

*** completion is mandatory**

*** Documents for Submission with Application**

Checklist

- Site Location Plan 1:1250 / 1:2500 map (LPS ACE map will suffice) with the site boundary clearly indicated in red and relative to an existing feature. Any other land owned by the applicant should be shown with a blue line around its boundaries, and if a public right of way exists within or adjoining the site, it should be outlined in green
- **One hard copy of the Site Layout Plan, Scale 1:500, indicating any dwelling/building over 2 storeys and/or the location of any structure that may affect the watermain design as noted in section 3.**
- Water Loading Units (Commercial and Industrial properties / developments only) N/A Yes

Please Note: It should be noted that from April 2013 submission of drawings must also be submitted in electronic format in accordance with 'Advice for Submission of Digital Format Drawings in Association with New Developments' available in the General section on www.niwater.com/servicesfordevelopers.asp

4. Standard Conditions for the Provision of Watermains to a New Development

I the undersigned agree that I shall,

- a) give a minimum of 6 weeks notice in writing to Northern Ireland Water Ltd requesting them to commence the installation of watermains or the section of watermain required at any stage.
- b) be responsible for providing the full kerb line and level, the curtilage line of any property and the proposed position for the controlling stop-cock in determined areas.
- c) ensure that all geotextiles (if required) are laid below the proposed level of the watermain, fittings and connections.
- d) mark the position of the controlling stop-cock with a peg, securely fixed in concrete, set at finished ground level.
- e) be responsible for ensuring that all services are installed in accordance with Northern Ireland Water's approved drawings.
- f) be responsible for ensuring that all services are installed in accordance with the Joint Utilities Group guidelines and to provide for sufficient working space around Northern Ireland Water Ltd and other utilities apparatus.
- g) provide all fittings necessary to connect the stop-cock tailpiece to the supply pipe.
- h) the supply pipe should be laid by the developer prior to applying for the consumer water connections.
- i) You are advised not to forward consumer water connection application forms until the watermain is in the ground outside the property. Any applications made may be returned if there is no watermain available and you will be asked to reapply at a later date.
- j) be responsible under Article 86 of the Water and Sewerage Services (N.I.) Order 2006 for maintaining any fitting supplied and installed by Northern Ireland Water Ltd which is flush or intended to be flush with the surrounding surface until the date on which the private street becomes a public road.
- k) remove and be responsible for any surplus excavated material arising from the provision of watermains on site by Northern Ireland Water Ltd.
- l) pay, in advance for each property, the water connection charge demanded by Northern Ireland Water Ltd and inform Northern Ireland Water Ltd in writing 4 weeks prior to a proposed site inspection by the Department's Transport NI in connection with adoption of roads in the development.
- m) pay, for each property, the water infrastructure charge demanded by the Northern Ireland Water Ltd

Further I accept that: -

- n) **as per the policy change notified to the Construction Employer's Federation by Northern Ireland Water Ltd**, I will be responsible for the excavation, provision and placing of bed, surround, anchor blocks, backfill and laying of the tracing tape (supplied by NIW) along the length of the main to be located on top of the pipe surround. All costs for this work including connection costs, handling of pipework and attendance to Northern Ireland Water Ltd personnel are to be met by me. Northern Ireland Water Ltd will provide and lay pipework and fittings. **This will apply from 1st April 2007 for all new developments.**
- o) the position of existing watermains must be checked on site and that no guarantee is given or implied by Northern Ireland Water Ltd on the accuracy of any information supplied to me regarding to such positions.
- p) Northern Ireland Water Ltd will be under no liability for any loss or damage sustained by any person or caused to any property as a result of any inaccuracy in any information supplied to me and
- q) failure by me to provide the prior notices could result in a delay of the provision of watermains to the development for which Northern Ireland Water Ltd cannot accept liability.

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ASSET INFORMATION MAINTENANCE NIW EXTERNAL DATA REQUEST FOR NEW DEVELOPMENTS FORM V1

NIW Asset Information Maintenance (AIM) can supply the relevant LPS Large Scale Vector mapping for the area you are developing. The Vector mapping will be provided in either DXF/DWG format for CAD systems or MapInfo tab format should you have access to GIS software. For Article 76 watermains applications you MUST submit a layout and boundary layers in either MapInfo or DXF/DWG digital format if not already provided as part of an A161 approval of sewers application.

You MUST complete Part 1, Part 2 if you have a GDSA and pages 5 & 6 for all applications.

