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Dated TWENTIETH OF OCTOBER 2023

BROADGATE BUILDERS (SPALDING) LIMITED

- and –

ANGLIAN WATER SERVICES LIMITED

AGREEMENT
under Section 104 of the
Water Industry Act 1991
relating to sewers at

PHASE 7, ST JOHN'S CIRCUS SPALDING

Anglian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
PE29 6XU

Ref: **S104 / NSA-0155944**

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THIS AGREEMENT is made the TWENTIETH day of OCTOBER
Two thousand and twenty-three

B E T W E E N

1. "The Developer"	**BROADGATE BUILDERS (SPALDING) LIMITED** (Company Number:01242542) whose registered office is at Broadgate House, Broadgate, Weston Hills, Spalding, Lincs, PE12 6DB
2. "The Owner"	**THE AFOREMENTIONED**
3. "The Adjoining Owner(s)"	**NONE**
4. "The Surety"	**BOND WAIVER**
5. "The Undertaker"	**ANGLIAN WATER SERVICES LIMITED** (Company Number 2366656) whose registered office is at Lancaster House Lancaster Way Ermine Business Park Huntingdon Cambridgeshire PE29 6XU (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker to administer this Agreement)

WHEREAS

A. The Code makes provision in relation to the terms and conditions of an agreement between the parties for the adoption of Sewers and associated infrastructure in accordance with section 104 of the Act

B. This Adoption Agreement, together with its Schedules has been drafted to meet the requirements of the Code and is the only agreement between the parties in respect of the Works.

DEFINITIONS

1. In this Agreement the following words or phrases shall have the following meanings: -

1.1	Accessories	As defined in Section 219 of the Act
1.2	Act	The Water Industry Act 1991
1.3	Cash Deposit	[applicable to Diverted Sewers]
1.4	CDM	Construction (Design and Management) Regulations 2015 as amended or replaced
1.5	Code	The Code for Adoption Agreements adopted by Ofwat and which came into effect on 13 November 2017, as amended from time to time;
1.6	Day	Any day provided that the first day of any period means the first working day (i.e. not Saturdays Sundays Bank or other Public Holidays) after receipt of any notice or submission
1.7	Deposited Sum	Shall mean the cash sum of **NONE**

1.8	DCG	the Design and Construction Guidance published pursuant to the Code as Appendix C to the Sewerage Sector Guidance from time to time
1.9	Diverted Sewers	Sewer and Lateral Drains (if any) which the Developer proposes to construct to replace existing public Sewers and public Lateral Drains (if any)
1.10	Drawings	Subject to any alterations in accordance with S.2 of the First Schedule this expression shall mean those drawings calculations and other design or working drawings relating to the carrying out of the Works or any part or parts thereof held by the Undertaker under reference **2101-RM-P2-PL Rev F, 03/016 Rev B, 03/014 Rev C, 03/013 Rev A, 03/015 Rev C, 02/052 Rev A, 02/022 Rev G, 02/007 Rev A, 02/006 Rev C, 02/004 Rev E, 02/003 Rev K, 02/005 Rev B, 02/012 Rev C, 02/015, 02/016, 02/020 Rev F, 02/021 Rev F, 02/013, 3010007339 Issue 05**
1.11	Engineer	**DAISY SECRETT** of the Undertaker's Developer Services
1.12	Estate Roads	Roads or proposed roads which are or

		are intended to be maintained at public expense
1.13	Final Certificate	A certificate issued under paragraph S.12 of the First Schedule by the Undertaker to the Developer
1.14	Financial Limit	Shall mean the cash sum of **NONE**
1.15	Green Land	The land situate at **PHASE 7, ST JOHN'S CIRCUS, SPALDING** and which is shown edged green on the attached Layout Plan
1.16	Inspection Fees	**£33,161.98 [THIRTY-THREE THOUSAND ONE HUNDRED AND SIXTY-ONE POUNDS AND NINETY-EIGHT PENCE]**
1.17	Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A) (b) (i) of the Act
1.18	Layout Plan	The plan or plans attached to this Agreement which shows the Site and the layout of the Works and numbered **02/003 Rev K**
1.19	Maintenance Period	The period from the date of issue of the Provisional Certificate until the date of the Final Certificate

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1.20	Period of Construction	**12 MONTHS** from the date hereof
1.21	Protected Strip	The strip of land being six metres wide shown coloured yellow (if any) on the Layout Plan and (unless the contrary shall be stipulated or be clear from the Drawings or the Layout Plan) the Protected Strip shall lie one half to each side of the centreline of those parts of the Works which are not being constructed within Estate Roads and/or public highways and any existing Sewers and any Diverted Sewers or Public Lateral Drains (other than any sewers or Lateral Drains which may be abandoned pursuant to this Agreement) as are shown on the Drawings or the Layout Plan and includes any part of the Protected Strip
1.22	Procedures	the document published pursuant to the Code as Appendix B to the Sewerage Sector Guidance from time to time
1.23	Provisional Certificate	The certificate issued under S.8.1, S.8.3 or S.8.4 of the First Schedule
1.24	Sewerage Sector Guidance	The documents published from time to time by the sewerage undertakers

		whose areas are wholly or mainly in England and which have been accepted by Ofwat as meeting the requirements of the Code
1.25	Sewer or Sewers	As defined in Section 219 of the Act
1.26	Site	Shall comprise the Green Land and other land (if any) on under in or through which the Works are proposed to be executed
1.27	Specification	The Civil Engineering Specification and other requirements specified by the DCG as amended by any Local Practices permitted under the DCG and specified in the Third Schedule and subject to any further technical requirements agreed by the Undertaker and the Developer on matters dealt with by the preceding documentation

1.28 Undertaker's Rights	All rights exercised by the Developer and/or granted to the Developer by the Owner and/or the Adjoining Owner(s) in relation to the construction use maintenance alteration repair and replacement of the Works together with rights relating to discharges therefrom to any Watercourse and for the avoidance of doubt any covenants that the Developer is subject to shall have no effect on the Undertaker
1.29 Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains
1.30 Watercourse	A watercourse as defined in Section 219 of the Act but also including a canal pond or lake
1.31 Works	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean all those Works being Sewers Lateral Drains pumping stations and Accessories and shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the Drawings and includes any part or parts of the Works

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1.32	WRA	The Water Resources Act 1991

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INTERPRETATION

1.1 This Agreement is made under Section 104 of the Act

1.2 The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of the Act of Parliament

1.3 If there is more than one person named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally

1.4 If there are no details shown against any one of the party definitions then this Agreement shall be interpreted as if there was no such party

1.5 In the event of there being separate parties defined as "the Developer" and "the Owner" then:

1.5.1 the obligations in Clause 2.1 of the Agreement and S.21 of the First Schedule relating to matters of title or conveyancing shall be obligations of the Owner and not of the Developer; and

