



J N P G R O U P
CONSULTING ENGINEERS

Utilities Appraisal

Project: Small Dole,
Shoreham,
West Sussex,
BN5 9YB

Client: Wates Developments

Reference: BR31013-JNP-XX-XX-RP-C-1001 P01

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FOR AND ON BEHALF OF JNP GROUP

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1 INTRODUCTION

1.1 Terms of Reference

1.1.1 JNP Group was commissioned by Wates Developments to undertake a Utilities Appraisal for the proposed development of the site known as Small Dole, Shoreham, West Sussex (closest postcode BN5 9YB). The site is bounded by Existing residential buildings to the north and west, Henfield Road (A2037) to the east and an existing treeline to the south. (**Appendix A**).

1.1.2 This report is based on information available from various utility suppliers. Asset location plans are considered to be accurate at the date of issue. Asset location plans should be requested from the Statutory Undertakers at regular intervals to confirm any changes to existing and/or new infrastructure that may have been put in place. Suppliers state that the information shown on asset plans is given without warranty and its accuracy therefore cannot be guaranteed.

1.1.3 Due to the indicative nature of this information, a full ground penetrating radar survey should be undertaken across the site to locate all existing services. This should be carried out prior to any construction work commencing on site. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual location of all cables, pipes and any other utility apparatus before any mechanical excavation begins.

1.1.4 This report aims to establish:

- The location of existing cables, pipes and any other utility apparatus within the development site and the local vicinity.
- Capacity checks (where attainable) to supply gas, electricity, potable water, and foul drainage to the development.
- Supplier budgets and indicative timelines associated with the supply of gas, electricity, potable water, foul drainage and telecommunications to the development including supply and any reinforcement or diversion works required.

1.2 Site Description

1.2.1 The development (**Appendix B**) comprises of approximately 45No. Dwellings with an associated access point from Henfield Road (A2037) and creation of a network of roads and footways in addition to public open space, LAPs/LEAPS, allotments, community orchard, sustainable urban drainage systems (SuDS), landscape buffers and associated infrastructure.

1.2.2 The approximate coordinates for the centre of the site are as follows:

- Easting: 521266
- Northing: 113135

1.3 General

1.3.1 Enquiries have been made to the following statutory undertakers that maintain services within the vicinity of the site:

- Scotia Gas Networks (Gas)
- UK Power Networks (Electricity)
- southern Water (Water Supply)
- Southern Water (Foul Drainage)
- Openreach (Telecommunications)
- GTC (multi-utility provider)

2 GAS

2.1 Asset Maps

- 2.1.1 Scotia Gas Networks (SGN) is the gas supplier for the local area (refer to asset location plans in **Appendix C**).
- 2.1.2 Asset location plans indicate that no SGN infrastructure passes through the site.
- 2.1.3 Asset location plans indicate that the following SGN infrastructure passes within close proximity of the site:
 - A 32 PE (polyethylene) MP (medium pressure) pipe along the eastern side of Henfield Road (A2037)

2.2 Network Reinforcement (Capacity)

- 2.2.1 GTC have contacted SGN, and SGN have confirmed that the site demands fall within the SGN guaranteed capacity.

2.3 Connection Works – Onsite and Offsite

- 2.3.1 GTC have assumed a low pressure point of connection to feed the site. The PoC will be off the 125mm PE main adjacent to the junction of New Hall Lane and Henfield Road (grid reference: 521457, 113237). The GTC quote includes for the excavation and reinstatement in the public highway from the PoC to the site (4m of road and 130m of verge). See drawing "34151594-G-2 markup" in **Appendix C**.
- 2.3.2 The Developer is responsible for all onsite excavation and reinstatement. The developer could approach SGN, when the time is appropriate, to carry out a budget estimate for the supply of SGN infrastructure on site.

2.4 Diversion Works

- 2.4.1 As SGN has no infrastructure within or along the proposed site access, diversion works of gas infrastructure are not anticipated to be required.

3 ELECTRICITY

3.1 Asset Maps

3.1.1 UK Power Networks (UKPN) is the electricity supplier for the local area (refer to asset location plans in **Appendix D**).

3.1.2 Asset location plans indicate the following UKPN infrastructure passes through the site.

- A 11kV overhead line in the southeast corner of site connecting into the existing substation

3.1.3 Asset location plans indicate that the following UKPN infrastructure passes within close proximity of the site:

- A substation is located at the southeast corner of the site

3.2 Network Reinforcement (Capacity)

3.2.1 GTC have contacted UKPN, and UKPN have confirmed a PoC to serve the development. An upstream network operator cost of £840 is required.

3.3 Connection Works – Onsite and Offsite

3.3.1 In both quotes, GTC have been offered a low voltage PoC from UKPN. The PoC will be at the junction of Small Dole Road and Henfield Road (grid reference: 521460, 112993) The GTC quotes include for the excavation and reinstatement in the public highway from the PoC to the site (118m of verge). See drawing “34151594-E-2 markup” in **Appendix D**.

3.3.2 The Developer is responsible for all onsite excavation and reinstatement works. The developer could approach UKPN, when the time is appropriate, to carry out a budget estimate for the supply of UKPN infrastructure on site.

3.4 Diversion Works

3.4.1 As UKPN has no infrastructure within or along the proposed site access, diversion works of electricity infrastructure are not anticipated to be required

3.4.2 It is anticipated that the development proposals will not impact the easement around the existing overhead cables and therefore no diversion of these cables are anticipated.

4 WATER SUPPLY

4.1 Asset Maps

4.1.1 Southern Water (SW) is the potable water supplier for the local area (refer to asset location plans in **Appendix E**).

4.1.2 Asset location plans indicates that no SW infrastructure passes through the site.

4.1.3 Asset location plans indicate that the following SW infrastructure passes within close proximity of the site:

- A 180mm HDPE (high density polyethylene) pipe along the eastern side of Henfield Road (A2037)

4.2 Network Reinforcement (Capacity)

4.2.1 GTC have contacted SW in order to confirm whether the existing network currently has sufficient capacity to serve the development, without the need for offsite reinforcement works.

4.2.2 SW have confirmed that an upstream network operator cost of £28,383.24 is required to reinforce the existing network.

4.3 Connection Works – Onsite and Offsite

4.3.1 The SW water supply infrastructure charge is £29,025.00 (£645 per plot) for 45 properties under the SW charging arrangements 2025-26.

4.3.2 SW offer water supply infrastructure charge discounts if the development meets specific criteria:

Charge Description	Value of Incentive Discount	2025-26 Infrastructure Net Charge	Description
Water Infrastructure Charge		£645	This charge recovers the cost of increasing network capacity for new development. This charge includes a £20 environmental component.
Water Efficiency Bronze Standard	£250	£395	Water efficient connections will receive a discount of £250 redeemed against the infrastructure charge
Water Recycling Silver Standard	£800	£405 credit	A further discount of £800 for every connection that installs water recycling technology. This credit may result in a reduction to other charges for the overall site.
Water Neutrality Gold Standard	3 Subsidised Visits	£0	Water neutrality is achieved through retrofitting water efficient devices on existing properties at a cost of £705 per new property. Developers would pay £405 for water efficiency visits with Southern Water contributing the remaining £300.

4.3.3 GTC have been given a provisional PoC from SW located at the existing 180mm HDPE main on Shoreham Road (grid reference: 521461, 113108).

4.3.4 The Developer is responsible for all onsite excavation and reinstatement works.

4.4 Diversion Works

4.4.1 As SW has no infrastructure within or along the proposed site access, diversion works of potable water supply infrastructure are not anticipated to be required.

5 FOUL DRAINAGE

5.1 Asset Maps

5.1.1 Southern Water (SW) is the foul drainage undertaker for the local area (refer to asset location plans in **Appendix F**).

5.1.2 Asset location plans indicate the following SW infrastructure passes through the site:

- A 125mm CI (cast iron) rising main, vacuum or siphon along the western side of Henfield Road (A2037) between manholes 4003 and 4101. This pipe is below the proposed S278 site entrance

5.1.3 Asset location plans indicate that the following SW infrastructure passes within close proximity of the site:

- A 150mm CP (corrugated polyethylene) pipe along the eastern side of Henfield Road (A2037)

5.2 Network Reinforcement (Capacity)

5.2.1 SW have confirmed that there is sufficient capacity within the foul sewer network.

5.3 Connection Works – Onsite and Offsite

5.3.1 The 6l/s foul flow rate from the site into manhole TQ21134101 (grid reference: 521471, 113128) has been approved by SW.

5.3.2 The SW foul drainage infrastructure charge is £31,455 (£699 per plot) for 45 properties under the SW charging arrangements 2025-26.

5.3.3 SW offer waste water infrastructure charge discounts if the development meets specific criteria:

Charge Description	Value of Incentive Discount	2025-26 Infrastructure Net Charge	Description
Wastewater Infrastructure charge		£699	This charge recovers the cost of increasing network capacity for new development. This charge includes a £42 environmental component.
Wastewater SuDS Bronze Standard	£100	£599	Connections that use SuDS will be eligible for a discount of £100 as set out in the bronze standard criteria
Wastewater Neutrality Gold Standard	£599	£0	There will be no infrastructure charge for developments that offset their demand by retrofitting SuDS on existing development.

5.3.4 The Developer is responsible for all onsite excavation and reinstatement works.

5.4 Diversion Works

5.4.1 As SW have infrastructure along the proposed site access, verification trenching and a GPR survey along the site access will need to be undertaken. A diversion is likely to be required.

6 SURFACE WATER

6.1 Asset Maps

- 6.1.1 There are no asset maps regarding the existing surface water infrastructure.
- 6.1.2 There is an existing watercourse that runs along the southern boundary of the site.

6.2 Network Reinforcement (Capacity)

- 6.2.1 No Network reinforcements are required as the site will be discharging into the existing watercourse at the south of the site.

6.3 Connection Works – Onsite and Offsite

- 6.3.1 A proposed drainage discharge plan showing the connection into the existing watercourse can be found in **Appendix G**. Alternatively, refer to the FRA report for more in depth information regarding the surface water drainage strategy.

6.4 Diversion Works

- 6.4.1 There is no surface water infrastructure within or along the proposed site access, therefore diversion works of surface water infrastructure are not anticipated to be required.

7 TELECOMMUNICATIONS

7.1 Asset Maps

- 7.1.1 Openreach is the telecommunications supplier for the local area (refer to asset location plans in **Appendix H**).
- 7.1.2 Asset location plans indicate that no Openreach infrastructure passes through the site.
- 7.1.3 Asset location plans indicate that the following Openreach infrastructure passes within close proximity of the site:
 - Openreach infrastructure along the eastern side of Henfield Road (A2037)

7.2 Telecommunication Connections

- 7.2.1 For residential developments with more than 20 plots, Openreach will install broadband infrastructure to the edge of the site and to the premises for free, subject to a framework agreement.
- 7.2.2 Openreach have not yet been approached regarding supplying the development, as their stated position is not to progress until planning has been granted.

7.3 Diversion Works

- 7.3.1 As Openreach has no infrastructure within or along the proposed site access, diversion works of telecommunications infrastructure are not anticipated to be required.

8 GTC QUOTE SUMMARY – GAS, ELECTRICITY, WATER SUPPLY, FIBRE

8.1 Onsite Works

8.1.1 The onsite works come to a total of £60,948.35 (This number excludes the sky rebate).

8.2 Offsite Works

8.2.1 The offsite works come to a total of £34,932.16

8.3 Upstream Network Operator Costs

8.3.1 The following upstream network operator costs have been provided:

- Gas = £0.00
- Electricity = £840.00
- Water Supply = £28,383.24

8.4 Water Supply Infrastructure Charge

8.4.1 The water supply infrastructure charge is £29,025.00 (45 x £645 per plot).

8.5 Sky Q Rebate

8.5.1 GTC's multi-utility quotation includes a rebate from Sky of £375 per plot (£16,875 for 45 plots), if the development is pre-wired for Sky Q. This figure has been removed from the onsite works cost, but it is included in the figure in the multi-utility GTC quote. If the developer accepts the Sky offer, the developer will be responsible for ensuring that all plots are pre-wired.

8.6 Provisional Total Project Cost

8.6.1 The provisional total project cost comes to a total of £154,128.75 (This number excludes the sky rebate).

9 GTC QUOTE SUMMARY – ELECTRICITY, WATER SUPPLY, FIBRE

9.1 Onsite Works

9.1.1 The onsite works come to a total of £57,016.01 (This number excludes the sky rebate).

9.2 Offsite Works

9.2.1 The offsite works come to a total of £16,033.68

9.3 Upstream Network Operator Costs

9.3.1 The following upstream network operator costs have been provided:

- Electricity = £840.00
- Water Supply = £28,383.24

9.4 Water Supply Infrastructure Charge

9.4.1 The water supply infrastructure charge is £29,025.00 (45 x £645 per plot).

9.5 Sky Q Rebate

9.5.1 GTC's multi-utility quotation includes a rebate from Sky of £375 per plot (£16,875 for 45 plots), if the development is pre-wired for Sky Q. This figure has been removed from the onsite works cost, but it is included in the figure in the multi-utility GTC quote. If the developer accepts the Sky offer, the developer will be responsible for ensuring that all plots are pre-wired.

9.6 Provisional Total Project Cost

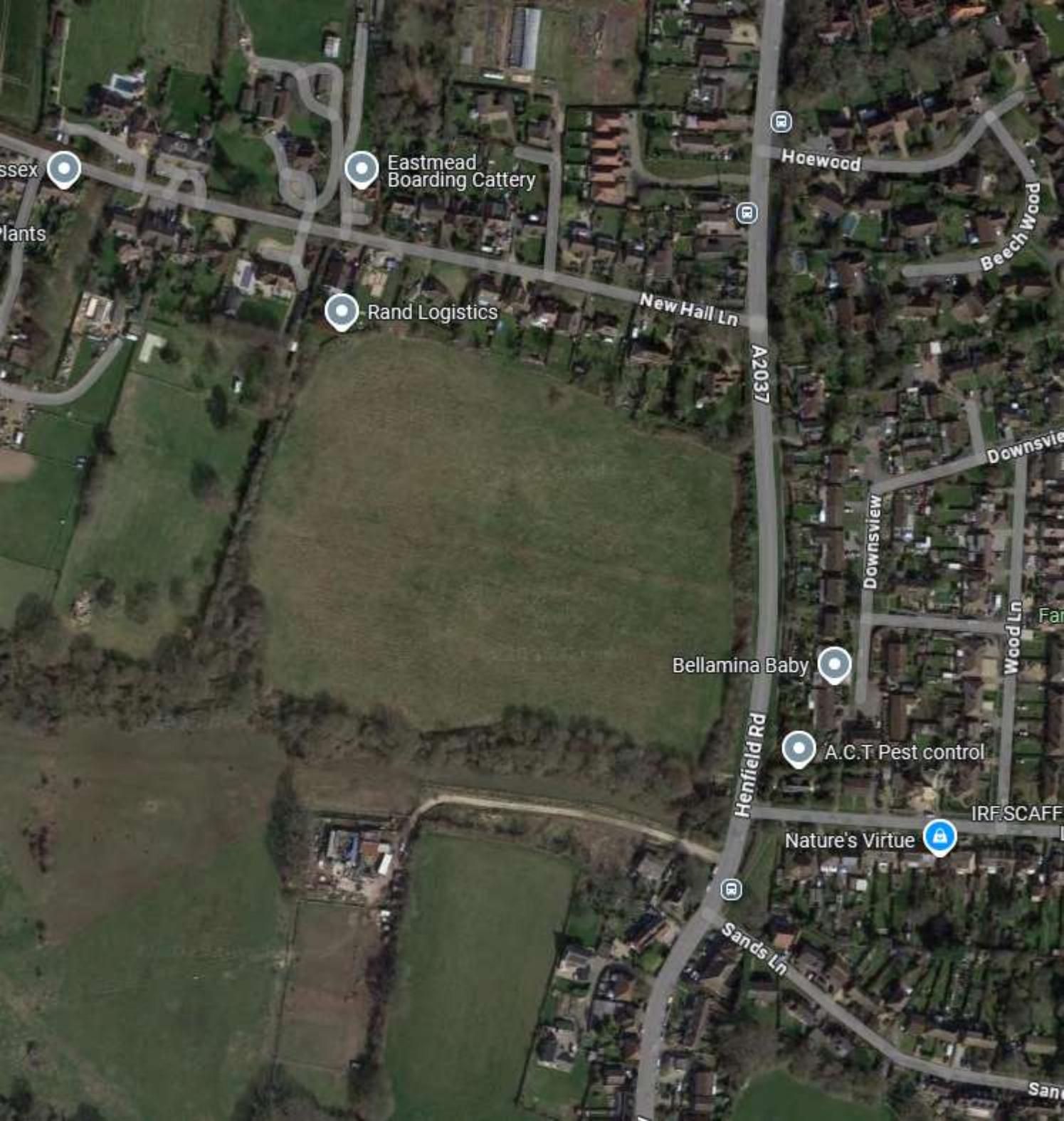
9.6.1 The provisional total project cost comes to a total of £131,297.94 (This number excludes the sky rebate).

10 SUMMARY AND RECOMMENDATIONS

10.1 General

- 10.1.1 The asset location plans obtained from the various supplies indicate infrastructure located both on-site and within the local vicinity.
- 10.1.2 All discussions and information presented within this report are deemed to be current at the time of undertaking the report. No guarantee can be given to the status of this information other than at the time at which this report was written. Where necessary, the user shall confirm the status of any applicable consents, assessments, and costings.
- 10.1.3 The report has been produced based upon budget supply and diversion estimates, and asset records plans obtained between February and May 2025.

APPENDIX A: SITE LOCATION PLAN



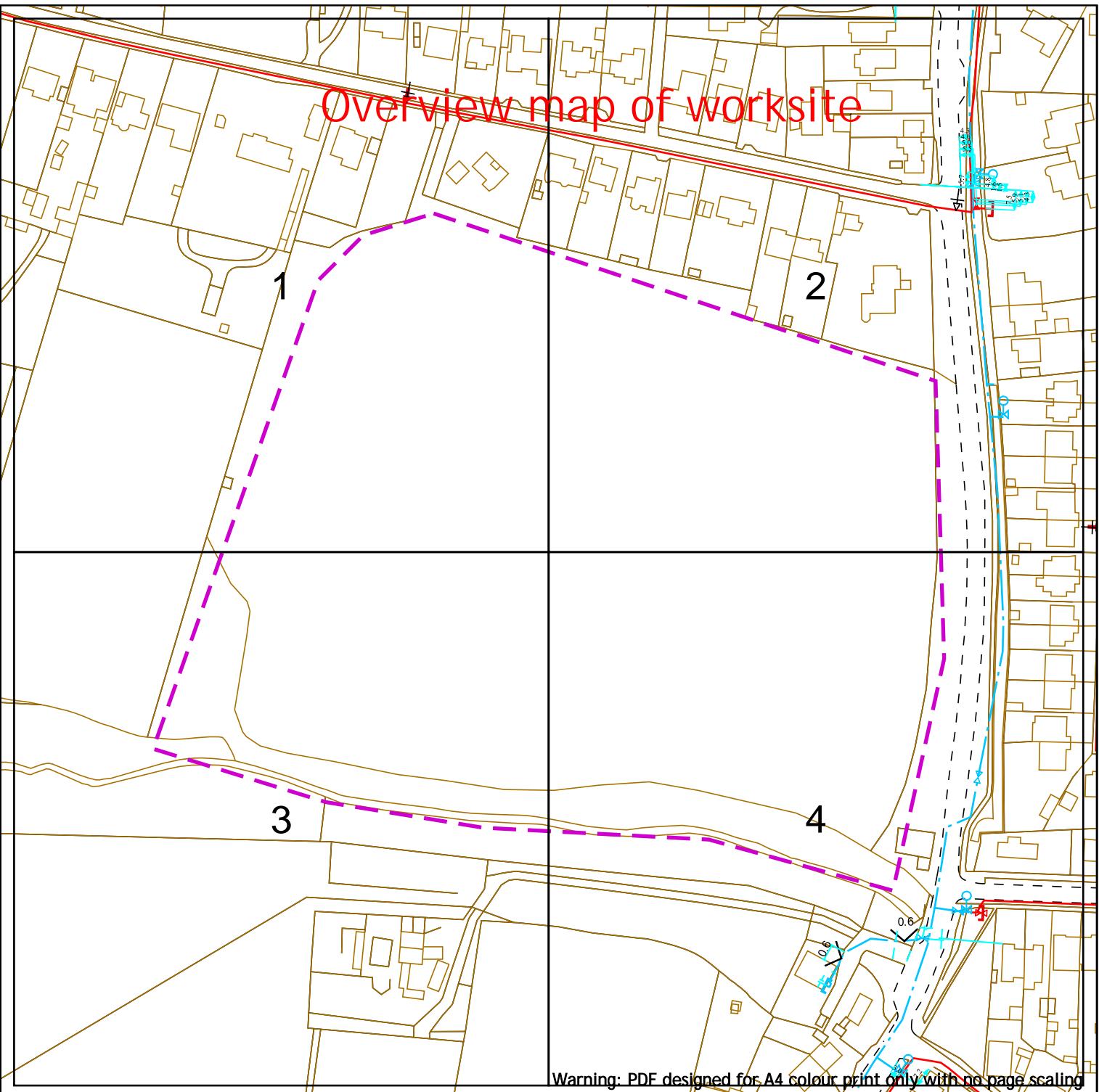
APPENDIX B: SITE LAYOUT



Planning

APPENDIX C: GAS ASSET RECORDS AND COMMUNICATIONS

Overview map of worksite



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Contact Us
SGN Safety Admin Team:
0800 912 1722
Email:
plantlocation@sgn.co.uk

Date Requested: 21/02/2025
Job Reference: 36395714
Site Location: 521325 113115
Requested by: Mrs Alison McGuinness
Your Scheme/Reference: 129292

Scale: 1:2050 (When plotted at A4)

Low Pressure Mains	Red line	Digsite:	Line:	Area:					
Medium Pressure Mains	Dashed blue line								
Intermediate Pressure Mains	Green line		LAs:						
High Pressure Mains	Yellow line		GTs:	SSSIs					
H100 Hydrogen Network	Magenta line								
Some Examples Of Plant Items									
Valve	Icon of valve	Syphon	Icon of syphon	Depth of Cover	Icon of depth marker	Diameter Change	Icon of diameter marker	Material Change	Icon of material marker



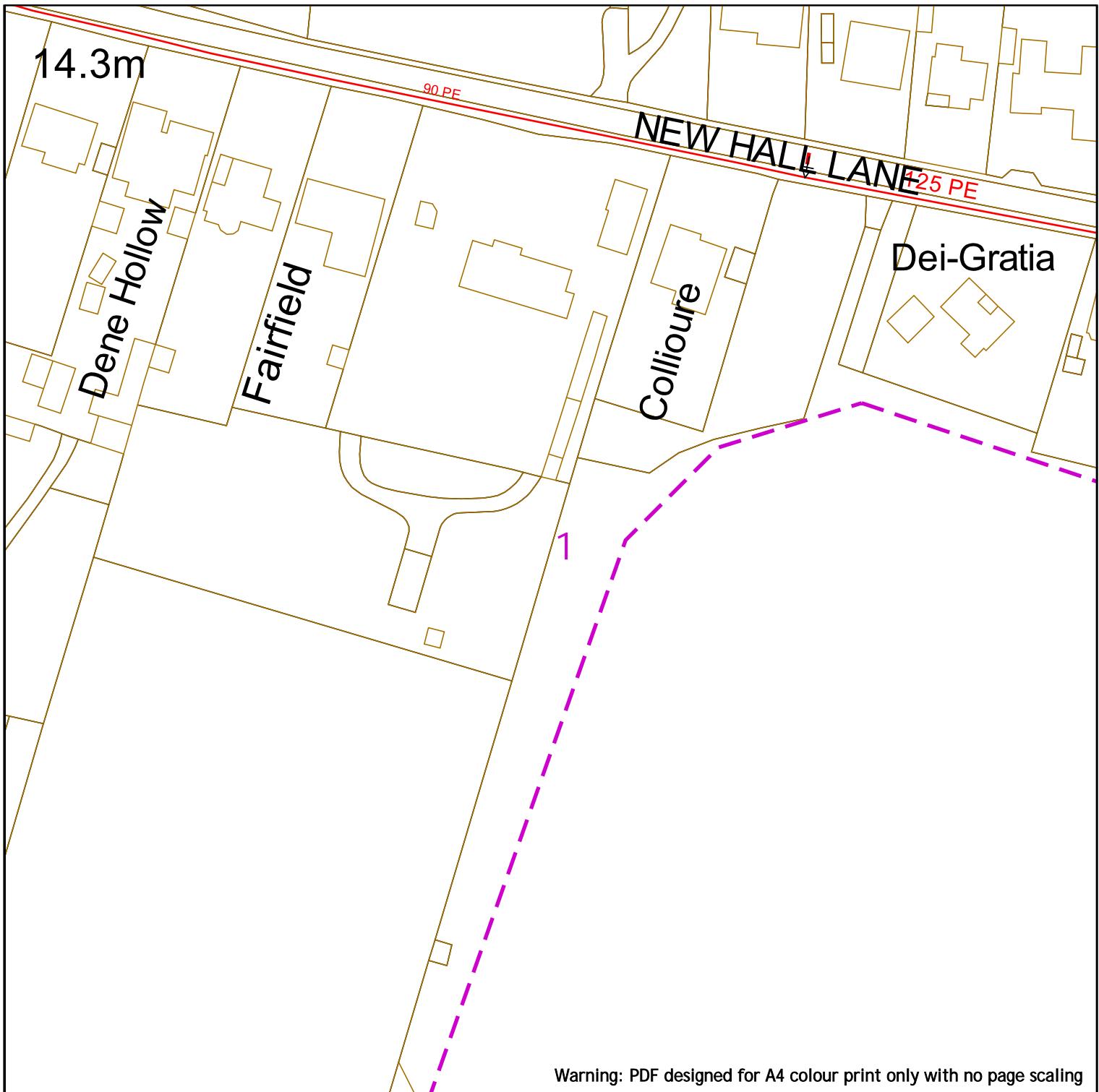
This information is given as a guide only and its accuracy cannot be guaranteed.



