



TERMS & CONDITIONS OFFER FOR MAINLAYING AT



Registered Office
Portsmouth Water Ltd
PO Box 8
West Street
Havant
Hampshire
PO9 1LG

Telephone: 023 9249 9888
Fax: 023 9245 3632
www.portsmouthwater.co.uk

Please ask for [REDACTED]

Our reference [REDACTED]

Your reference

Dear

I am writing further to your application for a water main requisition at the above mentioned development.

Thank you for your recent payment of £0.00 including VAT in respect of the design fees. Your receipt will be sent under separate cover.

Please find enclosed the following:

- Your development drawing No. showing the route of the proposed main
- The terms and conditions for the mainlaying offer
- Easement details required on this site
- Requirements for contaminated land on this site
- Information on water service connections
- Water pressure and design considerations
- Fire-fighting requirements
- Business Services
- Self Lay mainlaying option

For further information or queries that you may have feel free to contact [REDACTED]
or email [REDACTED] who will be pleased to help you.

Yours sincerely

[REDACTED]

SAMPLE, SAMPLE-SAMPLE



DEVELOPMENT DRAWING:





TERMS AND CONDITIONS FOR MAINLAYING OFFER

Our offer for mainlaying is subject to the statutory requirements of the Water Industry Act 1991. There are two mechanisms for payment.

Terms

A. Discounted Aggregate Deficit

This method takes account of the anticipated revenue we will receive from the development over a period of twelve years against the total cost of providing the scheme. The difference is offset against our estimated mainlaying costs and you pay a once and for all contribution of £000.00 (less the refundable deposit £0.00). **We call this the Developer Contribution.**

B. Asset Value

This method allows for the developer to Self-Lay the mains in accordance with Portsmouth Water's terms and conditions, upon completing an agreed Self-Lay Agreement. Please note however that the Asset Value is the gross cost and is subject to Portsmouth Water's Non-Contestable costs for the connections to our existing infrastructure and any associated works. For further details of Self-Lay, please follow the link below to our website:

<https://www.portsmouthwater.co.uk/wp-content/uploads/2016/02/Self-Lay-Water-Mains-and-Service-Procedure-Guide-V11-Web.pdf>

Summary of options available	
Developer Contribution	£0.00
Asset Value	£0.00

Note: As the development is mixed residential and commercial, VAT will be charged on this option for the whole development.

Conditions

1. Our terms are based on the development being completed within twelve months of the offer. Should mainlaying not be completed within this period, we will review the terms and make any necessary adjustments.
2. Our terms are valid for three months from the date of our offer.
3. On receipt of payment and our completed requisition form we will allow a minimum period of twelve weeks before starting on site. I have enclosed our form for you to complete. **(FORM 1)**
4. Prior to commencement of the mainlaying the site will be set out in line and level in accordance with your drawing No. . I have enclosed our setting out authorisation form which should be completed and returned with your payment. **(FORM 2)**





5. Prior to our work commencing it is our statutory duty to serve notice on the landowner. I have enclosed our form for you to complete and return with your payment. **(FORM 3)**





FORM 1 REQUISITION OF WATER MAIN SECTION 41 WATER INDUSTRY ACT 1991 TERMS AND CONDITIONS OFFER

Scheme No:

Scheme Name:

Date of Terms and Conditions Offer:

Payment Option:

*** (a) Guarantee Mains Agreement**

Cheque enclosed £
(Relevant Deficit)

*** (b) Capital Contribution**

Cheque enclosed £
(Discounted Aggregate Deficit)

** Delete option not required*

Anticipated starting date for building work:

Anticipated date site ready for mainlaying:

Site Agent's Name and Telephone No. if possible:

I agree to the Terms and Conditions Offer dated, and can confirm that the water mains laid under your statutory powers, Section 159 Water Industry Act 1991 will be superseded after adoption of the highways on the development by The New Roads and Street Works Act 1991.

