00042/25

Dated 14th January 2025

AGREEMENT
under Section 104 of the
Water Industry Act 1991
relating to sewers at
land off Wilbraham Road Chorlton Manchester
in the County of Greater Manchester

UNITED UTILTIES WATER LIMITED

-and-

ANWYL CONSTRUCTION COMPANY LIMITED

- and -

NATIONAL HOUSE-BUILDING COUNCIL

United Utilities Water Limited
Legal Services
Warrington

KOO/WHO11.12250

THIS AGREEMENT is made the 14th day of January Two thousand and twenty ~~four~~ five

BETWEEN

1."The Undertaker"	UNITED UTILITIES WATER LIMITED (Co. Reg. No. 02366678) whose Registered Office is situate at Haweswater House Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3LP (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker to administer this Agreement)
2. "The Developer"	ANWYL CONSTRUCTION COMPANY LIMITED (Co. Reg. No. 00435323) whose Registered Office is situate at Anwyl House St. Davids Park Ewloe Deeside Flintshire CH5 3DT
3. "The Owner"	AS ABOVE
4. "The Adjoining Owner(s)"	NOT APPLICABLE
5. "The Surety"	NATIONAL HOUSE-BUILDING COUNCIL (Co. Reg No. 00320784) whose Registered Office is situate at NHBC House Davy Avenue Knowlhill Milton Keynes Bucks MK5 8FP

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

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

Accessories	As defined in Section 219 of the Act
Act	The Water Industry Act 1991
CDM	Construction (Design and Management) Regulations 2015 as amended or replaced
Code	The Code for Adoption Agreements adopted by Ofwat and which came into effect on 13 November 2017, as amended from time to time;
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
Deposited Sum	NOT APPLICABLE
DCG	the Design and Construction Guidance published pursuant to the Code as Appendix C to the Sewerage Sector Guidance from time to time
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 03990268

Engineer	Anthony Laithwaite or such other engineer from time to time appointed by the Undertaker to perform any of their obligations within this Agreement
Estate Roads	Roads or proposed roads which are or are intended to be maintained at public expense
Final Certificate	A certificate issued under paragraph S.12 of the First Schedule by the Undertaker to the Developer
Financial Limit	Shall mean FIFTY ONE THOUSAND & TWO HUNDRED & EIGHTY ONE POUNDS & THIRTY FOUR PENCE (£51,281.34)
Green Land	The land situate at Harry Dalton Chorlton Manchester and which is shown edged green on the attached Layout Plan
Inspection Fees	Means TWELVE THOUSAND & EIGHT HUNDRED & TWENTY POUNDS & THIRTY FOUR PENCE (£12,820.34)
Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A) (b) (i) of the Act
Layout Plan	The plan or plans attached to this Agreement which shows the Site and the layout of the Works and numbered 40-23 Revision C4
Maintenance Period	The period from the date of issue of the Provisional Certificate until the date of the Final Certificate
Period of Construction	Means 36 months from the date hereof

Protected Strip	The strip of land 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 be six metres wide and 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 or Public Lateral Drains as are shown on the Drawings or the Layout Plan and includes any part of the Protected Strip
Procedures	the document published pursuant to the Code as Appendix B to the Sewerage Sector Guidance from time to time
Provisional Certificate	The certificate issued under S.8.1, S.8.3 or S.8.4 of the First Schedule
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
Sewer or Sewers	As defined in Section 219 of the Act
Site	Shall comprise the Green Land and other land (if any) on under in or through which the Works are proposed to be executed
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
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
Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains
Watercourse	A watercourse as defined in Section 219 of the Act but also including a canal pond or lake
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
WRA	The Water Resources Act 1991

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 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

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

AGREEMENT

1. The provisions in the First 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 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

2.1 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

2.2 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

2.3 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

2.4 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

2.5 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 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 Fifth Schedule shall apply

8. 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

9. 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

   9.1 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. 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

11. 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

FIRST SCHEDULE

(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

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

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 Health 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 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 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 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 Fourth 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 (if applicable)

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 Third 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

Obligation in respect of the Deposited Sum NOT APPLICABLE

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 NOT APPLICABLE

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

SECOND SCHEDULE

Provisions relating to permitted Local Practices

1. UNITED UTILITIES WATER LIMITED ADDENDUM in relation to the Pumping Station Specification available at https://www.unitedutilities.com/globalassets/documents/pdf/sewers-for-adoption7-addendum_acc16.pdf **NOT APPLICABLE**

2. UNITED UTILITIES WATER LIMITED ADDENDUM relating to easements, transfers or SuDS documentation

NOT APPLICABLE

THIRD SCHEDULE

Definitions, 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 UNITED UTILITIES WATER LIMITED (Co. Reg. No. 02366678) whose Registered Office is situate at Haweswater House Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3LP (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker to administer this Agreement) and 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 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 be six metres wide and 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:

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

FOURTH SCHEDULE

Dispute Resolution Procedure

		Name	Position	Email/Phone
Developer / Owner	(1) Representative	Gareth Haslam	Technical Director	[redacted]
	(2) Senior Representative	Graeme Gibb	Interim Managing Director	[redacted]
Undertaker	(1) Representative	*Daniel McDermott*	Customer Area Manager (Developer Services)	[redacted]
	(2) Senior Representative	Paul Heavey	Customer Operations Delivery Manager (Developer Services)	[redacted]

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

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)

FIFTH SCHEDULE

Network Reinforcement NOT APPLICABLE

EXECUTED as a Deed by)
ANWYL CONSTRUCTION COMPANY LIMITED)
acting by a Director:)

[redacted]

Director

in the presence of:-

Signature of Witness [redacted]

Name of Witness .....

Address of Witness .....

WITNESS
Jessica Gleadhill - Administrator Co-ordinator

Anwyl Group
Anwyl House, Clos Dewi Sant,
St David's Park, Ewloe, Flintshire, CH5 3DT

SIGNED AS A DEED by CLARE SCRIPPS
as attorney for and on behalf of)
NATIONAL HOUSE-BUILDING COUNCIL)
under a Power of Attorney dated)
23rd May 2024)

Chief Underwriter

[redacted]
.....
As attorney for National House-Building Council

In the presence of:-

Signature of Witness [redacted]

Name of Witness WM C. WILLS

Occupation of Witness UNDERWRITER

Address of Witness *NHBC House Davy Avenue Knowlhill Milton Keynes MK5 8FP*

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
UNITED UTILITIES WATER LIMITED)
in the presence of:-)

United Utilities Water

14787

[redacted]
Authorised Signatory