

DATED

21<sup>ST</sup>

MAY

2010

17107858

- (1) OTTLEY CORP
- (2) VIRGIN MEDIA LIMITED

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**DUCT SHARING LICENCE**

relating to

Ducting at  
105 Salisbury Road  
London  
NW6 6RG

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Media House  
Bartley Wood Business Park  
Hook  
Hampshire  
RG27 9UP

THIS Licence is made the 21<sup>st</sup> day of

May

2010

BETWEEN:

- (1) Ottley Corp. ("**Owner**") whose address for service in England and Wales is at Compass House Pynacles Close Stanmore Middlesex HA7 4AF
- (2) Virgin Media Limited (Virgin Registration No. 2591237) whose registered office is at 160 Great Portland Street, London W1 W5QA ("**Virgin**")

NOW IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

In this Licence

- 1.1 "the Act" means the Telecommunications Act 1984 as amended by the Communications Act 2003
- 1.2 "Code" means Schedule 2 of the Telecommunications Act 1984 as amended
- 1.3 "the Ducts" means the existing ducts carrying service media beneath the Estate Roads and Footpaths and shown by a broken red line on the Plan 17359782
- 1.4 "the Estate Roads and Footpaths" means the roads (including any pavements and/or verges) and footpaths now or constructed on or over the Property
- 1.5 "the Plans" means the plan designated 17359782 plan 1 attached to this Licence
- 1.6 "the Property" means the property known as 105 Salusbury Road, London, NW6 6RG
- 1.7 "the Fibre Cable" means the electronic communication cables (and sub-ducts, if any) to be laid in the Ducts

## 2 RECITALS

- 2.1 The Owner is registered at HM Land Registry as proprietor with an absolute freehold title of the Property
- 2.2 The Owner has agreed to grant to Virgin the rights set out in this Licence
- 2.3 Virgin is an operator (as defined in the Code) to whom the Code has been applied pursuant to the Communications Act 2003

## 3 GRANT OF RIGHTS

In consideration of the sum of £1 now paid by Virgin to the Owner (the receipt of which is hereby acknowledged) the Owner hereby grants to Virgin licence to lay and maintain use and from time to time to adjust repair alter re-lay renew inspect and examine test and remove Fibre Cable in the Ducts and also for all or any of such

purposes to enter the Property for the purpose of obtaining access to the Ducts.

#### **4 VIRGIN'S COVENANTS**

Virgin hereby covenants with the Owner to:

- 4.1 Give the Owner reasonable prior written notice of its intention to enter the Property before exercising any of the rights granted by this Licence except that Virgin shall not be required to give any notice before entering the Property where emergency works (as defined in the Code) are required
- 4.2 Carry out all works in a good and workmanlike manner and take all reasonable precautions to avoid obstruction to or interference with the use of the Property and damage or injury to the Property or any structures thereon or drains or other services thereunder
- 4.3 Identify the Fibre Cables which it installs in the Ducts either by colour coding/wording or tagging
- 4.4 Make good to the Owner's reasonable satisfaction any damage to the Property or the Ducts occasioned in the exercise of the rights hereby granted
- 4.5 Carry out the installation of the Fibre Cables in the Ducts to the Owner's reasonable satisfaction
- 4.6 Maintain its Fibre Cables installed in the Ducts in as good and safe condition as is reasonably practicable in all the circumstances
- 4.7 Conduct its undertaking and ensure so far as reasonably practicable that a person or persons who may be affected thereby are not exposed to risks to their health and safety
- 4.8 Exercise the rights hereby granted so as to cause no unnecessary damage injury or disturbance and at Virgin's own expense and to the reasonable satisfaction of the Owner to make good all damage that may be caused
- 4.9 Not knowingly interfere or tamper with any other telecommunications apparatus in under over or upon the Property
- 4.10 Within three calendar months of receiving written notice from the Owner or sooner if requisite execute all repairs and works for which Virgin is liable hereunder and required by such notice to be done
- 4.11 Comply with statute in respect of its use of the Ducts

