

DATED

201

SEVERN TRENT WATER LIMITED

- and -

REQUISITIONER

A G R E E M E N T

relating to the provision of a water main at

SITE ADDRESS



A N A G R E E M E N T made the _____ day of

Two Thousand and

B E T W E E N SEVERN TRENT WATER LIMITED whose registered office is situated at **Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ** (hereinafter called "Severn Trent")

of the one part and **REQUISITIONER COMPANY NAME** whose registered office is situated at **REQUISITIONER REGISTERED OFFICE ADDRESS** (hereinafter called "the Requisitioner") of the second part and (hereinafter called the "Surety") of the third part

W H E R E A S the Requisitioner has in pursuance of Section 41 of the Water Industry Act 1991 as amended by the Water Act 2003 (hereinafter called "the Act") required Severn Trent to provide a water main to be used for the supply of water to certain premises at **SITE ADDRESS IN FULL** (hereinafter called "the Development Site") which premises are shown on the drawing number **Amey drawing number - egA6W/12208/04/10/46 Rev A** annexed hereto (hereinafter called "the Drawing") and are owned/occupied by the Requisitioner

N O W I T I S A G R E E D as follows:-

- 1 Severn Trent in order to comply with the requirement of the Requisitioner proposes to lay and construct the lengths of water main service pipes and accessories (as defined in the Act) including but not limited to surface boxes and markers and to carry out the works described in the First Schedule hereto (including the timing of such works) approximately in the position on the Drawing or in such other position as may be determined as aforesaid (which said lengths of water main service pipes accessories surface boxes and markers are hereinafter referred to as "the Water Main") PROVIDED THAT the position of the Water Main and the timing of its construction may be varied after the execution of this Agreement pursuant to Clause 7 hereof
- 2 Severn Trent and the Requisitioner have subject as hereinafter appears agreed that the Requisitioner shall satisfy its liability in respect of the provision of the Water Main by

the payment of a sum or sums of money to Severn Trent in accordance with the provisions of Sections 42 and 43A of the Act and as recorded in the following correspondence annexed hereto -

- (a) a letter from Severn Trent dated **today's date**
- (b) a letter from the Requisitioner dated **application date**

(hereinafter called “the Correspondence”). The Requisitioner shall also pay VAT where appropriate

- 3 (a) Pursuant to Section 43A of the Act on the basis of information available at the date hereof Severn Trent has estimated that the discounted aggregate deficit is approximately **commuted sum** plus **nil *unless commercial*** VAT (hereinafter called “the Discounted Aggregate Deficit”). In accordance with Section 42 of the Act Severn Trent may require such security as is reasonable to ensure that the undertakings by the Requisitioner that are contained within this Agreement are discharged. Accordingly the Requisitioner has either deposited the Discounted Aggregate Deficit or the Initial Payment (referred to in clause 3(c) below) on execution of this Agreement (the receipt of which is hereby acknowledged if this is the case) OR a Surety has joined into this Agreement for the purposes of discharging the undertakings of the Requisitioner herein contained.
- (b) The Surety (where one is party to this Agreement) agrees that in the event that the Requisitioner fails to make the payments that are due and fulfill the obligations contained within this Agreement and the Correspondence the obligations of the Surety as detailed below shall take the place of the liability of the Requisitioner to make the payments and fulfill the obligations hereinbefore referred to:-

- (i) In consideration of Severn Trent entering into this Agreement with the Requisitioner the Surety as a principal indemnifies Severn Trent in respect of any payments that are to be made by the Requisitioner or expenditure which Severn Trent may incur in accordance with this Agreement by reason of the failure of the Requisitioner to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed
 - (ii) The amount of any such expenditure shall be that certified by Severn Trent whose decision shall be final and conclusive
 - (iii) The Surety shall be discharged or released from its obligations under this paragraph when any payment/refund under clause 5 hereof has been received/made 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 Requisitioner and Severn Trent or by any alteration in the obligations of the Requisitioner or by the execution of any amended extra or substituted works authorised by virtue this Agreement or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety
- (c) Where agreed in the Correspondence the sum of **commuted sum** plus ***nil unless commercial*** VAT ("the Initial Payment") has been paid by the Requisitioner on completion of this Agreement and a further payment being the difference between the Discounted Aggregate Deficit and the Initial Payment (hereinafter called "the Balance") shall be made upon request to Severn Trent immediately prior to the award of a contract to construct the Water Main following receipt of priced tenders.

