to the provisions of clause 7.2, be entitled to instruct a variation to the original scope of the Works provided always that the Customer shall not be entitled to issue an instruction to reduce, limit or omit from the scope of the Works without the prior written consent of J Murphy & Sons Ltd. The Customer acknowledges that any such reduction, limit or omission from the original scope of the Works, including a reduction in the number of Plots to be connected to the Infrastructure or changes in plot types or heating arrangements for plots or changes to the Adopting Transporter's Asset Payments is anticipated to put J Murphy & Sons Ltd in breach of the terms of its contract with the Adopting Transporter, undermining the financial viability of that agreement and this Contract, in which case (i) the Customer shall be liable to reimburse and indemnify J Murphy & Sons Ltd for all costs, losses, expenses and liabilities thereby arising and/or (ii) the Customer shall be liable to pay Additional Charges.

6.4 Where the Customer’s build programme extends beyond 18 months from the date of Acceptance of the quotation , or in the event that the Customer requires any part of the Works to be postponed or re-sequenced or rescheduled such that it will be undertaken wholly or partly more than 18 months after the date of the Acceptance then J Murphy & Sons Ltd shall be entitled at its sole discretion to apply a reasonable increase to the Contract Price stated in the original Quotation to reflect inflation of its business costs and overheads and the same shall be treated as Additional Charges

6.5 Unless otherwise stated in the Quotation, the basis for calculating any changes to the Contract Price pursuant to clause 6.4 of the of the Contract shall be as follows:

Resource Element	Weighting	Source
Labour, & Subcontract	24.8%	In line with Retail Price Index (RPI)
Staff, Prelims & Misc Items	29.0%	In line with Retail Price Index (RPI)
Plant, Equipment & Transport	14.0%	In line with Retail Price Index (RPI)
Materials PE	11.1%	As advised by Key Supplier(S)
Materials Metal	11.1%	In line with London Metal Exchange
Material General	5.5%	In line with Retail Price Index (RPI)
Fuel	3.5%	In line with Retail Price Index (RPI)
Insurance	1.0%	In line with Retail Price Index (RPI)
	100.0%	

6.6 In the event that the Customer requires any part of the Works to be postponed or re-sequenced or rescheduled such that it will be undertaken wholly or partly more than 12 months after the date of the Acceptance then J Murphy & Sons Ltd shall be entitled at its discretion to apply a reasonable increase to the Contract Price to reflect inflation of its business costs and overheads and the same shall be treated as Additional Charges.

6.7 Should the costs of metal, as recorded on the London Metal Exchange, increase from the date of quotation up to the point of installation then J Murphy & Sons Ltd shall be entitled to a variation and such variations shall be deemed to be a Variation as defined in clause 7.2 and the provisions of clause 7.2 shall apply.

7. PAYMENT

7.1 The Customer shall make payment of the Contract Price in line with the details set out within the Quotation with the Acceptance (including VAT when applicable). The Contract Price is a lump sum price for the scope of works set out within the Quotation and is not subject to any re-measurement or re-valuation other than as detailed within 6 Variations above.

7.2 In the event that additional work is necessary to complete the Works or additional costs are incurred as a result of any variation either due to;



- (a) an event which is not reasonably foreseeable;
- (b) changes or deviation from the original project specification or programme as instructed by the Customer;
- (c) the occurrence of or need to address any matter falling within the Exclusions listed in the Quotation or within clause 2 hereof;
- (d) incorrect or incomplete information provided by the Customer;
- (e) any other change affecting this contract which is outside the control of J Murphy & Sons Limited (any of which is hereby referred to as a 'Variation');

then J Murphy & Sons Ltd shall be entitled to submit additional charges ('Additional Charges') to and receive payment from the Customer in respect of the Variation. J Murphy & Sons Ltd shall explain to the Customer the purpose and content of the Variation. The Additional Charges shall be agreed with the Customer in advance of the Variation being carried out, and shall be the additional cost to J Murphy & Sons Ltd (plus VAT where applicable) incurred or anticipated to be incurred as a result of carrying out the Variation. The Customer shall make payment for the Additional Charges within 30 days of the date of the Invoice. In the event that the Additional Charges are not received in accordance with these terms the Customer shall be deemed to have terminated the Contract and the provisions of clause 8.1 below shall apply. In the event that the Customer refuses to agree the Additional Charges J Murphy & Sons Ltd shall be entitled (at its discretion) to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by J Murphy & Sons Ltd in relation to the Works at the time of termination.

7.3 The Customer acknowledges that the Quotation and the Contract Price therein are calculated having regard to a contribution by the Adopting Transporter to J Murphy & Sons Ltd's costs of the Works. The Customer agrees that if for any reason the Adopting Transporter fails to make payment to J Murphy & Sons Ltd of the whole or part of that contribution the Customer shall be liable to make up any shortfall in such contribution, which shall be paid to J Murphy & Sons Ltd as an Additional Charge in accordance with clause 7.2.

## 8. TERMINATION

8.1 The Customer may terminate this Contract at any time by giving written notice, conditional upon payment of a cancellation charge. A sliding scale based on the planned start date is used to determine the amount payable:

- Cancellation less than 7 days prior to commencement – 100% of contract value
- Cancellation thereafter - any reasonable costs incurred by J Murphy & Sons Ltd as calculated by J Murphy and Sons Ltd.

8.2 J Murphy & Son Ltd may terminate the Contract immediately if the information given by the Customer is incorrect and significantly affects the Quotation. J Murphy & Sons Ltd will refund to the Customer any part of the payment made which has not been expended or committed in relation to the Works at the time of termination.