This plan shows the location of those pipes owned by Scotia Gas Networks (SGN) by virtue of being a licensed Gas Transporter (GT). Gas pipes owned by other GTs or third parties may also be present in this area but are not shown on this plan. Information with regard to such pipes should be obtained from the relevant owners. No warranties are given with regard to the accuracy of the information shown on this plan. Service pipes, valves, siphons, sub-connections etc. are not shown but their presence should be anticipated. You should be aware that a small percentage of our pipes/assets may be undergoing review and will temporarily be highlighted in yellow. If your proposed works are close to one of these pipes, you should contact the SGN Safety Admin Team on 0800 912 1722 for advice. No liability of any kind whatsoever is accepted by SGN or its agents, servants or sub-contractors for any error or omission contained herein. Safe digging practices, in accordance with HS (G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that plant location information is provided to all persons (whether direct labour or sub-contractors) working for you on or near gas apparatus. Information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA
0800 111 999

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Contact Us
SGN Safety Admin Team:
 0800 912 1722
Email:
 plantlocation@sgn.co.uk

Date Requested: 21/02/2025
 Job Reference: 36395714
 Site Location: 521325 113115
 Requested by: Mrs Alison McGuinness
 Your Scheme/Reference: 129292

Scale: 1:1000 (When plotted at A4)

Low Pressure Mains	Red line	Digsite:	Red line
Medium Pressure Mains	Blue dashed line	Line:	Blue dashed line
Intermediate Pressure Mains	Green line	Area:	Magenta line
High Pressure Mains	Yellow line	LAs:	Green line
H100 Hydrogen Network	Magenta line	GTs:	Pink box
Some Examples Of Plant Items			SSSIs: Green box
Valve	Symbol	Syphon	Symbol
		Depth of Cover	Symbol
			Diameter Change
			Material Change



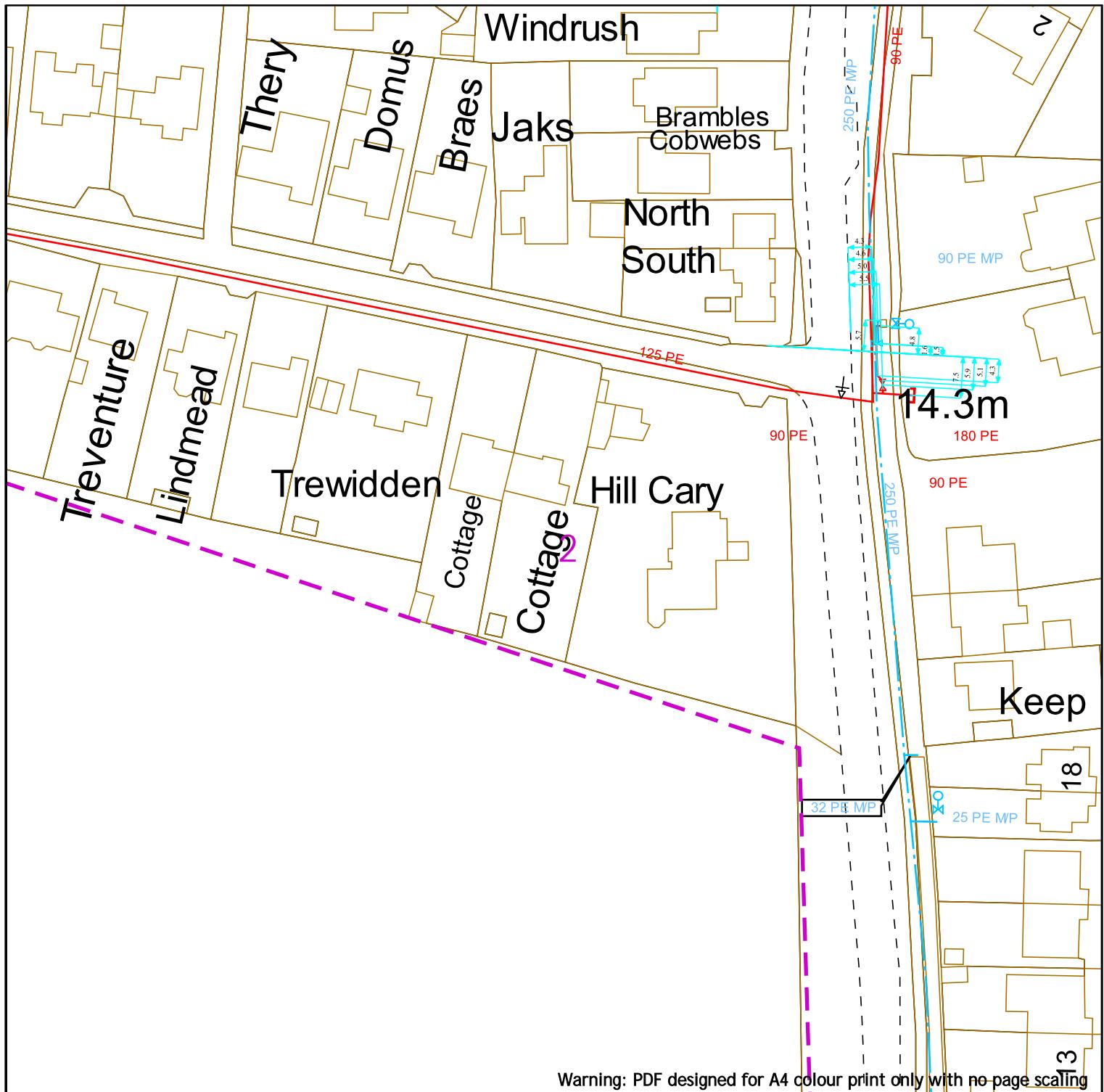
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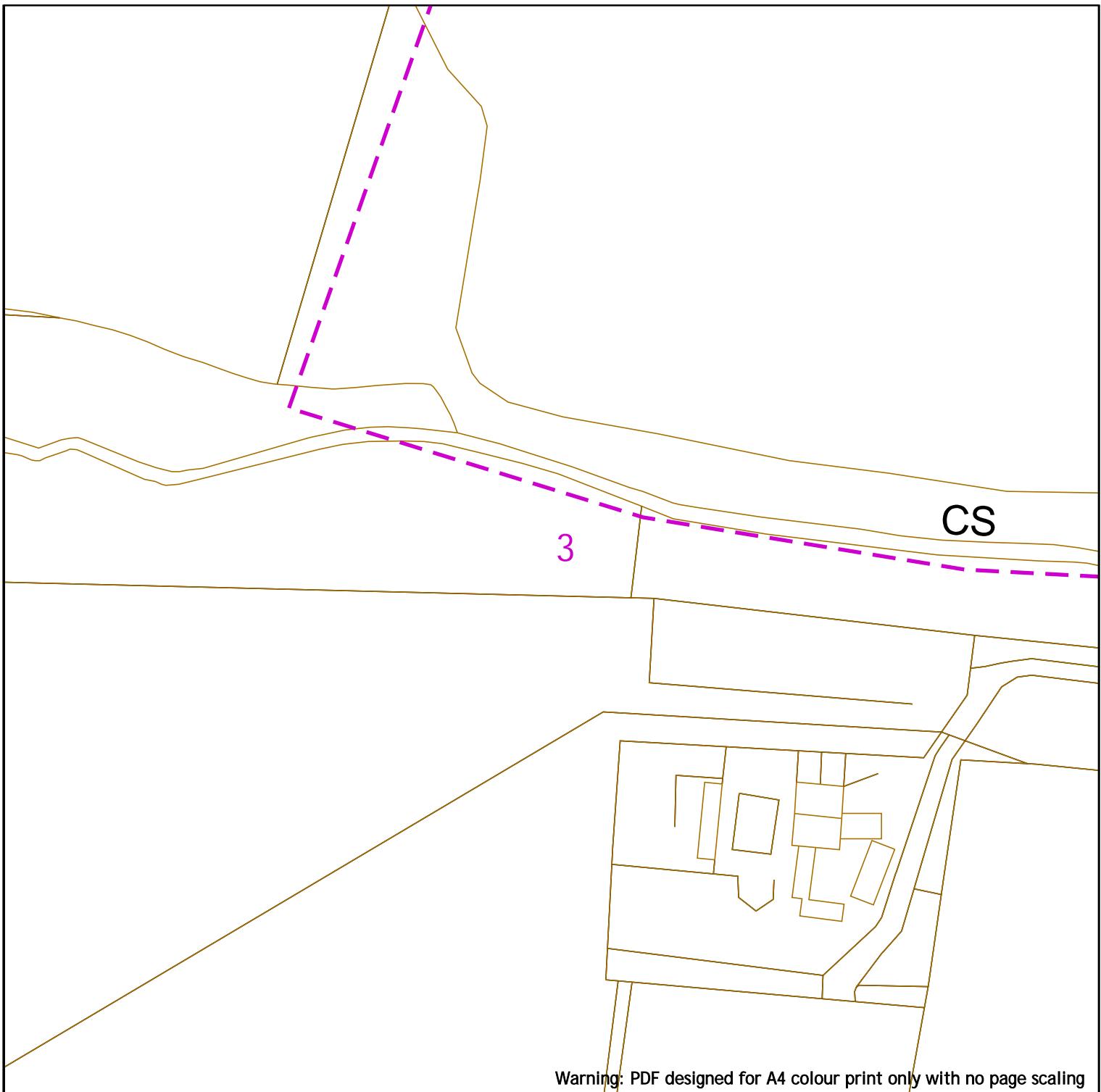
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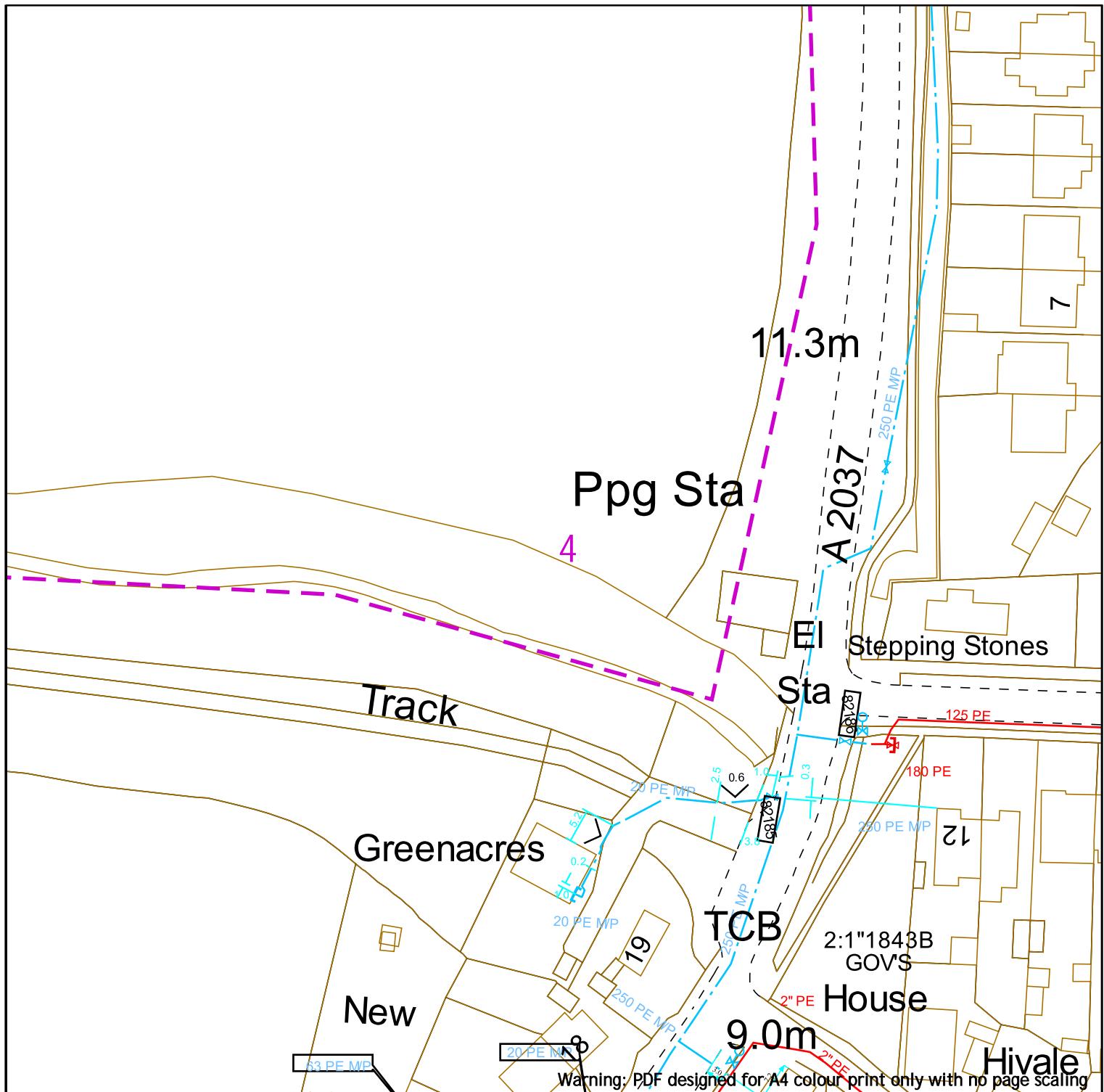


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 <p>Contact Us SGN Safety Admin Team: 0800 912 1722 Email: plantlocation@sgn.co.uk</p>	<p>Low Pressure Mains</p> <p>Medium Pressure Mains</p> <p>Intermediate Pressure Mains</p> <p>High Pressure Mains</p> <p>H100 Hydrogen Network</p> <p>Some Examples Of Plant Items</p> <p>Valve</p> <p>Syphon</p> <p>Depth of Cover</p> <p>Diameter Change</p> <p>Material Change</p>	   <p>Line:  Area: </p> <p>LAs</p> <p>GTs:  SSSIs: </p>	 <p>This information is given as a guide only and its accuracy cannot be guaranteed.</p>
			
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<p>Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA</p> <p>0800 111 999</p>			
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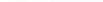


Contact Us
SGN Safety Admin Team:
0800 912 1722
Email:
plantlocation@sgn.co.uk

Date Requested: 21/02/2025
Job Reference: 36395714
Site Location: 521325 113115
Requested by: Mrs Alison McGuinness
Your Scheme/Reference: 129292

www.constructionreview.com

Scale: 1:1000 (When plotted at A4)

Low Pressure Mains		Digit:	<input type="text" value="1"/>
Medium Pressure Mains		Line:	<input type="text" value="2"/>
Intermediate Pressure Mains		Area:	<input type="text" value="3"/>
High Pressure Mains		LAS:	<input type="text" value="4"/>
H100 Hydrogen Network		GTs:	<input type="text" value="5"/>
Some Examples Of Plant Items		Diameter:	<input type="text" value="6"/>
		Material:	<input type="text" value="7"/>



This information is given as a guide only and its accuracy cannot be guaranteed.

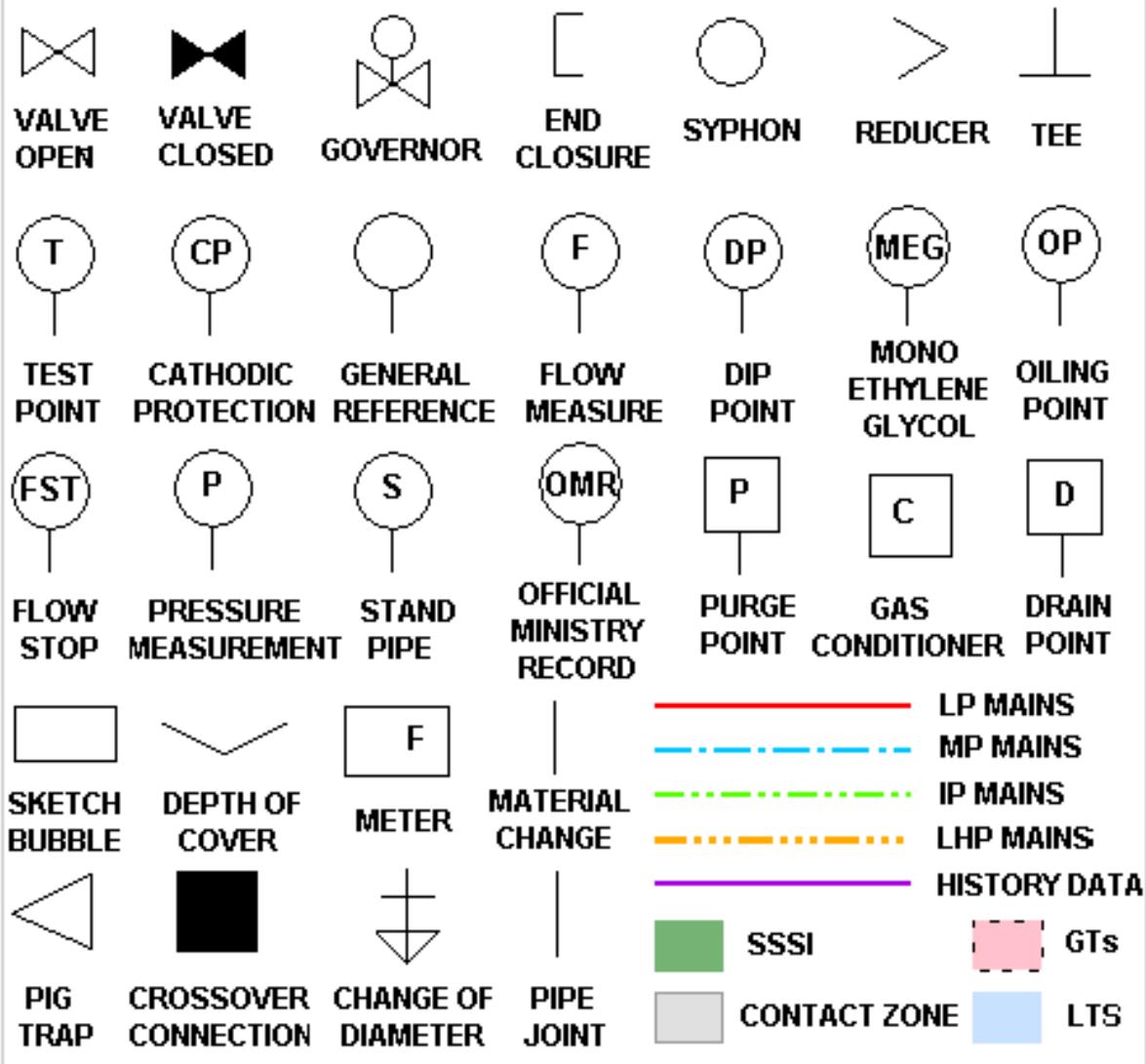


This plan shows the location of those pipes owned by Scotia Gas Networks (SGN) by virtue of being a licensed Gas Transporter (GT). Gas pipes owned by other GTs or third parties may also be present in this area but are not shown on this plan. Information with regard to such pipes should be obtained from the relevant owners. No warranties are given with regard to the accuracy of the information shown on this plan. Service pipes, valves, siphons, sub-connections etc. are not shown but their presence should be anticipated. You should be aware that a small percentage of our pipes/assets may be undergoing review and will temporarily be highlighted in yellow. If your proposed works are close to one of these pipes, you should contact the SGN Safety Admin Team on 0800 912 1722 for advice. No liability of any kind whatsoever is accepted by SGN or its agents, servants or sub-contractors for any error or omission contained herein. Safe digging practices, in accordance with HS (G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that plant location information is provided to all persons (whether direct labour or sub-contractors) working for you on or near gas apparatus. Information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

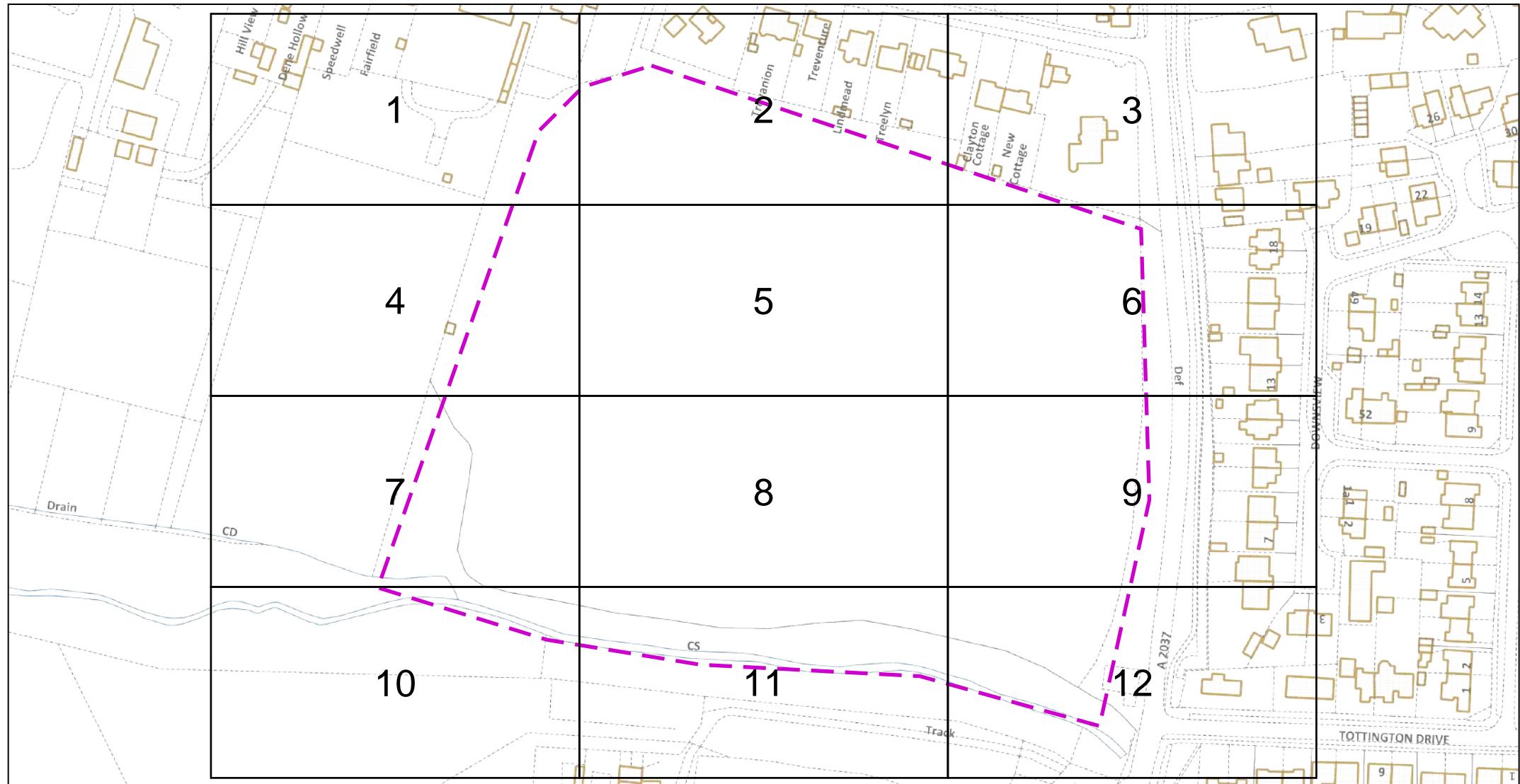
Report damage immediately – KEEP EVERYONE AWAY FROM THE AREA
0800 111 999

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Map Symbols



APPENDIX D: ELECTRICITY ASSET RECORDS AND COMMUNICATIONS



Dig Sites Area:  Line: 

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Date Requested: 21/02/2025

Job Reference: 36395714

Site Location: 521163 112979

Requested by:

Mrs Alison McGuinness

Your Sci
120282

129292
Scale: 1:2050 (When plotted at A4)

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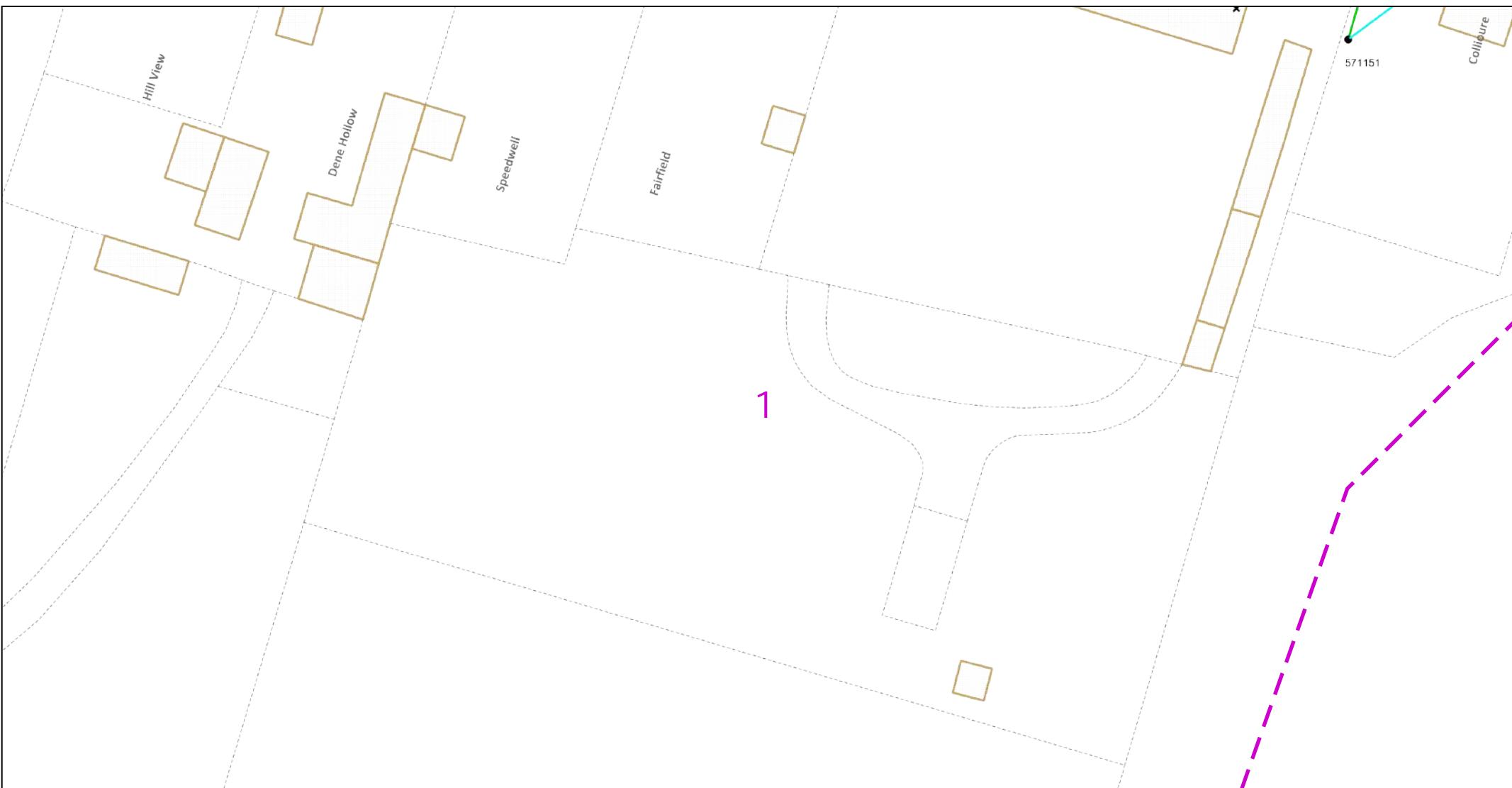
UK
Power
Networks

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note GS6

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Date Requested: 21/02/2025
Job Reference: 36395714
Site Location: 521163 112979
Requested by: Mrs Alison McGuinness

Your Scheme/Reference:
129292
Scale: 1:500 (When plotted at A4)

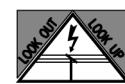
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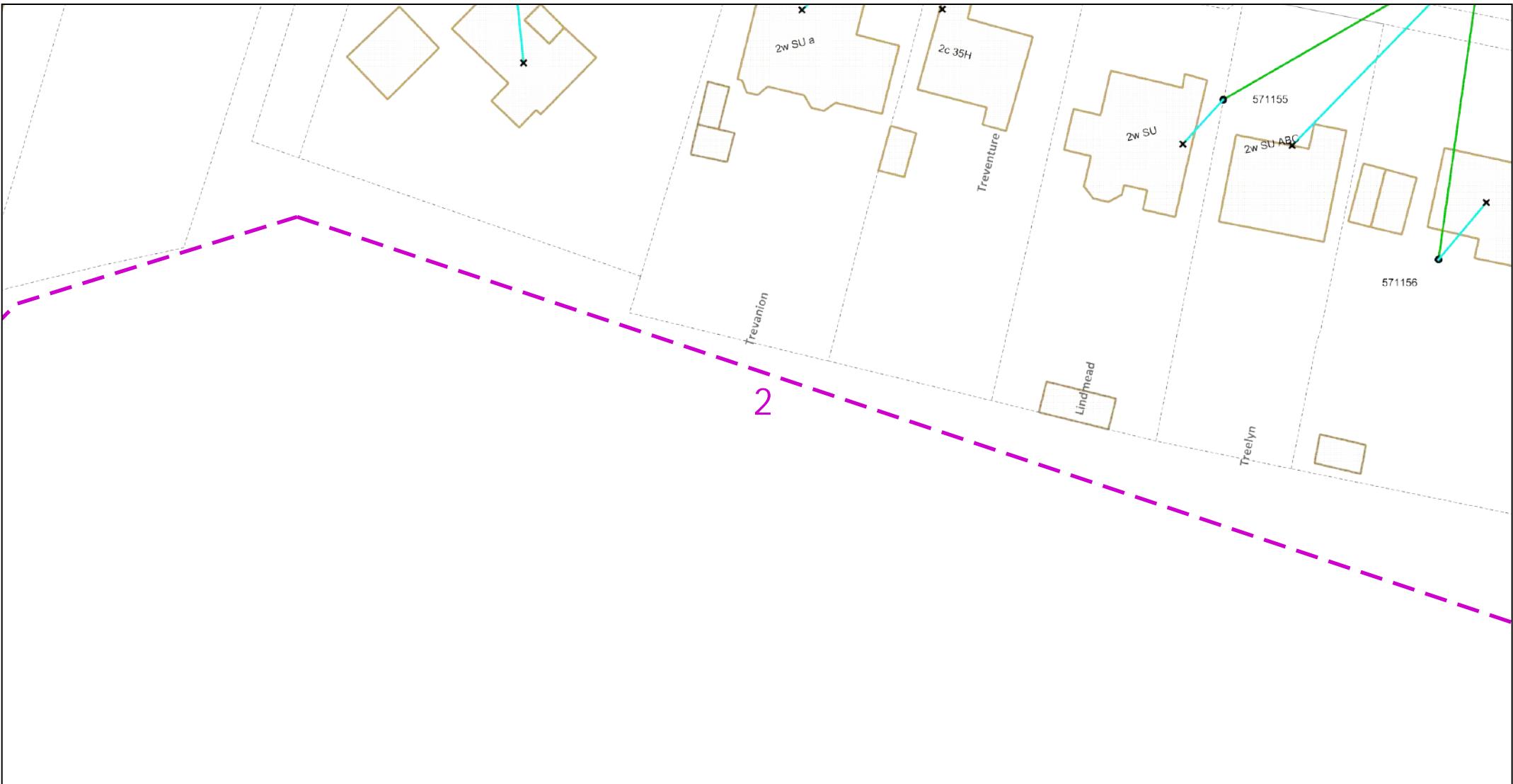