- (d) The Discounted Aggregate Deficit may be increased or decreased if -
- (i) the Water Main is varied as referred to in Clauses 1 and 7 hereof and/or
 - (ii) the estimate of the costs of providing the Water Main increases or decreases following the receipt of priced tenders for the Water Main (where the Water Main is being constructed by a contractor submitting a specific tender for the provision of the Water Main) as opposed to where the Water Main is being provided by the period contractor of Severn Trent or by direct labour
 - (iii) following provision of the Water Main the actual costs of providing the Water Main or the estimate of the charges expected to be payable to Severn Trent in relation to the premises expected to be connected to the Water Main increases or decreases

in which case the expression "the Discounted Aggregate Deficit" shall be deemed to refer to the recalculated sum of money to be paid by the Requisitioner on provision of the Water Main as determined by the increase or decrease of the Construction Cost and/or the Charges Estimate as described in clause 5 hereof

- 4 Upon receipt of the whole of the Balance pursuant to clause 3(c) hereof (if any shall be payable) and subject to the provisions of Sections 41 to 44 of the Water Industry Act 1991 and the terms and conditions set out in the Second Schedule hereto which the Requisitioner hereby agrees and accepts Severn Trent shall provide and lay the Water Main in accordance with the program set out in the First Schedule hereto which program shall insofar as it extends beyond three months from the relevant day as defined for the purposes of Section 44 be deemed to constitute an agreed extension of time for the purposes of that Section

5 The Discounted Aggregate Deficit paid by the Requisitioner or guaranteed through the undertakings given by the Surety in respect of the provision of the Water Main has been calculated on the basis that

(a) the total costs to Severn Trent of such provision (as defined in Section 43A of the Act) will be **construction cost total** (hereinafter called the “Construction Cost”)

(b) the estimate of the charges expected to be payable to Severn Trent during the twelve years following provision of the Water Main in relation to the premises expected to be connected to the Water Main is **anticipated income from properties** (hereinafter called “the Charges Estimate”)

provided only if the Construction Cost and the Charges Estimate shall have increased or decreased when all costs that have been reasonably incurred or are anticipated to be incurred in respect of the provision of the Water Main (the certificate of Severn Trent as to the Construction Cost being final and conclusive) and/or the numbers or type of premises expected to be connected with the Water Main has varied then the Commuted Sum shall be varied accordingly and that amount shall become payable by the Requisitioner (or in default by the Surety) to the Company on demand following the provision of the Water Main OR shall be refunded to the Requisitioner by Severn Trent as the case may be if different from the sum that has already been paid or guaranteed

6 The Water Main shall be and at all times remain the property of Severn Trent

7 Any variation of the Water Main (including the timing of the construction thereof) shall be recorded in correspondence between Severn Trent and the Requisitioner and copies of such correspondence and of any revised drawing shall be attached as an addendum to this Agreement and shall form part of this Agreement as if they had been agreed at the execution hereof

- 8 This Agreement may be determined by the Requisitioner at any time prior to commencement of construction of the Water Main by giving to Severn Trent not less than fourteen days prior notice in writing and within twenty-eight days of the expiry of such notice
- (a) the Requisitioner (or in default the Surety) shall pay to Severn Trent all abortive expenditure reasonably incurred by Severn Trent associated with feasibility site investigation scheme design land purchase/easements statutory notice procedures and associated overhead costs as detailed by Severn Trent in a certificate giving a breakdown of such abortive expenditure OR
 - (b) in the event that Severn Trent has received an Initial Payment from the Requisitioner Severn Trent shall repay to the Requisitioner the balance of the Initial Payment following deduction of all abortive expenditure reasonably incurred by Severn Trent associated with feasibility site investigation scheme design land purchase/easements statutory notice procedures and associated overhead costs as certified by Severn Trent PROVIDED THAT if the amount of abortive expenditure exceeds the amount of the Initial Payment then the Requisitioner (or in default the Surety) shall pay to Severn Trent upon demand the difference between those two sums upon receipt of a breakdown of costs, if requested by the Requisitioner
- 9 The Requisitioner shall not build plant or place anything over or within 2.5 metres measured horizontally from the centreline of the Water Main (or such other distance as may be set out on the Drawing or otherwise reasonably specified by Severn Trent) without the written consent of Severn Trent PROVIDED THAT consent shall be deemed to be refused if consent is not given within 10 days of the receipt of any application for consent PROVIDED ALSO THAT this condition shall not apply to anything previously agreed and shown on the Drawing