#### **5 OWNER'S COVENANTS**

The Owner hereby covenants with Virgin as follows:

- 5.1 Not knowingly to do or permit or suffer to be done any act which would in any way interfere with or damage any Duct and/or the Fibre Cables or their use and/or operation
- 5.2 Not to erect or permit or suffer to be erected any building or structure or plant or permit or suffer to be planted any trees which may interfere with the Ducts
- 5.3 To be responsible for the maintenance of the Ducts and to keep them in good

condition

## 6 INDEMNITY

Virgin hereby further covenants with the Owner:

- 6.1 Except in the case of any action claim or demand solely occasioned by or arising out of the act neglect or default of the Owner (or the Owner's tenants servants agents or contractors) or to such proportion thereof as may be attributable to any contributory act neglect or default of the Owner (or the Owner's tenants servants agents or contractors) and subject as hereinafter provided to indemnify the Owner against all actions which may be brought and all claims and demands which may be made against the Owner by reason of the exercise of the rights and liberties hereby granted PROVIDED ALWAYS that the Owner:
  - 6.1.1 shall as soon as practicable give notice in writing to Virgin of any such actions claims or demands brought or made or threatened to be brought or made against the Owner; and
  - 6.1.2 shall not accept liability settle adjust or compromise the same without the written consent of Virgin who in the name of the Owner and at Virgin's own cost shall be entitled to defend settle compromise or otherwise deal with the same on such terms as Virgin shall deem fit the Owner giving to Virgin at Virgin's own cost all such assistance as it may reasonably require
- 6.2 Virgin does not restrict or limit its liability to the Owner for negligence causing death or personal injury
- 6.3 Virgin shall have its maximum liability to the Owner arising under or in connection with this Licence limited to £10,000,000 (10 million pounds) in relation to any event or series of connected events
- 6.4 Virgin shall not be liable to the Owner for any loss of profits, income, business, revenue, contract or anticipated savings, and/or any indirect losses or consequential losses and in each case whether arising in contract, tort or otherwise

## GENERAL

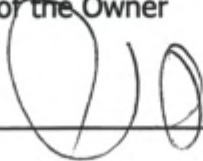
- 7 If at any time the Ducts or any part thereof require diverting or if any maintenance or repair works are necessary which may interfere with the use and operation of Fibre Cables the parties shall discuss and agree in good faith the appropriate methods and timetable for completion of such works. The Owner shall be responsible for the cost of the diversion and the repair and maintenance of the Ducts and Virgin shall be responsible for the cost of diversion of the Fibre Cables
- 8 The Fibre Cables shall remain the property of Virgin at all times and the

Owner shall not encumber or charge or otherwise deal with them

- 9 Nothing in this Licence shall prevent or restrict the Owner from altering, amending, developing or redeveloping any buildings, property or land comprised in the Property
- 10 Any notice given by either party hereto shall be in writing and shall be deemed to have been made to the other if such notice is served by hand (in which case service shall be deemed effective immediately) or if such notice is sent by ordinary first class post and addressed to the last known address of that party, in the case of Virgin to its registered office marked for the attention of the Company Secretary, in which case service shall be deemed effective 48 hours after posting

For and on behalf of the Owner

Signed: \_\_\_\_\_



Printed Name: \_\_\_\_\_

David Azorri

Title: \_\_\_\_\_

Authorized Signatory

For and on behalf of Virgin

Signed: \_\_\_\_\_



Printed Name: \_\_\_\_\_

JOANN BROWN

Title: NATIONAL WAYLEAVE  
MANAGER.



## **General Method Statement**

### **Programme of works**

NTL/Telewest Business Supervisor to contact customer to arrange suitable timing for installation works, which will be subject to the issuance of a Gloucestershire Airport Permit to Work. Due to their location, proximate to the runway, these works must be carried out outside the normal operational hours of Gloucestershire Airport.