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0800 056 5866
EMERGENCY - If you damage a cable or line
Phone 0800 783 8838 (24hrs)
URGENTLY



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Dig Sites Area: Line:

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Date Requested: 21/02/2025

Job Reference: 36395714

Site Location: 521163 112979

Requested by: Mrs Alison McGuinness

Your Scheme/Reference:

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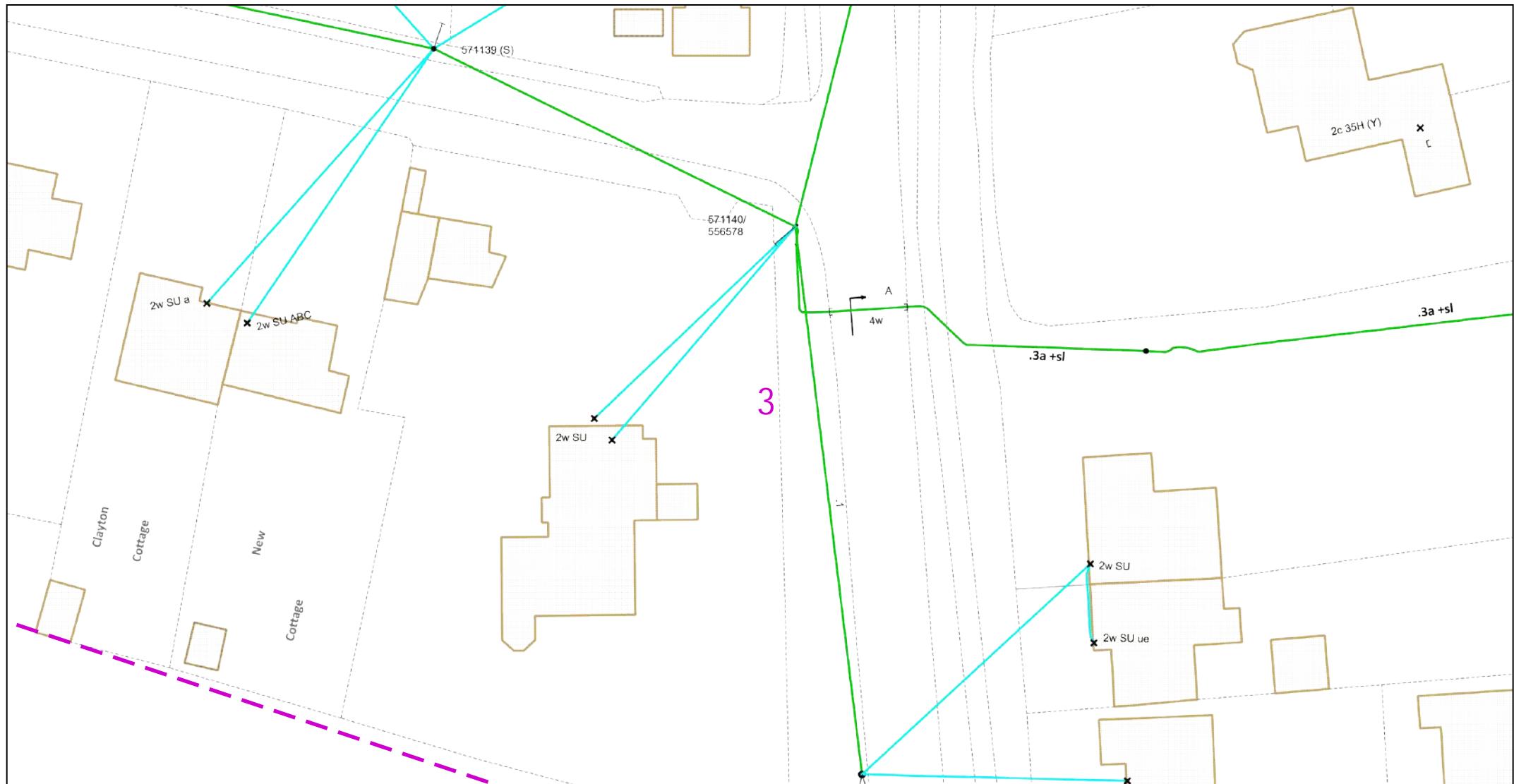


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0 12.5 25
metres

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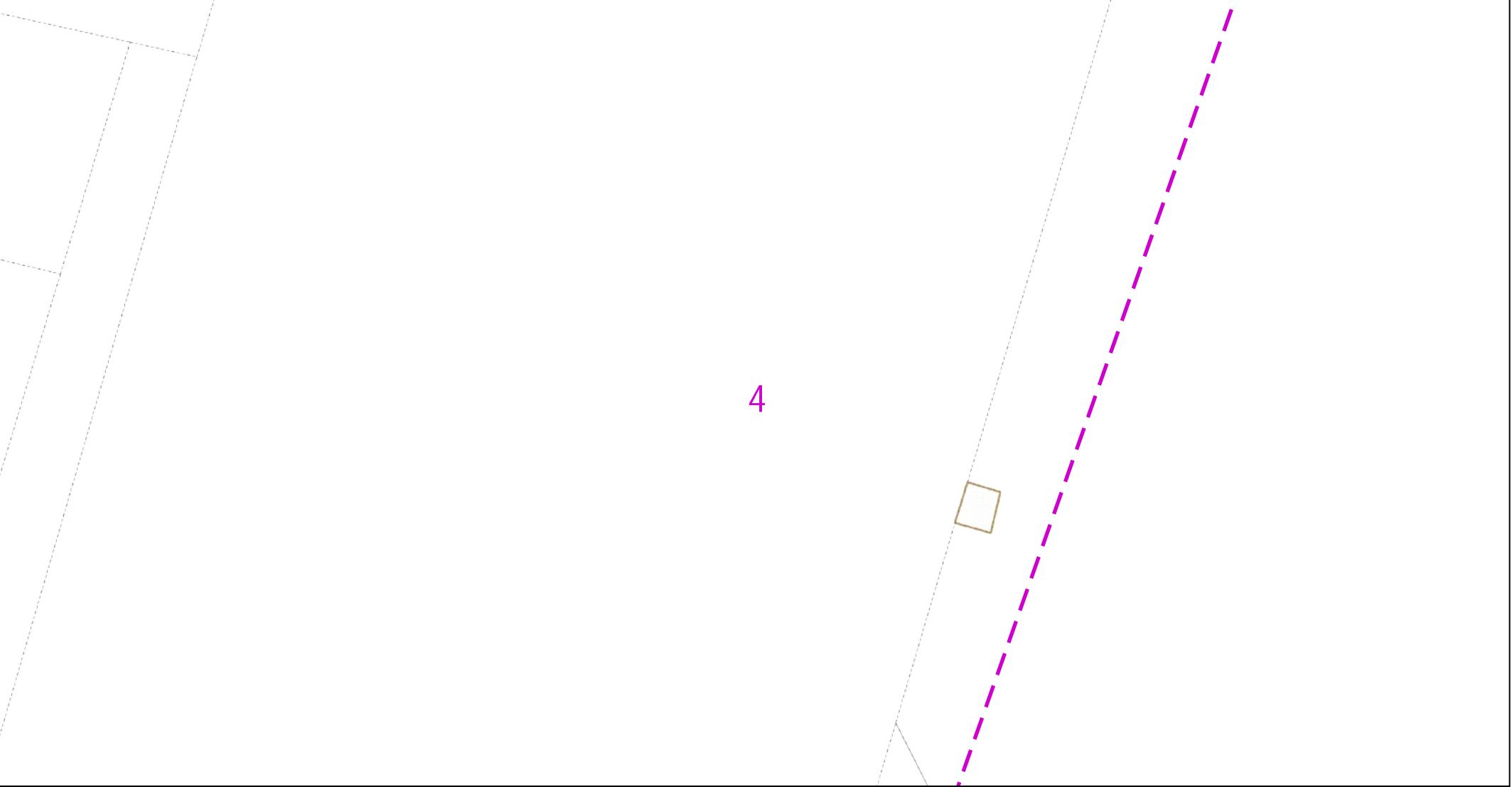


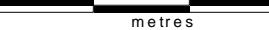
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0 12.5 25
 metres

Dig Sites Area:  Line: 

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Date Requested: 21/02/2025

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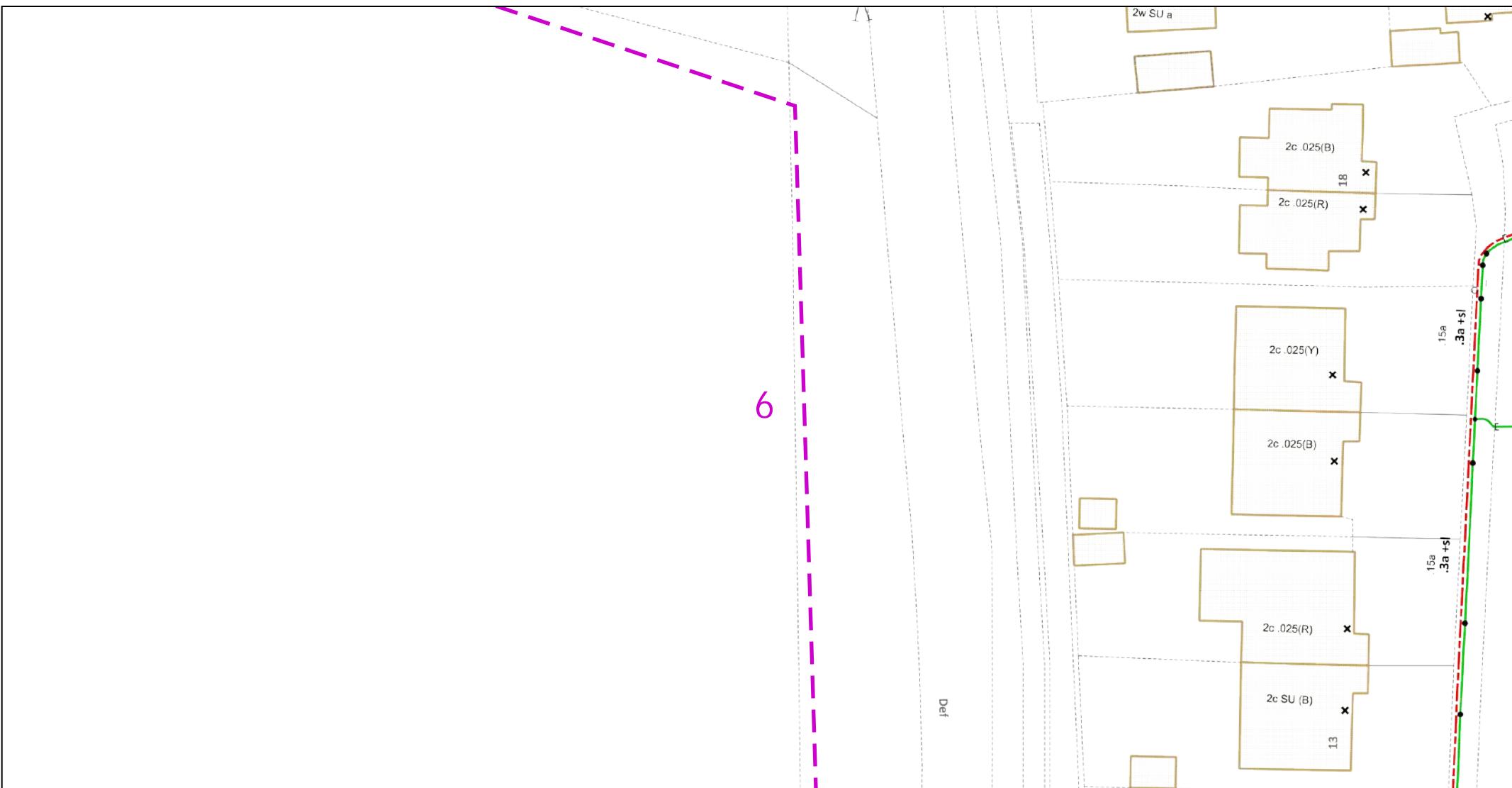


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0 12.5 25
metres

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Site Location: 521163 112979

Requested by: Mrs Alison McGuinness

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CD



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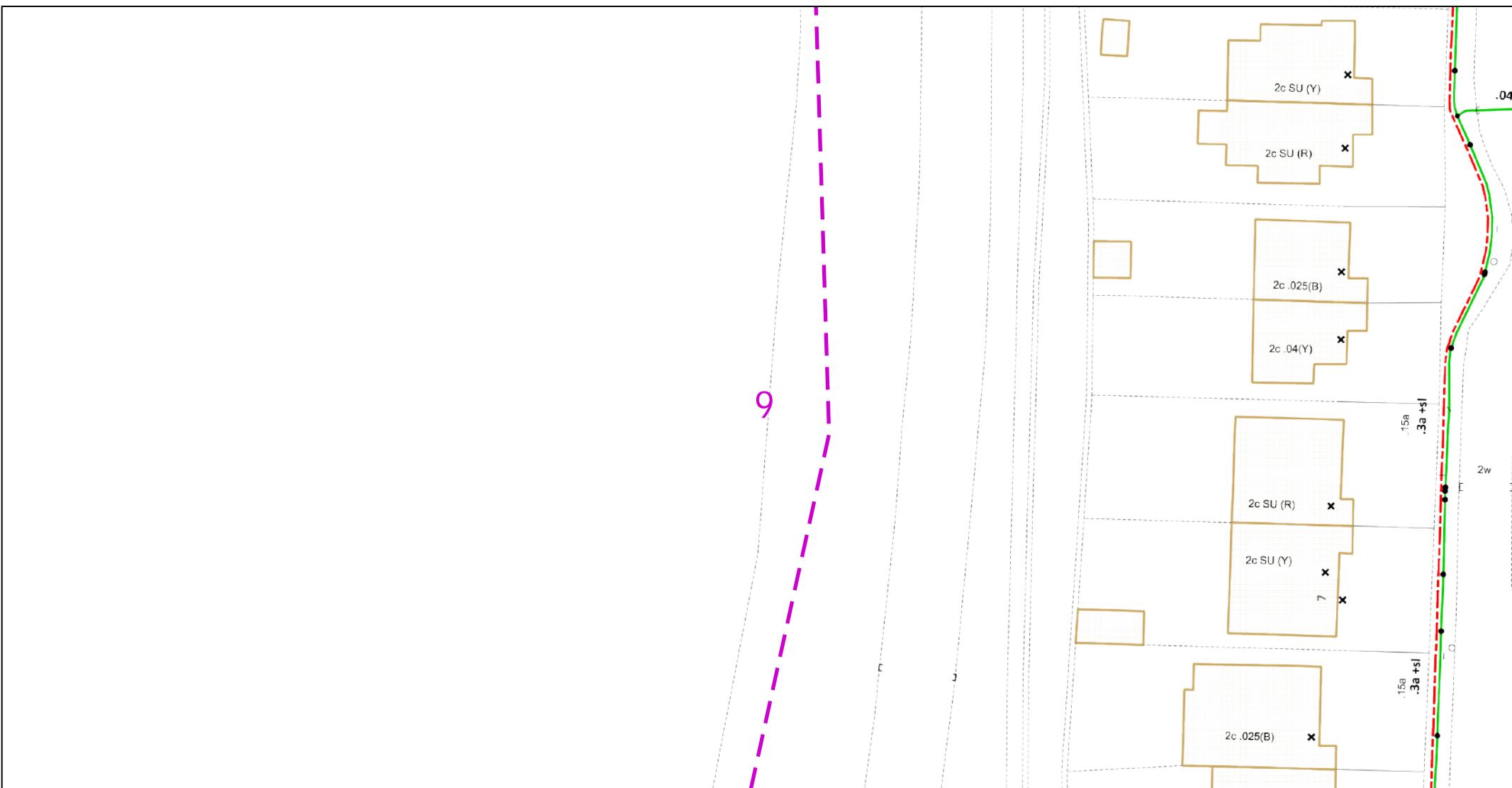


IF IN DOUBT - ASK! PHONE
0800 056 5866
EMERGENCY - If you damage a
cable or line
Phone 0800 783 8838 (24hrs)
URGENTLY



ALWAYS LOOK UP
BEFORE
YOU START WORK
Refer to HSE Guidance
note GS6

Maps produced at 1:2500 scale are Geo-Schematics which show LV mains cables and overhead lines (in some cases all voltages). Prior to carrying out excavations you must refer to the 1:500 records to determine the location of all known underground plant and equipment.



Dig Sites Area:  Line: 

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UK
Power
Networks

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3. It is essential that trial holes are carefully made avoiding the use of mechanical tools or picks until the exact location of all the cables have been determined.
4. It must be assumed that there is a service cable into each property, lamp column and street sign, etc.
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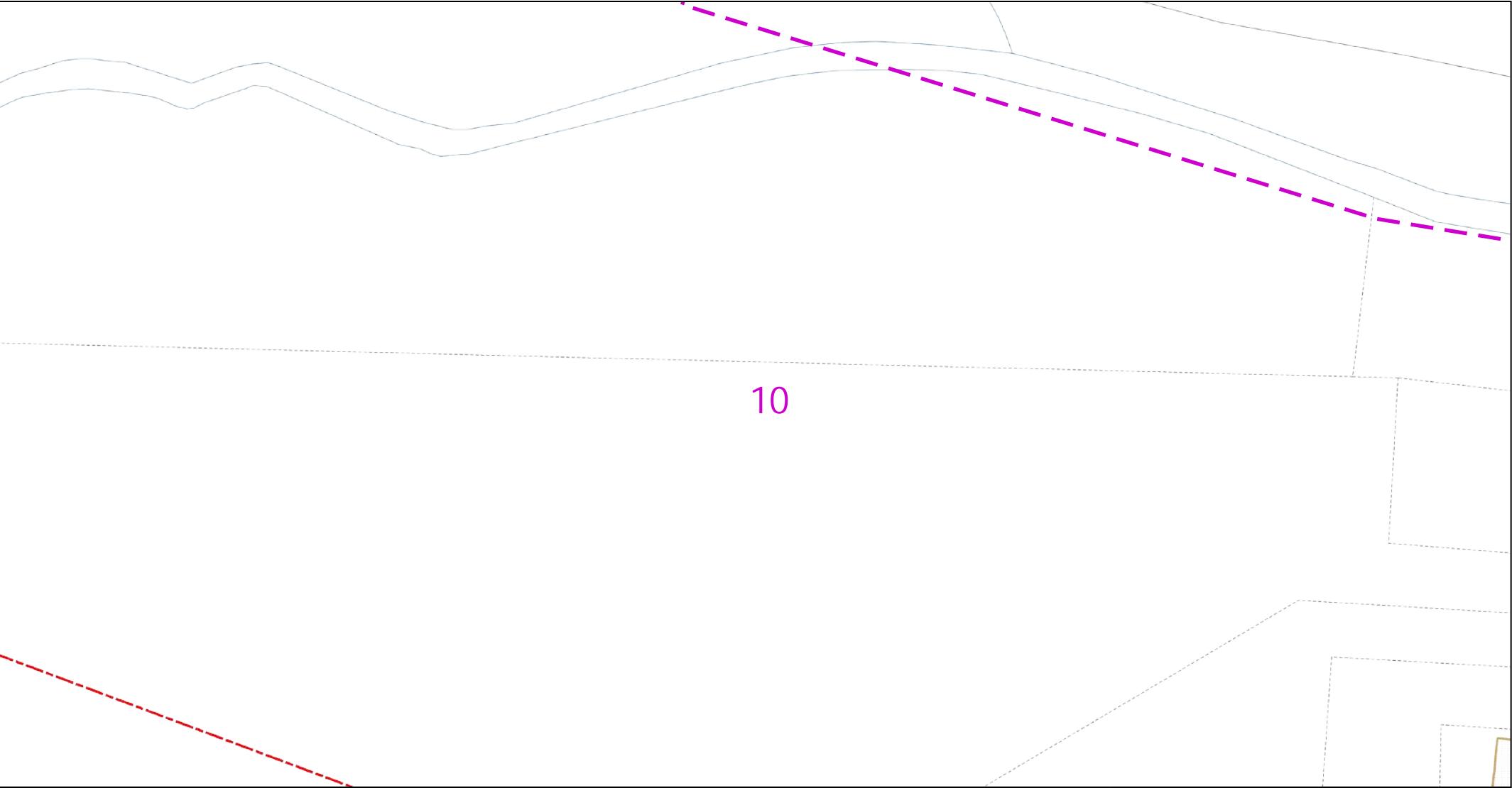
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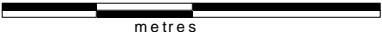
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0 12.5 25
 metres

Dig Sites Area:  Line: 

This plan must be used with the attached 'Symbols' document.

Date Requested: 21/02/2025

Job Reference: 36395714

Site Location: 521163 112979

Requested by: Mrs Alison McGuinness

Your Scheme/Reference:

129292

Scale: 1:500 (When plotted at A4)

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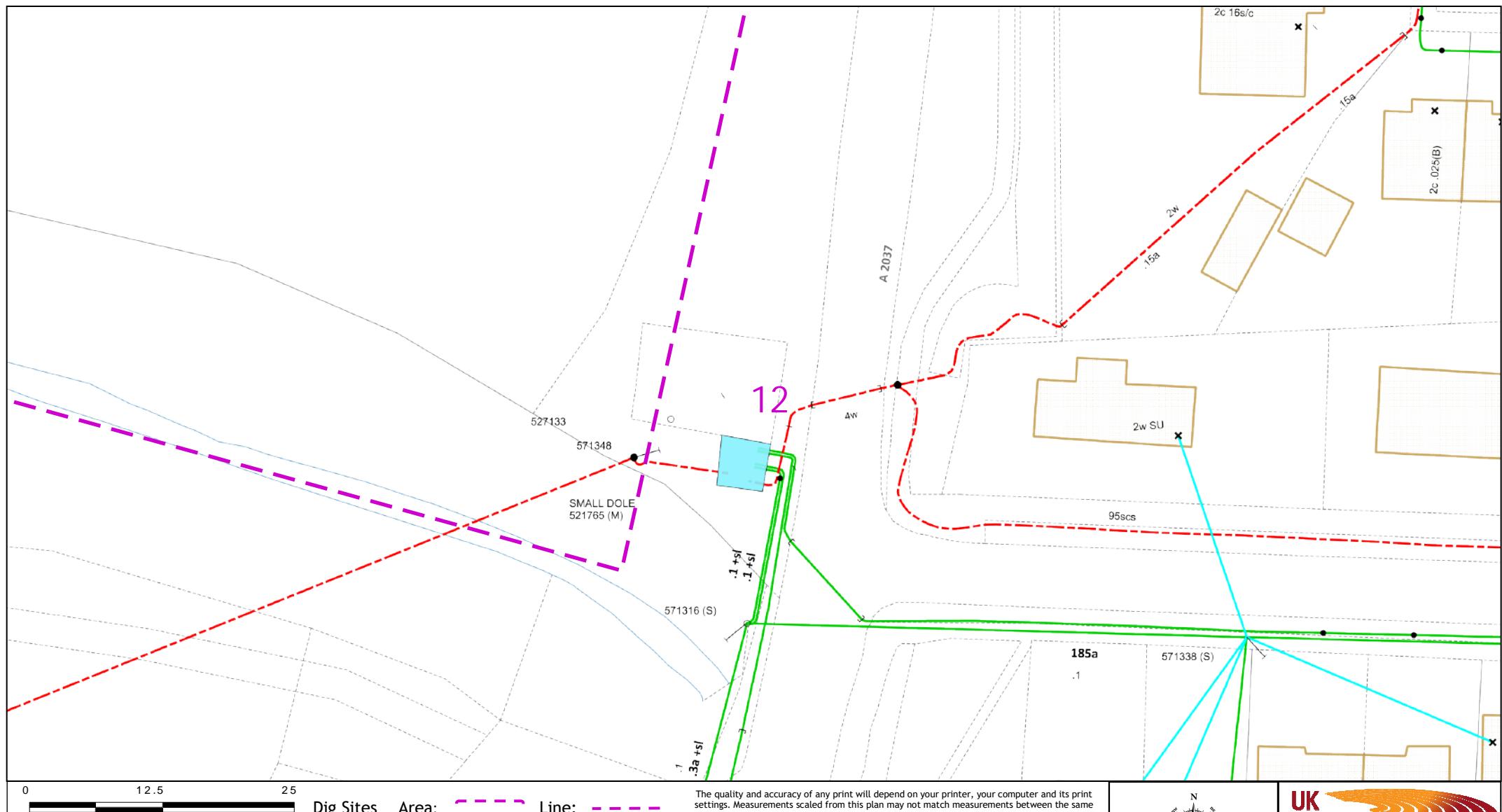


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Network Records

NetMAP Symbols

Booklet -

South East

England

Version 1.2

Released October 2010

Always check with your local Network Records office or the UK Power Networks server to ensure that you are using the most up to date copy of this booklet - Tel: 08000 565866

(i)

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2	The area covered by this guide.
3 <u>1:500 (& 1:1250) view</u>	
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4	Scenery (UK Power Networks use only).
7	Primary distribution line route (EHV).
8	Secondary distribution cables (HV/LV).
9	Secondary distribution cable terminology.
12	Cable ducts.
13	Poles.
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.....	Notes.
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30	Primary and secondary sites.

(ii)

Guidance notes.

Important notice:

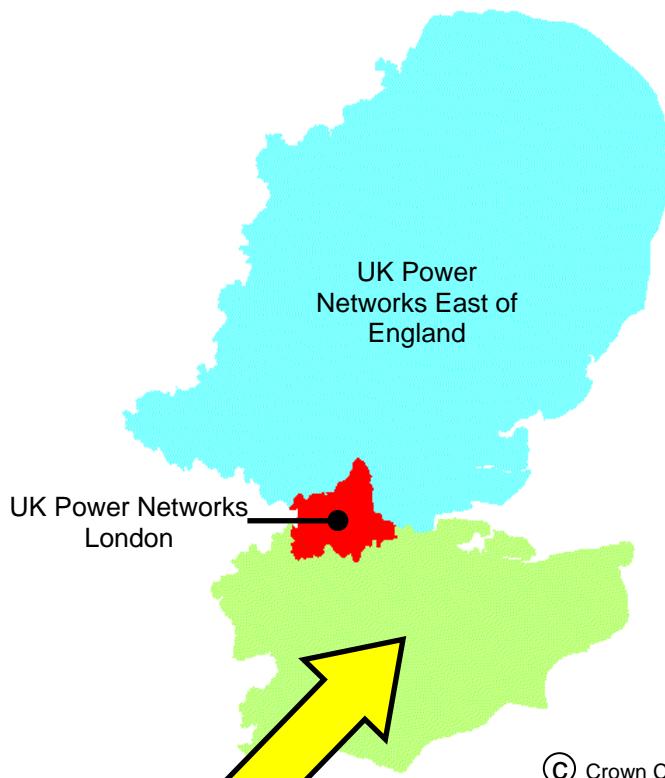
If you do not understand the NetMAP record that you are using, please contact the UK Power Networks Network Records team for guidance on
Tel: 08000 565866.

- The position of apparatus shown on NetMAP is believed to be correct, but the original landmarks may have altered since the apparatus was installed.
- It must be assumed that there is at least one service to each property, lamp column, street sign etc.
- Third party cables are not usually shown.
- When viewed in black and white, the line-style indicates the voltage.
- All LV cables are 4 core and all HV cables are 3 core – unless otherwise stated.
- All cables are copper – unless otherwise stated.