1.5.2 in the event of default by the Developer in respect of any matter under this Agreement the obligations of the Developer shall also become obligations of the Owner and at the Undertaker's discretion may be enforced against either the Developer or the Owner until this Agreement is replaced by a further agreement entered into by the Owner and/or a different Developer provided that these obligations shall only apply to that part of the Green Land that they own

1.6.1 The provisions of this Agreement are personal to the parties hereto save on the reconstruction or amalgamation of the Developer or on the appointment of another person as Undertaker for the area including the Site under the Act

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1.7 This Agreement shall be governed in all respects by English Law

AGREEMENT

1. The provisions in the First and Third Schedule shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement

2.1 In respect of any part of the Works to be constructed in the Green Land the Owner (if any) hereby consents to the exercise by the Developer of its rights under this Agreement and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act

2.2 If any of the Works are to be constructed within the Site but outside the Green Land then the Adjoining Owner(s) shall join into this Agreement solely for the purposes of acknowledging and consenting to the arrangements herein expressed between the Developer and the Undertaker For the avoidance of doubt the Adjoining Owner(s) shall have no liability under the provisions of this Agreement in relation to the construction and future maintenance or repair of the Works

2.3 The Developer warrants that it has sufficient rights in that part of the Site that is outside the Green Land to enable the Works to be carried out therein and to permit the use repair maintenance and discharge therefrom to any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works

2.4 The Adjoining Owner(s) hereby consents and agrees to the arrangements contained within this Agreement as far as they relate to land in the

ownership of the Adjoining Owner(s) and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act

2.5 The Developer hereby confirms that the title of the Owner and the Adjoining Owner(s) (if such parties have joined in this Agreement) have been examined and establishes that the parts of the Site where the Works are to be constructed are in their ownership at the date of this Agreement

2.6 The Owner and the Adjoining Owner(s) acknowledge that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer

3. The Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' Drawings of the Works (including any agreed variations to the original Drawings)

4. No statutory or common law rights and powers of the Undertaker or the Developer shall be affected by this Agreement

5. Nothing in this Agreement is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or right to enforce a provision contained in this Agreement

6. All parties hereby consent to the supply to any person acting reasonably who may request it, including but not be limited to any lender or purchaser of land to be drained by means of the Works, a copy or summary of this Agreement

7. If as part of the Works the Developer is proposing to construct Diverted

Sewers then the additional provisions of the Second Schedule shall apply

8. If in connection with the Works the parties agree to carry out network reinforcement at the cost and expense of the Undertaker the provisions of the Sixth Schedule shall apply

9. The Developer or the Owner or the Adjoining Owner(s) if there are parties so defined either own the freehold or the unexpired residue of not less than 200 years of a leasehold term or in the case of the Developer has sufficient interest in the Green Land or land adjoining the Green Land within the Site to enable certain development in relation to the same including the construction of the Works to serve the said development

10.1 The Developer has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works

10.2 The Developer and the Owner (if any) hereby acknowledge that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration

10.3 In the unlikely event that the boundary of the Green Land shown on the plan includes land owned by a party who is not a party to this Agreement, nothing in this Agreement shall require the Undertaker to issue a Vesting Declaration in relation to any Apparatus contained within that land.

11. The Developer and the Undertaker undertake and warrant that they will carry out their respective obligations under this Agreement in accordance with the Sewerage Sector Guidance and, for the avoidance of doubt, the Procedures

12. In the event of a conflict between this Agreement and the Sewerage Sector Guidance the provisions of this Agreement shall prevail and have effect

EXECUTED by the parties hereto on the day and year first before written

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FIRST SCHEDULE

(being provisions applicable to the Works)

Construction of Works

S.1 If the Developer proceeds with the Works it shall at its own expense properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in S.2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water sewers in accordance with Appendix VII of the DCG

Minor Variations

S.2 The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent

Consent to Discharge

S.3.1 In the case of a discharge from any part of the Works to controlled waters as defined by the WRA the Developer shall:

S.3.1.1 before commencement of any Works make application for and obtain any necessary consent to such discharge from the relevant pollution control authority and if appropriate the relevant land drainage authority and comply with the conditions relating to their consent provided however that the Developer shall not agree to conditions

without the prior approval of the Undertaker (which approval shall not be unreasonably withheld or delayed) and shall if required by the Undertaker appeal against the same or any of them within the period provided within the WRA for the lodging of an appeal and

S.3.1.2 transfer the consent to discharge referred to in S.3.1.1 to the Undertaker immediately prior to the issue of the Vesting Declaration

S.3.2 If any part of the Works is intended to discharge into any Watercourse which is owned by or comprises part of the undertaking of a Navigation Authority (as defined in the WRA) (otherwise than a natural Watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such Watercourse obtain the consent of the Navigation Authority to such discharge but shall not agree to any conditions relative to such consent without the prior approval of the Undertaker

S.3.3 In the case of a discharge to an estuary or coastal waters the Developer shall before the commencement of any of the Works obtain requisite consents or approvals

S.3.4 If the Works are to discharge to land (including any Watercourse) owned by any of the Undertakings listed in Schedule 13 Part 1 of the Act the conditions referred to in S.3.2 above shall (so far as the context admits) apply to the Works

Notification of Intended Commencement

S.4 The Developer shall give the Undertaker at least seven Days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such

plans Drawings and other design or working Drawings not previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until

S.4.1 the Developer has completed this Agreement (unless otherwise agreed with the Undertaker) and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes and

S.4.2 the Site has been inspected by the Undertaker (which the Undertaker agrees to perform within fourteen Days of the receipt of the notice under S.4 above)

S4.3 Notwithstanding S4.2, the Developer may commence Works following the expiry of such fourteen Day period if the Undertaker has failed to carry out the inspection specified in S4.2 within that period

Period of Construction

S.5 The Developer shall construct and complete the works within the Period of Construction and all parts of the Works including all outfalls and all connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works provided always that if the Developer shall fail to construct and complete the Works within the Period of Construction the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker

Building over

S.6 The Developer shall not build plant or place anything over or within three metres measured horizontally from the centre line of any Sewer or Lateral Drain which are to be included in the Vesting Declaration (or such other distance as may be reasonably specified by the Undertaker) without the written consent of the Undertaker provided that consent shall be deemed to be refused if consent is not given within ten Days provided also that this condition shall not apply to anything shown on the Drawings or the Layout Plan within the Protected Strip

Backfilling

S.7.1 The Developer shall notify the Undertaker before covering up any part of the Works

S.7.2 Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works and such inspection being on reasonable notice to the Developer

S.7.3 If the Developer fails to give notice under S.7.1 or fails to comply with arrangements under S.7.2 it shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement

S.7.4 Provided notice is given under S.7.1 if the Undertaker fails to comply with arrangements under S.7.2 (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works

S.7.4.1 Without prejudice to S.7.1 to S.7.4 inclusive the Developer shall at any time if requested to do so by the Undertaker in writing open up the Works for inspection