### **Site Investigation**

Pre-entry survey will be carried out after site job pack has been issued to our contractors but site visits have already taken place and pertinent details have been recorded. Further discussions will be required regarding programming of works, access, permits to work etc.

### **External Duct Installation Work – (If Required)**

Plant - Pneumatic drill, compressor, Stihl saw and Mechanical Excavating Machinery.

Full signing and guarding to Chapter 8 of D.O.T., 'Notes of Guidance for Safety at Streetworks and Roadworks', will be observed. A Site Induction will be required before any work is started. Site rules, Emergency Procedures, Behavior etc will be discussed

NTL/Telewest Business Works Supervisor will pre-check route using "Cat and Genny" locating equipment to locate other Utilities Service's buried plant. All excavations will be in accordance with recommendations in HSE Guidance "Avoiding danger from underground services" (HS (G) 47). Works Supervisor will also observe any site plans or service drawings made available for their reference. A clearly defined walkway for pedestrians will be provided at all times during the construction works. Similarly, vehicular traffic will be afforded a properly signed access route through the site. Any work in the carriageway will always be barriered off and kept safe at all times.

Following the route as illustrated in the enclosed plans, a 250mm wide strip of the existing surface shall be removed. When the cutting of tarmac or concrete is required, a Stihl Saw shall be used to ensure clean, sharp edges to the duct route. The existing material will then be excavated up to a depth of 600mm. A bed of fine fill sand will be deposited in the bottom of the trench, and the 90mm PVC green duct installed. The laying and bedding of ducts will be all in accordance with NRSWA, HAUC specifications. All work carried out will be to the same standards as for all Adopted Highways.

The duct will be surrounded with a 25-50mm layer of fine fill material and new Class A material, which will be replaced and compacted, the finished surface to be replaced as found in accordance with the New Road & Street Works Act 1991. Spoil will be removed via grab wagon from site for direct disposal at licensed tips. An inspection of the works will be carried out by the site supervisor prior to leaving site each day to ensure works are left in a safe and tidy manner.

### **Emergency Procedures**

If problems arise out of normal working hours please call the (To be confirmed before start of work) call centre, which is available 24hrs per day, 7 days per week. The FREEPHONE number is 0800 953 1800

The Call centre will take your call, respond and reply as quickly as possible.

### **Notice**

No work to commence until agreement is reached between the Owner and Virgin Media, NTL/Telewest Business.

### **Internal Cable Installation Works.**

Equipment - Electric drills and any relevant hand tools.