**Plan Provision Team
and CableWatch**
Fore Hamlet
Ipswich
Suffolk IP3 8AA
Tel: 08000 565866

The area covered by this guide:



**UK Power Networks
South East England.**
This is the only area
where this booklet
applies

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1:500 (& 1:1250) view

Scenery

NetMAP system	Description
_____	Secondary buildings and fence lines
_____	Building line
-----	Kerb line
_____	UK Power Networks / SPN licence boundary (not visible unless selected)

Scenery for UK Power Networks use only - boxed in red

NetMAP system	Description
	Area of inset network - not the asset of UK Power Networks (only visible to UK Power Networks and their immediate contractors)
	Proposed Cross Rail route (only visible to UK Power Networks and their immediate contractors)
	High pressure pipelines in the general vicinity (only visible to UK Power Networks and their immediate contractors)
<p>Note: Pipelines are only viewable on NetMAP by UK Power Networks staff and their immediate contractors. Do not carry out any excavation without consent from the relevant agency - legally protected high pressure petroleum products pipeline route in the general vicinity - consult www.linewatch.co.uk for contacts and guidance. Pipeline contact numbers can also be found on the intranet – out of hours, contact our Control Centre.</p>	
	Water - surface water (only visible to UK Power Networks and their immediate contractors)
	Water - Source Protection Zone 1 (only visible to UK Power Networks and their immediate contractors)
	Water - Source Protection Zone 2 (only visible to UK Power Networks and their immediate contractors)
	Water - Source Protection Zone 3 (only visible to UK Power Networks and their immediate contractors)
section continued on next page	

Scenery for UK Power Networks use only - boxed in red

NetMAP system	Description
	Historical - Scheduled Monuments (only visible to UK Power Networks and their immediate contractors)
	Historical - Parks and Gardens (only visible to UK Power Networks and their immediate contractors)
	Historical - Areas of Archaeological Potential (AAP) (only visible to UK Power Networks and their immediate contractors)
	Nature - Ramsar Wetlands of International Importance (only visible to UK Power Networks and their immediate contractors)
	Nature - Special Area of Conservation (SAC) (only visible to UK Power Networks and their immediate contractors)
	Nature - Special Protected Area (SPA) (only visible to UK Power Networks and their immediate contractors)
	Nature - Site of Special and Scientific Interest (SSSI) (only visible to UK Power Networks and their immediate contractors)
section continued on next page	

Scenery for UK Power Networks use only - boxed in red

NetMAP system	Description
	Nature - Local Nature Reserve (only visible to UK Power Networks and their immediate contractors)
	Nature - National Nature Reserve (only visible to UK Power Networks and their immediate contractors)
	Nature - Area of Outstanding Natural Beauty (AONB) (only visible to UK Power Networks and their immediate contractors)
	Nature - National Park (only visible to UK Power Networks and their immediate contractors)
	Fluid filled cables - very high sensitivity (only visible to UK Power Networks and their immediate contractors)
	Fluid filled cables - high sensitivity (only visible to UK Power Networks and their immediate contractors)
	Fluid filled cables - medium sensitivity (only visible to UK Power Networks and their immediate contractors)
	Fluid filled cables - low sensitivity (only visible to UK Power Networks and their immediate contractors)

Primary distribution line route (1:500 view)

NetMAP system	Description
	275–400kV National Grid route
	132kV cable route
	33kV cable route
Approximate routes only – see separate record	

Secondary distribution cables (1:500 view)

NetMAP system	Description
	11kV underground cable
	11kV overhead line
	6.6kV underground cable
	6.6kV overhead line
	<6.6kV underground cable
	<6.6kV overhead line
	LV underground cable
	LV overhead line
	Pilot
	2c SU pl
	Service overhead line
	Service underground
	Logical service connection

Secondary distribution cable terminology (1:500 view)

HV underground

sta (no text)	PILCSTA (paper insulated lead covered steel tape armour) PILCSWA (paper insulated lead covered steel wire armour)
XLPE	XLPE (cross linked polyethylene) insulation
bcs	CAS (corrugated aluminium sheath) belted construction
scs	CAS (corrugated aluminium sheath) with screened cores
ua	PILC (paper insulated lead covered) unarmoured
c/c	Concentric cores
Poly	Poly (polyethylene) insulation
BOTES of 33 kV design	BOTES – Board of Trade earth screen Oil filled Constructed to 33 kV specification
ax	Triplex with aluminium conductor
cx	Triplex with copper conductor

HV overhead

(no text)	Bare open wire
pvc	Open wire PVC covered
cat	ABC (aerial bundled or bunched conductor) with supporting strain wire
+ew	Open wire with extra earth conductor
ccc	Compact covered conductor

Overhead line materials

sca	Steel cored aluminium
cc	Cadmium copper
st	Steel
sil	Simalec
ccs	Copper covered steel
cpl	Compactal

section continued on next page

Secondary distribution cable terminology continued

(1:500 view)

LV underground mains and services

W	Waveform
We	Waveform with separate earth wire
H	Hybrid – copper neutral with aluminium phase conductor
He	Hybrid with separate earth wire
ua	PILC (paper insulated lead covered) unarmoured
(no text)	PILC (paper insulated lead covered) with/without armour
XLPE	XLPE (cross linked polyethylene) insulation
DISTR	PISTA (paper insulated steel tape armour) 4c SAC (solid aluminium core) with lead covered neutral
c/c	Concentric cores
s/c	Split concentric with separated neutral and earth wires
CONSAC	Paper insulated aluminium sheathed 3 core with solid aluminium cores
vb	Vulcanised bitumen/rubber insulation
Capothene	Capothene core insulation
tby	Tape braid and yarn
swa	PILSWA (paper insulated lead steel wire armour)
sac	PILSTA (paper insulated steel tape armour) solid aluminium core
Solidal	4 sector SAC with solid aluminium cores
LSF	Low smoke and fume (orange cable)
Trough	Cable laid in filled trough

LV overhead mains and services

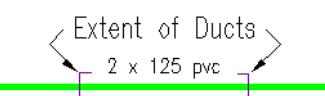
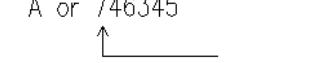
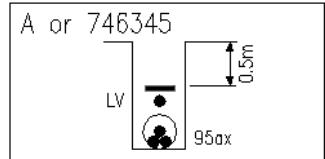
(no text)	Bare open wire
ABC	Aerial bundled (or bunched) conductor
cat	ABC (aerial bundled or bunched conductor) with supporting strain wire
pvc	PVC covered open wire
c/c	Concentric cores
H	Hybrid – copper neutral with aluminium phase conductor
ue	Under eaves – hessian covered lead cable
vir	Vulcanised India rubber insulation

section continued on next page

Secondary distribution cable terminology continued (1:500 view)

Various annotation	
.1	Cable size (sq. inches)
185	Cable size (sq. millimetres)
a	Aluminium
ITC	Instrument traced cable or ITC - cable traced electronically using Cable Avoidance Tool (CAT) or similar

Cable ducts (1:500 view)

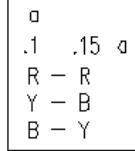
NetMAP system	Description
	Duct 2 way
	Duct 1 way (no text)
	Spare duct
	Cross section arrow
	Cross section showing: duct, tile depth, tile, single LV cable and HV Triplex cable

Duct materials

(no text)	Earthenware
pvc	PVC
st	Steel
asb	Asbestos
fbr	Fibre
wi	Iron
cp	Concrete pipe
t/e	Trenchless excavation

Poles (1:500 view)	
NetMAP system	Description
(S) 999999	Section pole Pole number (unique)
●	Single leg
●●	H pole
●●●	3 member
●●●●	4 member
●●●●	Strut
—	Pole support (stay)
●●—●—●	Flying stay
■■■■■■	Tower 33kV to 400kV

EHV, HV and LV sites (1:500 view)	
NetMAP system	Description
Note: EHV and HV sites are identified by a unique 6 digit number (SPENS)	
□	SITE NAME 33/11kV 003432
●	SITE NAME pmt 525123
□	SITE NAME 523445
—	2 way link box
—	4 way link box
□	Link box without busbar
—	(options similar to 1:2500 view) LV distribution pillar
○	Voltage regulator
○	Voltage balancer
—//	Open point
—X—	Open point – out of phase
●//	Overhead open point
Note: For LV linking, use the 1:2500 view	

Joints (1:500 view)	
NetMAP system	Description
	Straight (same for HV)
	Pot end (same for HV)
	Branch (same for HV)
	Sleeve repair
	Capped end
	Service to LV main
	Under eaves service
	Jointing phase drawing

Street furniture (1:500 view)	
NetMAP system	Description
	Pole mounted street light
	Street light
	Zebra crossing
	Road sign
	Bollard
	Pelican crossing
	Traffic controller
	Advertising sign
	Amplifier station
	Control cubicle
	<u>Text displayed/description</u>
	Pay and display
	Bus shelter
	TBS
	Kiosk
	Water meter
	PL pillar
	TCB
	Unknown

Miscellaneous (1:500 view)	
NetMAP system	Description
	Underground chamber or draw pit
	Earth conductor
	Earth pin
	Height marker
	Depth marker
	Supply point
	Missing data in or near this location
	Contaminated land reference Contaminated Land refer to SHE 01 016

Connectivity (1:500 view)	
NetMAP system	Description
	Edge node
	Node
	Connector
	Pole termination (nothing visible unless selected)
Edge nodes, nodes, connectors and pole termination joints may not appear on screen unless turned on and selected.	

Abbreviations (1:500 view)	
NetMAP system	Description
NR	No record
SU	Size unknown
AB	Abandoned
(M)	PME available
V05	Year LV linking verified
MS	Milestone
MP	Marker post
pmt	Pole mounted transformer
pl	Public lighting
TBS	Temporary builder's supply
TCB	Telephone call box
CET	Cable electronically traced
IT	Instrument traced (same as CET)
CAT	Cable avoidance tool (same as CET)
+sl	Street lighting
+sw	Switch wire
2c	2 core
PESL	Public Electricity Supply License
Added	Supplied by SPN
Excluded	Not supplied by SPN
IIP	Assumed open point
VSxxxx	Vacant site
CB	Callender box

Cable phasing (1:500 view)			
<u>Old core colours</u>	<u>Shown on map</u>	<u>New core colours</u>	
Neutral	Neutral	Neutral	Blue
Red	R	L1	Brown
Yellow	Y	L2	Black
Blue	B	L3	Grey

Note:- Scott is a different phasing system

Operational status colours (1:500 view)

PROPOSAL	Symbols and cables appear in ORANGE
OUT OF SERVICE	Cable and joints appear in BLACK
ABANDONED	Cables and joints appear in GREY

1:2500 view - for UK Power Networks use only - boxed red

Notes

1. No underground HV cables are shown on the 1:2500 view
2. Poles and joint details are similar to the 1:500 view
3. For cable/line information refer to the 1:500 view

Primary distribution line route (1:2500 view)

NetMAP system	Description
	275–400kV National Grid route
	132kV cable route
	33kV cable route

Secondary distribution cables (1:2500 view)

NetMAP system	Description
	11kV overhead line
	6.6kV overhead line
	<6.6kV overhead line
	LV underground cable
	LV overhead line

Primary and secondary sites (1:2500 view)

NetMAP system	Description
Note: EHV and HV sites are identified by a unique 6 digit number (SPENS)	
 SITE NAME 521232	Ground mounted substation showing capacity, phase, name and SPENS number
 SITE NAME pmt 522154	Pole mounted substation showing capacity, phase, name and SPENS number
SITE NAME 008590	Primary substation showing name and SPENS number (no site shown)
	2 way link box
	4 way link box
4Jxxxx	Link box identifier
	4 way link box without busbar
	6 way link box without busbar
	8 way link box without busbar

section continued on next page

Primary and secondary sites continued (1:2500 view)

NetMAP system	Description
	LV distribution pillar
	Voltage regulator
	Voltage balancer
	Open point
	Open point - out of phase
	Earth pin

Switch types (1:2500 view)

NetMAP system	Description
ABSD	Air brake switch disconnector
A/R	Auto recloser
A/S	Sectionaliser
FUSE	Fuse
S/D	Surge diverter
PF	Pathfinder
ASL	Automatic sectionalising links
PMR	Pole mounted recloser
PMS	Pole mounted sectionaliser
GVR	Gas vacuum recloser

1:10000 view - for UK Power Networks use only - boxed red

Notes

1. No EHV cables/overhead lines shown on 1:10000 view.
2. For congested areas print at 1:5000.
3. HV site used instead of branch joint on 1:10000 for connectivity purposes. The site is not displayed until it is selected.

Secondary distribution cables (1:10000 view)

NetMAP system	Description
Red line	11kV underground cable
Blue line	6.6kV underground cable
Brown line	<6.6kV underground cable
Red dashed line	11kV overhead line
Blue dashed line	6.6kV overhead line
Brown dashed line	<6.6kV overhead line

Primary and secondary sites (1:10000 view)

NetMAP system	Description
Note: EHV and HV sites are identified by a unique 6 digit number (SPENS)	
SITE NAME 008590	<input checked="" type="checkbox"/> Primary substation showing name and SPENS number
SITE NAME 521234	<input checked="" type="checkbox"/> 11kV ground mounted substation showing name and SPENS number
SITE NAME 524514	<input checked="" type="checkbox"/> 6.6kV ground mounted substation showing name and SPENS number
SITE NAME 523634	<input type="checkbox"/> <6.6kV ground mounted substation showing name and SPENS number
SITE NAME pmt 527522	<input checked="" type="checkbox"/> 11kV pole mounted substation showing name and SPENS number
SITE NAME pmt 525743	<input checked="" type="checkbox"/> 6.6kV pole mounted substation showing name and SPENS number
SITE NAME pmt 526543	<input type="checkbox"/> <6.6kV pole mounted substation showing name and SPENS number
SITE NAME 527238	<input type="checkbox"/> Pole mounted switching substation showing name and SPENS number

APPENDIX E: WATER SUPPLY ASSET RECORDS AND COMMUNICATIONS



(c) Crown copyright and database rights 2025 Ordnance Survey AC0000808122

Date: 21/02/25

Scale: 1:1250

Map Centre: 521266,113135

Data updated: 21/01/25

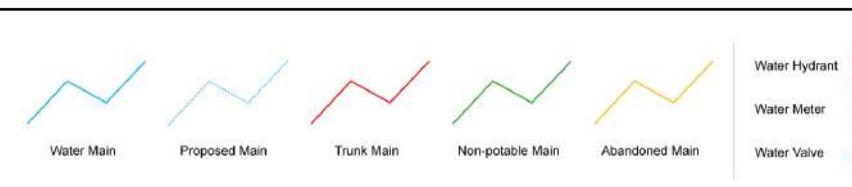
Our Ref: 1697113 - 2

Clean Water Plan A2
Powered by digdat

The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site. This plan is produced by Southern Water Services Ltd (c) Crown copyright and database rights 2025 Ordnance Survey AC0000808122. This map is to be used for the purposes of viewing the location of Southern Water plant only. Any other uses of the map data or further copies is not permitted.

WARNING: BAC pipes are constructed of Bonded Asbestos Cement.

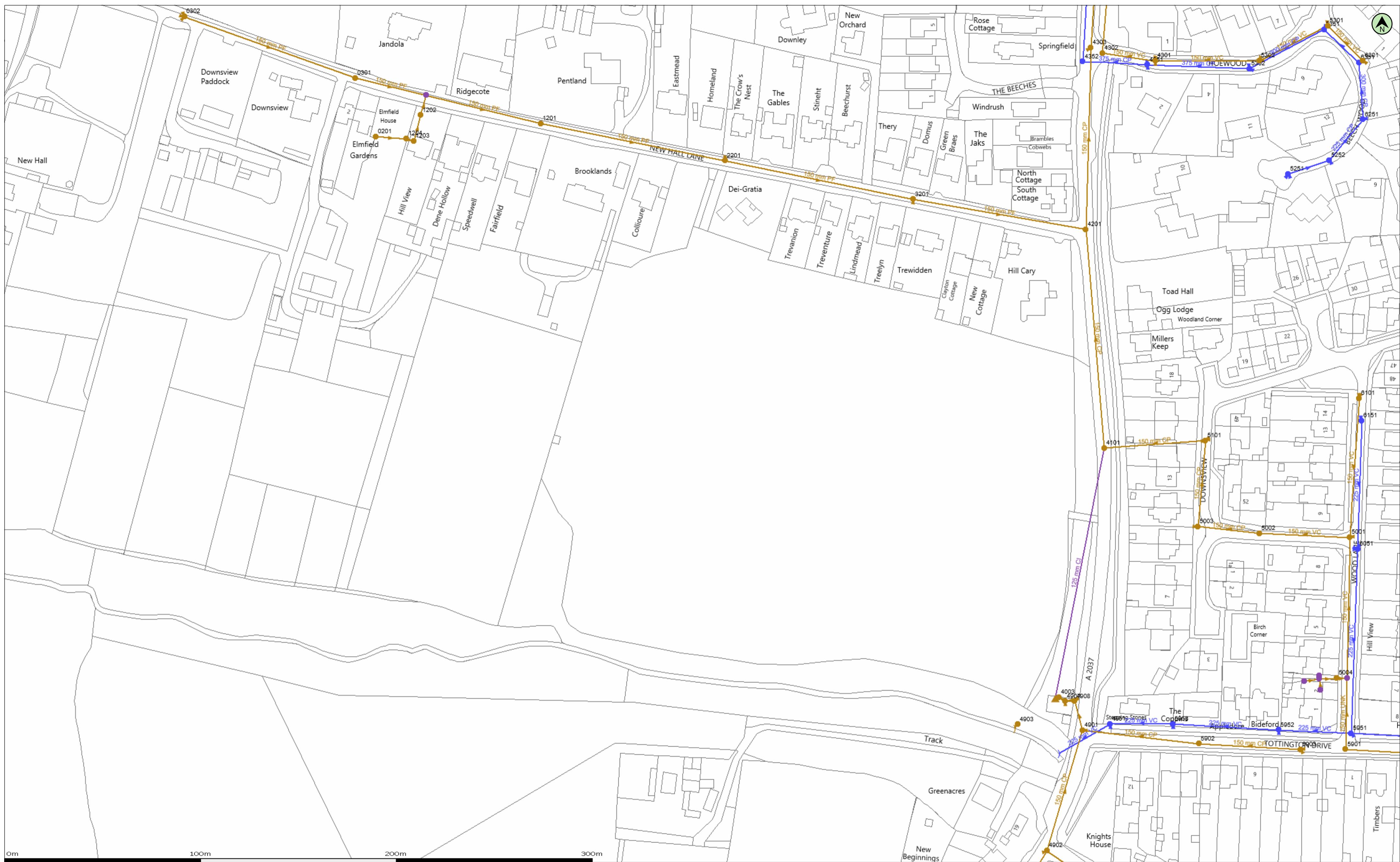
WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement.



alison.mcguinness@groundengineering.co.uk
Small Dole



APPENDIX F: FOUL DRAINAGE ASSET RECORDS AND COMMUNICATIONS



(c) Crown copyright and database rights 2025 Ordnance Survey AC0000808122

Date: 21/02/25

Scale: 1:1250

Map Centre: 521266,113135

Data updated: 21/01/25

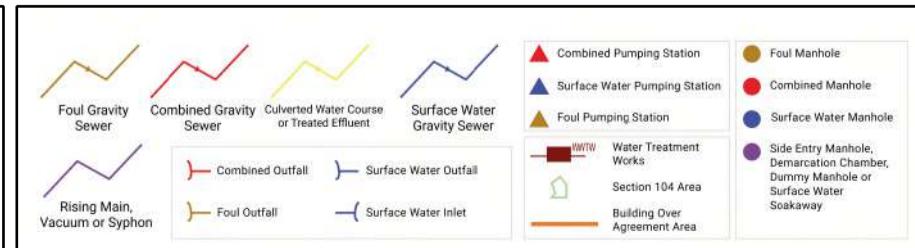
Our Ref: 1697113 - 3

Wastewater Plan A2
Powered by digdat

The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site. This plan is produced by Southern Water Services Ltd (c) Crown copyright and database rights 2025 Ordnance Survey AC0000808122. This map is to be used for the purposes of viewing the location of Southern Water plant only. Any other uses of the map data or further copies is not permitted.

WARNING: BAC pipes are constructed of Bonded Asbestos Cement.

WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement.



alison.mcguinness@groundengineering.co.uk

Small Dole





from
Southern Water 

Ola Bidas
Wates Developments Limited
Whitefirars, Lewins Mead
Bristol
BS1 2NT

Your ref
19667

Our ref
DSA000042009

Date
25 March 2025

Contact
Tel 0330 303 0119

Dear Miss Bidas,

Level 1 Capacity Check Enquiry: Land West of Shoreham Road, Small Dole, Henfield, BN5 9YH

We have completed the capacity check for the above development site and the results are as follows:

Foul Water

The enquiry has been reassessed to determine the capacity available for 6.0 l/s at manhole reference TQ21134101 (Grid Reference: 521471, 113128).

There is currently adequate capacity in the local sewerage network to accommodate a foul flow of 6.0 l/s for the above development at manhole reference TQ21134101. Southern Water will not permit a surface water connection into the foul network. Please refer to our surface water management policy.

Please note, the assessment that has been undertaken using an assumed flow/pump rate of 6.0 l/s. This has been calculated using Southern Water's modelling specifications.

Connecting to our network

It should be noted that this information is only a hydraulic assessment of the existing sewerage network and does not grant approval for a connection to the public sewerage system. A formal Sewer Connection (S106) application is required to be completed and approved by Southern Water Services. To make an application visit: developerservices.southernwater.co.uk

Please note the information provided above does not grant approval for any designs/drawings submitted for the capacity analysis. The results quoted above are only valid for 12 months from the date of issue of this letter.



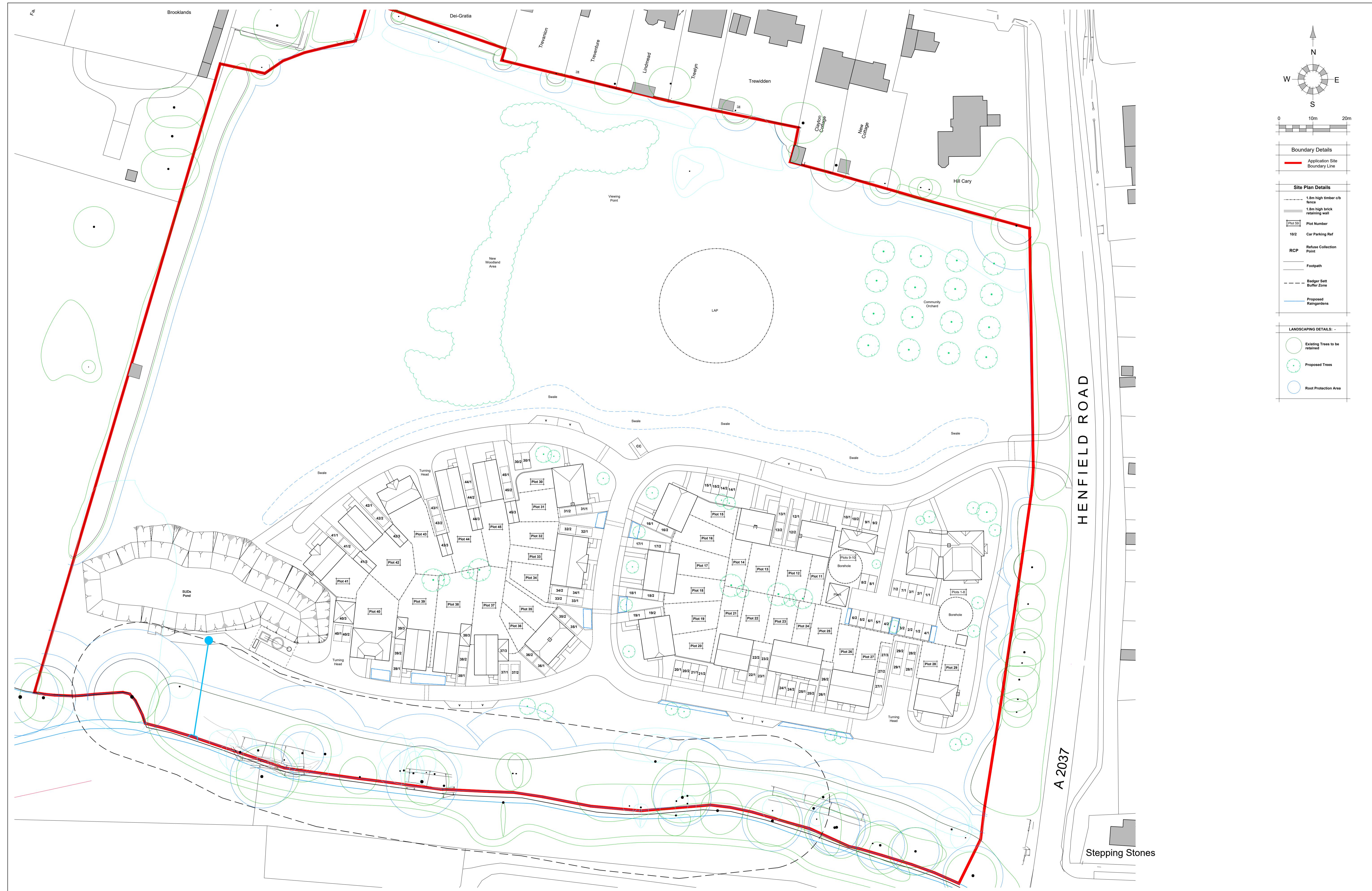
Please get in touch via the Get Connected customer dashboard if you have any queries.

Yours sincerely,

Future Growth Planning Team
Developer Services

southernwater.co.uk/developing-building/planning-your-development

APPENDIX G: SURFACE WATER DISCHARGE PLAN



Planning

REV: A	DATE: 17.12.24	REVISIONS: Changed to client's comments	BY: RPO	REV: DATE: 26.01.25	REVISIONS: Suds added plots moved	BY: RPO	REV: DATE:	REVISIONS:	BY: RPO	REV: DATE:	REVISIONS:	BY: STATUS:	CLIENT: Wates Developments	PROJECT: Shoreham Road, Small Dole, BN5 9YH	OSP
B													SCALE: 1:500 (A1 ORIGINAL)	DRAWING: Indicative Site Plan	
													DRAWN: RPO DATE: 17.01.24	23088	P101 B

APPENDIX H: TELECOMMUNICATION ASSET RECORDS AND COMMUNICATIONS

Maps on Demand Plant Information Reply



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.



openreach

CLICK BEFORE YOU DIG

FOR PROFESSIONAL FREE ON SITE ASSISTANCE PRIOR TO COMMENCEMENT OF EXCAVATION WORKS INCLUDING LOCATE AND MARKING SERVICE

email cbyd@openreach.co.uk

ADVANCE NOTICE REQUIRED
(Office hours: Monday - Friday 08.00 to 17.00)
www.openreach.co.uk/cbyd

Accidents happen

If you do damage any Openreach equipment please let us know by calling 0800 023 2023 (opt 1 + opt 1) and we can get it fixed ASAP

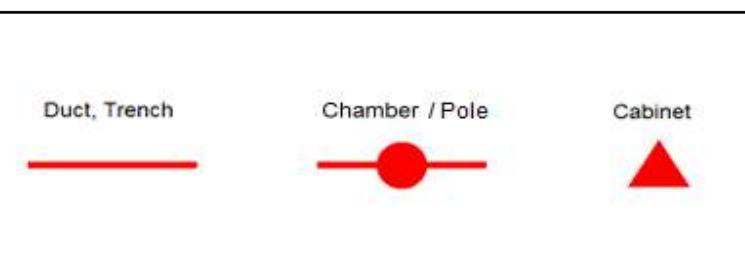
KEY TO BT SYMBOLS		Change Of State	+	Hatchings
PCP				
Pole				
Box				
Manhole				
Cabinet				
Other proposed plant is shown using dashed lines. BT Symbols not listed above may be disregarded. Existing BT Plant may not be recorded. Information valid at time of preparation. Maps are only valid for 90 days after the date of publication.				
Pending Add		In Place	Pending Remove	Not In Use
Power Cable				
Power Duct				N/A

BT Ref : KTN13235F
 Map Reference : (centre) TQ2126613135
 Easting/Northing : (centre) 521266,113135
 Scale : 1:500
 Issued : 21/02/2025 13:23:53

WARNING: IF PLANNED WORKS FALL INSIDE HATCHED AREA IT IS ESSENTIAL BEFORE PROCEEDING THAT YOU CONTACT THE NATIONAL NOTICE HANDLING CENTRE. PLEASE SEND E-MAIL TO: nnhc@openreach.co.uk



Important Information - please read. The purpose of this plan is to identify Virgin Media apparatus. We have tried to make it as accurate as possible but we cannot warrant its accuracy. In addition, we caution that within Virgin Media apparatus there may be instances where mains voltage power cables have been placed inside green, rather than black ducting. Further details can be found using the 'Affected Postcodes.pdf' which can be downloaded from this website. Therefore, you must not rely solely on this plan if you are carrying out any excavation or other works in the vicinity of Virgin Media apparatus. The actual position of any underground service must be verified by cable detection equipment, etc. and established on site before any mechanical plant is used. Accordingly, unless it is due to the negligence of Virgin Media, its employees or agents, Virgin Media will not have any liability for any omissions or inaccuracies in the plan or for any loss or damage caused or arising from the use of and/or any reliance on this plan. This plan is produced by Virgin Media Limited (c) Crown copyright and database rights 2025 Ordnance Survey AC0000818557.



alison.mcguinness@groundengineering.co.uk
Small Dole



APPENDIX I: GTC QUOTES



GTC Ref: West/34151594/488476

GTC Contact: Jack Foster

07720 064377 / jack.foster@gtc-uk.co.uk

01359 240154 / sales@gtc-uk.co.uk

25 April 2025

Electric, Fibre, Water and Gas Quotation

Shoreham Road, Small Dole, HENFIELD, West Sussex, BN5 9YH

Prepared for Wates Group Limited (c/o JNP Group)



1.0 INTRODUCTION

Summary of Offer

Following your request for a utility networks quotation for the development at Shoreham Road, Small Dole, HENFIELD, West Sussex, BN5 9YH GTC has developed a detailed costing for a bespoke network to meet your requirements. GTC's offer is inclusive of Electric, Fibre, Water and Gas infrastructure based on the terms of offer set out in this quotation and GTC's Standard Developer Terms and Conditions (GU-COB-TC-0001).

