

Water and Sewers

Utility Reports

From: Mary Horsted <[REDACTED]>
Sent: 23 March 2016 15:34
To: Utility Reports
Subject: Portsmouth Water - Mapping Request Bonhams Field, Main Road, Yapton, West Sussex
Attachments: Bonhams Field, Main Road, Yapton.pdf

Good Afternoon,

NETWORK MAINS PLAN

Further to your email below, please find enclosed a section of Ordnance Survey sheet on which indicates the approximate positions of the Company's existing water mains. I have also included an "as laid" plan of the approximate position of the new network main. I am unable to indicate the approximate position of the water services to the various properties fronting your works, but wherever there are surface stopcock or meter boxes it should be assumed that a service pipe is connected to the Company's mains. I would suggest that should you require accurate information regarding the location of the Company's installations then trial holes be taken.

It would appear at this stage that your proposed works would not affect the Company's installations. I would however, suggest that should it be found necessary to carry out any alterations of the Company's installations then this be covered by a Works Order issued at that time.

All surface boxes should be adjusted to final levels.

Please be aware that the Ordnance Survey data provided to you with this letter may only be used under the terms of your own agreement with Ordnance Survey in relation to your right to meet your Statutory Obligations.

Kind Regards

Mary Horsted
Streetworks and Administration Team Leader
Portsmouth Water
[REDACTED]

From: Utility Reports [REDACTED]
Sent: 23 March 2016 14:18
To: Kerry Hughes <K.Hughes@portsmouthwater.co.uk>; Mick White <M.White@portsmouthwater.co.uk>; Asset.Enquiries <Asset.Enquiries@portsmouthwater.co.uk>; Distribution Admin <D@portsmouthwater.co.uk>
Subject: RE: GRS01998_Bonhams Field, Main Road, Yapton, West Sussex, BN18 0DX. Plant Location request.

Re: NRSWA91 Plant Location Request. GRS01998

RE: Bonhams Field, Main Road, Yapton, West Sussex, BN18 0DX
OS Grid: 497547,103471
Our Reference: GRS01998

Our Company is currently undertaking a utility survey of the site indicated by the co-ordinates detailed above and the area highlighted on the attached plan/map.

As part of this survey we are required to indicate positions and descriptions of all main statutory services and wayleaves on site and in the adjoining roads where applicable.

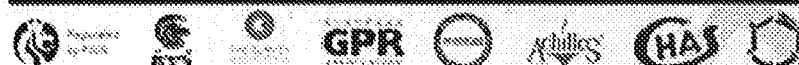
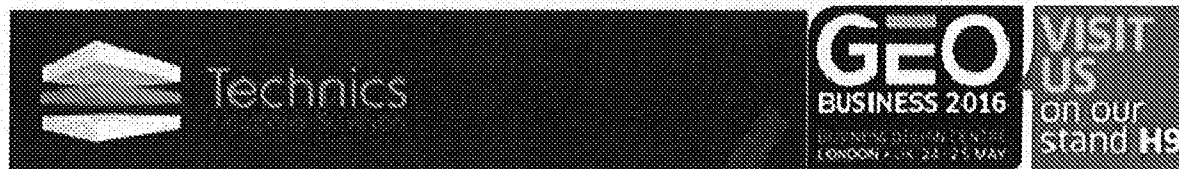
We therefore request that you supply us with relevant plan information at your earliest convenience.

Thanking you in advance of your co-operation.

Yours faithfully

Stephen Sawyer
Technical Report Administrator

For and on behalf of Technics Group



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Registered Office: Technics House, Merrow Business Park, Guildford, GU4 7VA