- 10 All questions, disputes, or differences which may arise at any time between Severn Trent and the Requisitioner in relation to the Agreement shall be referred in the first instance to a senior manager of each party who will attempt in good faith to resolve any issue arising out of this Agreement but failing resolution within 14 days may be referred with the agreement of both parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the parties do not agree upon mediation within 7 days thereafter or have not settled a dispute by mediation within 42 days from the initiation of the mediation, the dispute shall be referred to the decision of a single arbitrator mutually agreed upon or, failing such agreement within 14 days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of either of the parties, and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996.
- 11 Any certificate statement or other document specified under this Agreement shall be deemed sufficiently delivered to the Requisitioner if delivered personally or sent by prepaid post to the Requisitioner (or if the Requisitioner is a Corporation its Secretary) at the aforementioned address and a certificate statement or other document sent by post in this way shall be deemed to be delivered at the time when in due course of post it would be delivered at the address to which it was sent
- 12 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
- 13 The provisions of this Agreement are personal to the parties hereto save:
- (a) on the reconstruction or amalgamation of the Requisitioner or
 - (b) on the appointment of another person as water undertaker for the area including the Development Site under the Water Industry Act 1991

- 14 If there are no details shown against the Surety definition then this Agreement shall be interpreted as if there was no such party
- 15 The provisions of this Agreement are governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts but any judgment of such court may be enforced in any court of competent jurisdiction.

AS WITNESS the hands of the parties the day and year first before written

FIRST SCHEDULE

INSERT THE BREAKDOWN OF MAINS SIZES, LENGTHS AND MATERIAL BEING INSTALLED FOR THE SCHEME. TO INCLUDE WHO COMPLETES THE EXCAVATION AND BACKFILL OF TRENCHES

SECOND SCHEDULE

(Terms and Conditions referred to in Clause 4)

Part A - General

- 1 The Undertaker shall not be liable to the Requisitioner under this Agreement or otherwise for any loss or damage arising from the Undertaker's failure to provide and lay the water main in accordance with the agreed programme set out at Schedule 1 unless the Requisitioner can show that the Undertaker failed to take all reasonable steps and failed to exercise all due diligence to avoid such failure.

On completion of the provision of the Water Main the Requisitioner undertakes to provide Severn Trent with:

- (i) Individual property details and, on completion of each sale or lease, names and addresses of occupants for billing.
- (ii) Date of each property occupation.

The Requisitioner agrees to include within the conditions of sale or lease of any premises that are being served by the Water Main a provision that permits the disclosure of the above information to Severn Trent that will ensure that the Data Protection legislation is not contravened

2. IF by reason of any change which is notified to Severn Trent after the execution of this Agreement in the line boundaries positions dimensions and levels of the highways carriageways footways and other services of the site of the proposed buildings to be erected by the Requisitioner on the Development Site and not recorded pursuant to Clause 7 of this Agreement Severn Trent has to incur additional expenditure in providing the Water Main over and above that allowed for when the cost of the works described in the First Schedule was calculated Severn Trent shall when determining the

actual costs of providing the Water Main as defined in Section 43A of the Act be entitled to include in that amount any such additional cost as part of the costs of providing the Water Main PROVIDED THAT if for any other reason except the default of Severn Trent through defective design workmanship or materials it becomes necessary in the view of Severn Trent in order effectively to supply water to the Development Site to alter take up remove and relay the Water Main or any part or parts thereof or to alter the position thereof in any manner after the Water Main shall have been laid then in any such event the Requisitioner (or in default the Surety) shall pay to Severn Trent forthwith upon demand the expense incurred in all abortive work incurred in providing and laying the Water Main on its original line or the part or parts affected and the cost of altering taking up and removing the same or the cost of altering the position thereof Severn Trent in calculating the expense incurred in abortive work making due allowance to the Requisitioner in respect of salvaged materials (if any) which are used in relaying the Water Main or the part or parts affected