Breakdown of Offer

On-site works	
You pay GTC	£44,073.35
Off-Site Works	
You pay GTC	£34,932.16
Upstream Network Operator Costs	
Gas:	£0.00
Electricity:	£840.00
Water:	£28,383.24
Total	
You pay GTC	£108,228.75



2.0 GTC ADDED VALUE



Fibre

Fibre Rebate Information

GTC's offer above is inclusive of a fibre rebate of **£375.00 per plot** (£100 of which is conditional upon you pre-wiring the plot to enable the resident to receive Sky Q television services, via satellite dish, in accordance with the enclosed Sky Approved Developer Terms). This rebate has been deducted upfront from the on-site total giving the advantage of no administration burden for you to claim the individual plot rebates as they are connected.

Additional Fibre Network Value to Help with Comparison to Other Provider's Quotes

In addition to the rebate, this offer is based on GTC's innovative fibre installation method which means you will no longer have the cost or hassle of building the full duct and chamber network. Instead, GTC will install the duct network with the other utilities and free issue preformed chambers to be installed by you. GTC estimates that this gives a further construction cost saving to JNP Group of £515.00 per plot which you may need to take in to account when comparing to other quotes.

Estimated Value to Wates Group Limited of Construction Costs Saved	
45 plots with £515.00 per plot saving	£23,175.00



Water and Wastewater

Infrastructure Charge and Income Offset Credits

Infrastructure Charges and Income Offset Credits are a pass through from the incumbent water and wastewater company which are subject to annual review by the incumbent and approval by Ofwat. Following an Ofwat consultation, Income Offset Credits will cease from April 2025. As these charges and payments change over the duration of your development, it can provide uncertainty on the costs included within the original quotation. GTC has therefore excluded these charges and will apply the approved and published Infrastructure Charge and Income Offset published by the incumbent water company as the plots on your development are connected. The values shown below are the default values given by the incumbent for the current charging period.

Charges and Credits	Per Plot	Site Total
Water Infrastructure Charge:	£645.00	£29,025.00
Water Income Offset Credit:	£0.00	£0.00
Net Infrastructure Charge:	£645.00	£29,025.00

GTC will apply for any discounts to infrastructure charges offered by incumbent water or wastewater companies subject to you or subsequent housebuilder providing evidence that the specific conditions for any discount has been achieved.

Based on the current values, the total cost for your development is shown below.

Provisional Total Project Cost	
GTC Quotation and Net Infrastructure Charge (at current rates):	£137,253.75

Charges Often Levied by the Water Company Included in GTC's Standard Offer



GTC's water offer is an all-inclusive offer based on the terms set out in this quotation. This offer also includes the items below that can often be excluded by others resulting in unforeseen additional costs. For comparison purposes, please check that these are also included in the offers from other providers.

Description	Included in GTC's Offer
Supply and Fit of Meter	Yes
Service connection to boundary box / manifold	Yes
Chlorination and testing	Yes
Design Fees / Deposits / Vetting	Yes
Inspections	Yes
Additional Visits	Yes



3.0 PLOT TYPE DETAILS

Schedule of Domestic Plots

Property Type	1BF	2BF	2BS	2BT	3BS	4BD	4BS	Total
Electricity	6	4	10	2	13	9	1	45
Fibre	6	4	10	2	13	9	1	45
Water	6	4	10	2	13	9	1	45
Gas	6	4	10	2	13	9	1	45

Schedule of Disturbing Loads

Description	Qty	Starting Current (A)	Maximum Power Rating (kVA)	Total (kVA)
Landlord (three phase)	1	0.00	5	5
Pumping Station (three phase)	1	46.00	10	10

4.0 TERMS OF OFFER

Validity Period

This quotation is subject to the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001) and is valid until 23 June 2025. If there is any conflict between the provisions of this quotation and the provisions of the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001), the provisions of this quotation will take precedence.

Lead Times

This quotation is based on a minimum lead time of 6 weeks from the date upon which you accept this quotation in accordance with paragraph 6 and provide all information requested by us in relation to the scheduling of the onsite network installation. The lead time to energise the electricity network is a minimum of 10 weeks from the date upon which you accept this quotation in accordance with paragraph 6. The lead time to provide a live working fibre connection is a minimum of 20 weeks from acceptance of our quotation in accordance with paragraph 6. GTC's construction lead time for water is a minimum of 22 weeks following acceptance, this lead time includes the Ofwat timescales for granting GTC a NAV licence for this development. The construction lead time may be able to be reduced if the incumbent water deems the site status as unserved. No plot connections can be made until the NAV licence has been approved and completed.



Electric Terms

POINT OF CONNECTION

GTC has been offered a low voltage (LV) point of connection (PoC) from UKPN Southern. This PoC offer from UKPN Southern is valid until 29 August 2025.

GTC has calculated the total load for the site to be 79kVA.

OFF-SITE WORK

This quotation includes the excavation and reinstatement costs which will be carried out by GTC outside of the site boundary. GTC has allowed for 118m of off-site work (118m verge.). For your information and to avoid any confusion, GTC has highlighted these works on the enclosed drawing 34151594-E-2 markup.



GTC's quotation is based on Traffic Signs Manual Chapter 8 standard traffic management costs (excluding lane closures and/or lane rental charges) in a traditional open cut trench to NJUG requirements. The actual off-site costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC.

Henfield Road has been identified as traffic sensitive and may be subject to restricted working hours or manual control of traffic management. GTC advise budgeting a provisional sum of £4,660.10. This cost has not been included within our quote.

GTC has assumed that the off-site cable lengths will be achievable based on a desktop study. Following a detailed off-site analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has identified that Henfield Road is under a Lane Rental Scheme. GTC advise budgeting a provisional sum of £12,500.00. This cost has not been included within our quote. The actual offsite costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC when requirements can be confirmed with the local authority.

We estimate the duration of this works will take 5 working days at the location that is subject to a Lane Rental scheme.

GTC has assumed that the offsite cable lengths will be achievable based on a desktop study. Following a detailed offsite analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has assumed that all cable routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

The Developer shall be responsible for all on-site excavation and reinstatement.

GTC has assumed all mains and services feeding 45 plots will be in trenches pre-excavated by the Developer.

Diversionary or abandonment works may be required and are excluded from GTC's quote. The details can be obtained by contacting the upstream distribution network operators.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths. This quote does not include ducting as this is the responsibility of the Developer to install suitable ducts and jointing pits at the Developers cost to GTC specifications.

GTC's quote is based on 45 Plots having gas heating.

GTC's quote is based on meter positions for the houses to be external on the front elevation of each property. Where internal meters are to be fitted, the Developer will be responsible for establishing a metering location in accordance with GTC standards GE-TGI-IG-0015, details of which will need to be confirmed by the Developer upon acceptance of GTC's quotation.



GTC has assumed the electrical intake and meter positions for 8 flats in 1 MSDB, will be in a single centralised location in a communal meter room on the ground floor. GTC will provide LS0H cable to connect from the Multi Service Distribution Board (MDSB) situated on the ground floor to each individual cut-out. The Developer must provide an unrestricted access route to the intake position and provide suitable space and clearances for GTC's apparatus to be installed and operated in accordance with GTC standards.

NON-DOMESTIC LOAD ASSUMPTIONS

GTC has assumed 1 three phase Landlord supply at 5kVA kVA each.

GTC has assumed a total of 1 Pumping Station (three phase), each with a Maximum Power Requirement (MPR) of 10.00kW and a maximum starting current of 46.00 Amps (soft start).

The electrical specifications will need to be confirmed upon acceptance of GTC's quotation.

Please note, alterations to this MPR and or changes to the technical specification of the equipment may require changes to the network design and could result in additional charges to the Developer.

Based on the information you have provided GTC has not included for any other lift motors, pumping stations or other disturbing electric loads (such as welders, motors or air conditioning equipment) in this quotation.

This quotation includes sufficient capacity on each domestic 100A service for an Electric Vehicle Charging Point (EVCP) of up to 7.2kW (32A) installed downstream of the meter on each domestic plot (excluding multi-occupancy dwellings). Larger EVCPs or multiple EVCPs may require a 3-phase arrangement, as well as a requirement for additional capacity, and costs for this arrangement have not been included in this quotation.

Based on the information provided, GTC has not made any allowance for industrial and commercial (I&C) Plots in this quotation.

OPTIONAL COSTS

GTC's quotation excludes meter boxes and hockey sticks. GTC's current price to supply these is an additional charge of £28.20 each for standard meter boxes, please indicate on the acceptance form if you wish to include this cost. If these are requested after acceptance of the quotation, they will be charged at the current rate at time of request.

GTC's quotation excludes the cost of Temporary Builders Supply (TBS). The indicative cost to connect this is £2,035.00, this cost assumes the Developer shall be responsible for all excavation and reinstatement; the Developer will provide a weatherproof lockable box/kiosk with suitable internal space to accommodate the meter board; the meter location is less than 25m from GTC's installed and energised mains; demand does not exceed 24kVA for single phase TBS or 69kVA for three phase TBS. This price includes for the disconnection of the temporary supply upon request. Please indicate on the acceptance form if you require a TBS included in the initial design, alternatively GTC can provide a Siteworks quotation for the additional charge when you require. TBS Siteworks quotations will be based on the current price at time of request. If a TBS is required before energisation of GTC's network, it should be requested from the distribution network operator (DNO). Any request for a TBS from a DNO should be made directly by the Developer as GTC cannot apply for this on your behalf.

GTC's quotation excludes the cost to connect adoptable street lighting columns. GTC can connect these at an additional charge, the current price for this work is £383.00 per column. This cost includes the supply and lay



of 9m of service cable between GTC's existing Low Voltage (LV) mains and the streetlights, in this cost GTC has assumed you will provide ducting and excavation to GTC specifications. If you have a Local Authority approved plan, please indicate on the acceptance form how many streetlights you require on this development and these will be added to the overall cost. A copy of the approved column location plan will be required for the design. Alternatively, when you are in a position to proceed with the streetlighting please provide a Local Authority approved design and GTC will provide a Siteworks quotation for the additional charge. Streetlight Siteworks quotations will be based on the current price at time of request. Prior to the energisation of the streetlights, you will need to have appointed an electricity supplier for the supply of the streetlights. Following the first energisation the terms of connection will be as set out in the National Terms of Connection or in a separate agreement between GTC and yourself.

GTC's Technical Guidelines for Electricity can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>



Fibre Terms

OFF-SITE WORK

This quotation includes any off-site excavation and reinstatement works required to be completed for a connection from the on-site fibre duct network on the development at the site entrance to the appointed Backhaul Provider. These works will be carried out by GTC.

GTC has assumed that all fibre duct routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

This quotation is based on GTC installing the duct and chamber infrastructure and fibre network as detailed in GTC document GF-TGI-IG-0393. All the Developer will need to install is the 54mm fibre service duct and complete installation of the chambers.

The Developer shall be responsible for all on-site excavation and reinstatement associated with the installation of the fibre network, including the mains, services and On-Site Convergence Point (OSCP).

The Developer shall be responsible for preparation within the Plots to ensure a Plot is ready to receive a fibre service. GTC will liaise with you on the specific requirements during the design stages and brief out final requirements at a fibre construction pre-start meeting.

To ensure that the homeowners moving into their new property can enjoy the maximum benefit from GTC's Ultra-Fast Fibre Optic Distribution Network, GTC strongly recommend the Developer follows the minimum in-home technical requirements as specified within the appropriate Fibre Technical Guidelines.

The Developer shall be responsible for ensuring that each Plot is pre-wired to enable the resident to receive Sky Q television services (via satellite dish or communal FIRS) in accordance with the enclosed Sky Approved Developer Terms and will highlight to purchasers of its Plots Sky Triple Play (being a phone, broadband and TV service offering provided by or on behalf of Sky) as well as the fact that Sky are the Developer's preferred solution for TV, broadband and phone services. The Developer will be required, in addition to (and separately from) GTC's Standard Terms and Conditions, to enter into (and to comply with) the enclosed Sky Approved



Developer Terms. Sky pre-wiring specification documents can be found on GTC's website and via the link below.

GTC's Technical Guidelines for Fibre and Sky Q Pre-wiring Technical Specifications can be found here:
<http://www.gtc-uk.co.uk/technical-guidelines>



Water Terms

POINT OF CONNECTION

This quotation is based on a provisional point of connection (PoC) provided by Southern Water Services (SWS). The firm costs for the water connection will be confirmed after acceptance of this quotation and will be passed through for payment by the Developer at cost. GTC has been offered a PoC located at the existing 180mm HPE main on Shoreham Road (521461, 113108).

OFF-SITE WORK

This quotation includes the provisional costs for the off-site water connection work from the PoC location to the site.

GTC has assumed that all pipe routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

The Developer shall be responsible for all on-site excavation and reinstatement. GTC shall supply and install water infrastructure inclusive of the main, communication pipe, meter box and meter. The Developer shall complete installation of the meter boxes to the final finished level. Please refer to GTC technical guidelines GW-TGI-IG-0017 for further details and definitions.

The costs of carrying out any necessary diversions to the existing water network are excluded from this quotation. Please contact the Incumbent Water Company if required.

This quotation is based on all water meters located in the footpath or publicly accessible metalled surface in an individual or multiple meter boundary box. Water meters may also be located internally within each property (at the water service entry location) subject to approval by IWNL.

This quotation does not include for the construction or adoption of any booster pumps by IWNL. Should these be required, this quotation is based on the assumption that these will be adopted by the Incumbent Water Company.

This quotation assumes there is no contamination on-site and therefore all pipe has been costed as standard polyethylene (PE) pipe. No allowance has been made for any barrier pipe in this quotation.

GTC has not sized the services to the Plots for sprinkler supplies.



The Developer is to supply, free of charge, suitable concrete for thrust blocks as necessary for the water mains.

OPTIONAL COSTS

This quotation does not include any landlord's supplies or bin store services. A quotation for these can be provided after acceptance. The standard price for these supplies is £442.00 (excluding VAT) for each connection. This assumes a 25mm service and 15mm inline meter located in a boundary box within 10m of a laid or proposed IWNL main. All excavation and reinstatement to be completed by the Developer.

GTC's quotation excludes the cost for a Temporary Builders Supply (TBS). The current cost to provide this is £699.00 (excluding VAT) per TBS. This cost assumes the Developer shall be responsible for all excavation and reinstatement. The TBS will be a standard metered arrangement consisting of 32mm service pipe, a 20mm meter and a boundary box capable of providing 4m³/hr (1.1 l/s) and located within 10m of an installed or proposed IWNL main. IWNL's main and associated upstream pipe work will need to be in place and commissioned before the TBS can be installed. This price includes for the disconnection of the temporary supply upon request. Please indicate on the acceptance form if you require a TBS included in the initial design, alternatively GTC can provide a Siteworks quotation for the additional charge when you require. If a TBS is required before commissioning of IWNL's network is complete, it should be requested from the upstream Incumbent Water Company. Any request for a TBS to the upstream Incumbent Water Company should be made directly by the Developer as GTC cannot apply for this on your behalf.

This quotation excludes the costs for any fire hydrants. The cost for these will be chargeable upon confirmation from the local Fire Authority on the quantity and location of hydrants required.

NAV LICENCE

Any works in respect of the water distribution network will be conditional upon IWNL having been granted a NAV by Ofwat and acceptance by IWNL of a formal offer from the Incumbent Water Company to: (i) connect the Network to the Host Water Company's network; (ii) convey water from the Host Water Company's network; and (iii) perform any tasks ancillary to those contemplated in (i) or (ii) above.

INFRASTRUCTURE CHARGES

Infrastructure charges for water are payable on a per plot basis and will be chargeable in-line with the charges applicable at the time the water service connection is made to the building. Water infrastructure charges are revised on an annual basis and are regulated by Ofwat, for clarity this offer excludes these charges. GTC will apply for any discounts to infrastructure charges offered by the Incumbent Water Company subject to the Developer or subsequent housebuilder providing evidence that the specific conditions for any discount have been achieved.

GTC's Technical Guidelines for Water can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>



Gas Terms

POINT OF CONNECTION

GTC has assumed a low pressure (LP) point of connection (CSEP) to feed this site. The site demand falls within Scotia Gas Networks (SGN)'s guaranteed capacity (specification document NP/14/E - table A.2).

GTC's quotation is based on a total peak load for the site of 448kW.



OFF-SITE WORK

This quotation includes the excavation and reinstatement costs in the public highway which will be carried out by GTC from the point of connection to the site. GTC has assumed a connection off the SGN 125mm PE main adjacent to the junction of New Hall lane and Henfield Road and has allowed for 134 metres off-site work (4m road, 130m verge) from the connection point to the site entrance. Please refer to GTC drawing 34151594-G-2 markup.

GTC's quotation is based on Traffic Signs Manual Chapter 8 standard traffic management costs (excluding lane closures and/or lane rental charges) in a traditional open cut trench to NJUG requirements. The actual off-site costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC.

Henfield Road has been identified as traffic sensitive and may be subject to restricted working hours. GTC advise budgeting a provisional sum of £5,519.54. This cost has not been included within our quote.

GTC has assumed that the off-site pipe lengths will be achievable based on a desktop study. Following a detailed off-site analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has identified that Henfield Road is under a Lane Rental Scheme. GTC advise budgeting a provisional sum of £50,000.00. This cost has not been included within our quote. The actual offsite costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC when requirements can be confirmed with the local authority.

We estimate the duration of this works will take 20 working days at the location that is subject to a Lane Rental scheme.

GTC has assumed that the offsite pipe lengths will be achievable based on a desktop study. Following a detailed offsite analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has assumed that all pipe routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

The Developer shall be responsible for all on-site excavation and reinstatement.

GTC has assumed that any existing mains on-site will be abandoned. It is the responsibility of the Developer to arrange works with the gas transporter.

GTC has assumed there are no environmental issues that may impact on the materials or methods of installation of its proposed networks. Please forward a copy of the soil report to enable GTC to make a correct assessment of any impact that site conditions may have on its proposal. This will help to avoid delays in the commencement of works.



GTC has assumed all mains and services feeding 45 Plots will be in trenches pre-excavated by the Developer.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths.

This quotation is based on smart meters in cavity meter boxes. Meter boxes shall be located on the front elevation or no more than 2m along a side elevation of each Plot.

This quotation is based on all smart meters at the Plots being installed by GTC (or its subcontractor) and owned by GTC Pipelines Limited. If the Developer wishes to appoint a third party to install and/or own any gas meters at any of the Plots, it shall obtain GTC's prior written consent to do so and, in such circumstances, GTC reserves the right to amend the amounts payable under this quotation accordingly.

NON-DOMESTIC LOAD ASSUMPTIONS

Based on the information provided, GTC has not made any allowance for industrial and commercial (I&C) Plots in this quotation.

GTC's Technical Guidelines for Gas can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>

5.0 CONFIDENTIALITY

This quotation and associated documentation is confidential between GTC, Wates Group Limited and their associated parties for this project. It contains commercially sensitive information and should not be divulged to any other party without written permission from GTC.

6.0 ACCEPTANCE OF THIS QUOTATION

To accept this quotation please complete the attached Acceptance and Appointment of Transporters form (GU-SCM-FM-1005). In addition to this, please make arrangements for payment to be processed. If you wish to pay by BACS or require GTC's bank details please see GTC's Standard Terms & Conditions (GU-COB-TC-0001). Your completed Acceptance and Appointment of Transporters form and can be sent directly to sales@gtc-uk.co.uk in order for it to be processed as quickly as possible.

This quotation is given on the basis that it does not create any legal relationship between you and GTC and no agreement will come into force between us until GTC dispatches an acknowledgement of the Acceptance and Appointment of Transporters. To the fullest extent permitted by law, GTC will have no liability in contract, tort (including negligence and negligent misstatement) or otherwise for any matter set out or referred to in this quotation unless and until such an agreement comes into force (in which case any such liability will be governed by GTC's Standard Terms and Conditions).

7.0 SUPPLIER INFORMATION

As you are aware, you are free to choose your own gas & electricity supplier. If you have no contractual arrangements in place with a supplier, GTC would recommend British Gas to you for your gas & electricity supply.

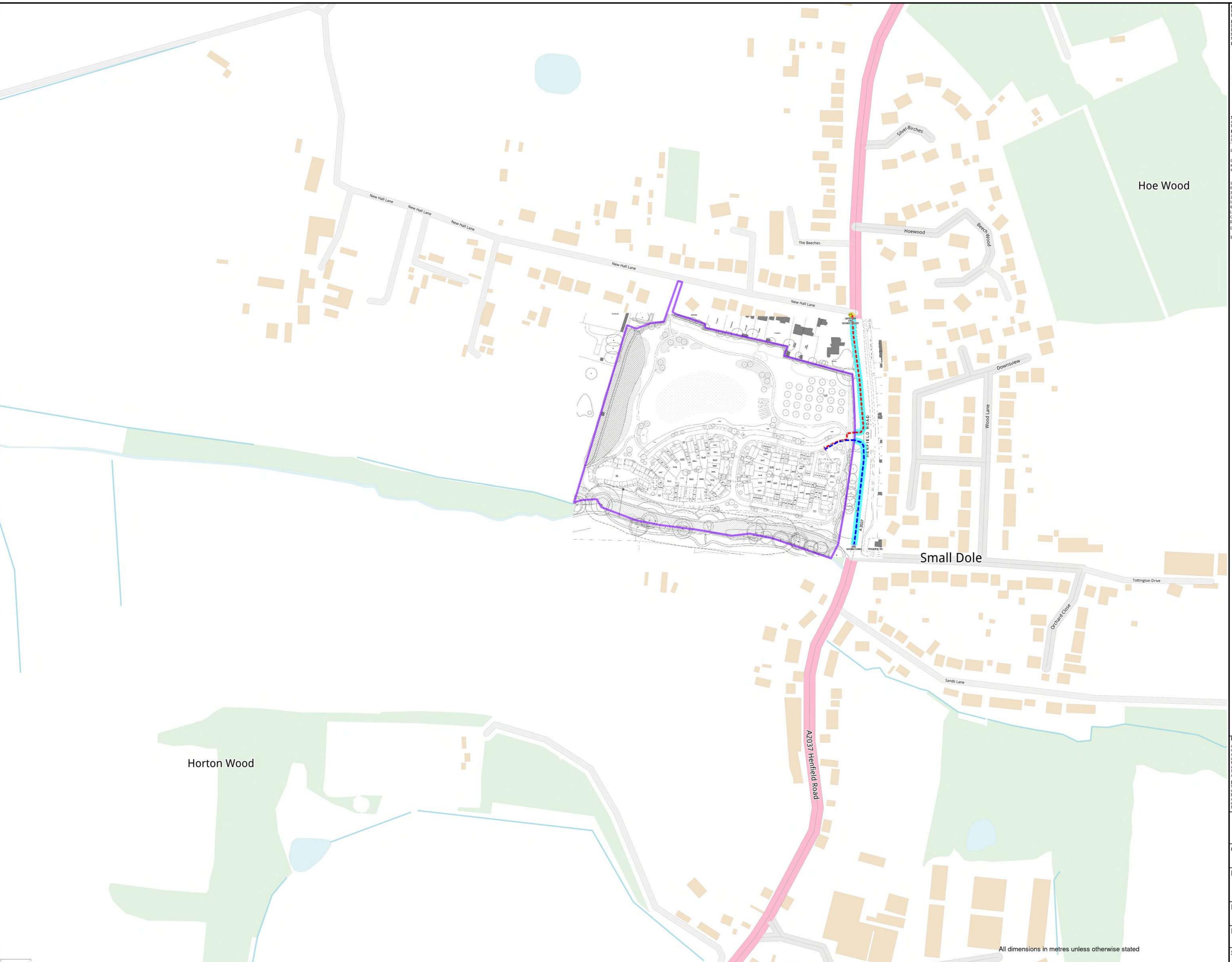
Information on the choice of ISPs available to homeowners on GTC's fibre networks can be found on the GTC website here: <http://www.gtc-uk.co.uk/fibre-service-providers>



Homeowners will receive their water billing directly from Independent Water Networks Ltd (IWNL). NAV networks do not result in any additional costs to the homeowner therefore their bills will be no higher than the local incumbent's charges.

8.0 CONTACT DETAILS

Should you require further details please do not hesitate to contact your GTC Sales Contact, Jack Foster (07720 064377 / jack.foster@gtc-uk.co.uk) or the Sales Support Team (01359 240154 / sales@gtc-uk.co.uk) to discuss further.



Electric Notes
For further details please refer to document GTC Technical Guidelines – ELECTRIC (GE-T01-IG-0015).

Backfill Specification
Directly buried cables should be surrounded by cable sand installed to EN 12852. Aggregate size of 0.2mm to CAT 4. A 75mm layer should be placed on the bottom of the trench and a further 75mm above the top of the cable.

Ducting Specification

- Burying ducts for mains shall be 150mm rigid plastic ducting compliant with the ENA TS 12-24
- Ducting for LV single phase services shall be 38mm outside diameter black PVC compliant with ENA TS 12-24
- Ducting should be used when taking cables across roads and into buildings
- Ducts are shown on the drawing as a thick black line
- Only one cable is allowed per duct.

Electric cable	Outside Diameter
Single Phase	38mm
3 Phase LV	150mm
HV	150mm

Service Sizes
All service cables to properties are single phase 35mm² Al Cable terminated in 100 Amp cut out (except where specified).

Material Specification
All cables, equipment and construction method on this network are to be in accordance with G811.

Onsite Distribution Mains Route
Onsite is lay only, offsite is excavation unless otherwise stated in the terms of offer

11kV Cable	ON SITE
500V Cable	Proposed
33kV Cable	Laid
20kV Cable	Proposed
11kV Cable	Laid
6.6kV Cable	Proposed
LV 3 Core Cable	Laid
Copper Earth Cable	Proposed
Service Cable	Proposed
Ducted Cable	Proposed
Substation	Proposed
	2 Way Link Box
	4 Way Link Box

Surface Category Key

Verge/Unmade	
Footway	
3/4 road	
1/2 road	

Plan Notes
This plan shows apparatus owned by the BUJUK Group. Any third party apparatus indicated on these drawings is shown for indicative purposes only. The BUJUK Group accept no responsibility for the accuracy of the plan. The accuracy cannot be guaranteed. No liability of any kind whatsoever is accepted by the company. Safe digging practices, in accordance with H2010, must be adopted when working near to or around any apparatus. This plan is reproduced by the permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2007. All rights reserved. Licence number 100021053.