S.7.4.2 If the Developer fails to comply with such request within any time limit specified by the Undertaker the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all reasonable costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker

S.7.5 For the avoidance of doubt the provisions of S.10 (relating to access to the Works) are to be read in conjunction with this paragraph

Provisional and Final Certificates

S.8.1 If following inspection of the Works pursuant to the Procedures, the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) in accordance with this Agreement it shall within 7 Days of the inspection issue a certificate to the Developer to that effect

S.8.2 The Works shall be deemed completed when:

S.8.2.1 they have been substantially constructed in accordance with this Agreement; and

S.8.2.2 a majority of the premises within the Green Land and intended to be served by the Works are occupied; and

S.8.2.3 all necessary connections or other things have been made or done whereby such occupied premises may be properly drained; and

S.8.2.4 the Developer has supplied to the Undertaker:

(a) two full sets of 'as constructed' Drawings and sections showing the completed Works and Sewers by lines colours and symbols in accordance with Appendix VII of the DCG and

(b) two sets (or more if requested) of operating instructions/maintenance manuals for any pumping station

(c) two sets of any information required under any Local Practice or Undertaker technical requirements relating to particular types of surface water Sewer

S.8.3 If requested by the Developer the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction

S.8.4 The Undertaker may issue a Provisional Certificate when it considers it appropriate or if requested to do so by the Developer

S.8.5 The Undertaker may issue a Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers

S.8.6 Where in a certificate issued under S.8.1 the Undertaker identifies in writing to the Developer remedial work required to be carried so that the Works comply with the requirements of this Agreement and by the expiry of six months from the date on which the Developer

receives the remedial works' notice the Developer has failed to carry out such remedial work

S.8.6.1 the Undertaker may issue notice to complete the Works within a reasonable period, not exceeding six months specifying the areas of non-compliance with the requirements of this Agreement

S.8.6.2 the costs of such work shall be borne by the Developer

S.8.6.3 The Developer will confirm in writing once the works have been completed

S.8.6.4 if within the period referred to in S.8.6.1 the works have not been carried out to the reasonable satisfaction of the Undertaker the Undertaker shall so inform the Surety

S.8.6.5 following the giving of such notice to the Surety the Undertaker may carry out the necessary remedial works and the Developer and Surety shall be liable for the reasonable costs so incurred by the Undertaker

S.8.7 Any notice from the Undertaker under S.8.6 shall be provided to the Surety at the time it is provided to the Developer

S.8.8 The Developer shall notify the Undertaker immediately on completion of any works carried out to remedy defects identified under S.8.6

S.8.9 The Undertaker shall not be obliged to release any Surety from its liabilities under this Agreement or to repay any Deposited Sum in full as the case may be until the happening of the vesting and transfer referred to in S.17.3

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Maintenance Period

S.9 During the Maintenance Period the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker unless the Undertaker shall declare that any required maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or repair immediately

Access to the Works and consequences of inspections

S.10.1 The Developer shall arrange for the Undertaker to have access to the Works and the Site at all reasonable times and in particular shall at its own cost provide all relevant plant equipment (including safety equipment) signing guarding lighting and personnel whilst the Undertaker is on the Site for the purpose of carrying out inspections under this Agreement

S.10.2 Following an inspection under this agreement, the Undertaker may make recommendations to the Developer as to the design or construction of the Works but no such recommendations shall affect the obligations of the Developer under this agreement or limit the rights of the Undertaker under S.8.1 and S.12.1 or otherwise

Undertaker's Right to Repair

S.11 If at any time before the issue of the Final Certificate the Developer shall fail to construct and maintain the Works in accordance with this Agreement the Undertaker shall (as agent of the Developer) be entitled at its entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the

opinion of the Undertaker after first giving not less than ten days notice in writing to the Developer (unless the Undertaker declares that any required construction and/or maintenance is an emergency in which case the Undertaker may carry out the said construction and/or maintenance immediately) and the Surety of such intention and the Developer shall upon demand pay to the Undertaker the cost thereof including the necessary cost of the preparation and service of such notices and of necessary administration as certified by the Undertaker including professional fees and other expenses reasonably and properly incurred

Final Certificate

S.12.1 The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) and following a final inspection arranged in accordance with the Procedures within twelve months of the date of the Provisional Certificate or if later the date on which defects notified by the Undertaker under S8.6 have been remedied issue a Final Certificate but the Undertaker shall not be required to issue such a certificate until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the vesting of the Works to take place and the Undertaker is satisfied that:

S.12.1.1 the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects or damage arising or work required in connection with the Works during that period and prior to the date of the Final Certificate have been made good by the Developer to the reasonable satisfaction of the Undertaker and that

S.12.1.2 (a) no building or structure save as permitted in S.6 of this Schedule has been erected within the Protected Strip or on or over land within three metres of any part of the Works not falling within the Protected Strip (or such other distance as may be reasonably specified by the Undertaker in respect thereof) measured horizontally from the centreline of any such Works without the written consent of the Undertaker and (b) access to any part of the Works with or without vehicles plant or equipment is not obstructed and that

S.12.1.3 where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer and that

S.12.1.4 where any part of the Works is shown in the Drawings discharging to a Watercourse that part does discharge properly and directly to the Watercourse in the manner shown in the Drawings and in accordance with any necessary consents or approvals and that

S.12.1.5 the Developer has complied with all requirements of the Undertaker in pursuance of Clause 2 of the Agreement and S.3 S.19 and S.21 of this Schedule

S.12.2 The Undertaker shall not be obliged to issue a Final Certificate while:

S.12.2.1 any dispute exists between the Developer and any third party concerning the Works; or

S.12.2.2 any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water may enter a surface water Sewer

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S.12.3 In order that a Final Certificate may be issued in respect of the Works:

S.12.3.1 the Developer shall previously supply to the Undertaker the relevant section (relating to drainage) of the CDM Heath and Safety File

S.12.3.2 the Undertaker shall within twenty-one Days after any inspection of the Works made during the Maintenance Period advise the Developer in writing of any defects or damage arising or work required in connection with the Works needing rectification or completion before the issue of the said Final Certificate provided however that:

S.12.3.2.1 if the said plans and sections or records provided by virtue of S.8.2.4 do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker it may require the Developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be);

S.12.3.2.2 the Undertaker shall be under no duty to issue the Final Certificate until it is satisfied that the Developer has complied with S.12.3.1

S.12.4 Notwithstanding the provisions of this paragraph the Undertaker shall not be obliged to issue the Final Certificate until all intervening private Sewers which link the Works to the receiving public sewerage system are themselves public Sewers

S.12.5 For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until the issue of the Final Certificate even though such issuing may be delayed by the preceding sub-paragraph

S.12.6 Where following a notice given under S.8.3 no remedial works are identified under S.8.6, the Undertaker shall effect vesting under S.13