- 3 Severn Trent shall have the right at all times to enter upon and temporarily occupy by its servants contractors agents or workmen so much of the Development Site as may be required and agreed with the Requisitioner for laying and/or connecting the Water Main and for completing any works incidental thereto and Severn Trent may break open or otherwise interfere with the Development Site so far as may be necessary for the purposes aforesaid or for the purpose of making connection to the Water Main or for examining inspecting maintaining altering repairing renewing or removing water mains service pipes or accessories (as defined in the Act) whenever it shall desire or require so to do Severn Trent making good any damage caused to the Development Site by reason of the exercise of such rights
- 4 IN the event of the Requisitioner its respective contractors servants agents or workmen causing damage directly or indirectly to the Water Main in the course of carrying out building or other operations in connection with or arising from the development of the Development Site or in the event of damage being caused to the Water Main by any third party as a result of the failure of the Requisitioner adequately to protect or guard the Water Main in the course of such operations as aforesaid the Requisitioner (or in default the Surety) shall pay to Severn Trent the cost of making good the damage and shall take all reasonable steps required by Severn Trent to prevent further damage being caused to the Water Main
- 5 The appropriate parts of the Development Site as appear on the Drawing shall be made available for uninterrupted laying of the Water Main and Severn Trent shall not be liable to the Requisitioner under this Agreement or otherwise for any loss or damage arising from the failure of Severn Trent to provide and lay the Water Main in accordance with the timing of the construction of the Water Main detailed in the Correspondence and the First Schedule hereto if the appropriate parts of the Development Site are not available for uninterrupted laying of the Water Main or unless the Requisitioner can show that Severn Trent failed to take all reasonable steps and failed to exercise all due diligence to avoid such failure
- 6 The provision of the Water Main in accordance with the terms of this Agreement is conditional on the grant of any consent for the Water Main which is required under Section 221 of the Act from an appropriate authority or under Schedule 13 of the Act

from a protected undertaking in each case upon whom Severn Trent will serve notice in accordance with the said Act on completion of this Agreement

Part B - Water Main Installation

1 The Requisitioner agrees:

- (i) to provide kerb races and set out lines and levels of footways and carriageways on the Development Site as required by Severn Trent to facilitate laying the Water Main. Severn Trent's normal practice is to lay the Water Main only after the kerb foundations have been constructed. In locations where kerbs have not been laid it will be the responsibility of the Requisitioner to provide alignment and level markers to enable the Water Main to be correctly located. Where this occurs the marking arrangements are to be mutually agreed before the work commences and the location of these markers and the intended surface level must be clearly indicated to Severn Trent's representative in charge of the construction of the Water Main. It will be the responsibility of the Requisitioner to check during the construction of the Water Main that the markers are being accurately followed and to immediately report any deviations to Severn Trent's representative. If it is subsequently found that, due to the lack of proper observance of these conditions, the Water Main has been incorrectly aligned in relation to the finished development layout any necessary corrective works will be carried out by Severn Trent at the expense of the Requisitioner.
- (ii) to allow Severn Trent unrestricted access for the trench where the Water Main is to be laid in accordance with the Drawing. When the construction of the Water Main commences on the site the Requisitioner shall provide continuous unrestricted access for mechanical plant to excavate and backfill trenches along the lines of Water Main shown on the Drawing. Subject to clause 7 hereof, the Water Main shall, unless otherwise agreed between Severn Trent and the Requisitioner, be laid as set out on the Drawing.
- (iii) that as the Water Main will be laid in accordance with Volume 2 NJUG Guidelines on Positioning of Underground Utilities Apparatus for New Developments (issue 2, 10 December 2007) at a greater depth (depth of cover to top of water main shall be a minimum of 900 mm) than the apparatus of other utilities it should be laid first. Apparatus of other utilities must be positioned so that the Water Main will be accessible for future maintenance, repair and the installation of services. If any part of the Water Main is subsequently found to be inaccessible for future maintenance and repair it will be re-laid by Severn Trent at the expense of the Requisitioner
- (iv) that, until completion of the Development Site by the Requisitioner, best endeavours will be used to ensure that all hydrants, once installed, are kept clear of obstacles and that access to them is available to the Fire Service at all times.
- (v) to provide, where the Development Site is on redevelopment land, a soil condition report. This will enable Severn Trent to assess the nature of the

ground and hence decide on the most appropriate pipe material. The following information is required as a minimum:

- 1) A history of the development and adjoining land. Where there is potential for contamination to be present in the ground then an appropriate chemical testing analysis report must be provided.
- 2) Total concentration of phenol, polyaromatic hydrocarbons and total petroleum hydrocarbons/mineral oil, metals, sulphate and pH.
- 3) In the event that the soil condition is subsequently found to vary from the original soil condition report the Requisitioner will immediately notify Severn Trent of the changes discovered

Severn Trent will not proceed with the provision of the Water Main until this information has been provided.