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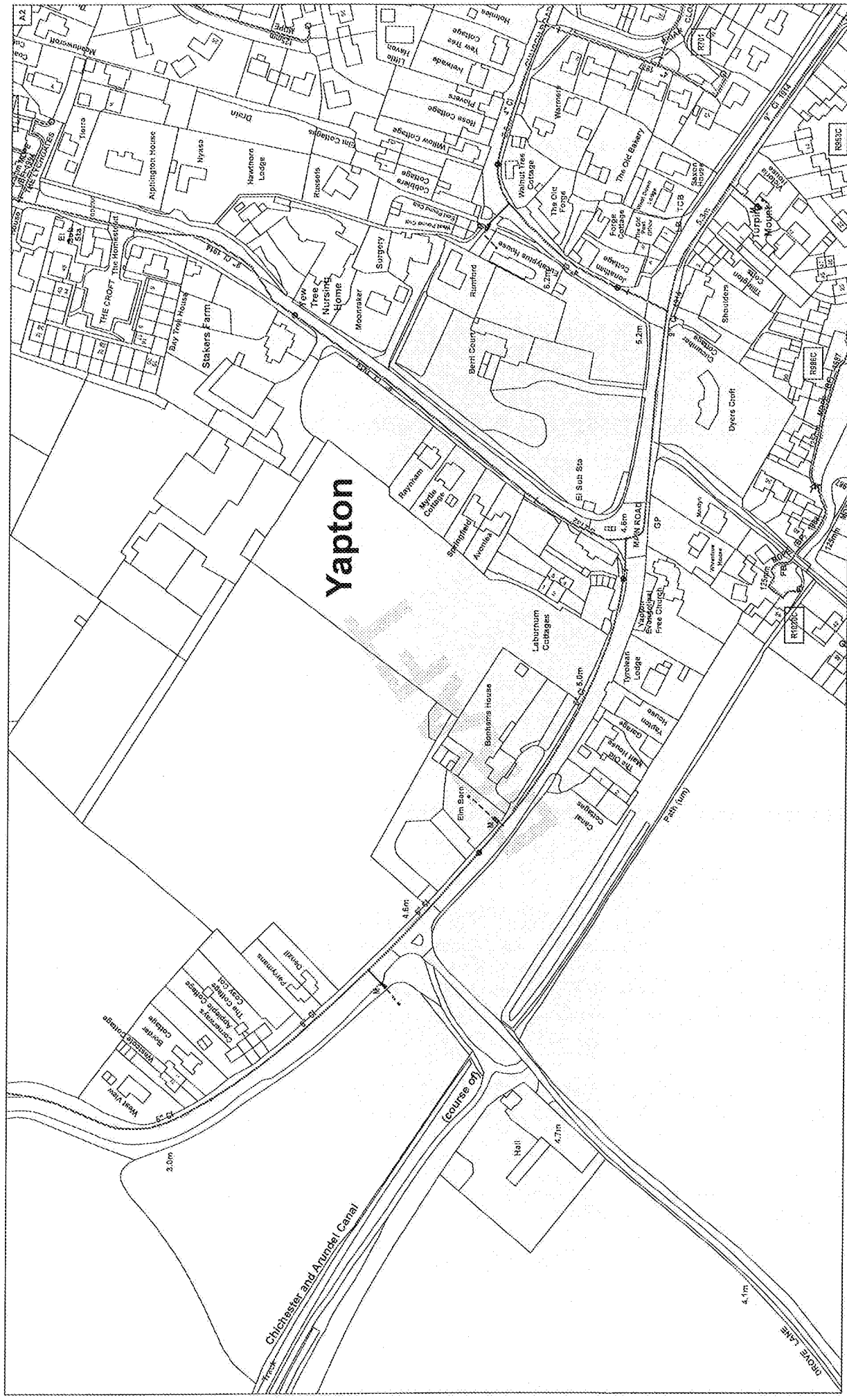
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Registered Office: Portsmouth Water Ltd, P.O. BOX NO. 8, West Street, Havant, Hampshire. PO9 1LG.
Telephone (02392)499888. Fax (02392) 453632. Registered in England No 2536455. VAT No. GB 615375835

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Yapton

Legend

- EXISTING MAIN
- ABANDONED MAIN
- PROPOSED MAIN
- COMPANY WAREHOUSE
- WASHOUT FIRE HYDRANT
- FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- NO TO BE CUT OUT UNLESS PURCHASED BY LOCAL AUTHORITY
- PT TO BE CUT OUT UNLESS PURCHASED BY LOCAL AUTHORITY
- WOSH TO BE CUT OUT UNLESS PURCHASED BY LOCAL AUTHORITY