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within twelve months from the date of the Provisional Certificate, subject to the fulfilment of the other requirements of this S.12

Vesting

S.13 The Undertaker shall within seven Days after the issue of the Final Certificate issue a certificate of vesting of the Works in itself in circumstances where the Final Certificate does not itself vest the Sewers in the Undertaker

No Duty to Developer

S.14 Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed

Indemnity to Undertaker by Developer

S.15 The Developer indemnifies the Undertaker against all actions costs claims and demands which may be made against them jointly or separately in connection with the construction and completion of the Works and those matters referred to in Clauses 2 and 10 and Paragraph S.21.1.1 of the First Schedule of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions costs claims or demands relate to the ownership of the Site

Bankruptcy etc of Developer

S.16 If the Developer shall fail to perform any of the conditions contained in this Agreement to be performed or observed by the Developer or shall be adjudicated bankrupt or shall go into receivership or

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liquidation voluntarily or otherwise or shall execute a deed of assignment or arrangement for the benefit of or otherwise compound with its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other rights remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer and Surety terminate this Agreement and upon such notice being served this Agreement shall immediately terminate but without prejudice however to the obligations of the Surety to the Undertaker under S.17 of this Schedule and of the Developer to the Undertaker under S.20 and S.21 of this Schedule and of the rights of the Undertaker under S.11 of this Schedule

Obligation of Surety (where Party to the Agreement)

S.17.1 In consideration of the Undertaker entering into this Agreement with the Developer the Surety as a principal indemnifies the Undertaker in respect of any expenditure which the Undertaker may reasonably incur in accordance with this Agreement by reason of the failure of the Developer to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed but the obligations of the Surety shall in no circumstances exceed the Financial Limit to which the Surety and its successors and assigns under this Agreement now bind themselves to the Undertaker

S.17.2 The amount of any such expenditure shall be that certified by the Undertaker as having been reasonably incurred

S.17.3 The Surety shall be discharged or released from its obligations under this Paragraph when the Works are vested in the Undertaker and subject to the Developer having secured in favour of the Undertaker

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such transfers of land together with the rights referred to in S.21 of this Schedule as may have been required by the Undertaker but the Surety shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Undertaker or by any alteration in the obligations of the Developer or by the execution of any amended extra or substituted Works authorised by virtue of S.2 of this Schedule or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety

Disputes

S.18.1 All questions, disputes, claims or differences which may arise at any time in relation to this Agreement (the distance or distances specified in S.6 and S.12.1.2 of this Schedule and the decision of the Undertaker in S.8.3 of this Schedule excepted or the costs of any work carried out pursuant to S.11 of this Schedule also excepted) shall be resolved in accordance with the procedures set out in Fifth Schedule

S.18.2 Failing resolution of the dispute, claim or proceeding under this clause S.18 and the Fifth Schedule, the matter may be referred to the exclusive jurisdiction of the English Courts

Notices and contact information

S.19.1 Any notice to be served on or Drawings to be supplied or submitted to the Undertaker shall be delivered or posted to the Undertaker's registered office or other address as may be notified from time to time and any notices to be served on the Developer may be delivered or posted by pre-paid letter to its last known address (or being a limited

company to its registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being

S.19.2 For the purposes of day to day operations and contract management, the Parties nominate their respective representatives named in the Fifth Schedule as the persons to be contacted.

Fees

S.20.1 The Undertaker acknowledges receipt of the following sums:

S.20.1.1 the cost of the preparation and completion of the Agreement and appropriate copies thereof; and

S.20.1.2 the Inspection Fees being the fees incurred by the Undertaker for the technical examination and processing of the initial submission by the Developer of plans Drawings and other design or working Drawings whereby the Works are proposed to be constructed and for inspection by the Undertaker of the execution of the Works (which may include a survey by closed-circuit television (CCTV) and/or other internal survey methods)

S.20.1.3 the Deposited Sum

S.20.2 The Developer shall on demand pay to the Undertaker:

S.20.2.1 any additional fees arising from CCTV or other internal resurveys associated sewer cleansing and Site visits essential to recheck sub-standard work;

S.20.2.2 any additional Inspection Fees in respect of Lateral Drains that are proposed for adoption and which were not constructed at the same time as the Sewers in the Green Land;

S.20.2.3 any fees and disbursements pursuant to S.21 of this Schedule;

S.20.2.4 VAT upon any payments referred to in this Agreement if the same is properly payable thereon

Transfer of Land and Maintenance Arrangements and VAT

S.21.1 The Developer shall before the Works are vested in the Undertaker at the request of the Undertaker execute or secure the execution (at no cost to the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Undertaker or by any other party) of:

S.21.1.1 a transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute free from any covenant easement exception reservation (other than a reservation of rights necessary for the Developer to maintain the Works until the issue of the Vesting Declaration) or other incumbrance of the land forming the sites of pumping stations outfall structures or of any balancing facilities (excluding above ground balancing facilities that do not form part of the Works) that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles and the transfer deed shall contain the following agreement and declaration together with the covenant and indemnity in the form shown below:

"It is hereby agreed and declared that this Transfer of the Property shall not vest in the Undertaker the Works (as defined in the related sewer adoption Agreement) until the same are subsequently vested in

the Undertaker".

"The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Undertaker pursuant to Section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions costs claims demands proceedings and expenses whatsoever in respect of the use and occupation of the Property or the presence of the Sewers"

Note: "the Sewers" *to be defined* as *"any Sewers pumping station or accessories thereto on over or under the Property"*

S.21.1.2 adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker

S.21.1.3 a Deed of Grant of easement incorporating the rights and covenants contained in the Fourth Schedule hereto in the event that the Undertaker considers it reasonably necessary and appropriate for the future protection of the Works and any discharges therefrom to any Watercourse or any balancing facility which is not to be vested in the Undertaker

S.21.2 The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax ("VAT") to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) provided however that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of S.13

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Obligation in respect of the Deposited Sum

S.22.1 If the Developer shall fail to observe or perform any of his obligations according to this Agreement the Developer will pay to the Undertaker any expenditure which the Undertaker may reasonably incur in accordance with this Agreement by reason of the failure of the Developer aforesaid

S.22.2 The amount of any such expenditure shall be that certified by the Engineer as having been reasonably incurred

S.22.3 In the event of non-payment by the Developer within a period of fourteen days after demand of any amount payable to the Undertaker under this Agreement the Undertaker shall without prejudice to the obligation of the Developer under Clause S.22.1 have the right to appropriate out of the Deposited Sum any such amount or the balance thereof remaining unpaid

Repayment of the Deposited Sum/Release of Surety

S.23.1 The Undertaker shall upon vesting of the Works and subject to the Developer having secured in favour of the Undertaker such transfers of land together with the rights referred to in S.21 of this Schedule as may have been required by the Undertaker repay to the Developer the Deposited Sum or the balance thereof remaining in its hands