I wish to avail of the LPS mapping from NIW. **Your application cannot be processed and watermain design prepared should NIW not receive the background map in the correct digital format.**

I enclose a disc with the site layout orientated to the Irish Grid co-ordinate system with the drawing units in metres. Memory sticks are unacceptable. **You MUST complete Part 1.**

PART 1 DATA REQUESTER INPUT	
* Site Name	
* Site Address	
* Data Requester Name:	
* Data Requester Organisation:	
* Data Requester Address:	
* Data Requester phone no.:	
* Data Requester email:	

You are required to hold a GDSA should you wish to avail of data from NIW. Please complete part 2

PART 2 EXISTING GDSA (Complete if you hold a current Global Data Sharing Agreement)	
* Your Current GDSA No:	

ON COMPLETION OF WORK	
<p>All of the Intellectual Property (IP) to which this Sub-Licence refers must be returned to the Licensee by the Sub-Licensee on termination or expiry of this Sub-Licence.</p> <p>All of the Intellectual Property (IP) must be erased from the database of the Sub-Licensee.</p> <p>Any hard copies produced from the Intellectual Property (IP) by the Sub-Licensee must be returned to the Licensee.</p> <p>Any back-up copies made of the Intellectual Property (IP) will be held by the Licensee only.</p>	
OFFICIAL USE : PART 3 NORTHERN IRELAND WATER DSCT INPUT	
Technical Assessor:	
Development Ref:	

NIW will not supply LPS data unless you request it. Data will only be supplied if you are undertaking an Article 76. Even if you hold a current GDSA, please complete pages 5 & 6 in case the GDSA needs to be renewed as this will reduce further delays if your current GDSA has expired. You will be notified of the GDSA number for future applications.

Under normal circumstances Asset Records will endeavour to process this request within 28 working days from receipt. However in times of exceptional workloads requests may take longer. You should make your requests at least 3 months in advance of needing watermains.

For Office Use Only

GDSA No.

Please quote on all correspondence

SCHEDULE 6 - Sub-Licence for EMOU 208.1

**LAND & PROPERTY SERVICES (LPS)
SUB-LICENCE FOR THE TEMPORARY TRANSFER
OF INTELLECTUAL PROPERTY (IP) TO A SUB-LICENSEE**

The Licensee must complete this form with the Sub-Licensee and copy to LPS



**Land &
Property
Services.**

LICENSEE

Block Capitals

Name: NORTHERN IRELAND WATER

Address: BALLYKEEL OFFICE,
188 LARNE ROAD,
BALLYKEEL,
BALLYMENA

Post Code: BT42 3HA

Tel No: 03457 440088

SUB-LICENSEE

Block Capitals

Contact Name:

CompanyName:

Address:

Post Code:

Tel No:

The Licensee is hereby authorised to temporarily transfer LPS IP (as detailed below) to the Sub-Licensee named above, subject to the terms and conditions set out in DMOU 208.1 (the "**Licence**"), the LPS Standard IP Licensing Terms and Conditions (see <https://www.dfpni.gov.uk/articles/lps-copyright-licensing-and-publishing>) and this Sub-Licence, duly signed.

Signed

Colum Boyle
Chief Executive

on behalf of Land & Property Services, Lanyon Plaza, 7 Lanyon Place, Town Parks, Belfast, BT1 3LP, a Core Directorate within the Department of Finance and Personnel.

LPS IP to be temporarily transferred to the Sub-Licensee (the "IP"):

Vectors

End of list.

TERMS AND CONDITIONS OF SUB-LICENCE

- 1.1 This Sub-Licence is issued on behalf of the Chief Executive of LPS and should be read in conjunction with the "Licence". For the avoidance of doubt, the Sub-Licence is granted solely for the following purpose, namely work associated with Northern Ireland Water.
- 1.2 Subject to Clause 1.1 this Sub-Licence incorporates in full the terms and conditions of the "Licence" and

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references to the Licensee in the “Licence” shall be read as if they are references to the Sub-Licensee pursuant to which (but without limitation) LPS shall be able to protect and enforce its intellectual property rights save where the “Licence” is inconsistent with this Sub-Licence, in which case the terms of this Sub-Licence shall prevail.

1.3 The words and phrases defined in the “Licence” shall have the same meaning in this Sub-Licence.

2. THE IP

This Sub-Licence only authorises the temporary licensing of the IP to the Sub-Licensee in accordance with the “Licence”.