Print Name:

Signed:



FORM 2 REQUEST FOR MAINLAYING TO BE CARRIED OUT - SETTING OUT TO BE PROVIDED BY THE CONTRACTOR/DEVELOPER

Scheme No:

Scheme Name:

1. Name of contractor/developer:

2. Details of setting out provided:

*Peg Line/Level

*Kerb Edging

*Other (Please Specify)

** Delete as appropriate*

The Developer is responsible for providing final ground level information so that the pipes will be at 900mm cover in the **completed job**.

NOTE:

Portsmouth Water Limited will lay the mains to setting out provided by the Developer. The setting out should be in accordance with the mains plan included with the Terms letter.

3. Name of person agreeing to provision of setting out:

4. Contact name and telephone number:

The Contractor/Developer accepts all liability for errors in setting out. All costs relating to subsequent amendments or diversions of mains laid under the above instructions are chargeable to the Contractor/ Developer.

Print Name:

Signed:



FORM 3 DETAILS OF OWNER OF LAND IN WHICH MAINLAYING IS TO BE CARRIED OUT

Scheme No:

Scheme Name:

Name of landowner:

Address:

.....

.....

Telephone number:



DEED OF EASEMENT

The line of the proposed water main, highlighted in yellow on drawing No. passes through land which will not be adopted as part of the highway. In this instance we will require a 2 metre wide easement.

Please ensure that any landscaping plan submitted for local authority planning approval excludes planting of trees or shrubs within the easement strip.

All payments including land agents and solicitors fees, disbursements, compensation consideration shall be borne by the developer.

Subject to a letter of undertaking from you we will be pleased to commence mainlaying while the Deed of Easement is in preparation.

Perhaps you would be kind enough to send me the details of the solicitor acting for you so that we can commence negotiations.

I have enclosed our Heads of Agreement (Form 4) which will form the basis of the easement agreement and a prepared letter of undertaking (Form 5) which you should sign and return with your payment.





FORM 4 DEED OF EASEMENT FOR WATER MAINS TO BE LAID IN BUILDING LAND AT THE PROPERTY DEVELOPERS REQUEST - HEADS OF AGREEMENT

- 1 The width of easement required is 2 metres in perpetuity.

Undertakings to be made by the Grantor (Land Owner)

- 2 To grant the right to construct and at all times maintain, operate, renew and inspect a line or lines of pipes together with such valves, cables, inspection chambers, markers and other ancillary apparatus as may be necessary.
- 3 To grant the right to make service connections to the main or mains and lay communication pipes within the easement.
- 4 To grant the right to pass across land of the Grantor outside the easement where necessary for the purpose of access to the easement.
- 5 Not to erect a boundary wall, fence or any structure nor plant trees or shrubs within the easement except in special circumstances and with the prior written consent of the Company (such consent only to be given in exceptional circumstances, but otherwise not to be unreasonably withheld or delayed).
- 6 Not to raise the surface of the land by more than 300mm nor to lower it by more than 75mm, except in the course of ordinary agricultural cultivation, without the prior written consent of the Company.
- 7 Not to withdraw the natural right of support hitherto enjoyed by the land.
- 8 Not to allow any piling operations nor to allow tipping.
- 9 Not to do or cause or permit to be done anything on the land which may endanger or damage the main or render access thereto more difficult or expensive.
- 10 The Deed of Grant of Easement to be noted on the Title Register or, if the Title is unregistered, a memorandum of the Deed of Grant is to be placed onto the Conveyance to the Grantor.
- 11 To pay the Company's reasonable expenses connected with the granting of the Deed including all Surveyors' fees, Solicitors' fees, any amounts required to compensate it in respect of its internal management and administrative costs and expenses, Value Added Tax and disbursements incurred whether or not the matter proceeds to completion.
- 12 To inform the Company of any damage to or deterioration in the pipe as soon as the Grantor becomes aware of it.
- 13 To keep the Company indemnified from and against any act, loss, damage or liability suffered by the Company as a result of a breach of the covenants on the Grantor's part contained in this deed.