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SECOND SCHEDULE

(Provisions applying to Diverted sewers or public Lateral Drains under Clause 7 of the Agreement: Optional Clauses)

Diverted Sewers

1. The Developer shall construct the Diverted Sewers in accordance with the provisions of the First Schedule of this Agreement

2. Prior to the commencement of the construction of the Diverted Sewers the Developer shall provide a method statement for approval by the Engineer together with payment of the Cash Deposit which is calculated to be one hundred per cent of the estimated construction costs of the Diverted Sewers

3. Upon issue of the Provisional Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule the Diverted Sewers shall in pursuance of the powers conferred on the Undertaker by the Act vest in the Undertaker as public Sewers or public Lateral Drains PROVIDED THAT the diversion of flows from the existing public Sewers or public Lateral Drains into the Diverted Sewers shall not be permitted until the necessary and relevant provisions of this Agreement have been complied with and the decision of the Undertaker in this respect shall be final and conclusive The Undertaker shall return eighty per cent of the Cash Deposit to the Developer when the Diverted Sewers are vested in the Undertaker

4. Until the issue of the Final Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule if the Developer fails to carry out the provisions of S.9 of the First Schedule then the Undertaker may deduct from the balance of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those

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provisions in place of the Developer

5. S.8.2.2 and S.8.2.3 and the references to vesting in S.13 of the First Schedule shall not apply to the Diverted Sewers

6. The balance of the Cash Deposit shall be repaid to the Developer upon issue of the Final Certificate following the deduction of any amounts due to the Undertaker in accordance with the provisions of Paragraph 4 above PROVIDED THAT if any part of the Diverted Sewers shall have been constructed in public highway then five per cent of the Cash Deposit shall be retained for a period of two years from the date of the issue of the Final Certificate and if the Developer fails to comply with the provisions of the New Roads and Street Works Act 1991 in relation to the Diverted Sewers then the Undertaker may deduct from the remainder of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those provisions in place of the Developer and at the end of the said two-year period the remaining balance of the Cash Deposit shall be repaid to the Developer following the deduction of any amounts due to the Undertaker

7. Until the issue of the Final Certificate if by reason or in consequence of the construction or failure of the Diverted Sewers or any subsidence resulting from any of those Works any damage shall be caused to any land or property or there is any interruption in any service provided by the Undertaker the Developer shall repay the cost reasonably incurred by the Undertaker in making good such damage or restoring the service and shall:

7.1 make reasonable compensation to the Undertaker for any loss sustained by it; and

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7.2 indemnify the Undertaker against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the Undertaker by reason or in consequence of any such damage or interruption

8. The use of the existing public Sewers or public Lateral Drains that are being replaced by the Diverted Sewers shall be abandoned in accordance with the method statement referred to in paragraph 2 hereof and discontinued and prohibited in accordance with Section 116 of the Act upon issue of the Provisional Certificate

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THIRD SCHEDULE

Provisions relating to permitted Local Practices

1 *Anglian Water Services ADDENDUM in relation to the Pumping Station Specification*

The references shown below refer to the relevant sections of Design Construction Guidance (SSG Appendix C) published on Water UK's website

D5.6.1 In order to achieve consistency between flow assessments made as part of our pre-planning process and adoptable pumping stations delivered by developers, the following actual water consumption figures should be used to calculate the dry weather flow:

- 2.35 persons per property
- 125 litres per head per day
- 25% infiltration

The use of realistic criteria also leads to smaller pumps and reduced power costs, smaller rising mains and a lower emergency storage requirement.

- Pump rate = 4 x DWF (increased if necessary to achieve velocity between 0.75-1.8m/s)
- Emergency storage is 4 hours at 1DWF
- The peak inflow is considered to be 2.12 x DWF

D2.2 Anglian Water accepts pumping stations designed to Code with a wet well depth of up to 8m based on our safe working practices for lifting. A wet well depth which exceeds 8m will require a specific consultation with Anglian Water as alternative powered lifting arrangements will be required.

D5.3.5 Anglian Water's preference is for the compound to be secured using a 1.8m high brick wall, 225mm width with engineering brick DPC wherever this is possible.

This ensures the pumping station will match its surroundings and is more sustainable regards site security. We will not accept access gates which are constructed solely of wood as this solution reduces security sustainability. Galvanised steel bar is preferred.

D5.6.3.g There shall be sufficient clearance between the high level backup float and the telemetry high level alarm float required by Anglian Water's telemetry standards. The telemetry high level alarm float must activate before half the total retention capacity of the system has been reached, to give the best chances of avoiding pollution impact.

D6.1.7 At the discharge end tracer wire should be terminated with 1 m of wire coiled inside a small but suitably sized and IP rated enclosure to last in the installed environment. This enclosure must be accessible from ground surface level to enable safe future access and use.

D7.1.2 The system and equipment shall also be resilient enough to auto reset after 'brown-out' power situations. Refer to F3.3.11.4.7

D7.7.2.d All chambers (wet well/valve/flow meter) shall have covers with integral fall protection grids regardless of chamber depth. Therefore Anglian Water does not require the supplementary posts and rails for fall protection.

D7.7.3.b Unless there are specifically documented design needs, Anglian Water shall not allow open mesh or holes/slots within covers for venting. Where security fencing/wall is provided, Anglian Water will accept plastic vent pipes and cowl, the vent pipe must be positioned at the inside edge of the perimeter wall/fence and be of equal height.

D7.7.6 Chamber ladders should be in accordance with E2.37, preferably option 3 or 4, with retractable hand hold rail that can be raised above the cover level to aid safe access/egress.

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D7.11.7 Kiosk construction form of any type except GRP must be agreed with Anglian Water during the technical review of the design.

D7.11.16.a Anglian Water does not require a resuscitation sign

F2.3.12.3.c If an existing handle or lifting point upon a pump will not meet these requirements, then an item must be fitted by the pump manufacturer, that is a recognised purpose designed part supplied by the manufacturer that provides at least 120mm clearance. It must form part of the fabric of the pump and the design and not be regarded as lifting equipment, thus not requiring testing under LOLER requirements.

If a pump cannot be supplied with the required lifting point to accept the required lifting equipment, then as an absolute last resort, Anglian Water under specific agreement may accept lifting chains. These will need to be subject to a written scheme of thorough examination. The chains will need to meet specific requirements i.e. short link BSEN 818, with larger links at 1m intervals, stainless chain – shackles – id and hooks, with pins secured.

F3.2.1.7.a This certificate shall confirm the installation satisfies all appropriate design requirements of BS7671. As part of the certification process, the period to next inspection should be recorded. Anglian Water will expect at least an 18 month period between the due date and date of legal transfer.

F2.3.12.2 Lifting points shall be designed for lifting the whole pump unit and be designed, supplied and marketed by the pump unit manufacturer.