Developers Responsibility
When apparatus have been laid it becomes the responsibility of the developer to ensure it is safely located, then maintained and repaired if damaged. It is the developer's responsibility to pay for the cost of replacement and repair of damaged apparatus, including administrative costs will be fully charged to the developer. It will be the developer's responsibility to recover the costs from the third parties.

gtc
GTC Synergy House
Waterside Business Park
Suffolk IP20 8UP
T: 01399 24018
E: info@gtc-uk.co.uk
W: www.gtc-uk.co.uk

OS Ref:
521204, 113057

Location:
Henfield Road, Small
Dole, HENFIELD, West
Sussex, BN5 9YH

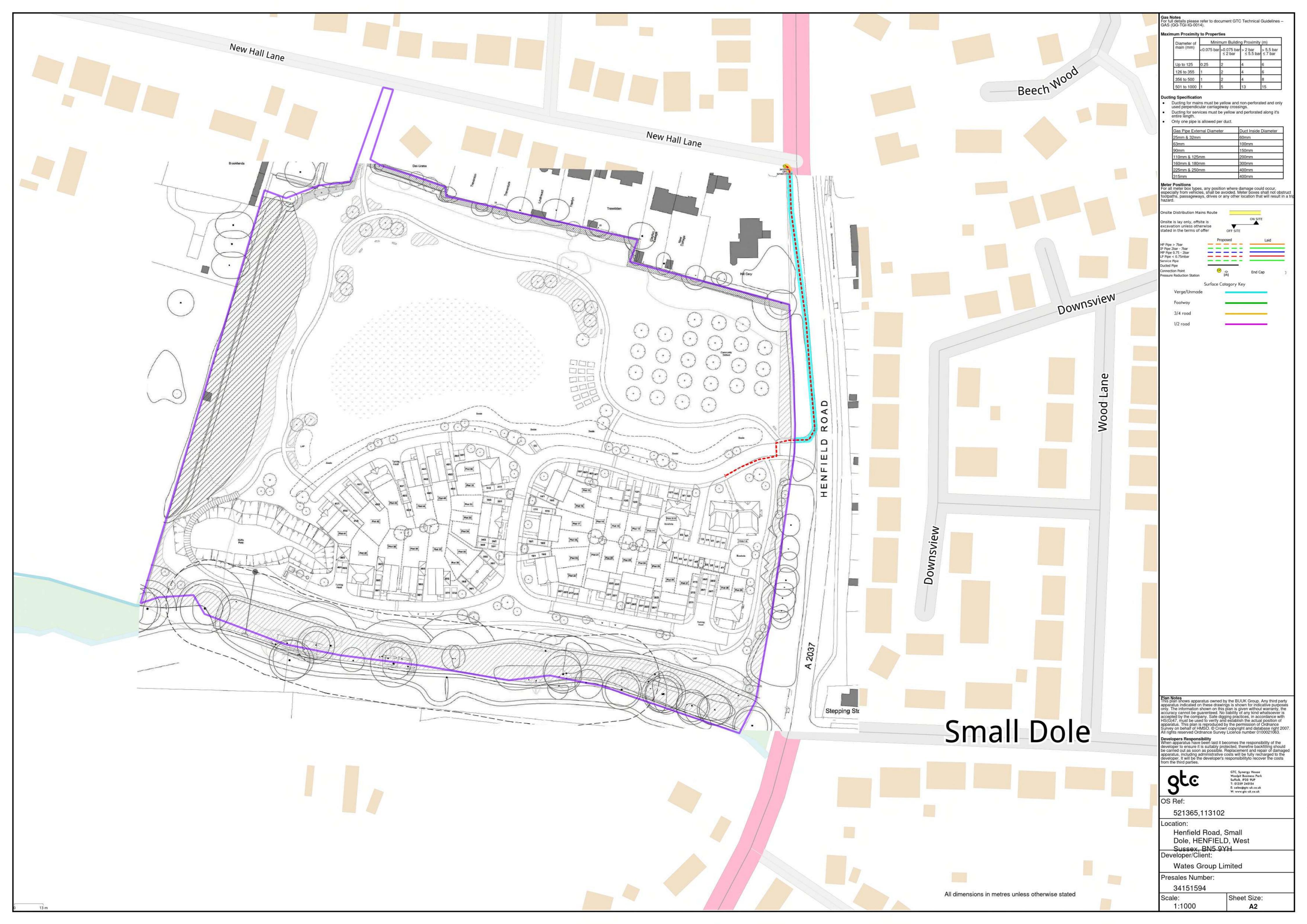
Developer/Client:
Wates Group Limited

Presales Number:
34151594

Scale:
1:2500

Sheet Size:
A2

All dimensions in metres unless otherwise stated





SKY APPROVED DEVELOPER TERMS

This document sets out the terms agreed between:

- (i) **Sky UK Limited** company number 02906991, with registered office address Grant Way, Isleworth, Middlesex, TW7 5QD ("Sky"); and
- (ii) **Recipient of GTC offer** in relation to Fibre services (the "Developer").

(each a "**Party**", together the "**Parties**")

BACKGROUND

- (A) The Developer owns a property development at a location in the UK (the "**Development**") and has received a utilities infrastructure quotation (the "**Utilities Quotation**") from GTC Infrastructure Limited ("**GTC**"), to provide various utilities to the properties in the Development (the "**Homes**") with a view to then advertise the Homes for sale.
- (B) The Utilities Quotation is inclusive of a rebate per Home in respect of fibre to the premises broadband services (the "**GTC Rebate**"), which includes £100 payable by Sky but conditional upon the Developer pre-wiring the Home to enable it to receive Sky Q television services via satellite dish or communal FIRS and highlighting Sky as the Developer's preferred solution and detailing an offer to prospective buyers of those Homes (the "**Residents**").
- (C) The Customer Offer will be subject to separate terms and conditions (to be provided by Sky) and will be promoted in the Developer's sales literature for the Homes.
- (D) For those Residents who take up the Customer Offer, Sky will arrange:
 - If the Resident is a new Sky TV customer, for the installation of the offer products and services in the Resident's Home; and
 - If the Resident is an existing Sky TV customer, for their existing Sky TV services to be transferred and/or upgraded where applicable to their new address.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Affiliate" means: in relation to any Party, a person which, directly or indirectly: (i) is Controlled by that Party; (ii) Controls that Party; or (iii) is Controlled by a person referred to in (ii) above.

"Commencement Date" means: the date upon which the Developer has accepted the utilities infrastructure quote from GTC.

"Commission" means the contribution made to the Developer by Sky as part of GTC rebate;

“Control” means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and “Controlled” shall be construed accordingly.

“Customer” means an Existing Customer or a New Customer;

“Customer Form” means: the online application form, as notified to you by Sky, to be completed by or on behalf of each Resident who wishes to apply to take up the Customer Offer;

“Customer Offer” means the offer as notified to the Developer from time to time;

“DSCR” means digital single cable router

“Existing Customer” means: a Resident who is a party to an agreement with Sky for the provision of Sky TV services at the time a Customer Form completed with the Resident’s details is submitted to Sky;

“Force Majeure” means in relation to either Party any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing any act of God, act of regulation of any governmental or supra-national authority, war or national emergency, epidemic, fire, riot or form of industrial action that is beyond the control of that Party;

“Intellectual Property Rights” or “IPR” means: patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, web sites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world;

“Law” means any of the following, to the extent that it applies to a Party:

- (a) any statute, regulations, by-law, ordinance or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard enforceable by law; and
- (e) any applicable direction, policy, requirement, rule or order that is given by a Regulator;

“MDU” means: a multiple dwelling unit which contains more than 4 private residences behind one shared entrance, in the Premises;

"New Customer" means a Customer who is not, at the time a Customer Form is submitted to Sky completed with the Customer's details, party to an agreement with Sky for Sky TV services and who enters into an agreement with Sky for the provision of such services pursuant to the Customer Offer;

"Personal Data" shall have the meaning ascribed to that term in Schedule 4;

"Products" means: the products comprising the Customer Offer as notified to the Developer from time to time;

"Quarter" means a 3 month period running from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September or 1st October to 31st December, as the case may be;

"Services" means: the services comprising the Customer Offer as notified to the Developer from time to time;

"Sky Security Standard" means: the Sky Security Standard available at http://corporate.sky.com/documents/pdf/tandcs/sky_Retailer_security_standard.pdf, as amended from time to time.

"Term": shall have the meaning set out in Clause 7; and

"Working Day" means: any day which is not a Saturday, Sunday, bank holiday or public holiday, in England.

- 1.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder and shall include a reference also to any past statutory provisions (as from time to time amended or re-enacted) which such statute or statutory provision directly or indirectly has replaced.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. DEVELOPER'S OBLIGATIONS

- 2.1 GTC's offer is inclusive of a fibre rebate per plot; £100 of which is conditional upon the Developer acting in accordance with the following terms:

2.1.1 Pre-wiring – install & post installation:

2.1.1.1 The Developer shall procure that they or their TV system installation contractor shall enable each Home to receive Sky Q television services in accordance with the most recently received Sky specification, such specification to be notified by Sky to the Developer in writing from time to time.

2.1.1.2 Upon installation of a communal TV system the Developer and their communal TV system installation contractor shall or shall procure that:

- 2.1.1.2.1 they install and keep installed the DSCR for receiving digital satellite broadcasts;
- 2.1.1.2.2 for each Home where a DSCR is installed, provide Sky with the number of DSCR installed and the full postal address of the Home.
- 2.1.1.2.3 Following completion of the installation:
 - a) correct, replace or repair any defects in material or workmanship with the DSCR, including faults associated with the DSCR.
 - b) take good and reasonable care of the DSCR and ensure that all Sky's reasonable advice regarding the care of the DSCR is complied with;
 - c) use the DSCR as intended by Sky;
 - d) provide any necessary maintenance of the DSCR;
 - e) ensure that appropriate site and buildings insurance is in place and that the DSCR is noted on such insurance where appropriate;
 - f) ensure and warrant to Sky that the Developer has all consents and permits required for the installation of the DSCR and shall maintain all such consents and permits during the Term;
 - g) not move or remove the DSCR;

2.1.2 Marketing & Promotion:

2.1.2.1 Subject to Clause 5, ensure each Resident or potential Resident is made aware of the Customer Offer and the products and available within the Homes as well as explicitly describing Sky as the Developer's preferred provider of TV, broadband and telephone services; using marketing materials provided by Sky. The Developer shall include such marketing materials in its marketing literature for show homes in the Development, and marketing suites showcasing the Development and the Homes. The marketing materials provided by Sky shall include details of the Customer Offer, including the Customer Offer terms and conditions;

2.1.2.2 Ensure that the Resident completes and submits the Customer Form if they wish to take up the Customer Offer in their presence whilst at the Development's marketing suite or sales office.

- 2.2 For each Resident who takes up the Customer Offer the Developer shall provide Sky with access to the relevant Home to install the Resident's Products and Services if required.
- 2.3 The Developer shall carry out its obligations under this Agreement in compliance with all applicable Law.

3. SKY'S OBLIGATIONS

3.1 Sky shall:

- 3.1.1 make the Customer Offer available unless the Parties agree otherwise in writing;

3.1.2 provide the Developer with marketing materials in accordance with Clause 4 to enable it to promote the Customer Offer and the Products and Services in the Developer's sales literature for the Premises and in accordance with this Agreement;

3.1.3 use reasonable endeavours to ensure it complies with the Developer's health and safety policies or other reasonable instructions when attending the Development and/or Homes. The Developer may require Sky to adjust or move any installation for the purpose of complying with: planning consents; building regulations; health and safety law or regulations or policies; or structural, aesthetic, architectural and building design requirements of the Developer;

3.1.4 shall contact each Resident to:

(i) process the sale of the Products and Services, and carry out the in-home installation services in the Resident's Home, if a New Customer and

(ii) arrange a date for the Resident's existing Sky Products and/or Services to be transferred and installed in the Resident's Home, if an Existing Customer,

provided that:

(iii) The Resident or the Developer on behalf of the Resident has submitted a Customer Form complete with the Resident's correct details in accordance with Clause 3.1.5;

(iv) the Resident is eligible to enter into a Sky subscription contract; and

(v) where relevant, communal system has been installed in the Resident's MDU in accordance with Clause 2.1.1

3.1.5 Sky shall arrange for the delivery of all Sky customer communications (including "Welcome to Sky" communications) to those Residents who take up the Customer Offer.

3.1.6 Sky shall, where applicable, provide the digital single cable router ("DSCR") required for receiving digital satellite broadcasts to the Developer free of charge in accordance with the process in Schedule 1.

4 TITLE AND OWNERSHIP OF THE DSCR

The Parties acknowledge and agree that, on and from the date the DSCR is received by the Developers communal system installation contractor, all title in, benefit of and risks associated with the DSCR shall reside with the Developers communal system install contractor, including any outstanding cover under the manufacturer's warranty for the DSCR.

5 MARKETING OBLIGATIONS

5.1 The Parties shall agree to promote the Customer Offer and the Products and Services in the Development and/or Homes and as part of the Resident's Home purchasing process.

5.2 The marketing materials which promote the Customer Offer in conjunction with the Development and Homes, and Sky's Products and Services shall be solely branded with Sky's logos and trademarks unless otherwise agreed.

5.3 All marketing materials relating to the Customer Offer and Sky's Products and Services shall be produced by Sky.

5.4 The Developer shall not:

- 5.4.1 alter or make any amendment or addition to the marketing materials relating to the Customer Offer or the Products and Services, which are supplied to the Developer by Sky unless reasonably asked to do so by Sky (and such amendments and additions shall be subject to Sky's review and approval);
- 5.4.2 without the prior agreement of Sky use Google Adwords (or similar search engine marketing) including the Sky trade mark or any other Sky Intellectual Property rights; and
- 5.4.3 use its own marketing material to promote the Customer Offer or the Products and Services, without Sky's prior written consent, which consent shall not be unreasonably withheld or delayed.

5.5 The cost of all marketing material provided to the Developer by Sky shall be borne by Sky.

5.6 All marketing material provided to the Developer by Sky shall be owned by Sky.

5.7 The Parties acknowledge that Sky may change the design and content of any marketing material provided to the Developer as well as the relevant Customer Offer and, upon request, the Developer shall replace any existing marketing material with any new material that is supplied to it, within 5 Working Days.

6 TRAINING OBLIGATIONS

6.1 Subject to the requirements set out at Clause 2, the Developer shall ensure that all Developer personnel who promote and market the Products and/or Services pursuant to the terms of this Agreement shall be given appropriate training by Sky of the Customer Offer, relevant Products and Services and and how to refer Residents to take up the Customer Offer.

7 TERM AND TERMINATION

7.1 This Agreement shall commence on the Commencement Date and shall continue until the last Home has been occupied for the first time or if terminated by Sky by giving the other Party at least 90 days' written notice ("Notice") or otherwise terminated in accordance with this Clause 7 (the "Term").

7.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement immediately by giving written notice to the other Party if:

- 7.2.1 the other Party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so by the non-breaching Party.

7.2.2 the other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a similar event occurs; or

7.2.3 in any period of twelve months, there shall have been any delay or failure in performance under this Agreement on the part of the other Party resulting from any occurrence of an event or events of Force Majeure which delay or failure shall have continued for an aggregate period of two (2) months.

7.3 Termination or expiry of this Agreement shall not affect any rights of either Party in respect of any antecedent breach of this Agreement by the other Party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either Party.

7.3 Upon termination of this Agreement:

7.3.1 each Party shall immediately stop using the other Party's Intellectual Property Rights;

7.3.2 the Developer shall:

- a) immediately stop promoting the Customer Offer, and within 14 Working Days remove all marketing materials which promote and reference the Customer Offer from the Premises; and
- b) return to Sky or otherwise dispose of in accordance with the reasonable directions of Sky all marketing materials, Customer Forms (completed or otherwise) and other information and documentation relating to the Customer Offer and the Products and Services.

7.3.3 In the event Notice is served by Sky pursuant to Clause 8.1, and subject to Clauses 2.1.4 (iii) (iv) and (v), the Parties shall each perform their obligations set out in Clauses 2 and 3, as applicable, in respect of each Resident whose completed Customer Form has been submitted to and received by the ASHA in accordance with Clause 3.1.5 prior to the date of termination or expiry of the Agreement.

8 WARRANTIES

8.1 The Developer warrants:

8.1.1 It is the owner of the Development and the Homes;

8.1.2 It is not aware of any matters within its control at present reasonably might or will materially affect its, or Sky's ability to perform the obligations set out in this Agreement;

8.1.3 It has full legal authority to enter into this Agreement;

8.2 The Developer acknowledges and agrees it is the Data Controller for the purpose of collecting prospective Customer contact information and warrants that it has all appropriate consents and permissions necessary for the performance of any processing under this Agreement.

8.3 Except as specified in this Agreement, all other terms and conditions, warranties, undertakings and representations of any kind whatsoever, express or implied whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

9 COMMISSION AND PAYMENTS

9.1 The parties acknowledge and agree that the £100 Commission payable to the Developer by Sky shall be included in the GTC Rebate and is conditional upon the Developer pre-wiring the plot to enable the resident to receive Sky Q television services (via satellite dish) and in accordance with Clause 2.

10 INTELLECTUAL PROPERTY

10.1 All Intellectual property rights existing prior to the Commencement Date of this Agreement ("Existing IPR") shall belong to the Party that owned such rights immediately prior to such date.

10.2 The Parties acknowledge that any IPR created by a Party in connection with this Agreement ("Developed IPR") shall vest in the Party that created such Intellectual Property, provided that the Parties jointly approve its format and use, and neither Party shall develop any logo in connection with the Customer Offer without the prior written approval of the other party and written agreement on the ownership of such logo which approval will not be unreasonable withheld or delayed.

10.3 To the extent that either Party requires the use of the other Party's Existing or Developed IPR to fulfil its rights and obligations under this Agreement, each Party grants to the other Party a non-exclusive royalty free licence to use such IPR during the Term solely for the purpose of performing its rights and obligations under this Agreement.

10.4 Each Party agrees that it will comply with the other Party's brand guidelines for use of its IPR, and will not use the other Party's IPR without prior written approval, which will not be unreasonably withheld or delayed, and will cease or correct the use of such IPR if requested to do so by the other Party.

10.5 Each Party represents and warrants to the other Party that its own IPR shall not infringe the Intellectual Property Rights of any third party and the Developer shall indemnify and hold harmless Sky from and against any and all losses, damages, costs or expenses incurred as a result of any third party claim that the Developer's IPR infringes any such third party's Intellectual Property Rights.

11 CONFIDENTIALITY

11.1 Each Party (the "Receiving Party") must keep confidential all information and documentation disclosed by the other Party (the "Disclosing Party"), before or after the Commencement Date, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to this Agreement, or any other operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party must not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

11.2 During the Term, the Receiving Party may only disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this Clause as the “**Recipient**”) to the extent that is reasonably necessary for the purposes of this Agreement. The Receiving Party must procure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

11.3 The obligations referred to in Clauses 11.1 and 11.2 do not apply to any Confidential Information which is:

- 11.3.1 on the Commencement Date already in, or at any time after the Commencement Date comes into, the public domain, other than through breach of this Agreement by the Receiving Party or any Recipient;
- 11.3.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
- 11.3.3 required to be disclosed by the Receiving Party by law or regulatory requirement of any stock exchange, provided that the Receiving Party must give the Disclosing Party upon the Disclosing Party’s request or termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

11.4 All tangible forms of Confidential Information, including (but not limited to) all summaries, copies, excerpts, or any Confidential Information whether prepared by the Disclosing Party or not, will be the sole property of the Disclosing Party, and will be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party’s request on the termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

12 LIABILITY

12.1 Neither Party excludes or restricts liability for (i) death or personal injury resulting from its own negligence; or (ii) any matter to the extent that it is not capable of being excluded or limited by applicable law.

12.2 Each Party shall only be liable for direct damages arising in relation to this Agreement, and in no circumstances shall either Party be liable in contract, tort (including negligence or breach of statutory duty), warranty, strict liability or otherwise for any (i) indirect, special punitive, incidental or consequential loss or damage; (ii) loss of profits; (iii) loss of business or anticipated savings; (iv) loss of revenue; or (v) loss of goodwill, whether or not such losses were foreseeable.

12.3 Sky’s maximum total aggregate liability in contract, tort (including negligence), warranty, strict liability or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to the total sum paid by Sky as part of the GTC Rebate pursuant to this Agreement.

12.3 The limitations and exclusions of liability set out in Clauses 13.2 and 13.3 shall not apply to Clause 13.1, breaches of Clause 11, 12 and/or 15 fraudulent misrepresentations or misstatement by a Party, any act intended to cause material loss or damage to the rights of

either Party under this Agreement or fraudulent act or omission of a Party, the indemnity obligations set out in Clauses 11.5 or any liability that may not otherwise be limited or excluded by law.

13 FORCE MAJEURE

13.1 Neither of the Parties to this Agreement shall have any liability whatsoever or (without prejudice to Clause 8.2.3) be deemed to be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event of Force Majeure provided that this shall not apply where the occurrence or event consists of or results in a shortage of funds. The occurrence or existence of any event of Force Majeure shall be immediately notified by the Party affected thereby to the other. The affected Party shall use reasonable endeavours to remedy as quickly as possible the effect of said event of Force Majeure.

14 DATA PROTECTION

The processing of Personal Data under this Agreement shall be governed by the DPA set out at Schedule 2. Without affecting any other provision of the Agreement, a breach by you of any provision of the DPA, constitutes a material breach of the Agreement and you hereby indemnify the Sky against all threatened or actual Loss suffered by or brought against them in connection with a breach by you of this clause 14.

As contemplated in clause 2.1 of the Data Processing Agreement in Appendix 1 to the Terms & Conditions, the details of the personal data processing carried out by the Supplier in connection with the Deliverables provided under this Order:

Purpose(s)	Capture personal details of potential Sky customers to then refer those details on to Sky.
Duration	For the Term of the Agreement.
Subject-matter and nature	Provision of Sky TV, Broadband and Telephone Services
Types of personal data processed	Name, Address, Email Address, Telephone Number, Bank Account Details.
Categories of data subjects to whom such personal data relate	Existing and Prospect Sky Customers.

15 GENERAL

15.1 Nothing in this Agreement shall constitute a joint venture, employment arrangement or partnership between the Parties. The Parties are independent contractors.

15.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

15.3 Sky reserves the right to vary any term of this Agreement (including any Schedule thereto) on the provision of one (1) month's notice in writing to the Developer. If the Developer continues

to market and supply the Products and Services following the end of such notice period, the Developer will be deemed to have accepted the varied term(s) of the Agreement.

Notwithstanding the foregoing the parties agree that Sky may change Customer Offers from time to time without notifying the Developer and without their signature and consent.

- 15.4 Other than as required by law or regulation, the Parties shall procure that the terms of this Agreement shall remain confidential save to the extent necessary to perform the obligations under this Agreement or where required to be disclosed by law.
- 15.5 Any notice under this Agreement to Sky shall be in writing and sent by prepaid, recorded delivery, first class post to:
 - i. If for **Sky**: David Nessim-Legal Counsel Sky UK and copied to Matthew Davies, Head of Homes. Sky UK
 - ii. If for the **Developer**: As recorded under the Developer's Agreement with GTC.
- 15.6 The rights and obligations of the Developer under this Agreement are personal to the Developer and shall not be assigned, sub-contracted, delegated, transferred, mortgaged, charged or otherwise disposed of without the previous written consent of Sky. In any event the Developer shall be liable for all acts and omissions of any sub-contractor or assignee.
- 15.7 Sky may assign, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose of its rights and obligations under this Agreement to a Sky Affiliate as it may see fit.
- 15.8 No waiver of any term of this Agreement shall be effective unless in writing and signed by the waiving Party.
- 15.9 Without prejudice to Clause 7.3, the following Clauses shall continue in force on and after the termination or expiry of this Agreement: Clause 9 (Payment), , Clause 10 (Intellectual Property), Clause 11 (Confidentiality), Clause 12 (Liability), Clause 14 (Data Protection), Clauses 15.6, 15.7, 15.8, 15.9, 1.11.
- 15.10 This Agreement shall form the entire agreement between Sky and the Developer relating to the Development and, without affecting any of Sky's remedies (or the Developer's liability) for any misrepresentation by the Developer, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 15.11 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 15.12 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

HOW dSCRs are issued

dSCRs are issued to your communal system contractors via either of our Satellite Distribution Partners:

- **Eurosat** – <http://www.eurosat.com/branches>
- **Alltrade** - <http://www.alltrade.co.uk/trade-counters>

- a) Developer provides their plot to postal block addresses to Sky so we can register the properties on our internal systems.
- b) Developer awards the Communal TV Installation to their installer who will then register an account (Eurosat or Alltrade will setup a Sky web account if required) at the following link - <http://www.distributorreferrals.sky.com/>.
- c) Your installer will then contact their local Eurosat or Alltrade office to request the dSCRs for the specific Block address.
- d) Eurosat or Alltrade will check the address against the system to ensure it is approved by Sky before issuing the dSCRs.
- e) Your installer will request the number of dSCRs they need for the job and Eurosat or Alltrade will supply and raise an invoice for the dSCRs to your installer.
- f) Your installer will then install and commission the dSCRs in the Block
- g) Your installer will then add the install photos on completion of the system to the portal and submit the full registration.
- h) Eurosat or Alltrade will then zero the invoice, thus providing the equipment free of charge.
- i) If after 90 days, the dSCR has not been installed or you do not register the postal block address, an invoice for payment of the dSCR in full by Developer will be raised.

SCHEDULE 2

DATA PROCESSING AGREEMENT

This data processing agreement ("DPA") forms part of and is subject to the Agreement entered into by Sky and the Developer. Terms not otherwise defined in this DPA shall have the same meaning as in the Agreement. In the event of a conflict or inconsistency between this DPA and the remainder of the Agreement, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the DPA by specific reference to such provision(s).

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the meanings ascribed to them:

"Applicable Data Protection Law" means (a) prior to 25 May 2018, the Data Protection Directive (95/46/EC), or, from 25 May 2018, the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended or updated from time to time. In the event, any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

"Instruction" means a written instruction (including by email) from Sky to the Developer relating to the Developer's processing of personal data as Sky's processor.

1.2 Where defined in Applicable Data Protection Law, the terms "**controller**", "**data subject**", "**data protection impact assessment**", "**data protection officer**", "**personal data**", "**personal data breach**", "**prior consultation**", "**pseudonymisation**", "**processor**", "**processing**", "**restriction of processing**", "**supervisory authority concerned**" shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

2. DATA PROTECTION OBLIGATIONS

2.1 Sky, acting as controller, hereby appoints the Developer for the duration of this Agreement as its processor. The details of such personal data processing (namely, the purpose(s), duration, subject-matter and nature of such processing as well as the types of personal data processed by the Developer as Sky's processor and the categories of data subjects to whom such personal data relate) are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

2.2 The Parties agree to comply with their respective obligations as controller and processor under Applicable Data Protection Law and the Developer acknowledges that nothing in this DPA relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

2.3 The Developer shall only process personal data as Sky's processor in accordance with Sky's lawful Instructions and notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The Parties agree that

this Agreement is comprised of Sky's main set of Instructions and the Developer acknowledges that Sky may issue supplemental Instructions in relation to personal data the Developer processes as Sky's processor, including for the Developer to:

- 2.3.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Developer, so that Sky is able to:
 - (A) access all documents (in full or only in so far as they relate to personal data processed by the Developer as Sky's processor) which the Developer is required to maintain under Applicable Data Protection Law (if any) about such personal data processing;
 - (B) discuss with the Developer's data protection officer (if appointed) the Developer's processing of personal data;
 - (C) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law;
 - (D) manage and respond to any notices or questions addressed to Sky the supervisory authority concerned;
 - (E) evaluate the technical and organisational measures the Developer is required to implement under clauses 2.4, 2.6 and 2.8;
 - (F) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s);
 - (G) carry out data protection impact assessments (at Sky's discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Developer processes as Sky's processor; and
 - (H) demonstrate its compliance with its obligations under Applicable Data Protection Law; and
- 2.3.2 allow for and reasonably collaborate with (both at the Developer's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Developer, any of its sub-contractors and/or any of the facilities and IT systems used to process personal data on Sky's behalf from time to time (including before such processing commences) to verify the Developer's compliance with its obligations under this DPA and Applicable Data Protection Law.

2.4 Subject to clauses 2.5 and 2.7, the Developer shall:

- 2.4.1 keep the personal data it processes as Sky's processor strictly confidential;
- 2.4.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky's Instructions;
- 2.4.3 not allow any third party access to the personal data or otherwise transfer the personal data to any third party; and

2.4.4 not transfer the personal data outside of the European Economic Area.

2.5 If the Developer is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:

- 2.5.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
- 2.5.2 limit such access or transfer to the minimum reasonably possible; and
- 2.5.3 provide Sky at the Developer's cost with all reasonable assistance should Sky choose to challenge such access or transfer.

