

## CONDITIONS FOR REQUISITIONED NEW MAINS

In these Conditions:-

The Company is Dee Valley Water plc whose registered office is at Packsaddle, Wrexham Road, Rhostyllen, Wrexham LL14 4EH.

The Applicant is the owner, occupier or other authorised party requesting the installation or connection of the water mains on the site. Where the Applicant employs another company to carry out site works on its behalf, the Applicant shall be held responsible for all obligations set out in these conditions.

1. The Company will not install or connect new mains to the site for the Applicant unless the conditions set out below have been complied with:
  - a) The Applicant has accepted a valid quotation and paid for the quoted cost of the works in full.
  - b) The Company shall be notified in writing that lines and levels have been marked out, with all profiles set, by the placement of kerbs or kerb foundations before the mains are laid. Should the lines and or levels be altered necessitating, in the opinion of the Company's representative, the relaying of the whole or part of the mains then all such costs arising shall be borne by the Applicant.
  - c) If excavation is not being carried out by the Company then it must be completed in accordance with the Civil Engineering Specification for the Water Industry (CESWI) 5<sup>th</sup> Edition (published by the WRC on behalf of UK Water Industry Research Ltd in July 1998) and to the satisfaction of the Company's representative. The Company will supply appropriate bedding material for laying of the main and placement of a sand surround. All backfill and reinstatement to be carried out by others as per CESWI and to the satisfaction of the Company's representative.
  - d) All excavations / proposed pipe routes to which the Company requires access shall be kept clear at all times, whether the Company is carrying out the excavation or the Applicant. Should the Company have to leave the site as a result of others site works and return at a later date, then the appropriate charge for return visits will be made.
2. This quotation is open for acceptance for 3 months from the date of issue. The Company shall be entitled to vary the quotation following expiry of the validity period.
3. It is the responsibility of the Applicant to carry out ground investigation works to determine any contamination of the ground, and the Applicant must furnish the Company with a copy of the ground investigation report. Contamination of the ground may affect the choice of pipe material and if contamination is not identified prior to a quotation being calculated additional costs may be incurred which the Applicant will be required to pay. Late notification of ground contamination could result in delays to the works.
4. The quotation has been based upon the Company making one uninterrupted continuous visit to the site to carry out the works (unless otherwise agreed in writing). Any additional visits that the Company is required to make to the site will be charged at the appropriate rate.
5. The Applicant's attention is drawn to the fact that, where excavation is inclusive, the quotation is based on machine excavation of trenches, therefore, any hand excavation due to the existence of other utilities apparatus, or any other reason, shall result in additional charges being made.
6. Should the Company be required to remain on the site while the Applicant's or his agent's works are being prepared, then standing time will be charged at an hourly rate.
7. The Applicant shall maintain all the Company's apparatus installed on the site, inclusive of chambers, ironwork covers and marker posts, until such time as the roads and footpaths are surfaced to the satisfaction of the Local Authority. Any inspections / remedial works required by the Company will be charged for at the appropriate rates.
8. All additional charges on the Applicant for redesign, abortive work, change in scope or failing to meet these Conditions are required to be paid prior to the Company mobilising and / or de-mobilising.
9. Except where crossing, no other utility shall lay over the Company's apparatus, as this may inhibit future service connections and access for any maintenance. Generally, utility apparatus shall be laid in compliance with NJUG7, a copy of which is available either from the Company or NJUG Publication Number 7.
10. The Company requires 6 weeks minimum notice following the Applicant satisfying all the relevant terms and conditions, payment being received in full and the expiry of any embargo imposed upon the Company by the Highway Authority.
11. The Applicant shall conform to all statutory requirements, including those of the Water Industry Act 1991 and New Roads and Street Works Act 1991.
12. These Conditions shall prevail over any other terms and conditions stated on or referred to in any of the Applicant's correspondence.