Bonhams Field, Main Road, Yapton, West Sussex

Portsmouth Water

Registered Office:
Portsmouth Water, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Technics Group
Technics House
Merrow Business Park
Guildford
GU4 7WA

Your Ref GRS01998
Our Ref 212480
Date 30 March 2016
Contact 

Attention: Stephen Sawyer

Dear Sirs

Provision of Public Sewer Main Record Extracts – VAT Receipt
Bonhams Field, Main Road, Yapton, West Sussex, BN18 0DX

Further to your recent enquiry regarding the provision of Southern Water apparatus record extracts for the above location.

Please be aware that there are areas within our region in which there are neither sewers nor water mains. Similarly, whilst the enclosed extract may indicate the approximate location of our apparatus in the area of interest, it should not be relied upon as showing that further infrastructure does not exist and may subsequently be found following site investigation. Therefore actual positions of the disclosed (and any undisclosed) infrastructure should be determined on site, because Southern Water does not accept any responsibility for inaccuracy or omission regarding the enclosed plan and accordingly it should not be considered to be a definitive document.

I confirm payment of the appropriate fee in the sum of £ **49.92**

The breakdown of costs is as follows: -

- | | |
|--------------------------------|---------|
| • Provision of record extracts | £ 41.60 |
| • VAT @ 20.0% | £ 8.32 |