3. USE OF THE IP

The Sub-Licensee subject to the terms and conditions of this Sub-Licence may only use the IP for the purposes set out in Clause 1.1 above to assist in the execution of the Licensee’s functions as specified in the “Licence”.

4. HARD COPIES

All hard copy versions of the IP must carry an acknowledgement as follows:

“This is Crown Copyright and is reproduced with the permission of Land & Property Services under delegated authority from the Controller of Her Majesty’s Stationery Office, © Crown copyright and database right [insert year] DMOU 208.1”.

Where the reproduction is not solely confined to the IP the words “Based upon” should be inserted after “This is” and before the words “Crown Copyright” in the acknowledgement.

The note “© Crown copyright and database right [insert year] DMOU 208.1” will be sufficient for a finished reproduction of less than 200 sq. centimetres.

5. ON COMPLETION OF WORK

5.1 All of the IP to which this Sub-Licence refers must be returned to the Licensee by the Sub-Licensee on termination or expiry of this Sub-Licence.

5.2 All of the IP must be erased from the database of the Sub-Licensee.

5.3 Any hard copies produced from the IP by the Sub-Licensee must be returned to the Licensee.

5.4 Any back-up copies made of the IP will be held by the Licensee only.

6. INSPECTION BY LPS STAFF

The Licensee and the Sub-Licensee shall at any reasonable time grant to an accredited representative of LPS facilities for checking the observance of the terms and conditions of this Sub-Licence.

7. RIGHTS OF LPS

7.1 The parties to this Sub-licence must obtain the written consent of LPS before they may, by agreement, vary this Sub-Licence so as to vary or extinguish LPS’s rights under Clauses 1.2 and 6 hereof to enforce the terms and conditions of the “Licence” against the Sub-Licensee. This requirement applies (without limitation) in the circumstances set out in Section 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999.

7.2 LPS shall inform the Licensee before it may bring proceedings to enforce the terms of Clauses 1.2 and 6.

7.3 If LPS brings proceedings to enforce the terms and conditions of Clauses 1.2 or 6, the Sub-Licensee shall only have available to it by way of defence a matter that would have been available by way of defence if LPS had been a party to the Sub-Licence.

8. LIMITATIONS

8.1 The Sub-Licensee may not:

8.1.1 sell or distribute or otherwise use or transfer or otherwise process the IP save as set out herein; or

8.1.2 make hard copies of or manipulate or otherwise use the data other than for the purposes set out in this Sub-Licence.

Signed on behalf of the Licensee:

Signed on behalf of the Sub-Licensee:

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date:

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*** completion is mandatory**

- I/We confirm that this application is complete and agree to the terms stated in the 'Standard Conditions for the Provision of Watermains to a New Development'
- I/We agree to submit the proposed site layout in digital format in accordance with the guidance 'Submission of Digital Format Drawings of Proposed Site Layouts in Association with New Developments' available at www.niwater.com/servicesfordevelopers.asp to allow this application to be processed.
- I/We understand that this application will not be processed if the proposed site layout is not submitted in digital format in accordance with the guidance 'Submission of Digital Format Drawings of Proposed Site Layouts in Association with New Developments' available at www.niwater.com/servicesfordevelopers.asp
- I/We have completed **Page 4** (NIW External Data Request for New Developments Form V1) **Part 1 and pages 5 & 6 have a GDSA and have completed Part 2**
- I/We confirm that I have read the 'Requisition of a Watermain Internal or External to a Site' Guidance Notes available at www.niwater.com/servicesfordevelopers.asp before submitting this application.
- I/We understand that no watermain will be laid on site unless an Article 161 Agreement has been applied which covers the drainage for the area covered under the Watermain Installation Request Form (WInst).

Please note that your signature below indicates that you have read and understood all elements of this application.

Signed

Date

Name (*In BLOCK capitals*)

Application / Assessment Fee

Application Fee for the first 30 properties	£430.00
Application Fee for each additional 30 properties or part thereof	£21.16

e.g. for a development with 82 properties the fee would be £430.00 + £21.16+ £21.16 = £472.32 (+VAT)

Submitting your application and paying the application fee

Please return your completed application form and documents for submission to developerservices@niwater.com . On receipt of your application, we will provide you with details on how to pay the application fee by BACS transfer. Please **DO NOT** transfer payment until we have provided you with an application reference number and instructions on how to make payment.

Applications should only be submitted by email.

Tel: 03458 770 003

Email: developerservices@niwater.com

For more information on how NI Water lawfully processes personal data please view our Privacy Notice at: <https://www.niwater.com/privacy/>