2.6 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall:

- 2.6.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Developer processing personal data as Sky's processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to:
 - (A) guard against unauthorised or unlawful processing and personal data breaches;
 - (B) as appropriate, apply pseudonymisation and encryption to the personal data;
 - (C) ensure the ongoing confidentiality, integrity, availability and resilience of the Developer's and any sub-contractor's processing systems and services;
 - (D) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (E) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;
- 2.6.2 without prejudice to the generality of clause 2.6.1, comply with the Sky Security Standard; and
- 2.6.3 annually certify its compliance with clauses 2.6.1 and 2.6.2 to Sky in writing.

2.7 The Developer shall only allow a sub-contractor to process the personal data the Developer processes under this Agreement as Sky's processor if:

- 2.7.1 such sub-contractor's processing of such personal data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law or where such processing is otherwise deemed to be subject to adequate levels of protection under Applicable Data Protection law;
- 2.7.2 it notifies Sky, providing reasonable details;
- 2.7.3 obtains Sky's prior written consent; and
- 2.7.4 the written contract under which such sub-contractor processes such personal data is not less onerous than this DPA.

For the avoidance of doubt, the requirements of this clause 2.7 also apply in the event the Developer wishes to change the contract referred to in clause 2.7.4 and, in any case, the Developer shall remain fully liable to Sky for acts and omissions of the Developer's sub-contractors.

- 2.8 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall implement appropriate technical and organisational measures in relation to the personal data it processes as Sky's processor to ensure that it is able to promptly:
 - 2.8.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and
 - 2.8.2 identify if any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.
- 2.9 The Developer shall notify Sky:
 - 2.9.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the personal data the Developer (or any sub-contractor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 2.8.1) or that otherwise concern to Sky and/or the Developer's compliance with Applicable Data Protection Law;
 - 2.9.2 without undue delay (and, in any event, within 24 hours) via email to DataIncidents@sky.uk, if it becomes aware of any personal data breach or breach of this DPA or reasonably suspects that a personal data breach or breach of this DPA occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.
- 2.10 Subject to the Developer's requirements under Law, if the Developer becomes aware of any personal data breach and without prejudice to clauses 2.3.1(F) and 2.9.2 Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 2.3.1(F), the Developer shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.
- 2.11 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Developer's obligations under Law, return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Developer shall ensure that all of its sub-contractors (if any) comply with this clause 2.11 and certify its and such sub-contractors compliance to Sky in writing.



GTC Ref: West/34151594/488477

GTC Contact: Jack Foster

07720 064377 / jack.foster@gtc-uk.co.uk

01359 240154 / sales@gtc-uk.co.uk

25 April 2025

Electric, Fibre and Water Quotation

Shoreham Road, Small Dole, HENFIELD, West Sussex, BN5 9YH

Prepared for Wates Group Limited (c/o JNP Group)



1.0 INTRODUCTION

Summary of Offer

Following your request for a utility networks quotation for the development at Shoreham Road, Small Dole, HENFIELD, West Sussex, BN5 9YH GTC has developed a detailed costing for a bespoke network to meet your requirements. GTC's offer is inclusive of Electric, Fibre and Water infrastructure based on the terms of offer set out in this quotation and GTC's Standard Developer Terms and Conditions (GU-COB-TC-0001).

Breakdown of Offer

On-site works	
You pay GTC	£40,141.01
Off-Site Works	
You pay GTC	£16,033.68
Upstream Network Operator Costs	
Electricity:	£840.00
Water:	£28,383.24
Total	
You pay GTC	£85,397.94



2.0 GTC ADDED VALUE



Fibre

Fibre Rebate Information

GTC's offer above is inclusive of a fibre rebate of **£375.00 per plot** (£100 of which is conditional upon you pre-wiring the plot to enable the resident to receive Sky Q television services, via satellite dish, in accordance with the enclosed Sky Approved Developer Terms). This rebate has been deducted upfront from the on-site total giving the advantage of no administration burden for you to claim the individual plot rebates as they are connected.

Additional Fibre Network Value to Help with Comparison to Other Provider's Quotes

In addition to the rebate, this offer is based on GTC's innovative fibre installation method which means you will no longer have the cost or hassle of building the full duct and chamber network. Instead, GTC will install the duct network with the other utilities and free issue preformed chambers to be installed by you. GTC estimates that this gives a further construction cost saving to JNP Group of £515.00 per plot which you may need to take in to account when comparing to other quotes.

Estimated Value to Wates Group Limited of Construction Costs Saved	
45 plots with £515.00 per plot saving	£23,175.00



Water and Wastewater

Infrastructure Charge and Income Offset Credits

Infrastructure Charges and Income Offset Credits are a pass through from the incumbent water and wastewater company which are subject to annual review by the incumbent and approval by Ofwat. Following an Ofwat consultation, Income Offset Credits will cease from April 2025. As these charges and payments change over the duration of your development, it can provide uncertainty on the costs included within the original quotation. GTC has therefore excluded these charges and will apply the approved and published Infrastructure Charge and Income Offset published by the incumbent water company as the plots on your development are connected. The values shown below are the default values given by the incumbent for the current charging period.

Charges and Credits	Per Plot	Site Total
Water Infrastructure Charge:	£645.00	£29,025.00
Water Income Offset Credit:	£0.00	£0.00
Net Infrastructure Charge:	£645.00	£29,025.00

GTC will apply for any discounts to infrastructure charges offered by incumbent water or wastewater companies subject to you or subsequent housebuilder providing evidence that the specific conditions for any discount has been achieved.

Based on the current values, the total cost for your development is shown below.

Provisional Total Project Cost	
GTC Quotation and Net Infrastructure Charge (at current rates):	£114,422.94

Charges Often Levied by the Water Company Included in GTC's Standard Offer



GTC's water offer is an all-inclusive offer based on the terms set out in this quotation. This offer also includes the items below that can often be excluded by others resulting in unforeseen additional costs. For comparison purposes, please check that these are also included in the offers from other providers.

Description	Included in GTC's Offer
Supply and Fit of Meter	Yes
Service connection to boundary box / manifold	Yes
Chlorination and testing	Yes
Design Fees / Deposits / Vetting	Yes
Inspections	Yes
Additional Visits	Yes



3.0 PLOT TYPE DETAILS

Schedule of Domestic Plots

Property Type	1BF	2BF	2BS	2BT	3BS	4BD	4BS	Total
Electricity	6	4	10	2	13	9	1	45
Fibre	6	4	10	2	13	9	1	45
Water	6	4	10	2	13	9	1	45

Schedule of Disturbing Loads

Description	Qty	Starting Current (A)	Maximum Power Rating (kVA)	Total (kVA)
Landlord (three phase)	1	0.00	5	5
Pumping Station (three phase)	1	46.00	10	10

4.0 TERMS OF OFFER

Validity Period

This quotation is subject to the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001) and is valid until 23 June 2025. If there is any conflict between the provisions of this quotation and the provisions of the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001), the provisions of this quotation will take precedence.

Lead Times

This quotation is based on a minimum lead time of 6 weeks from the date upon which you accept this quotation in accordance with paragraph 6 and provide all information requested by us in relation to the scheduling of the onsite network installation. The lead time to energise the electricity network is a minimum of 10 weeks from the date upon which you accept this quotation in accordance with paragraph 6. The lead time to provide a live working fibre connection is a minimum of 20 weeks from acceptance of our quotation in accordance with paragraph 6. GTC's construction lead time for water is a minimum of 22 weeks following acceptance, this lead time includes the Ofwat timescales for granting GTC a NAV licence for this development. The construction lead time may be able to be reduced if the incumbent water deems the site status as unserved. No plot connections can be made until the NAV licence has been approved and completed.



Electric Terms

POINT OF CONNECTION

GTC has been offered a low voltage (LV) point of connection (PoC) from UKPN Southern. This PoC offer from UKPN Southern is valid until 29 August 2025.

GTC has calculated the total load for the site to be 79kVA.

OFF-SITE WORK

This quotation includes the excavation and reinstatement costs which will be carried out by GTC outside of the site boundary. GTC has allowed for 118m of off-site work (118m verge.). For your information and to avoid any confusion, GTC has highlighted these works on the enclosed drawing 34151594-E-2 markup.



GTC's quotation is based on Traffic Signs Manual Chapter 8 standard traffic management costs (excluding lane closures and/or lane rental charges) in a traditional open cut trench to NJUG requirements. The actual off-site costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC.

Henfield Road has been identified as traffic sensitive and may be subject to restricted working hours or manual control of traffic management. GTC advise budgeting a provisional sum of £4,660.10. This cost has not been included within our quote.

GTC has assumed that the off-site cable lengths will be achievable based on a desktop study. Following a detailed off-site analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has identified that Henfield Road is under a Lane Rental Scheme. GTC advise budgeting a provisional sum of £12,500.00. This cost has not been included within our quote. The actual offsite costs will be confirmed after acceptance including any additional traffic management costs incurred by GTC when requirements can be confirmed with the local authority.

We estimate the duration of this works will take 5 working days at the location that is subject to a Lane Rental scheme.

GTC has assumed that the offsite cable lengths will be achievable based on a desktop study. Following a detailed offsite analysis post-acceptance, where any of the original assumptions cannot be achieved, additional costs will apply which will be rechargeable to the developer.

GTC has assumed that all cable routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

The Developer shall be responsible for all on-site excavation and reinstatement.

GTC has assumed all mains and services feeding 45 plots will be in trenches pre-excavated by the Developer.

Diversionary or abandonment works may be required and are excluded from GTC's quote. The details can be obtained by contacting the upstream distribution network operators.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths. This quote does not include ducting as this is the responsibility of the Developer to install suitable ducts and jointing pits at the Developers cost to GTC specifications.

GTC's quote is based on 45 Plots having electric heating (ASHP).

GTC's quote is based on meter positions for the houses to be external on the front elevation of each property. Where internal meters are to be fitted, the Developer will be responsible for establishing a metering location in accordance with GTC standards GE-TGI-IG-0015, details of which will need to be confirmed by the Developer upon acceptance of GTC's quotation.



GTC has assumed the electrical intake and meter positions for 8 flats in 1 MSDB, will be in a single centralised location in a communal meter room on the ground floor. GTC will provide LS0H cable to connect from the Multi Service Distribution Board (MDSB) situated on the ground floor to each individual cut-out. The Developer must provide an unrestricted access route to the intake position and provide suitable space and clearances for GTC's apparatus to be installed and operated in accordance with GTC standards.

NON-DOMESTIC LOAD ASSUMPTIONS

GTC has assumed 1 three phase Landlord supply at 5kVA kVA each.

GTC has assumed a total of 1 Pumping Station (three phase), each with a Maximum Power Requirement (MPR) of 10.00kW and a maximum starting current of 46.00 Amps (soft start).

The electrical specifications will need to be confirmed upon acceptance of GTC's quotation.

Please note, alterations to this MPR and or changes to the technical specification of the equipment may require changes to the network design and could result in additional charges to the Developer.

Based on the information you have provided GTC has not included for any other lift motors, pumping stations or other disturbing electric loads (such as welders, motors or air conditioning equipment) in this quotation.

This quotation includes sufficient capacity on each domestic 100A service for an Electric Vehicle Charging Point (EVCP) of up to 7.2kW (32A) installed downstream of the meter on each domestic plot (excluding multi-occupancy dwellings). Larger EVCPs or multiple EVCPs may require a 3-phase arrangement, as well as a requirement for additional capacity, and costs for this arrangement have not been included in this quotation.

Based on the information provided, GTC has not made any allowance for industrial and commercial (I&C) Plots in this quotation.

OPTIONAL COSTS

GTC's quotation excludes meter boxes and hockey sticks. GTC's current price to supply these is an additional charge of £28.20 each for standard meter boxes, please indicate on the acceptance form if you wish to include this cost. If these are requested after acceptance of the quotation, they will be charged at the current rate at time of request.

GTC's quotation excludes the cost of Temporary Builders Supply (TBS). The indicative cost to connect this is £2,035.00, this cost assumes the Developer shall be responsible for all excavation and reinstatement; the Developer will provide a weatherproof lockable box/kiosk with suitable internal space to accommodate the meter board; the meter location is less than 25m from GTC's installed and energised mains; demand does not exceed 24kVA for single phase TBS or 69kVA for three phase TBS. This price includes for the disconnection of the temporary supply upon request. Please indicate on the acceptance form if you require a TBS included in the initial design, alternatively GTC can provide a Siteworks quotation for the additional charge when you require. TBS Siteworks quotations will be based on the current price at time of request. If a TBS is required before energisation of GTC's network, it should be requested from the distribution network operator (DNO). Any request for a TBS from a DNO should be made directly by the Developer as GTC cannot apply for this on your behalf.

GTC's quotation excludes the cost to connect adoptable street lighting columns. GTC can connect these at an additional charge, the current price for this work is £383.00 per column. This cost includes the supply and lay of 9m of service cable between GTC's existing Low Voltage (LV) mains and the streetlights, in this cost GTC has



assumed you will provide ducting and excavation to GTC specifications. If you have a Local Authority approved plan, please indicate on the acceptance form how many streetlights you require on this development and these will be added to the overall cost. A copy of the approved column location plan will be required for the design. Alternatively, when you are in a position to proceed with the streetlighting please provide a Local Authority approved design and GTC will provide a Siteworks quotation for the additional charge. Streetlight Siteworks quotations will be based on the current price at time of request. Prior to the energisation of the streetlights, you will need to have appointed an electricity supplier for the supply of the streetlights. Following the first energisation the terms of connection will be as set out in the National Terms of Connection or in a separate agreement between GTC and yourself.

GTC's Technical Guidelines for Electricity can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>



Fibre Terms

OFF-SITE WORK

This quotation includes any off-site excavation and reinstatement works required to be completed for a connection from the on-site fibre duct network on the development at the site entrance to the appointed Backhaul Provider. These works will be carried out by GTC.

GTC has assumed that all fibre duct routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

This quotation is based on GTC installing the duct and chamber infrastructure and fibre network as detailed in GTC document GF-TGI-IG-0393. All the Developer will need to install is the 54mm fibre service duct and complete installation of the chambers.

The Developer shall be responsible for all on-site excavation and reinstatement associated with the installation of the fibre network, including the mains, services and On-Site Convergence Point (OSCP).

The Developer shall be responsible for preparation within the Plots to ensure a Plot is ready to receive a fibre service. GTC will liaise with you on the specific requirements during the design stages and brief out final requirements at a fibre construction pre-start meeting.

To ensure that the homeowners moving into their new property can enjoy the maximum benefit from GTC's Ultra-Fast Fibre Optic Distribution Network, GTC strongly recommend the Developer follows the minimum in-home technical requirements as specified within the appropriate Fibre Technical Guidelines.

The Developer shall be responsible for ensuring that each Plot is pre-wired to enable the resident to receive Sky Q television services (via satellite dish or communal FIRS) in accordance with the enclosed Sky Approved Developer Terms and will highlight to purchasers of its Plots Sky Triple Play (being a phone, broadband and TV service offering provided by or on behalf of Sky) as well as the fact that Sky are the Developer's preferred solution for TV, broadband and phone services. The Developer will be required, in addition to (and separately from) GTC's Standard Terms and Conditions, to enter into (and to comply with) the enclosed Sky Approved Developer Terms. Sky pre-wiring specification documents can be found on GTC's website and via the link below.



GTC's Technical Guidelines for Fibre and Sky Q Pre-wiring Technical Specifications can be found here:
<http://www.gtc-uk.co.uk/technical-guidelines>



Water Terms

POINT OF CONNECTION

This quotation is based on a provisional point of connection (PoC) provided by Southern Water Services (SWS). The firm costs for the water connection will be confirmed after acceptance of this quotation and will be passed through for payment by the Developer at cost. GTC has been offered a PoC located at the existing 180mm HPE main on Shoreham Road (521461, 113108).

OFF-SITE WORK

This quotation includes the provisional costs for the off-site water connection work from the PoC location to the site.

GTC has assumed that all pipe routes (whether on-site or off-site) fall within either the land owned by the Developer or public highways. Should this not be the case then the Developer is responsible for obtaining all necessary land rights required by GTC and all associated legal agreements. All costs associated with any such land rights and legal agreements including, but not limited to, solicitor fees, and consideration payments made to third parties are the responsibility of the Developer (and the Developer shall reimburse GTC for any such costs incurred).

ON-SITE WORK

The Developer shall be responsible for all on-site excavation and reinstatement. GTC shall supply and install water infrastructure inclusive of the main, communication pipe, meter box and meter. The Developer shall complete installation of the meter boxes to the final finished level. Please refer to GTC technical guidelines GW-TGI-IG-0017 for further details and definitions.

The costs of carrying out any necessary diversions to the existing water network are excluded from this quotation. Please contact the Incumbent Water Company if required.

This quotation is based on all water meters located in the footpath or publicly accessible metalled surface in an individual or multiple meter boundary box. Water meters may also be located internally within each property (at the water service entry location) subject to approval by IWNL.

This quotation does not include for the construction or adoption of any booster pumps by IWNL. Should these be required, this quotation is based on the assumption that these will be adopted by the Incumbent Water Company.

This quotation assumes there is no contamination on-site and therefore all pipe has been costed as standard polyethylene (PE) pipe. No allowance has been made for any barrier pipe in this quotation.

GTC has not sized the services to the Plots for sprinkler supplies.

The Developer is to supply, free of charge, suitable concrete for thrust blocks as necessary for the water mains.



OPTIONAL COSTS

This quotation does not include any landlord's supplies or bin store services. A quotation for these can be provided after acceptance. The standard price for these supplies is £442.00 (excluding VAT) for each connection. This assumes a 25mm service and 15mm inline meter located in a boundary box within 10m of a laid or proposed IWNL main. All excavation and reinstatement to be completed by the Developer.

GTC's quotation excludes the cost for a Temporary Builders Supply (TBS). The current cost to provide this is £699.00 (excluding VAT) per TBS. This cost assumes the Developer shall be responsible for all excavation and reinstatement. The TBS will be a standard metered arrangement consisting of 32mm service pipe, a 20mm meter and a boundary box capable of providing 4m³/hr (1.1 l/s) and located within 10m of an installed or proposed IWNL main. IWNL's main and associated upstream pipe work will need to be in place and commissioned before the TBS can be installed. This price includes for the disconnection of the temporary supply upon request. Please indicate on the acceptance form if you require a TBS included in the initial design, alternatively GTC can provide a Siteworks quotation for the additional charge when you require. If a TBS is required before commissioning of IWNL's network is complete, it should be requested from the upstream Incumbent Water Company. Any request for a TBS to the upstream Incumbent Water Company should be made directly by the Developer as GTC cannot apply for this on your behalf.

This quotation excludes the costs for any fire hydrants. The cost for these will be chargeable upon confirmation from the local Fire Authority on the quantity and location of hydrants required.

NAV LICENCE

Any works in respect of the water distribution network will be conditional upon IWNL having been granted a NAV by Ofwat and acceptance by IWNL of a formal offer from the Incumbent Water Company to: (i) connect the Network to the Host Water Company's network; (ii) convey water from the Host Water Company's network; and (iii) perform any tasks ancillary to those contemplated in (i) or (ii) above.

INFRASTRUCTURE CHARGES

Infrastructure charges for water are payable on a per plot basis and will be chargeable in-line with the charges applicable at the time the water service connection is made to the building. Water infrastructure charges are revised on an annual basis and are regulated by Ofwat, for clarity this offer excludes these charges. GTC will apply for any discounts to infrastructure charges offered by the Incumbent Water Company subject to the Developer or subsequent housebuilder providing evidence that the specific conditions for any discount have been achieved.

GTC's Technical Guidelines for Water can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>

5.0 CONFIDENTIALITY

This quotation and associated documentation is confidential between GTC, Wates Group Limited and their associated parties for this project. It contains commercially sensitive information and should not be divulged to any other party without written permission from GTC.

6.0 ACCEPTANCE OF THIS QUOTATION



To accept this quotation please complete the attached Acceptance and Appointment of Transporters form (GU-SCM-FM-1005). In addition to this, please make arrangements for payment to be processed. If you wish to pay by BACS or require GTC's bank details please see GTC's Standard Terms & Conditions (GU-COB-TC-0001). Your completed Acceptance and Appointment of Transporters form and can be sent directly to sales@gtc-uk.co.uk in order for it to be processed as quickly as possible.

This quotation is given on the basis that it does not create any legal relationship between you and GTC and no agreement will come into force between us until GTC dispatches an acknowledgement of the Acceptance and Appointment of Transporters. To the fullest extent permitted by law, GTC will have no liability in contract, tort (including negligence and negligent misstatement) or otherwise for any matter set out or referred to in this quotation unless and until such an agreement comes into force (in which case any such liability will be governed by GTC's Standard Terms and Conditions).

7.0 SUPPLIER INFORMATION

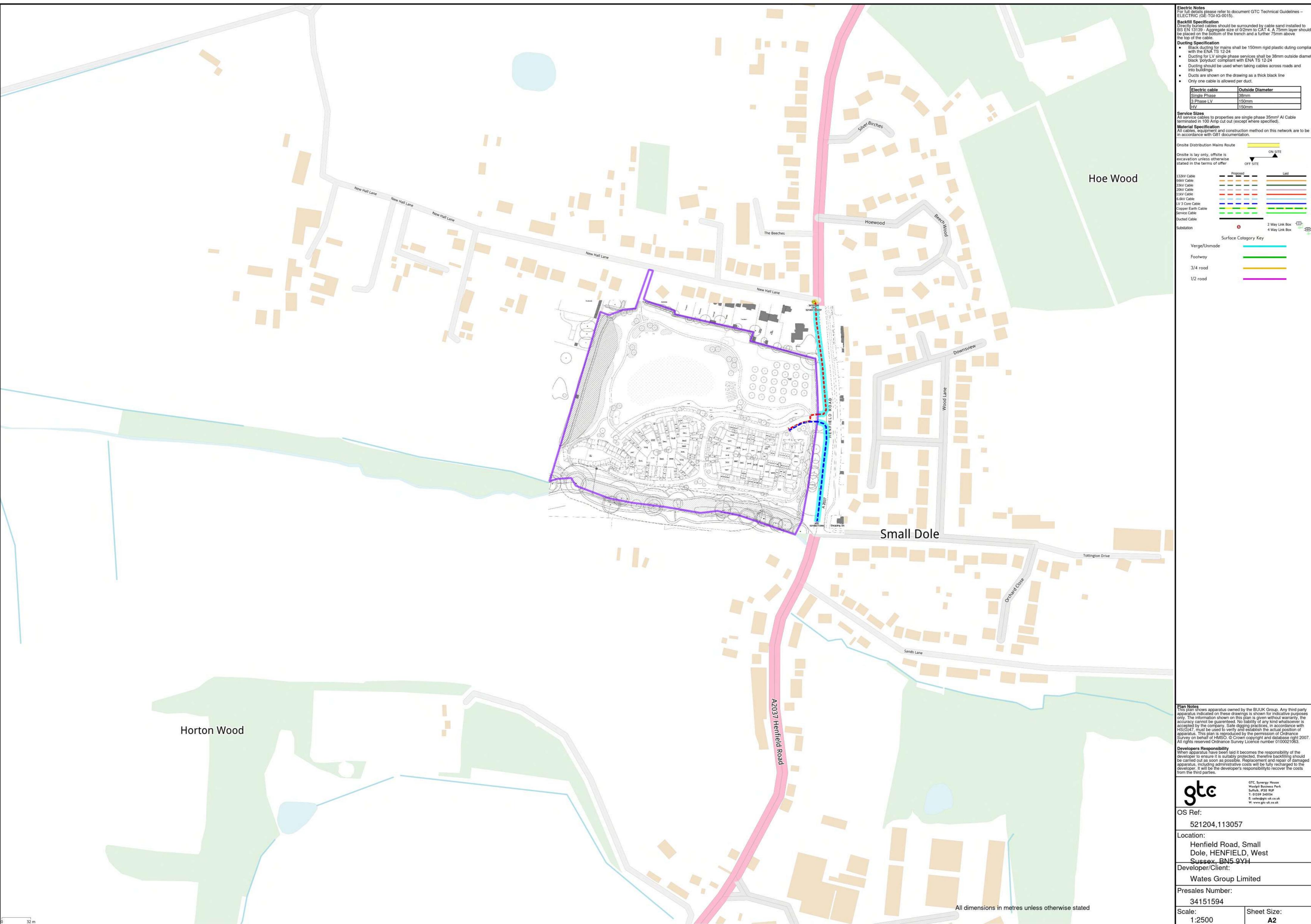
As you are aware, you are free to choose your own electricity supplier. If you have no contractual arrangements in place with a supplier, GTC would recommend British Gas to you for your electricity supply.

Information on the choice of ISPs available to homeowners on GTC's fibre networks can be found on the GTC website here: <http://www.gtc-uk.co.uk/fibre-service-providers>

Homeowners will receive their water billing directly from Independent Water Networks Ltd (IWNL). NAV networks do not result in any additional costs to the homeowner therefore their bills will be no higher than the local incumbent's charges.

8.0 CONTACT DETAILS

Should you require further details please do not hesitate to contact your GTC Sales Contact, Jack Foster (07720 064377 / jack.foster@gtc-uk.co.uk) or the Sales Support Team (01359 240154 / sales@gtc-uk.co.uk) to discuss further.





SKY APPROVED DEVELOPER TERMS

This document sets out the terms agreed between:

- (i) **Sky UK Limited** company number 02906991, with registered office address Grant Way, Isleworth, Middlesex, TW7 5QD ("Sky"); and
- (ii) **Recipient of GTC offer** in relation to Fibre services (the "Developer").

(each a "**Party**", together the "**Parties**")

BACKGROUND

- (A) The Developer owns a property development at a location in the UK (the "**Development**") and has received a utilities infrastructure quotation (the "**Utilities Quotation**") from GTC Infrastructure Limited ("**GTC**"), to provide various utilities to the properties in the Development (the "**Homes**") with a view to then advertise the Homes for sale.
- (B) The Utilities Quotation is inclusive of a rebate per Home in respect of fibre to the premises broadband services (the "**GTC Rebate**"), which includes £100 payable by Sky but conditional upon the Developer pre-wiring the Home to enable it to receive Sky Q television services via satellite dish or communal FIRS and highlighting Sky as the Developer's preferred solution and detailing an offer to prospective buyers of those Homes (the "**Residents**").
- (C) The Customer Offer will be subject to separate terms and conditions (to be provided by Sky) and will be promoted in the Developer's sales literature for the Homes.
- (D) For those Residents who take up the Customer Offer, Sky will arrange:
 - If the Resident is a new Sky TV customer, for the installation of the offer products and services in the Resident's Home; and
 - If the Resident is an existing Sky TV customer, for their existing Sky TV services to be transferred and/or upgraded where applicable to their new address.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall, unless the context requires otherwise, have the following meanings:

"Affiliate" means: in relation to any Party, a person which, directly or indirectly: (i) is Controlled by that Party; (ii) Controls that Party; or (iii) is Controlled by a person referred to in (ii) above.

"Commencement Date" means: the date upon which the Developer has accepted the utilities infrastructure quote from GTC.

"Commission" means the contribution made to the Developer by Sky as part of GTC rebate;

“Control” means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and “Controlled” shall be construed accordingly.

“Customer” means an Existing Customer or a New Customer;

“Customer Form” means: the online application form, as notified to you by Sky, to be completed by or on behalf of each Resident who wishes to apply to take up the Customer Offer;

“Customer Offer” means the offer as notified to the Developer from time to time;

“DSCR” means digital single cable router

“Existing Customer” means: a Resident who is a party to an agreement with Sky for the provision of Sky TV services at the time a Customer Form completed with the Resident’s details is submitted to Sky;

“Force Majeure” means in relation to either Party any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing any act of God, act of regulation of any governmental or supra-national authority, war or national emergency, epidemic, fire, riot or form of industrial action that is beyond the control of that Party;

“Intellectual Property Rights” or “IPR” means: patents, design rights, trade marks, copyrights (including any such rights in typographical arrangements, web sites or software), rights subsisting in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world;

“Law” means any of the following, to the extent that it applies to a Party:

- (a) any statute, regulations, by-law, ordinance or subordinate legislation in force from time to time;
- (b) the common law and the law of equity;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard enforceable by law; and
- (e) any applicable direction, policy, requirement, rule or order that is given by a Regulator;

“MDU” means: a multiple dwelling unit which contains more than 4 private residences behind one shared entrance, in the Premises;

"New Customer" means a Customer who is not, at the time a Customer Form is submitted to Sky completed with the Customer's details, party to an agreement with Sky for Sky TV services and who enters into an agreement with Sky for the provision of such services pursuant to the Customer Offer;

"Personal Data" shall have the meaning ascribed to that term in Schedule 4;

"Products" means: the products comprising the Customer Offer as notified to the Developer from time to time;

"Quarter" means a 3 month period running from 1st January to 31st March, 1st April to 30th June, 1st July to 30th September or 1st October to 31st December, as the case may be;

"Services" means: the services comprising the Customer Offer as notified to the Developer from time to time;

"Sky Security Standard" means: the Sky Security Standard available at http://corporate.sky.com/documents/pdf/tandcs/sky_Retailer_security_standard.pdf, as amended from time to time.