F3.1 BS7671 specifies surge protection devices should be fitted, if they are not a risk assessment including calculations must be provided.

F3.3.3.4.3 Doors shall have the requisite number of handles to ensure effective opening and closing, and shall require a key to unlock (not tool) for opening.

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F3.3.7 see F3.4.6.2.1.2

F3.3.8.2.7 "the control system for the relevant pump shall"

F3.3.8.2.7.c start the alternate pump (if available)

F3.3.8.2.7.d inhibit the relevant unit from running

F3.3.8.4 The High Wet Well Level referred to in this section is also known as High Level Backup Float level, not the High High Level or High Level Alarm float that shall be connected directly to telemetry.

F3.3.8.4.7 Anglian Water requires option a, the associated indication lamp shall remain illuminated until the system reverts to Ultrasonic Level Control, it shall not require manual reset.

Table F 3 On Anglian Water installations the High Wet Well Level and Backup Control Systems indications are to be one and the same/combined. Therefore the High High indication may be referred to as the High Wet Well Level (high level telemetry alarm).

F3.3.11.1.1 Motor starter compartments – motor protection shall be accordance with motor/pump unit manufacturer's warranty requirements.

F3.3.11.2.3.d The distribution board shall incorporate the protection devices supplying items e to i. The items themselves do not need to be mounted on the door.

F3.3.11.5.3.c not required see F3.3.8.4.7 of Anglian Water local practice

F3.3.12.6.3.b not required see F3.3.8.4.7 of Anglian Water local practice

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F3.4.1.2.1 At least 1 splash proof, IP54 (minimum) socket outlet, 13 A, 230 V, complying with BS 1363: Part 2: shall be provided inside the kiosk. This shall be provided with 30 mA RCD protection.

F3.4.5.4.1 If the pumping station is in a secure compound, pump connection junction boxes suitably IP rated shall be housed within a kiosk located at a safe distance but in close proximity to the wet well, with the same venting requirements as the main assembly kiosk.

F3.4.5.4.2 If the pumping station is not in a secure compound, the main assembly kiosk shall be provided with facilities to prevent the ingress of explosive or corrosive gases into the kiosk regardless of the hazardous area assessment of the wet well.

F3.4.6.1 Main earth conductors shall be connected to a main earth terminal bar to which the independent earth conductor for the generator will be connected. The DNO supply earth shall be easily disconnected or isolated from all other earth connections preferably by removeable link.

Appendix 1 10.d This certificate shall confirm the installation satisfies all appropriate design requirements of BS7671. As part of the certification process, the period to next inspection should be recorded. Anglian Water will expect at least an 18 month period between the due date and date of legal transfer.

Appendix 1 10.e Anglian Water will expect at least a 6 month period between the due date and date of legal transfer.

Appendix 1 10.f Anglian Water will expect at least a 6 month period between the due date and date of legal transfer.

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FOURTH SCHEDULE

Rights and Covenants to be Incorporated in a Deed of Grant of Easement pursuant to S.21.1.3 of the First Schedule

Definitions

"the Undertaker"	means Anglian Water Services Ltd and its successors in title
"the Apparatus"	means the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below
"the Protected Strip"	means that strip of land being [6] metres wide shown on the plan (being the plan annexed hereto and numbered .....) and thereon coloured yellow and (unless the contrary shall be stipulated or be clear from the plan) the Protected Strip shall lie one half to each side of the centreline of the Apparatus
"the Dominant Tenement"	means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Grantor from and against all rates taxes impositions

and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Grantor hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge

(b) For the purposes hereof and in particular for the purposes mentioned in Paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land

(c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip

(d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights

(e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights

(f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor

(g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosesoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:

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1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive

1.2 adversely affect the quality of water or other matter therein or free flow and passage thereof or means of communication along or through the same

2. Without prejudice to the generality of the foregoing:-

2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character

2.2 not to withdraw support from the Apparatus or from the Protected Strip

2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip

2.4 not to alter the ground levels within the Protected Strip

2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip

2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty-five degrees formed by the Apparatus and the street road pipe duct or cable provided that this prohibition shall not apply to an existing street road pipe duct or cable

3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip

4. The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

5. Notwithstanding the earlier exercise of the Rights or earlier enforcement of the Covenants the Apparatus shall not vest in the Undertaker until it has issued a Vesting Declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991

FIFTH SCHEDULE

Dispute Resolution Procedure

		Name	Position	Email/Phone
Owner	(1) Representative	Mr John Crunkhorn	Contracts Manager	Tel: 01406 380532 John.crunkhorn@broadgate-homes.com
	(2) Senior Representative	Mr Ian Canham	Chief Executive	Tel: 01406 380532 Ian.canham@broadgate-homes.com
Undertaker	(1) Representative	James Darrington	Process and Performance Manager	03456 066087
	(2) Senior Representative	Donnchadh Maher	Head of Development Services	03456 066087
Developer	(1) Representative	Mr John Crunkhorn	Contracts Manager	Tel: 01406 380532 John.crunkhorn@broadgate-homes.com
	(2) Senior Representative	Mr Ian Canham	Chief Executive	Tel: 01406 380532 Ian.canham@broadgate-homes.com

1. General Principles

1.2 Paragraph references are to references in this Schedule unless stated otherwise

1.3 The procedure set out in this Schedule (the "Dispute Resolution Procedure") shall apply to any dispute, claim or difference ("Dispute") between the Parties arising out of or relating to this Agreement

1.4 This Dispute Resolution Procedure sets out the intention of the Parties to act in a collaborative manner and in a spirit of partnership in seeking to resolve disputes at the earliest stage possible. It is therefore accepted by the Parties that this procedure shall only apply after the application of the redress procedures set out in the Sewerage Sector Guidance. For the avoidance of doubt, any monies recovered by the Developer pursuant to these procedures shall be deducted from any sums awarded under the Dispute Resolution Procedure or in court proceedings subsequent to the operation of this procedure where those monies relate to the same set of circumstances giving rise to the dispute being dealt with under the Dispute Resolution Procedure

1.5 Unless otherwise agreed, all negotiations connected with the Dispute shall be in confidence and without prejudice to the rights of the Parties in any future proceedings. If at any point the Parties reach agreement on the resolution of a Dispute or any part of a Dispute, it shall be set out in writing and signed by the authorised representatives of both Parties. Such resolution shall from that point on be binding on the Parties and may be referred to as evidence of their agreement

1.6 Changes to the details of the Parties authorised representatives must be notified, in writing to all Parties within 48 hours of any change taking effect

Notice

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2.1 If a dispute ("Dispute") arises, the Party who wishes to raise it ("the Claiming Party") must give notice ("a Dispute Notice") to the other Party or Parties ("the Responding Party") as soon as reasonably possible after becoming aware of the circumstances giving rise to the Dispute

2.2 The Dispute Notice must specify in reasonable detail:

(a) the relevant facts giving rise to the Dispute;