- (vi) that if the highway authority requires trenches to be backfilled with stone, Severn Trent is prepared to deposit excavated material alongside the trench and backfill a suitable granular material provided by the Requisitioner and stockpiled adjacent to where the Water Main is being laid. Disposal of surplus excavated material will be the responsibility of the Requisitioner.
 - (vii) that if any part of the Water Main is to be constructed on any part of the Development Site not forming part of a “street” (as defined in the New Roads and Street Works Act 1991) this Agreement constitutes notice under the Water Industry Act 1991 to lay and keep the Water Main there. If any of the work is to be laid in land not owned by the Requisitioner additional lead time may be necessary as a result of the notice period required resulting from the service of statutory notices on the affected land owners and occupiers
 - (viii) that if so required by Severn Trent the Requisitioner shall execute or secure the execution at no cost to Severn Trent of a Deed of Grant of Easement in favour of Severn Trent in such form as Severn Trent may require in relation to any length of the Water Main that is provided under the terms of this Agreement as shall be laid otherwise than in a street (as defined in Section 48 of the New Roads and Street Works Act 1991) or otherwise in a dedicated service strip
- 2 Severn Trent endeavors to operate its distribution systems, in order to meet its Level of Service reporting criteria, to provide a minimum 15 metres pressure (1.5 bar) at the property boundary. However for the purpose of design of new systems Severn Trent aims to achieve 20 metres pressure (2.0 bar) at the property boundary stop tap. Severn Trent water supplies are subject to occasional disruption due to maintenance work on the distribution system. Consideration should, therefore, be given to provision of appropriate storage facilities if proposals involve commercial processes, which rely on mains water for their continued operation.

Part C - Conditions Relating to ‘Lay Only’ Work (water mains)

- 1 Lay only work is where the Requisitioner elects to carry out excavation and back fill, leaving Severn Trent to lay and joint the Water Main and bed and surround only.
- 2 Where it is agreed that Severn Trent will be required to lay only the Requisitioner will be responsible for: -
 - (i) Ensuring that the required excavation is done in advance of the start date arranged for the work.
 - (ii) Excavating and disposing of surplus spoil as a result of the construction of the Water Main
 - (iii) Providing a safe environment for Severn Trent's employees and contractors by the provision of trench support if applicable.
 - (iv) De-watering the trench, either from ground water or from water drained or flushed from the Water Main.
 - (v) Providing craneage for lifting pipes and fittings into the trench, or as required by Severn Trent's employees or contractors.
 - (vi) Providing for public and workforce health and safety by providing barriers, plates and warning signs.
 - (vii) Providing suitable backfill material and to place it in the trench over the pipe bedding (installed by Severn Trent) in compacted layers not exceeding 200mm or to standards as directed by the 'street manager' or landowner. Note - If any of the excavation work is in public highway then the Requisitioner will be required to hold a street works licence obtained from the highway authority to carry out this work.
 - (viii) Any damage sustained to other utilities apparatus as a result of excavation work. The cost of diverting other utilities apparatus, should this become necessary, would also be the responsibility of the Requisitioner.
 - (ix) Completing the backfilling and reinstating the surface to the appropriate standard. Please note that work in a public highway incurs a liability for maintenance for a minimum 2 years.

Once the construction of the Water Main is complete the Water Main will require testing. This will take a minimum of one week to complete and a maximum period of time as set out in Schedule 1. When Severn Trent is satisfied that the Water Main has passed the required pressure and bacteriological tests Severn Trent will carry out the final connection to our existing water mains and commission the new Water Main. The Requisitioner can then complete reinstatement of the remaining excavations.

Part D - Underground Service Pipes laid by the Requisitioner

Part of the service pipes shall be laid by the Requisitioner, i.e. that part of the service pipe, which lies between a property and the boundary box installed by Severn Trent.

The service pipe must comply with the following conditions: -

- (i) The size of the underground service pipe shall be not less than 25 mm diameter blue MDPE (Medium Density Polyethylene) or, where ground conditions dictate, equivalent sized pipe specified in accordance with the UKWIR publication 'Pipeline Selection For Use In Contaminated Land'. (Approved manufacturers of service pipe and fittings are listed in the Water Research Centre's 'Water Fittings and Materials Directory').

- (ii) The service pipe must be laid in accordance with the Water Supply (Water Fittings) Regulations 1999 or regulations made under Section 74 of the Water Industry Act 1991.
- (iii) The service pipe must be laid to the agreed point on the boundary of the property with a 300 mm long ‘tail pipe’ (free from damage or kinks) and left exposed to enable connection to our boundary box/stop tap. (This must be positioned as near as practicable to the boundary of the property at the edge of the highway). Severn Trent will then lay the remainder of the service, i.e. from the boundary of the street to the Water Main.
- (iv) The pipe ends are to be tagged and capped until connected either to our boundary box/stop tap, a building water standpipe or the internal plumbing installation of the property.
- (v) Unless it is to be installed by a WaterMark or an equivalent scheme approved installer, the service pipe must not be backfilled until it has been inspected and approved by Severn Trent.

