



Our Ref: MCG/AE/182345

Your Ref:

Justine Martin
WYG Engineering Ltd
Executive Park
Avalon Way
Anstey
LE7 7GR

Direct dial: +44 (0)1202 643333
Direct fax: +44 (0)1202 684553
email: mike.gale@wessexwater.co.uk

21 September 2020

Dear Justine,

S98 SEWER REQUISITION - AGREEMENT

FW SEWERS AT HAM FARM, SHAFTESBURY RD, GILLINGHAM - Offsite Works Rev 1

Further to previous correspondence, regarding the financial point of connection contribution. I can confirm approval for a sewer requisition to serve the proposed development. We will carry out the requisition works as per our design proposal drawing / sketch attached, subject to the conditions below:

General

- In this letter 'Wessex Water' means 'Wessex Water Services Limited' whose registered office is at Claverton Down Road, Claverton Down, Bath BA2 7WW.
- The 'Requisitioner' means the person or company empowered under Section 98 to require Wessex Water to provide the sewer. This includes the Requisitioner's agents, contractors and others employed or engaged on the works within the site through which the sewer is to be laid, and also those others over whom they exercise control, by virtue of being the owner, occupier or the developer, whether they are employed by him or not.
- If the Requisitioner wishes to alter the works, the revised layout must be forwarded to us as soon as possible. We reserve the right to revise our costs if the proposals are altered.
- Whilst we aim to commence work on the agreed date and to carry out the work as quickly as possible, we shall not be liable for any claim for costs or damages due to failure to start on time or maintain continuous working.
- Sewers will be laid in accordance with the Design and Construction Guidance V2.

Fees

- You have paid our fixed fees.
- Details of our revised additional fees will be sent with this agreement.

C:\Users\mperkin\AppData\Local\Microsoft\Windows\INetCach
a\Content\Outlook\AQAP\IST\0\Sep 20 Agreement - Ham Farm

Wessex Water
Poole Sewage Treatment Works
Cabot Lane, Poole
Dorset BH17 7BX

Tel 01225 526 000
Web wessexwater.co.uk

Wessex Water Services Limited registered office:
Claverton Down Bath BA2 7WW Registered in England No 2366648

Caveats

The estimate has the following caveats:

- Our works are based on levels taken from our records and provided by you. These will require confirming during detailed design.
- Pipeline, levels and diameter of sewer to be confirmed during outline design.
- The Scheme to be priced as open cut / directional drill.
- Main utility returns (gas, electric, BT and Virgin media) will have been requested for high-level estimate. Risk of service diversions required. Trial holes may be required to confirm location of 3rd party services.
- Third party land negotiations required with appropriate landowners..
- All muck away / arisings are assumed inert and can be disposed of off-site.
- No allowance has been made for high water tables.
- No allowance has been made for concrete obstructions.
- Not expecting any time restrictions in area, i.e. works to be undertaken between hours of 7.30am - 5.00pm.
- It is assumed there are no access issues other than negotiations with landowners.
- Assumption that the works will be completed in one continuous operation.
- It is assumed there are no overhead services.
- No trial holes have been carried out to confirm ground conditions, contamination or prove service locations.
- The estimate is based on good ground conditions, with no obstructions and no need to excavate in rock or similar material.
- Subject to environmental / ecological constraints, existing habitat.
- An additional sum has been included for the critical watercourse crossings, valve arrangement and part twinning of mains.
- A compound is to be sited on Applicant's land without charge.
- No allowance has been made for:
 - land or legal fees
 - service diversions
 - dewatering
 - any archaeological issues
 - site security
 - involvement of our operations staff.



Your next steps are:

1. Please confirm that you agree to the above terms by signing and dating the Agreement and send a copy back to us.
2. Make payment.

When we have received the signed, returned document, and you have paid the fees, we will arrange to commence the detailed design and agree a construction programme with you. The start date may depend on issues to resolve beforehand such as land entry, environmental surveys, highway notices, or service diversions.

Please contact me if you have any queries.

Yours sincerely

A handwritten signature in black ink, appearing to read 'M. J. Gale'.

Mike Gale

Development Engineering Manager
Developer Services

S98 SEWER REQUISITION - 182345

FW SEWERS AT PARK/HAM FARM, SHAFTESBURY RD, GILLINGHAM - Offsite Works Rev 1

AGREEMENT LETTER DATED: 21st September 2020

I/we* hereby requisition public sewerage for the above development. I/we* are empowered so to do under Section 98 of the Water Industry Act 1991 by virtue of the fact that I/we* are the

- *a) Owner(s) of the land to be developed
- *b) The occupier(s)
- *c) The local authority in whole or part for the area to be developed.

As owner(s)/occupier(s) or as duly authorised agents of the owner(s)/occupier(s) of the land I/we* consent to the sewerage being laid in my/our* land, and I/we* will meet our financial obligations as detailed in the above letter.

I/we* understand that the conditions in the above letter apply to this Agreement. As the Requisitioner I/we* will be responsible for compliance with those conditions and for the compliance of any agent(s), contractor(s) and other persons over which I/we* can exercise control. If Wessex Water incurs any extra expenses of any description by reason of a failure to comply, I/we* will be charged the full cost of such extra expenses.

I/we* acknowledge that the rising main & sewers provided are only designed to accept foul sewage. I/we* therefore agree to waive all rights to connect surface water to the network without approval by Wessex Water. I/we* will ensure that on the sale or lease of any property, I/we* will include a clause in any conveyance incorporating this restriction.

* please delete as necessary

Signed

Name

Company (if applicable)

Date

Please sign and date this Agreement, and return a copy to Developer Services

On behalf of Wessex Water Services Limited, I acknowledge receipt of this Agreement.

Signed

Name



Printed on : 03/12/2019 14:21

Enter any notes about the print here

WATER MAINS		Public	Private
Public		—	---
Raw Water		---	---
Abandoned		---	---
Valve	X	Hydrant	PRV
			Meter
SEWERS		Public - Section 104 - Private	
Foul		---	
Combined		---	
Surface		---	
Abandoned sewers		---	
OTHER WESSEX PIPES			
Rising Mains		---	
Effluent Disposal Main		---	
Overflow		---	
NON-WESSEX PIPES			
Private Rising Mains		---	
Culverted Water Course		---	
Highway Drain		---	

Information in this plan is provided for identification purposes only. No warranty as to accuracy is given or implied. The precise route of pipe work may not exactly match that shown. Wessex Water does not accept liability for inaccuracies. Sewers and lateral drains adopted by Wessex Water under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 are to be plotted over time and may not yet be shown.

In carrying out any works, you accept liability for the cost of any repairs to Wessex Water apparatus damaged as a result of your works. You are advised to commence excavations using hand tools only. Mechanical digging equipment should not be used until pipe work has been precisely located.

If you are considering any form of building works and pipe work is shown within the boundary of your property or a property to be purchased (or very close by) a surveyor should plot its exact position prior to commencing works or purchase. If you are proposing to build over or near Wessex Water's apparatus you should contact the Developer Services Team, tel: 01225 526333 or e-mail: developer.enquiries@wessexwater.co.uk to discuss your proposals to discuss your proposals.

Centre: 381243.72, 125564.20

Scale = 1:3000
Metres 50 100 150