"Term": shall have the meaning set out in Clause 7; and

"Working Day" means: any day which is not a Saturday, Sunday, bank holiday or public holiday, in England.

- 1.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 References to any statute or statutory provision include references to that statute or statutory provision as from time to time amended, extended or re-enacted and to any rules, orders, regulations and delegated legislation made thereunder and shall include a reference also to any past statutory provisions (as from time to time amended or re-enacted) which such statute or statutory provision directly or indirectly has replaced.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. DEVELOPER'S OBLIGATIONS

- 2.1 GTC's offer is inclusive of a fibre rebate per plot; £100 of which is conditional upon the Developer acting in accordance with the following terms:

2.1.1 Pre-wiring – install & post installation:

2.1.1.1 The Developer shall procure that they or their TV system installation contractor shall enable each Home to receive Sky Q television services in accordance with the most recently received Sky specification, such specification to be notified by Sky to the Developer in writing from time to time.

2.1.1.2 Upon installation of a communal TV system the Developer and their communal TV system installation contractor shall or shall procure that:

- 2.1.1.2.1 they install and keep installed the DSCR for receiving digital satellite broadcasts;
- 2.1.1.2.2 for each Home where a DSCR is installed, provide Sky with the number of DSCR installed and the full postal address of the Home.
- 2.1.1.2.3 Following completion of the installation:
 - a) correct, replace or repair any defects in material or workmanship with the DSCR, including faults associated with the DSCR.
 - b) take good and reasonable care of the DSCR and ensure that all Sky's reasonable advice regarding the care of the DSCR is complied with;
 - c) use the DSCR as intended by Sky;
 - d) provide any necessary maintenance of the DSCR;
 - e) ensure that appropriate site and buildings insurance is in place and that the DSCR is noted on such insurance where appropriate;
 - f) ensure and warrant to Sky that the Developer has all consents and permits required for the installation of the DSCR and shall maintain all such consents and permits during the Term;
 - g) not move or remove the DSCR;

2.1.2 Marketing & Promotion:

2.1.2.1 Subject to Clause 5, ensure each Resident or potential Resident is made aware of the Customer Offer and the products and available within the Homes as well as explicitly describing Sky as the Developer's preferred provider of TV, broadband and telephone services; using marketing materials provided by Sky. The Developer shall include such marketing materials in its marketing literature for show homes in the Development, and marketing suites showcasing the Development and the Homes. The marketing materials provided by Sky shall include details of the Customer Offer, including the Customer Offer terms and conditions;

2.1.2.2 Ensure that the Resident completes and submits the Customer Form if they wish to take up the Customer Offer in their presence whilst at the Development's marketing suite or sales office.

- 2.2 For each Resident who takes up the Customer Offer the Developer shall provide Sky with access to the relevant Home to install the Resident's Products and Services if required.
- 2.3 The Developer shall carry out its obligations under this Agreement in compliance with all applicable Law.

3. SKY'S OBLIGATIONS

3.1 Sky shall:

- 3.1.1 make the Customer Offer available unless the Parties agree otherwise in writing;

3.1.2 provide the Developer with marketing materials in accordance with Clause 4 to enable it to promote the Customer Offer and the Products and Services in the Developer's sales literature for the Premises and in accordance with this Agreement;

3.1.3 use reasonable endeavours to ensure it complies with the Developer's health and safety policies or other reasonable instructions when attending the Development and/or Homes. The Developer may require Sky to adjust or move any installation for the purpose of complying with: planning consents; building regulations; health and safety law or regulations or policies; or structural, aesthetic, architectural and building design requirements of the Developer;

3.1.4 shall contact each Resident to:

(i) process the sale of the Products and Services, and carry out the in-home installation services in the Resident's Home, if a New Customer and

(ii) arrange a date for the Resident's existing Sky Products and/or Services to be transferred and installed in the Resident's Home, if an Existing Customer,

provided that:

(iii) The Resident or the Developer on behalf of the Resident has submitted a Customer Form complete with the Resident's correct details in accordance with Clause 3.1.5;

(iv) the Resident is eligible to enter into a Sky subscription contract; and

(v) where relevant, communal system has been installed in the Resident's MDU in accordance with Clause 2.1.1

3.1.5 Sky shall arrange for the delivery of all Sky customer communications (including "Welcome to Sky" communications) to those Residents who take up the Customer Offer.

3.1.6 Sky shall, where applicable, provide the digital single cable router ("DSCR") required for receiving digital satellite broadcasts to the Developer free of charge in accordance with the process in Schedule 1.

4 TITLE AND OWNERSHIP OF THE DSCR

The Parties acknowledge and agree that, on and from the date the DSCR is received by the Developers communal system installation contractor, all title in, benefit of and risks associated with the DSCR shall reside with the Developers communal system install contractor, including any outstanding cover under the manufacturer's warranty for the DSCR.

5 MARKETING OBLIGATIONS

5.1 The Parties shall agree to promote the Customer Offer and the Products and Services in the Development and/or Homes and as part of the Resident's Home purchasing process.

5.2 The marketing materials which promote the Customer Offer in conjunction with the Development and Homes, and Sky's Products and Services shall be solely branded with Sky's logos and trademarks unless otherwise agreed.

5.3 All marketing materials relating to the Customer Offer and Sky's Products and Services shall be produced by Sky.

5.4 The Developer shall not:

- 5.4.1 alter or make any amendment or addition to the marketing materials relating to the Customer Offer or the Products and Services, which are supplied to the Developer by Sky unless reasonably asked to do so by Sky (and such amendments and additions shall be subject to Sky's review and approval);
- 5.4.2 without the prior agreement of Sky use Google Adwords (or similar search engine marketing) including the Sky trade mark or any other Sky Intellectual Property rights; and
- 5.4.3 use its own marketing material to promote the Customer Offer or the Products and Services, without Sky's prior written consent, which consent shall not be unreasonably withheld or delayed.

5.5 The cost of all marketing material provided to the Developer by Sky shall be borne by Sky.

5.6 All marketing material provided to the Developer by Sky shall be owned by Sky.

5.7 The Parties acknowledge that Sky may change the design and content of any marketing material provided to the Developer as well as the relevant Customer Offer and, upon request, the Developer shall replace any existing marketing material with any new material that is supplied to it, within 5 Working Days.

6 TRAINING OBLIGATIONS

6.1 Subject to the requirements set out at Clause 2, the Developer shall ensure that all Developer personnel who promote and market the Products and/or Services pursuant to the terms of this Agreement shall be given appropriate training by Sky of the Customer Offer, relevant Products and Services and and how to refer Residents to take up the Customer Offer.

7 TERM AND TERMINATION

7.1 This Agreement shall commence on the Commencement Date and shall continue until the last Home has been occupied for the first time or if terminated by Sky by giving the other Party at least 90 days' written notice ("Notice") or otherwise terminated in accordance with this Clause 7 (the "Term").

7.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement immediately by giving written notice to the other Party if:

- 7.2.1 the other Party commits a material breach of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so by the non-breaching Party.

7.2.2 the other Party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a similar event occurs; or

7.2.3 in any period of twelve months, there shall have been any delay or failure in performance under this Agreement on the part of the other Party resulting from any occurrence of an event or events of Force Majeure which delay or failure shall have continued for an aggregate period of two (2) months.

7.3 Termination or expiry of this Agreement shall not affect any rights of either Party in respect of any antecedent breach of this Agreement by the other Party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either Party.

7.3 Upon termination of this Agreement:

7.3.1 each Party shall immediately stop using the other Party's Intellectual Property Rights;

7.3.2 the Developer shall:

- a) immediately stop promoting the Customer Offer, and within 14 Working Days remove all marketing materials which promote and reference the Customer Offer from the Premises; and
- b) return to Sky or otherwise dispose of in accordance with the reasonable directions of Sky all marketing materials, Customer Forms (completed or otherwise) and other information and documentation relating to the Customer Offer and the Products and Services.

7.3.3 In the event Notice is served by Sky pursuant to Clause 8.1, and subject to Clauses 2.1.4 (iii) (iv) and (v), the Parties shall each perform their obligations set out in Clauses 2 and 3, as applicable, in respect of each Resident whose completed Customer Form has been submitted to and received by the ASHA in accordance with Clause 3.1.5 prior to the date of termination or expiry of the Agreement.

8 WARRANTIES

8.1 The Developer warrants:

8.1.1 It is the owner of the Development and the Homes;

8.1.2 It is not aware of any matters within its control at present reasonably might or will materially affect its, or Sky's ability to perform the obligations set out in this Agreement;

8.1.3 It has full legal authority to enter into this Agreement;

8.2 The Developer acknowledges and agrees it is the Data Controller for the purpose of collecting prospective Customer contact information and warrants that it has all appropriate consents and permissions necessary for the performance of any processing under this Agreement.

8.3 Except as specified in this Agreement, all other terms and conditions, warranties, undertakings and representations of any kind whatsoever, express or implied whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

9 COMMISSION AND PAYMENTS

9.1 The parties acknowledge and agree that the £100 Commission payable to the Developer by Sky shall be included in the GTC Rebate and is conditional upon the Developer pre-wiring the plot to enable the resident to receive Sky Q television services (via satellite dish) and in accordance with Clause 2.

10 INTELLECTUAL PROPERTY

10.1 All Intellectual property rights existing prior to the Commencement Date of this Agreement ("Existing IPR") shall belong to the Party that owned such rights immediately prior to such date.

10.2 The Parties acknowledge that any IPR created by a Party in connection with this Agreement ("Developed IPR") shall vest in the Party that created such Intellectual Property, provided that the Parties jointly approve its format and use, and neither Party shall develop any logo in connection with the Customer Offer without the prior written approval of the other party and written agreement on the ownership of such logo which approval will not be unreasonable withheld or delayed.

10.3 To the extent that either Party requires the use of the other Party's Existing or Developed IPR to fulfil its rights and obligations under this Agreement, each Party grants to the other Party a non-exclusive royalty free licence to use such IPR during the Term solely for the purpose of performing its rights and obligations under this Agreement.

10.4 Each Party agrees that it will comply with the other Party's brand guidelines for use of its IPR, and will not use the other Party's IPR without prior written approval, which will not be unreasonably withheld or delayed, and will cease or correct the use of such IPR if requested to do so by the other Party.

10.5 Each Party represents and warrants to the other Party that its own IPR shall not infringe the Intellectual Property Rights of any third party and the Developer shall indemnify and hold harmless Sky from and against any and all losses, damages, costs or expenses incurred as a result of any third party claim that the Developer's IPR infringes any such third party's Intellectual Property Rights.

11 CONFIDENTIALITY

11.1 Each Party (the "Receiving Party") must keep confidential all information and documentation disclosed by the other Party (the "Disclosing Party"), before or after the Commencement Date, to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to this Agreement, or any other operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party must not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.

11.2 During the Term, the Receiving Party may only disclose the Confidential Information to its employees and sub-contractors (any such person being referred to in this Clause as the “**Recipient**”) to the extent that is reasonably necessary for the purposes of this Agreement. The Receiving Party must procure that each Recipient is made aware of and complies with all the Receiving Party’s obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.

11.3 The obligations referred to in Clauses 11.1 and 11.2 do not apply to any Confidential Information which is:

- 11.3.1 on the Commencement Date already in, or at any time after the Commencement Date comes into, the public domain, other than through breach of this Agreement by the Receiving Party or any Recipient;
- 11.3.2 furnished to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; or
- 11.3.3 required to be disclosed by the Receiving Party by law or regulatory requirement of any stock exchange, provided that the Receiving Party must give the Disclosing Party upon the Disclosing Party’s request or termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

11.4 All tangible forms of Confidential Information, including (but not limited to) all summaries, copies, excerpts, or any Confidential Information whether prepared by the Disclosing Party or not, will be the sole property of the Disclosing Party, and will be immediately delivered by the Receiving Party to the Disclosing Party upon the Disclosing Party’s request on the termination or expiry of this Agreement (whichever is the earlier). The Receiving Party must not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

12 LIABILITY

12.1 Neither Party excludes or restricts liability for (i) death or personal injury resulting from its own negligence; or (ii) any matter to the extent that it is not capable of being excluded or limited by applicable law.

12.2 Each Party shall only be liable for direct damages arising in relation to this Agreement, and in no circumstances shall either Party be liable in contract, tort (including negligence or breach of statutory duty), warranty, strict liability or otherwise for any (i) indirect, special punitive, incidental or consequential loss or damage; (ii) loss of profits; (iii) loss of business or anticipated savings; (iv) loss of revenue; or (v) loss of goodwill, whether or not such losses were foreseeable.

12.3 Sky’s maximum total aggregate liability in contract, tort (including negligence), warranty, strict liability or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to the total sum paid by Sky as part of the GTC Rebate pursuant to this Agreement.

12.3 The limitations and exclusions of liability set out in Clauses 13.2 and 13.3 shall not apply to Clause 13.1, breaches of Clause 11, 12 and/or 15 fraudulent misrepresentations or misstatement by a Party, any act intended to cause material loss or damage to the rights of

either Party under this Agreement or fraudulent act or omission of a Party, the indemnity obligations set out in Clauses 11.5 or any liability that may not otherwise be limited or excluded by law.

13 FORCE MAJEURE

13.1 Neither of the Parties to this Agreement shall have any liability whatsoever or (without prejudice to Clause 8.2.3) be deemed to be in default for any delays or failures in performance under this Agreement resulting from any occurrence of an event of Force Majeure provided that this shall not apply where the occurrence or event consists of or results in a shortage of funds. The occurrence or existence of any event of Force Majeure shall be immediately notified by the Party affected thereby to the other. The affected Party shall use reasonable endeavours to remedy as quickly as possible the effect of said event of Force Majeure.

14 DATA PROTECTION

The processing of Personal Data under this Agreement shall be governed by the DPA set out at Schedule 2. Without affecting any other provision of the Agreement, a breach by you of any provision of the DPA, constitutes a material breach of the Agreement and you hereby indemnify the Sky against all threatened or actual Loss suffered by or brought against them in connection with a breach by you of this clause 14.

As contemplated in clause 2.1 of the Data Processing Agreement in Appendix 1 to the Terms & Conditions, the details of the personal data processing carried out by the Supplier in connection with the Deliverables provided under this Order:

Purpose(s)	Capture personal details of potential Sky customers to then refer those details on to Sky.
Duration	For the Term of the Agreement.
Subject-matter and nature	Provision of Sky TV, Broadband and Telephone Services
Types of personal data processed	Name, Address, Email Address, Telephone Number, Bank Account Details.
Categories of data subjects to whom such personal data relate	Existing and Prospect Sky Customers.

15 GENERAL

15.1 Nothing in this Agreement shall constitute a joint venture, employment arrangement or partnership between the Parties. The Parties are independent contractors.

15.2 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

15.3 Sky reserves the right to vary any term of this Agreement (including any Schedule thereto) on the provision of one (1) month's notice in writing to the Developer. If the Developer continues

to market and supply the Products and Services following the end of such notice period, the Developer will be deemed to have accepted the varied term(s) of the Agreement.

Notwithstanding the foregoing the parties agree that Sky may change Customer Offers from time to time without notifying the Developer and without their signature and consent.

- 15.4 Other than as required by law or regulation, the Parties shall procure that the terms of this Agreement shall remain confidential save to the extent necessary to perform the obligations under this Agreement or where required to be disclosed by law.
- 15.5 Any notice under this Agreement to Sky shall be in writing and sent by prepaid, recorded delivery, first class post to:
 - i. If for **Sky**: David Nessim-Legal Counsel Sky UK and copied to Matthew Davies, Head of Homes. Sky UK
 - ii. If for the **Developer**: As recorded under the Developer's Agreement with GTC.
- 15.6 The rights and obligations of the Developer under this Agreement are personal to the Developer and shall not be assigned, sub-contracted, delegated, transferred, mortgaged, charged or otherwise disposed of without the previous written consent of Sky. In any event the Developer shall be liable for all acts and omissions of any sub-contractor or assignee.
- 15.7 Sky may assign, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose of its rights and obligations under this Agreement to a Sky Affiliate as it may see fit.
- 15.8 No waiver of any term of this Agreement shall be effective unless in writing and signed by the waiving Party.
- 15.9 Without prejudice to Clause 7.3, the following Clauses shall continue in force on and after the termination or expiry of this Agreement: Clause 9 (Payment), , Clause 10 (Intellectual Property), Clause 11 (Confidentiality), Clause 12 (Liability), Clause 14 (Data Protection), Clauses 15.6, 15.7, 15.8, 15.9, 1.11.
- 15.10 This Agreement shall form the entire agreement between Sky and the Developer relating to the Development and, without affecting any of Sky's remedies (or the Developer's liability) for any misrepresentation by the Developer, the Agreement replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral and prevails over any inconsistent terms or conditions or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 15.11 A person who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.
- 15.12 This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

HOW dSCRs are issued

dSCRs are issued to your communal system contractors via either of our Satellite Distribution Partners:

- **Eurosat** – <http://www.eurosat.com/branches>
- **Alltrade** - <http://www.alltrade.co.uk/trade-counters>

- a) Developer provides their plot to postal block addresses to Sky so we can register the properties on our internal systems.
- b) Developer awards the Communal TV Installation to their installer who will then register an account (Eurosat or Alltrade will setup a Sky web account if required) at the following link - <http://www.distributorreferrals.sky.com/>.
- c) Your installer will then contact their local Eurosat or Alltrade office to request the dSCRs for the specific Block address.
- d) Eurosat or Alltrade will check the address against the system to ensure it is approved by Sky before issuing the dSCRs.
- e) Your installer will request the number of dSCRs they need for the job and Eurosat or Alltrade will supply and raise an invoice for the dSCRs to your installer.
- f) Your installer will then install and commission the dSCRs in the Block
- g) Your installer will then add the install photos on completion of the system to the portal and submit the full registration.
- h) Eurosat or Alltrade will then zero the invoice, thus providing the equipment free of charge.
- i) If after 90 days, the dSCR has not been installed or you do not register the postal block address, an invoice for payment of the dSCR in full by Developer will be raised.

SCHEDULE 2

DATA PROCESSING AGREEMENT

This data processing agreement ("DPA") forms part of and is subject to the Agreement entered into by Sky and the Developer. Terms not otherwise defined in this DPA shall have the same meaning as in the Agreement. In the event of a conflict or inconsistency between this DPA and the remainder of the Agreement, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Agreement explicitly overrides any provision of the DPA by specific reference to such provision(s).

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the meanings ascribed to them:

"Applicable Data Protection Law" means (a) prior to 25 May 2018, the Data Protection Directive (95/46/EC), or, from 25 May 2018, the General Data Protection Regulation (EU 2016/679), and (b) the Directive on privacy and electronic communications (2002/58/EC, as amended), as well as, for each of (a) and (b) above, all Laws implementing such Directives and/or Regulation, as amended or updated from time to time. In the event, any such Directive, Regulation or Laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or Law shall be deemed to constitute Applicable Data Protection Law.

"Instruction" means a written instruction (including by email) from Sky to the Developer relating to the Developer's processing of personal data as Sky's processor.

1.2 Where defined in Applicable Data Protection Law, the terms "**controller**", "**data subject**", "**data protection impact assessment**", "**data protection officer**", "**personal data**", "**personal data breach**", "**prior consultation**", "**pseudonymisation**", "**processor**", "**processing**", "**restriction of processing**", "**supervisory authority concerned**" shall have the same meanings as ascribed to them in Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

2. DATA PROTECTION OBLIGATIONS

2.1 Sky, acting as controller, hereby appoints the Developer for the duration of this Agreement as its processor. The details of such personal data processing (namely, the purpose(s), duration, subject-matter and nature of such processing as well as the types of personal data processed by the Developer as Sky's processor and the categories of data subjects to whom such personal data relate) are set out in the Order(s) and such details shall only apply in respect of the personal data processing carried out under such Order(s).

2.2 The Parties agree to comply with their respective obligations as controller and processor under Applicable Data Protection Law and the Developer acknowledges that nothing in this DPA relieves it from its responsibilities and liabilities under Applicable Data Protection Law.

2.3 The Developer shall only process personal data as Sky's processor in accordance with Sky's lawful Instructions and notify Sky immediately in the event it reasonably believes any Instruction given by Sky is contrary to Applicable Data Protection Law. The Parties agree that

this Agreement is comprised of Sky's main set of Instructions and the Developer acknowledges that Sky may issue supplemental Instructions in relation to personal data the Developer processes as Sky's processor, including for the Developer to:

- 2.3.1 provide at its cost reasonable assistance to Sky, taking into account the nature of processing and the information available to the Developer, so that Sky is able to:
 - (A) access all documents (in full or only in so far as they relate to personal data processed by the Developer as Sky's processor) which the Developer is required to maintain under Applicable Data Protection Law (if any) about such personal data processing;
 - (B) discuss with the Developer's data protection officer (if appointed) the Developer's processing of personal data;
 - (C) manage and respond to the exercise by any data subject of any of the rights afforded to data subjects under Applicable Data Protection Law;
 - (D) manage and respond to any notices or questions addressed to Sky the supervisory authority concerned;
 - (E) evaluate the technical and organisational measures the Developer is required to implement under clauses 2.4, 2.6 and 2.8;
 - (F) manage, mitigate and resolve any personal data breach, including the preparation and filing of any notification of any personal data breach to the supervisory authority concerned or relevant data subject(s);
 - (G) carry out data protection impact assessments (at Sky's discretion) and prior consultations with the supervisory authority concerned (where required under Applicable Data Protection Law) in relation to the personal data the Developer processes as Sky's processor; and
 - (H) demonstrate its compliance with its obligations under Applicable Data Protection Law; and
- 2.3.2 allow for and reasonably collaborate with (both at the Developer's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Developer, any of its sub-contractors and/or any of the facilities and IT systems used to process personal data on Sky's behalf from time to time (including before such processing commences) to verify the Developer's compliance with its obligations under this DPA and Applicable Data Protection Law.

2.4 Subject to clauses 2.5 and 2.7, the Developer shall:

- 2.4.1 keep the personal data it processes as Sky's processor strictly confidential;
- 2.4.2 ensure that its personnel are bound by appropriate, written and enforceable confidentiality obligations concerning the personal data and that they process such personal data only in accordance with Sky's Instructions;
- 2.4.3 not allow any third party access to the personal data or otherwise transfer the personal data to any third party; and

2.4.4 not transfer the personal data outside of the European Economic Area.

2.5 If the Developer is required by Law to grant access to or otherwise transfer the personal data to a third party (whether nationally or internationally), it shall:

- 2.5.1 if permitted by Law, give Sky as much prior notice as is reasonably possible (including reasonable information concerning such access or transfer and the relevant requirement(s) under Law);
- 2.5.2 limit such access or transfer to the minimum reasonably possible; and
- 2.5.3 provide Sky at the Developer's cost with all reasonable assistance should Sky choose to challenge such access or transfer.

2.6 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall:

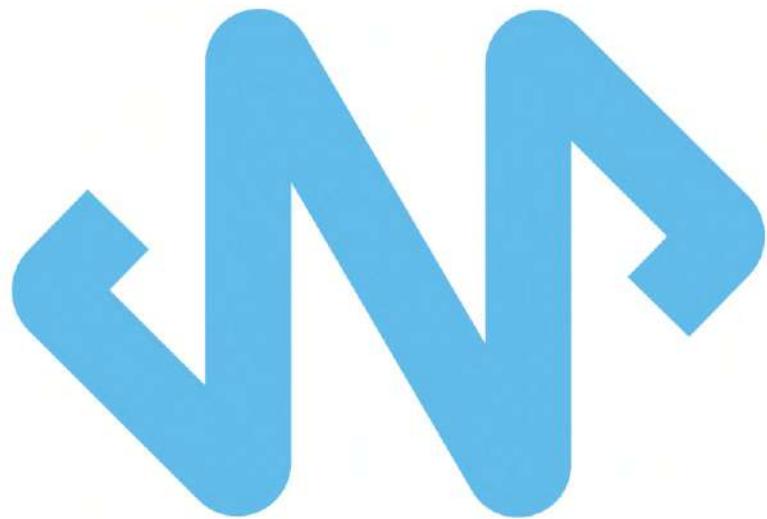
- 2.6.1 implement and document appropriate technical and organisational measures to ensure a level of security appropriate to the risk to the rights and freedoms of the data subjects presented by the Developer processing personal data as Sky's processor, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of such processing as well as the varying likelihood and severity of such risk, including measures to:
 - (A) guard against unauthorised or unlawful processing and personal data breaches;
 - (B) as appropriate, apply pseudonymisation and encryption to the personal data;
 - (C) ensure the ongoing confidentiality, integrity, availability and resilience of the Developer's and any sub-contractor's processing systems and services;
 - (D) restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (E) regularly test, assess and evaluate the effectiveness of such technical and organisational measures;
- 2.6.2 without prejudice to the generality of clause 2.6.1, comply with the Sky Security Standard; and
- 2.6.3 annually certify its compliance with clauses 2.6.1 and 2.6.2 to Sky in writing.

2.7 The Developer shall only allow a sub-contractor to process the personal data the Developer processes under this Agreement as Sky's processor if:

- 2.7.1 such sub-contractor's processing of such personal data is carried out exclusively from a territory that is deemed to provide an adequate level of protection under Applicable Data Protection Law or where such processing is otherwise deemed to be subject to adequate levels of protection under Applicable Data Protection law;
- 2.7.2 it notifies Sky, providing reasonable details;
- 2.7.3 obtains Sky's prior written consent; and
- 2.7.4 the written contract under which such sub-contractor processes such personal data is not less onerous than this DPA.

For the avoidance of doubt, the requirements of this clause 2.7 also apply in the event the Developer wishes to change the contract referred to in clause 2.7.4 and, in any case, the Developer shall remain fully liable to Sky for acts and omissions of the Developer's sub-contractors.

- 2.8 For the duration the Developer acts as Sky's processor under clause 2.1, the Developer shall implement appropriate technical and organisational measures in relation to the personal data it processes as Sky's processor to ensure that it is able to promptly:
 - 2.8.1 provide to Sky any such personal data in a commonly used electronic format, implement the restriction of processing of any such personal data, delete any such personal data and/or modify any such personal data if it receives an Instruction to do so by Sky; and
 - 2.8.2 identify if any data subject requests to exercise any of the rights afforded to data subjects under Applicable Data Protection Law in relation to such personal data.
- 2.9 The Developer shall notify Sky:
 - 2.9.1 promptly if it receives any notice, request, query, consultation or complaint from the supervisory authority concerned or any data subject relating to the personal data the Developer (or any sub-contractor) processes as Sky's data (sub)processor (including the requests and/or notices referred to in clause 2.8.1) or that otherwise concern to Sky and/or the Developer's compliance with Applicable Data Protection Law;
 - 2.9.2 without undue delay (and, in any event, within 24 hours) via email to DataIncidents@sky.uk, if it becomes aware of any personal data breach or breach of this DPA or reasonably suspects that a personal data breach or breach of this DPA occurred, providing, to the extent reasonably possible, the information Sky is required under Applicable Data Protection Law to provide to the supervisory authority concerned.
- 2.10 Subject to the Developer's requirements under Law, if the Developer becomes aware of any personal data breach and without prejudice to clauses 2.3.1(F) and 2.9.2 Sky is exclusively responsible for preparing and managing any notification of and/or correspondence with the supervisory authority concerned, any data subject and/or other third party relating to such personal data breach. Subject to the preceding sentence and any Instruction under clause 2.3.1(F), the Developer shall take all reasonable steps at its cost to investigate, mitigate and resolve such personal data breach.
- 2.11 Upon the Agreement's or relevant Order's (as applicable) termination or expiry (whichever is sooner) and subject to any Instruction to the contrary as well as the Developer's obligations under Law, return to Sky in a reasonably commonly used digital format the personal data it processes as Sky's processor under the Agreement or the relevant Order (as applicable) and then promptly delete and cease processing all such personal data. The Developer shall ensure that all of its sub-contractors (if any) comply with this clause 2.11 and certify its and such sub-contractors compliance to Sky in writing.



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