Undertakings to be made by the Grantee (the Company)

- 14 To repair damage to the freehold which may arise or be attributable to the construction, maintenance, operation and renewal of the line or lines of pipes or to pay reasonable compensation in respect of such damage to the Occupier of the land.
- 15 If all or part of the land, which is the subject of the Deed of Easement, becomes highway, then the deed shall only relate to those areas remaining in private ownership.



FORM 5 EASEMENT UNDERTAKING

Scheme No:

.....

Scheme Name:

.....

I agree to the provision of a permanent easement in the position shown on Drawing No. , highlighted in yellow.

The name and the address of the solicitor acting on our behalf is:

.....
.....
.....
.....
.....

Print Name:

.....

Signed:

.....

Date:

.....



CONTAMINATED LAND

Your soil report indicates that there may be a risk of contamination from hydrocarbons, which can permeate polyethylene water pipes.

In this instance we consider that the site poses a risk to the water supply and therefore our pipes will be constructed from impermeable materials. Water supply pipes serving the properties which will be laid by you shall also be constructed from impermeable materials.

Further on site remediation may allow us to relax our requirements. We would expect to see further:

- Sampling and analysis validation certificates
- Site plan showing areas and depths of further works
- Certificates of remediation

In view that our water mains will be laid to a cover depth of 900mm post remediation should be carried out to a minimum of 1.2 metres.





Payment to cover building water and individual service connections is not included in our terms offer.

I have enclosed a Developers Information pack and New Water Services pack. The pack contains information and details on our specifications for the new water service connections. Application forms are also included.

Once mainlaying commences application for individual service connections may be made. We will be pleased to process and receive payment for the connections at that time. However we cannot install the new service connections until such a time that the water main has passed the necessary tests and is commissioned into service. At that time we will also inspect the wall mounted meter box, supply pipe and internal plumbing.

A breakdown of our current service connection charges is enclosed.

All new water connections including conversions are subject to having their water supply provided by a water meter. The Company's preferred supply arrangement for properties in multiple occupancy is for the installation of a single bulk meter. In this instance billing for water is made directly to a management company.

Within the building the water supply pipe from the bulk meter is connected via a service manifold to each property's service pipe. The management company may wish to choose the installation of secondary water meters for each property to facilitate their own private charging arrangements.

On occasions when it is not possible for a single bulk meter to be installed the unmetered supply is connected directly to a service manifold located in a utility room or secure area within the communal space. Our individual water meters for each property will be situated in this room. The room must be accessible for meter reading at all times and entry to the room provided by a key pad door entry system.

Single properties will be served by a wall mounted meter box (WMMB) on the external wall of the property. The location of the WMMB must be agreed with our Water Regulations Staff prior to installation.

Currently we are aware of only one WMMB box which meets the requirements of our new service connection specification. Details of the meter box may be found with the New Connection and Developer pack.





The minimum statutory water pressure that we are required to provide is 10 metres static head, (1 bar). This pressure is measured at the property boundary.

Although operationally our water pressure is in excess of the minimum standard this cannot be guaranteed. Should you require a continuous supply in excess of our minimum standard this should be achieved through a combination of water storage and boosted cistern.

The maximum domestic water supply connection is 25mm (3/4" nominal bore).

The characteristics of our water are generally described as moderately hard. For a detailed analysis and measurement of hardness please refer to our website under Water Quality.





Fire Hydrants - Our Terms and Conditions do not include for the installation and maintenance of fire hydrants or washouts, which may be required by the County Fire Officer or by the developer.





There are different ways of securing a water supply for your development.

Today we have offered you the requisitioning of a water main including our Terms and Conditions.

However developers do have a choice in the way their sites are provided with a water supply and we are also able to offer you a Self Lay option.

In short, we allow an approved contractor to lay water mains and water service connections on your behalf. Then subject to a satisfactory inspection we adopt the mains and services as an asset to us.

In permitting Self Lay our overriding objective is to safeguard public health, not compromise water quality and continue to provide a water supply which complies with the Drinking Water Regulations.

For further details of our requirements please go to our website www.portsmouthwater.co.uk