## 9. USE OF CONTRACTORS

9.1 J Murphy & Sons Ltd is entitled to sub-contract the whole or any part of the Works.

## 10. WARRANTY

10.1 J Murphy & Sons Ltd warrants that the Works will be carried out with reasonable skill and care and free from defect (except as arises from user abuse or improper operation) for one year from the completion of the Works.

11. OWNERSHIP OF INFRASTRUCTURE

- 11.1 For the purposes of this Contract the “Infrastructure” shall mean the completed Works at the Premises. The Infrastructure shall at all times prior to Completion, and/or adoption by the relevant asset owner belong to J Murphy & Sons Ltd. For the purposes of this Contract “Completion” shall mean the date when legal ownership of the Infrastructure is transferred to the Adopting Transporter.
- 11.2 The Customer acknowledges and agrees that upon Completion legal ownership of the Infrastructure shall be transferred by J Murphy & Sons Ltd to the Adopting asset owner.
- 11.3 The Customer grants to J Murphy & Sons Ltd the exclusive right to appoint the Adopting asset owner and unfettered discretion to enter into an agreement to transfer the Infrastructure to the Adopting asset owner and the Customer shall not do anything to interfere with or obstruct such right.
- 11.4 The Customer undertakes, if so requested by J Murphy & Sons Ltd to enter into an agreement with the Adopting asset owner to confirm the exclusive appointment of the Adopting Asset Owner.
- 11.5 The Customer warrants that it has not at the date of this Contract appointed an Adopting asset owner, and that it shall take no steps to make any such appointment save at the specific request of J Murphy & Sons Ltd.
- 11.6 The Customer agrees and undertakes that in the event that it assigns or otherwise transfers its interests, rights or obligations under this Contract (as may be permitted by the terms of this Contract) it shall do so only on terms which bind its assignee to the appointment of such Adopting asset owner as may already at that time have been selected, notified or appointed by J Murphy & Sons Ltd.

12. CONFLICT, NOTICES AND JURISDICTION

- 12.1 In the event of any conflict or ambiguity between the Quotation and these terms and conditions, these terms and conditions shall take precedence.
- 12.2 Any notice must be served by prepaid post or fax at the relevant J Murphy & Sons Ltd or Customer address shown on the Quotation, with a non binding copy issued to the Murphy Utility email address – [utilityconnections@murphygroup.co.uk](mailto:utilityconnections@murphygroup.co.uk).
- 12.3 This Contract is governed by the laws of England and subject to the exclusive jurisdiction of the English Courts where the Works are carried out in England or Wales, and the exclusive jurisdiction of the Scottish Courts where the Works are carried out in Scotland.

-  Residential
-  Open Space
-  Infrastructure Highway
-  Secondary Street
-  Balancing Pond
-  Street Trees
-  Focal Buildings

Proposed car park and access to benefit proposed Parkland and Jubilee Fields

Proposed Parkland located highest point of development and adjacent to existing Jubilee Fields

Dwellings to aspect onto the Parkland

Linear open space connects with proposed park

Proposed School Site 2.1ha

ASSUMED CSEP LOCATION OFF W&W EXISTING MP MAIN PLEASE NOTE 3RD PARTY CONSENTS WILL BE REQUIRED FOR THIS CONNECTION/ROUTE ALONG THE PRIVATE TRACK.

ASSUMED PRI LOCATION

Proposed noise mitigation to M5

Formal Central Square

Proposed development to aspect onto 'linear' pos and bund to provide additional noise mitigation

Assumed 1000KVA substation locations

WPD POC



### Preliminary Illustrative Master Plan

Our Ref: UKP10029

██████████  
Atkins - Bristol  
The Hub, 500 Park Avenue  
Aztec West, Bristol  
BS32 4RZ

22 July 2020

Dear ██████████

**Budget Estimate – Electrical, Gas and Water Supply – Cam, Dursley**

Further to your enquiry, we have pleasure in providing you with a budget estimate for new electrical, gas and water connections to your site at Cam, Dursley, GL11 5DH.

**Our estimated cost to carry out the connection works at your site will be:** ██████████

Our estimate has been based on a total site load of 2,320kVA (electric) and 9,980kW (gas) for the following:

- 1100 x residential units
- 1 x commercial unit

The above cost includes all “contestable” and “non-contestable” electrical, gas and water installation works from the point of connection(s)/CSEP to the onsite metering positions. All clarifications and assumptions are stated below:

- An HV point of connection is assumed to be available at the site entrance no requirement for upstream reinforcement.\*
- 1 x MP gas CSEP is assumed to be available on Draycott at grid reference 374882, 201412 with no requirement for upstream reinforcement.\*
- 2 x Water point of connections are assumed to be available at both site entrances with no requirement for upstream reinforcement via an end connection.\*
- Our estimate includes for 3 x 800kVA distribution substations.
- Our estimate includes for 1 x Gas Pressure Reduction Station (PRS).
- All onsite civil/excavation works will be by others.
- All offsite civil/excavation works will be by UKPS.
- Excludes all possible diversions/disconnections.
- Substation enclosures to be provided by others.
- Electric meter cabinets and hockey sticks to be provided by others.
- Gas meters will be external at ground floor level.
- Water Infrastructure charges for 1100 x residential properties.
- Excludes boundary boxes and building water charges.

\*The location of the Point of Connections/CSEPs in any other positions or requirement for upstream reinforcements can have a significant impact on the connection costs.

We will be more than happy to produce a formal proposal for these works upon receipt of your request. Please note that orders can only be accepted against a formal proposal.

If you have any questions please do not hesitate to call.

██████████  
Estimating Engineer  
UK Power Solutions Ltd



  
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