

01245/23

Dated 8TH AUGUST 2023

AGREEMENT
under Section 104 of the
Water Industry Act 1991
relating to sewers at
MITTON ROAD WHALLEY
in the County of
LANCASHIRE RIBBLE VALLEY

UNITED UTILITIES WATER LIMITED

-and-

PROSPECT (GB) LIMITED

- and -

NATIONAL HOUSE-BUILDING COUNCIL

United Utilities Water Limited
Legal Services
Warrington

SWW/WHO11.11810

THIS AGREEMENT is made the
and twenty three

8TH

day of

AUGUST

Two thousand

BETWEEN

1. "The Undertaker"

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

2. "The Developer"

PROSPECT (GB) LIMITED (Co. Reg. No. 4192419) whose Registered Office is situate at 2 Estuary Boulevard Estuary Commerce Park Liverpool Merseyside L24 8RF

3. "The Owner"

AS ABOVE

4. "The Adjoining Owner(s)"

NONE

5. "The Surety"

NATIONAL HOUSE-BUILDING COUNCIL (Co. Reg No. 00320784) whose Registered Office is situate at NHBC House Davy Avenue Knowlhill Milton Keynes Bucks MK5 8FP

WHEREAS

- A. The Code makes provision in relation to the terms and conditions of an agreement between the parties for the adoption of Sewers and associated infrastructure in accordance with section 104 of the Act

- B. This Adoption Agreement together with its Schedules has been drafted to meet the requirements of the Code and is the only agreement between the parties in respect of the Works.

DEFINITIONS

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

Accessories	As defined in Section 219 of the Act
Act	The Water Industry Act 1991
CDM	Construction (Design and Management) Regulations 2015 as amended or replaced
Code	The Code for Adoption Agreements adopted by Ofwat and which came into effect on 13 November 2017, as amended from time to time;
Day	Any day provided that the first day of any period means the first working day (i.e. not Saturdays Sundays Bank or other Public Holidays) after receipt of any notice or submission
Deposited Sum	Not applicable
DCG	the Design and Construction Guidance published pursuant to the Code as Appendix C to the Sewerage Sector Guidance from time to time
Drawings	Subject to any alterations in accordance with S.2 of the First Schedule this expression shall mean those drawings calculations and other design or working drawings relating to the carrying out of the Works or any part or parts thereof held by the Undertaker

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WHEREAS

- A. The Code makes provision in relation to the terms and conditions of an agreement between the parties for the adoption of Sewers and associated infrastructure in accordance with section 104 of the Act

under reference 4200037866

Engineer	Gulshan Seetulparsad of the Undertaker's Developer Services
Estate Roads	Roads or proposed roads which are or are intended to be maintained at public expense
Final Certificate	A certificate issued under paragraph S.12 of the First Schedule by the Undertaker to the Developer
Financial Limit	SEVENTY SEVEN THOUSAND SIX HUNDRED AND ONE POUND AND SIXTY SIX PENCE (£77,601.66)
Green Land	The land situate at Mitton Road Whalley and which is shown edged green on the attached Layout Plan
Inspection Fees	FIFTEEN THOUSAND NINE HUNDRED AND SEVENTY SEVEN POUND AND EIGHTY PENCE (£15,977.80)
Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A) (b) (i) of the Act
Layout Plan	The plan or plans attached to this Agreement which shows the Site and the layout of the Works and numbered 200903-EDGE-XX-XX-DR-C-2004 Revision P19
Maintenance Period	The period from the date of issue of the Provisional Certificate until the date of the Final Certificate
Period of Construction	Eighteen months from the date hereof
Protected Strip	The strip of land shown coloured yellow (if any) on the Layout Plan and (unless the contrary shall be

200903-EDGE-XX-XX-DR-C-2004 P19

EXECUTED as a Deed by)

PROSPECT (GB) LIMITED

acting by:

Director

Director/Secretary

SIGNED AS A DEED by)

as attorney for and on behalf of)

NATIONAL HOUSE-BUILDING COUNCIL)

under a Power of Attorney dated)

30th March 2022

Senior Project Underwriter

As attorney for National House-Building Council

In the presence of:-

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness

~~ASSISTANT UNDERWRITER~~

NHBC House Davy Avenue Knowlhill Milton Keynes MK5 8FP

EXECUTED AS A DEED by affixing)

THE COMMON SEAL of)

UNITED UTILITIES WATER LIMITED

in the presence of:-

Authorised Signatory