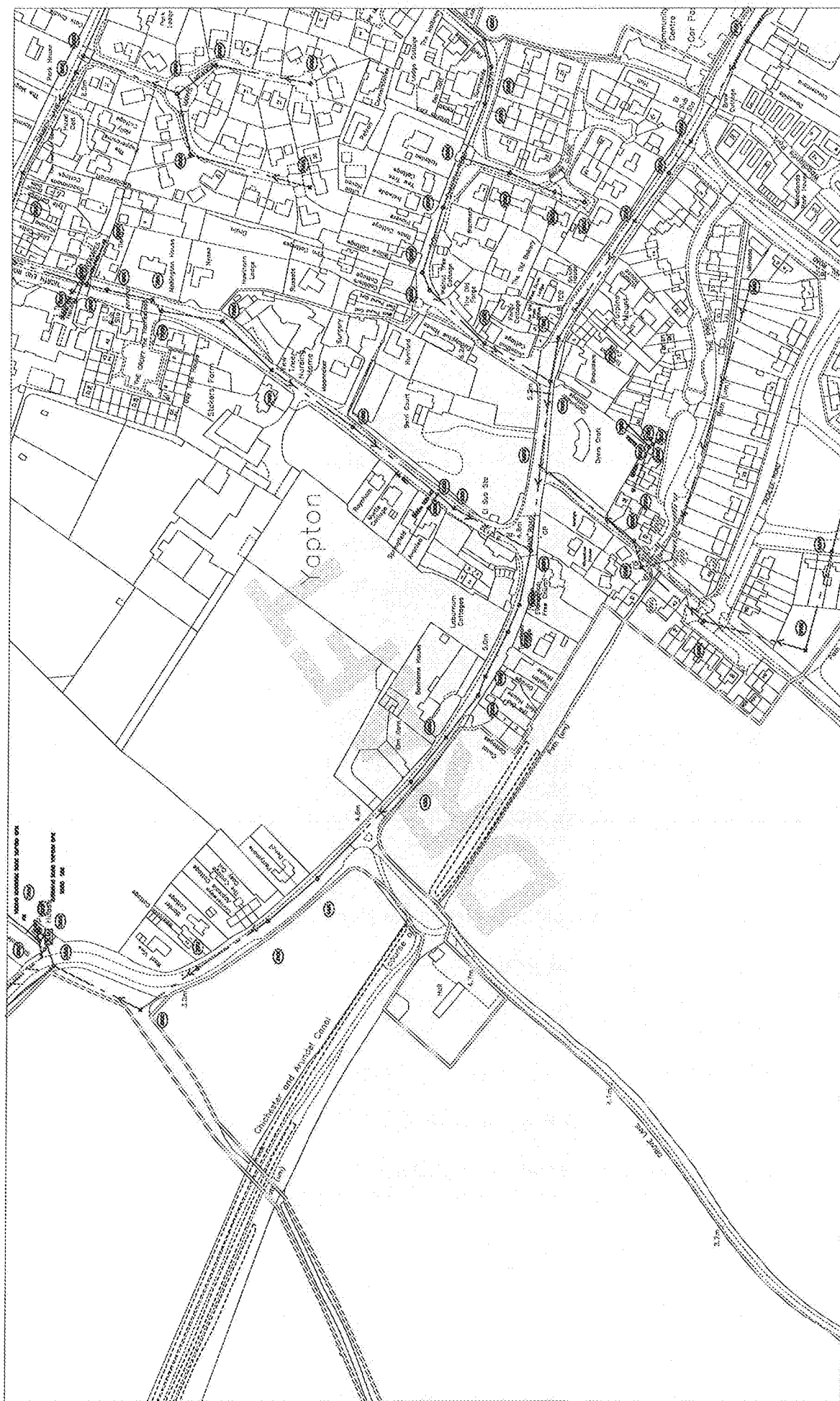
VAT Registration Number 813 0378 56

Should you require any additional information regarding this matter please contact this office at the address given at the foot of this letter.

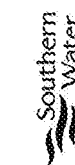
Yours faithfully

Land Search Department

SEWER RECORDS PAGE 1 OF 2



497993



The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility for the event of inaccuracy.

The actual positions should be determined on site.

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Page 54 of 70

U.S. RES.

SU9703SE

497051

Title: 212480_Bonhams Field, Main Roa

Date: 3/2016

Drawn by: yadavs

Scale: 1:2500

3/2018

ARUN DISTRICT COUNCIL-Y/59/20/DOG

Node	Cover	Invert	Size	Material	Shape	Node	Cover	Invert	Size	Material	Shape
94022X	8.988	5.78	150	VC	CRC	94022X	8.988	5.78	150	VC	CRC
95022X	8.838	5.037	150	VC	CRC	95022X	8.838	5.037	150	VC	CRC
95025X	7.037	3.98	150	VC	CRC	95025X	7.037	3.98	150	VC	CRC
96022X	8.775		175	VC	CRC	96022X	8.775		175	VC	CRC
96023X	8.288		175	VC	CRC	96023X	8.288		175	VC	CRC
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END USER LICENCE AGREEMENT

1 Introduction

By accessing this DATA the End User agrees to abide by the Terms and Conditions of Licence contained herein.

2 Definitions

- **LICENSOR** – emapsite.com Limited (Registered Number 3931726: MASDAR House, 1 Reading Road, Eversley, Hants RG27 0RP) who have been licensed to market the Intellectual Property Rights of others under these terms.
- **RESELLER** – Groundsure Limited and/or their own channel partners
- **END USER** – the person, organisation or company who is accessing the DATA, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due to the Reseller in consideration for such Licence, and is identified as the person, organisation or company given on the corresponding invoice for this product from the Reseller.
- **DATA** - means the Products licensed and made available to the End User by the Licensor as a series of data sets which together provide indicative maps showing the underground assets of Utility Providers for England, Wales and Scotland and compiled by Subtechnics Limited.

3 Grant of licence

The licence granted to the End User is personal, revocable, non-exclusive and non-transferable, limited to Internal Use (as defined in clause 5 below) as the only Permitted Use by the End User and is for a period as specified in the corresponding order invoice from the Reseller. Save as expressly authorised to vary in accordance with clause 5 below, the End User shall be prohibited from:

modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the DATA, or any part of thereof, except to the extent permitted by law;

using the DATA in any manner for the creation of products or services for Distribution;

using DATA otherwise than for Internal Use;

assigning or dealing with in any way its rights under the End User Contract;

putting, or allowing the DATA (or any Derived Data) to be put on any free, open or public access website; and

distributing or granting licences of the DATA (in whatever form) or material derived from DATA (including interrogating DATA), save as expressly varied by relevant part of clause 5 below.