Part E - Service Laying by Severn Trent.

- 1 Before service laying work is carried out by Severn Trent the Requisitioner must ensure that: -
 - (i) All kerb races have been laid and adjacent footpath service strip widths and property boundaries have been clearly defined and constructed to formation level.
 - (ii) If ducts have been provided by the Requisitioner for site road crossings, the ends must be clearly marked
 - (iii) The terms of the “Notice of Conditions for Connections of Buildings and Premises to a Water Main” served on receipt of the completed application form under Section 41 of the Water Industry Act 1991 have been complied with.
 - (iv) Where a site has been granted self-certification for Water Regulations under the WaterMark Scheme the Requisitioner must ensure that prior to calling off the service connection the minimum requirements are that a secure shell has been completed and the incoming service pipe is sealed and fitted with an internal controlling valve. If this is not complied with a charge may be made for an abortive visit based on the standard charges contained within Severn Trent’s Scheme of Charges applicable at the time or actual costs incurred whichever shall be the greater.

- 2 Severn Trent will only provide service connections when: -
 - (i) The Water Main has been laid, pressure tested, disinfected and passed as being sterile.
 - (ii) The Water Main has been commissioned
 - (iii) The service pipe between the property and the boundary box and its point of entry into the property has been approved.
 - (iv) The Development Site is clear of all building materials and obstructions along the lines of the proposed services. In the event that the Requisitioner arranges for the service connections to be made to the Water Main and the part of the Development Site where the connections are to be made is not clear from

building materials and obstruction the Requisitioner accepts that he will be liable for any additional costs incurred by Severn Trent.

- (v) Payment has been made for the connections

All premises having a new water supply connection must have a meter installed in accordance with Severn Trent's specification. For Multi occupied premises such as flats and apartments the Requisitioner must either arrange to fit to Severn Trent's specification the meter, which Severn Trent will supply along with the remote reading facility and cable, or pay Severn Trent an additional charge for fitting the meter.

Part F - Ducts (Laid In Carriageway and Footway)

- 1 In accordance with Volume 2 NJUG Guidelines on Positioning of Underground Utilities Apparatus for New Developments (issue 2, 10 December 2007) it is Severn Trent's policy that all services under carriageways are to be laid in suitably sized ducts.
- 2 Developers have the option to install service ducts for this purpose, but they must comply with Severn Trent's requirements as follows: -
 - (i) The ducts are to be either UPVC (BS 3506 Class B minimum) or polyethylene (BS 6437), blue in colour and be marked "WATER SERVICE DUCT" along with the duct diameter in approximately 9 mm letters at 1 metre intervals along the barrel.
 - (ii) Only one service pipe will be laid through a duct.
 - (iii) Ducts for 25 mm and 32 mm diameter MDPE service pipes are to be 50 mm nominal diameter. .
 - (iv) The duct is to be laid with its markings uppermost and with a minimum of 750 mm and a maximum of 900 mm cover beneath the finished carriageway surface.
 - (v) The duct must be aligned with the frontage of the property the service is intended to supply, in accordance with the plan of our proposals.

In the event of the service duct not complying with Severn Trent's requirements, the Requisitioner must re-site/replace ducts as necessary.

- 3 Prior to connection the Requisitioner will be required to have both ends of the service duct exposed so that Severn Trent can check its line, depth and general suitability for use. When the installation has been approved the Requisitioner can either: -
 - a) Leave the end exposed pending service laying or
 - b) Backfill ensuring the ducts are suitably capped off at each end to prevent the ingress of material. It will then be the responsibility of the Requisitioner to arrange for the ends of the ducts to be exposed again before Severn Trent commences service laying.

SIGNED BY)
for and on behalf of the REQUISITIONER).....

Position within Company

IMPORTANT NOTE: This Agreement can only be completed by the Requisitioner a signature by an Agent on behalf of the Requisitioner is not acceptable.

SIGNED BY)
for and on behalf of the SURETY).....

Position within Company

SIGNED BY)
for and on behalf of)
SEVERN TRENT)

Position within Company

For Office Use Only

Notification No:- 8XXX
Finance Code:- WBS CODE
Costx:- Commuted sum payment
Technician:- YOUR NAME