(b) any contractual obligation or other applicable legal duty which the Claiming Party asserts has been or will be breached; and

(c) the remedy or action requested by the Claiming Party

Negotiation

3.1 If a Dispute arises between the Parties at any time, such Dispute shall first be referred to the Parties' Representatives named in this Schedule. The Parties' Representatives shall meet without prejudice within 5 Days' of receipt of the Dispute Notice by the Responding Party and they shall attempt in good faith to resolve such Dispute

3.2 Any decision jointly made by the Representatives shall be final and binding unless the Parties otherwise agree, once it has been recorded in writing and signed by each Representative in accordance with paragraph 1.4

3.3 Subject to paragraph 3.1, if the Representatives have failed to resolve any Dispute within 10 Days' of receipt of the Dispute Notice by the Responding Party, the dispute shall be referred to the Parties' Senior Representatives who shall within 5 Days' of the Dispute being referred to them, meet without prejudice and attempt in good faith to resolve such Dispute

3.4 Any decision jointly made by the Senior Representatives shall be final and binding unless the Parties otherwise agree, once it has been recorded in writing and signed by each Senior Representative in accordance with paragraph 1.4

Mediation

4.1 If the Dispute cannot be resolved by negotiation, the Dispute shall be referred to Mediation pursuant to the procedure set out below unless any Party, acting reasonably, considers that the Dispute is not suitable for mediation

4.2 For the avoidance of doubt, nothing in this Schedule shall be taken to exclude or limit the rights of any Party to make such applications (including but not limited to applications as to costs) as it sees fit in any proceedings, relating to the conduct of the other Party and in particular, any decision made under paragraph 4.1 above

4.3 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) a neutral mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Days after a request from one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution and Mediation (CEDR) to appoint a Mediator and the mediation shall be conducted in accordance with the rules and procedures of the CEDR. If the CEDR is unable or unwilling to nominate a Mediator then any Party may (subject to obtaining the consent of the other(s)) approach an alternative reputable mediation body;

(b) the Parties shall within 10 Days of the Mediator's appointment meet with the Mediator to discuss and agree a programme for the exchange of all relevant information and the procedure to be adopted for the mediation. Either Party may ask the Mediator to give guidance on a suitable programme for information exchange and/or mediation procedure

4.4 If Mediation fails to achieve a resolution of the dispute or any part of it, any Party may ask the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Dispute without the prior written consent of the other(s)

EXECUTED by

BROADGATE BUILDERS (SPALDING) LIMITED

acting by:

Director

IAN JOHN CANHAM

~~Director~~/Secretary S. J. Foreman

SUSAN JANE FOREMAN

EXECUTED by
ANGLIAN WATER SERVICES LIMITED
Acting by its attorney

Yoti eSigned

DM
Yoti initial

in the presence of
Signature of Witness

Yoti eSigned

SD
Yoti initial

Name

Address: Henderson House,
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Ermine Business Park,
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ANGLIAN WATER SERVICES LTD

LIST OF APPROVED DRAWINGS

Number/Reference	Drawing Title	Date
2101-RM-P2-PL Rev F	Planning Layout	01 Nov 2021
03/016 Rev B	SECTION 38 ADOPTABLE ROAD AND DRAINAGE LONG SECTIONS SHEET 4 OF 4	31 Mar 2023
03/014 Rev C	SECTION 38 ADOPTABLE ROAD AND DRAINAGE LONG SECTIONS SHEET 2 OF 4	30 May 2023
03/013 Rev A	SECTION 38 ADOPTABLE ROAD AND DRAINAGE LONG SECTIONS SHEET 1 OF 4	31 Mar 2023
03/015 Rev C	SECTION 38 ADOPTABLE ROAD AND DRAINAGE LONG SECTIONS SHEET 3 OF 4	30 May 2023
02/052 Rev A	PHASE 7, ST JOHN'S CIRCUS, SPALDING S104 FLOOD EXCEEDANCE PLAN	05 May 2023
02/022 Rev G	PRIVATE DRAINAGE LAYOUT SHEET 3 OF 3	30 May 2023
02/007 Rev A	PHASE 7, ST JOHN'S CIRCUS, SPALDING ADOPTABLE DRAINAGE STANDARD DETAILS SHEET 2 OF 2	05 May 2023
02/006 Rev C	ADOPTABLE DRAINAGE STANDARD DETAILS SHEET 1 OF 2	12 Jun 2023
02/004 Rev E	SURFACE WATER MANHOLE SCHEDULE	12 Jun 2023
02/003 Rev K	PHASE 7, ST JOHN'S CIRCUS, SPALDING S104 ADOPTABLE DRAINAGE LAYOUT	30 May 2023
02/005 Rev B	PHASE 2 FOUL WATER MANHOLE SCHEDULE	24 Oct 2022
02/012 Rev C	PHASE 7, ST JOHN'S CIRCUS, SPALDING ADOPTABLE FOUL RISING MAIN LONG SECTION	05 May 2023
02/015	SURFACE WATER DEMARCATION MANHOLE SCHEDULE	05 May 2023

Number/Reference	Drawing Title	Date
02/016	FOUL WATER DEMARCATION MANHOLE SCHEDULE	05 May 2023
02/020 Rev F	PRIVATE DRAINAGE LAYOUT SHEET 1 OF 3	05 May 2023
02/021 Rev F	PRIVATE DRAINAGE LAYOUT SHEET 2 OF 3	05 May 2023
02/013	PHASE 7, ST JOHN'S CIRCUS, SPALDING ADOPTABLE FOUL PUMPING STATION PUMP TANKER SWEPT PATH ANALYSIS	05 May 2023
3010007339 Issue 05	P13-501 Holland Park Spalding	05 May 2023

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Reference: NSA-0155944 - 10720544

ANGLIAN WATER SERVICES LIMITED

LIST OF SEWERS PROPOSED TO BE ADOPTED

Developer: Broadgate Homes Ltd

Consultant: Create Consulting Engineers Ltd

Development: Phase 7, St John's Circus, Spalding

The sewers including the manholes and pumping station(s)/balancing reservoir (if any) as numbered on the plan(s) scheduled herewith, proposed to be constructed by the Developer.