4 Intellectual Property and Copyright

4.1 The End User must acknowledge and agree that all Intellectual Property Rights in the DATA are the absolute property of the Utility Providers (or where relevant

Subtechnics Limited or the licensor). Material which is derived, developed or copied from DATA shall be deemed assigned to the relevant Utility Provider as legal and beneficial owner at creation, except as provided in this paragraph. However, where that material is created by End User under relevant Permitted Use by End User authorised by Licensor in accordance with the Agreement, the Intellectual Property in that material shall belong to the End User.

4.2 Copyright statements must be used with DATA as follows:

© Utility Provider (named as applicable) and Subtechnics Limited

5 Permitted use

5.1 PERMITTED USE BY END USER SHALL BE LIMITED TO INTERNAL USE. COMMERCIAL USE SHALL BE PROHIBITED. The meanings of such phrases are set out below.

5.2 Internal Use means the following internal uses by the End User: Without compromising the prohibitions contained in clause 3 above, analysing the DATA against a location or a series of locations to obtain information derived from the DATA such as proximity to underground assets and use of and sharing such information/results of such analysis internally within the End User's legal entity only.

5.3 Commercial Use means use that does not fall under Internal Uses (as above) and involves the provision or any form of Distribution to any third party of the DATA or any material derived from DATA (including Derived Data or Static Data) in connection with, expectation of or anticipation of any direct or indirect commercial benefit or commercial relationship (including a service, broker or agency agreement) and whether or not in return for any consideration (including direct or indirect fee, payment or other benefit), free of charge or for no consideration.

5.4 Derived Data means any material derived from or created using DATA, including where DATA is manipulated, aggregated, integrated, combined, merged, modelled, transformed or processed in or with other data or facilities;

5.5 Static Data means DATA and any data (including Derived Data resulting from Internal Uses presented or included in static format in presentations or reports in hard copy, .pdf or similar format. Static Data does not allow for alteration of the data presented, nor enable any further analysis to be carried out against the data (including against the DATA).

6 Confidentiality

6.1 In this clause 6, 'Confidential Information' means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement which might reasonably be considered confidential, including the DATA, information relating to the DATA, and information relating to any of the operations, plans or intentions, clients, contacts, product information, software, data, processes, methods, know-how, trade

secrets, market opportunities and business affairs of a Party.

6.2 Each Party shall treat the other Party's Confidential Information as confidential and shall protect it as such. It shall manage it with not less than the same degree of care as it does its own Confidential Information. In any event where Confidential Information is disclosed in any way by one Party ('Disclosing Party') to the other Party ('Receiving Party'), either before or during the Term of this Agreement or after its expiry or termination for any reason, the Receiving Party shall:

not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party; and
make every effort to prevent the use or disclosure of Confidential Information.

6.3 During the term of this Agreement the Receiving Party may disclose Confidential Information solely to the extent that such disclosure is necessary for the purposes of this Agreement, to any of its directors, other officers, employees, End Users, Affiliates, contractors or sub-contractors. Receiving Party shall ensure that persons to whom Confidential Information is disclosed are made aware of and comply with the Receiving Party's obligations of confidentiality as if they were the Receiving Party.

7 Information Access

7.1 In so far as the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority for the purposes of the Information Access Regimes:

End User acknowledges that the Utility Providers, Subtechnics Limited, Reseller and Licensor consider that DATA is exempted from disclosure because DATA is: proprietary to the Utility Provider and disclosure would harm the interests of the Utility Provider (including its commercial interests);

protected by database rights and other Intellectual Property; confidential and the disclosure of it by the End User would constitute a breach of confidence actionable by the Utility Provider, Subtechnics Limited and/or the Licensor; and confidential commercial or industrial information protected by laws to protect a legitimate economic interest.

7.2 End User shall, in the event it receives a request for information ('Access Request') under the Information Access Regimes pursuant to which the DATA might be disclosed: immediately notify the Reseller of the Access Request and provide the Reseller with full and complete details of the Access Request and the DATA that may be disclosed, together with any other information the Reseller may request;

consult, as soon as possible within receipt of Access Request, with the Reseller as to whether the DATA constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes and/or pursuant to the matters set out above;

notify the Reseller immediately of any final decision as to disclosure of the DATA and no less than 72 hours before

any proposed disclosure, as to what if any of the DATA (or any Derived Data) is proposed to be disclosed and co-operate fully and at End User's sole cost with the requirements set out in this paragraph.

7.3 End User shall not disclose the DATA in any publication scheme maintained pursuant to any Information Access Regime without first notifying the Reseller in advance of disclosure in accordance with this paragraph.

7.4 Where the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority under the Information Access Regimes and the End User seeks to make disclosure or discloses DATA under the Information Access Regimes without the consent of the Reseller, such disclosure shall entitle the Reseller and/or the Licensor and/or Subtechnics Limited to terminate the End User Contract with immediate effect and without liability on their part.

7.5 The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of Subtechnics Limited and the Licensor and the Reseller that Subtechnics Limited and/or the Licensor and/or the Reseller may (but shall have no obligation to) enforce any of the terms in the End User Contract which relate to disclosure under the Information Access Regimes, limitation on liability, use of DATA or infringement of Intellectual Property Rights in the DATA.

8 Termination

8.1 The licence must terminate automatically in the event that the End User materially breaches any of the requirement / obligations set out in this End User Licence Agreement. All use of DATA and material derived from DATA shall cease promptly in such event, except as follows:

- Following expiry of the End User Contract, the End User may continue to use limited material created using DATA during the term of its End User Contract. Such material is limited to that which is both properly authorised as relevant Permitted Use by the End User and is in static form, i.e. such that after termination it is not changed, added to, updated, modified in any other way or used in or to create any new, updated, supplemented or modified product, tool, analysis or material.
- Material which is not in static form (including probabilistic modelling and models and output therefrom, which is automatically deemed to be not static) shall not be used after termination of the End User Contract.
- the End User must be prohibited from using DATA (including in Reseller's Product/Service), and from deriving any new, updated, supplemented or modified product, tool or material from DATA, after the date of termination of its End User Contract.

8.2 The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be invalid, illegal or unenforceable but would cease to be so if some part of the provision were deleted or modified, the provision in question shall apply with such minimum modification as may be necessary to make it

valid, legal and enforceable and still give effect to the commercial intention of the Parties in this Agreement.

9 Fees

9.1 The End User must acknowledge its obligation to pay licence fees to the Reseller. The total price of the Products shall be the Reseller's written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the End User shall be additionally liable to pay to Licensors.

9.2 End User shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with the Reseller. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the End User fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to:

cancel the Contract or suspend any deliveries to the End User;

appropriate any payment made by the End User to the DATA; and

charge the End User interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

Licence to DATA is not deemed to commence until payment has been made of the Price in full to Licensors.

10 Liability

10.1 Licensors warrant that the DATA will correspond with its specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the DATA with materials or equipment not supplied by Licensor. The above warranty is given by Licensors subject to the following conditions:

Neither Licensor nor Reseller shall be under any liability in respect of any defect in the DATA arising from any drawing, design or specification supplied by the End User or in respect of any defect arising from failure to follow Licensors' guidance, misuse or alteration of the DATA without Licensors' approval;

Neither Licensor nor Reseller shall be under any liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the DATA has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensor or Reseller's negligence, neither Licensor nor Reseller shall be liable to the End User for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA, except as expressly provided in these Conditions.

Except in respect of injury to or death of any person Licensor's and Reseller's aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.

Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11 Governing Law and Jurisdiction

The End User Contract and any matter, dispute or claim arising from or in connection with the End User Contract in so far as it applies to DATA and its use (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The End User must submit to the mediation process prescribed in the Agreement and, subject to that, to the exclusive jurisdiction of the English court.