FOUL SEWERS (Coloured Brown)				
MH TO MH		Distance (Metres)	Diameter (mm)	Material
F1	F2	13.37	100	Clay
F2	F3	8.70	100	Clay
F3	F6	62.14	100	Clay
F4	F5	13.25	150	Clay
F5	F6	36.83	150	Clay
F6	F7	13.63	150	Clay
F7	F8	15.20	150	Clay
F9	F11	55.45	100	Clay
F10	F11	34.56	100	Clay
F11	F12	30.07	100	Clay
F12	F13	27.07	150	Clay
F13	F14	56.24	150	Clay
F14	F20	36.04	150	Clay
F15	F16	16.13	100	Clay
F16	F17	27.45	100	Clay
F17	F18	21.77	100	Clay
F18	F19	33.02	100	Clay
F19	F20	14.40	100	Clay
F20	F21	36.95	150	Clay
F21	F22	37.03	150	Clay
F22	F23	48.75	150	Clay
F23	F24	35.23	150	Clay
F24	F25	35.23	150	Clay
F25	F26	18.22	150	Clay
F26	F27	9.90	150	Clay
F27	F29	15.72	150	Clay
F28	F29	18.94	150	Clay
F29	F30	42.61	150	Clay
F30	F31	14.15	150	Clay
F31	F32	42.17	150	Clay
F32	F33	12.29	150	Clay
F33	F34	30.75	150	Clay
F34	F35	8.54	150	Clay
F37	Ex F33	23.15	150	Clay

Ex F33	Ex F32	79.66	225	Clay
FD1	F1	5.64	100	Clay
FD2	F3	3.82	100	Clay
FD3	JI	7.42	100	Clay
FD4	F4	8.06	100	Clay
FD5	F4	8.41	100	Clay
FD6	F5	8.48	100	Clay
FD7	F8	8.54	100	Clay
FD8	F9	26.91	100	Clay
FD9	F9	17.61	100	Clay
FD10	F10	4.27	100	Clay
FD11	F10	11.92	100	Clay
FD12	F12	6.25	100	Clay
FD13	F12	11.50	100	Clay
FD14	F13	10.91	100	Clay
FD15	F14	4.18	100	Clay
FD16	F14	10.92	100	Clay
FD17	F15	10.36	100	Clay
FD18	F16	3.79	100	Clay
FD19	F17	9.54	100	Clay
FD20	F18	8.10	100	Clay
FD21	F18	6.30	100	Clay
FD22	F19	4.19	100	Clay
FD23	F19	11.04	100	Clay
FD24	F21	11.73	100	Clay
FD25	F22	5.53	100	Clay
FD26	F22	14.39	150	Clay
FD27	F23	11.41	100	Clay
FD28	F23	7.69	100	Clay
FD29	F24	8.57	100	Clay
FD30	F24	7.08	100	Clay
FD31	F25	11.46	100	Clay
FD32	F26	8.97	100	Clay
FD33	F27	4.32	100	Clay
FD34	F28	7.63	100	Clay
FD35	F28	9.64	100	Clay
FD36	F29	4.66	100	Clay
FD37	F30	12.09	100	Clay
FD38	F31	5.35	100	Clay
FD39	F34	6.38	150	Clay

RISING MAIN – FOUL (Coloured Brown)				
MH TO MH		Distance (Metres)	Diameter (mm)	Material
F36 Pumping Station	F37	78.77	90	OD SDR17

PUMPING STATION(S)/BALANCING RESERVOIR		
Grid Reference Number	Name	Location
TF2323121286	SPODSP	ORWELL DRIVE SPALDING SP

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SURFACE WATER SEWERS (Coloured Blue)				
MH TO MH		Distance (Metres)	Diameter (mm)	Material
S1	S2	51.64	450	Concrete
S2	S3	35.99	600	Concrete
S3	S4	10.66	600	Concrete
S4	S5	40.51	600	Concrete
S5	S6	16.34	600	Concrete
S6	S7	29.86	600	Concrete
S7	S8	22.77	600	Concrete
S8	S9	34.57	750	Concrete
S9	S21	12.86	750	Concrete
S13	S14	16.63	375	Concrete
S14	S15	32.44	450	Concrete
S10	S11	44.39	300	Concrete
S11	S12	8.00	375	Concrete
S12	S15	62.92	525	Concrete
S15	S16	17.66	525	Concrete
S16	S17	11.58	525	Concrete
S17	S19	13.32	600	Concrete
S18	S19	27.23	300	Clay
S19	S20	57.12	600	Concrete
S20	S21	36.52	600	Concrete
S21	S25	35.81	825	Concrete
S22	S23	31.52	300	Concrete
S23	S24	44.42	375	Concrete
S24	S25	41.53	375	Concrete
S25	S26	25.04	825	Concrete
S26	S27	28.23	825	Concrete
S27	S28(HW)	32.89	825	Concrete
S30	S31	10.00	300	Clay
S31	S32	14.24	300	Clay
S32	S33	7.45	300	Clay
S33	S35	17.37	375	Concrete
S34	S35	22.08	300	Clay
S35	S36	42.18	375	Concrete
S36	S37	12.16	375	Concrete
S37	S38	36.42	450	Concrete
S38	S39	7.31	450	Concrete
S39	S41	11.76	450	Concrete
S40	S41	17.90	300	Clay
S41	S42(HW)	29.34	450	Concrete
S43(HW)	S44(Hydrobrake)	7.58	825	Concrete
S44(Hydrobrake)	S45(HW)	5.65	225	Clay
SD1	S1	16.03	150	Clay
SD2	S1	17.94	150	Clay
SD3	S2	8.00	100	Clay
SD4	S3	11.25	100	Clay
SD5	S3	7.15	100	Clay
SD6	S4	6.25	150	Clay
SD7	S5	8.58	100	Clay
SD8	S5	7.88	100	Clay
SD9	S6	8.57	100	Clay
SD10	S7	5.88	100	Clay
SD11	S8	10.24	100	Clay

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SD12	S9	6.34	100	Clay
SD13	S9	9.82	150	Clay
SD14	S10	7.53	150	Clay
SD15	S11	4.73	100	Clay
SD16	S12	6.15	150	Clay
SD17	S13	15.11	100	Clay
SD18	S13	8.55	100	Clay
SD19	S14	11.52	100	Clay
SD20	S15	9.67	150	Clay
SD21	S17	6.58	100	Clay
SD22	S18	9.29	100	Clay
SD23	S19	2.20	100	Clay
SD24	S20	5.79	100	Clay
SD25	S20	9.65	100	Clay
SD26	S22	9.25	100	Clay
SD27	S22	6.43	100	Clay
SD28	S23	14.66	100	Clay
SD29	S23	10.05	100	Clay
SD30	S24	9.34	100	Clay
SD31	S24	10.96	100	Clay
SD32	S25	10.66	100	Clay
SD33	S26	4.54	100	Clay
SD34	S26	7.62	100	Clay
SD35	S27	8.91	100	Clay
SD36	S27	12.52	100	Clay
SD37	S30	5.68	100	Clay
SD38	S30	6.13	100	Clay
SD39	S33	6.64	100	Clay
SD40	S34	8.44	100	Clay
SD41	S34	5.31	100	Clay
SD42	S35	6.58	100	Clay
SD43	S37	11.46	100	Clay
SD44	S37	12.96	100	Clay
SD45	S38	10.26	150	Clay
SD46	S38	8.31	100	Clay
SD47	S40	8.03	150	Clay
SD48	S41	10.24	100	Clay

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