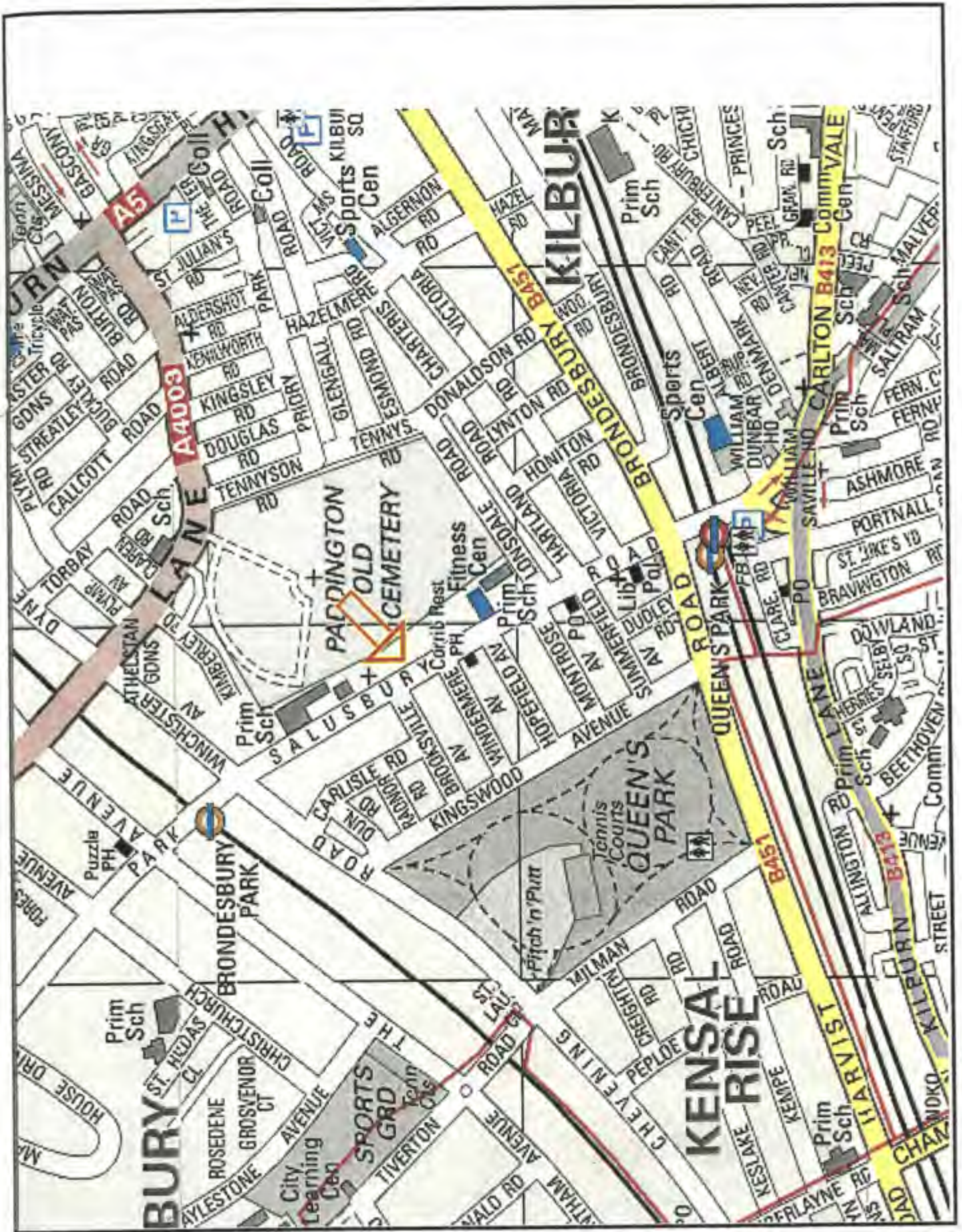
The Cable will be pulled through the duct into the building where it will exit the duct via the 100mm x 100mm black PVC 'connection point' whereupon it will enter the building via a drilled hole of approximately 16mm diameter. The hole will then be sealed with an expanding foam sealant to prevent the ingress of water. All internal cabling work will be carried out to BS 5750 and ISO 9002 specifications.

All internal cabling will be labeled and routed in a safe and tidy manner either within a ceiling void, internal riser or within protective trunking (16mm x 25mm), and all reasonable effort will be made to minimise disturbance to the building occupants during the installation.

Upon completion of the works, any remaining materials will be removed, the site shall be tidied and be subject to the Grantors final approval.

At all times full consideration will be given to both the client's Health and Safety requirements and statutory legislation.

*(26/10/2007) This Method Statement does not constitute any form of agreement or contract, but indicates the Company's general intentions when undertaking such work.*







XX:BSJA0115-34FW1

77288113

BSJA01-1403  
XX:BSJA01166

XX:BSJA011538

77288108

BSJA01-1403  
XX:BSJA011508R2

7288109

XX:BSJA01-01F5

BUILD FW 3 IN FOOTWAY  
o/s 105 SALUSBURY ROAD  
LAY 1 X 54mm DUCT TO FOOT OF WALL -  
CORE DRILL INTO BUILDING  
POKE-OUT 2 X 96mm EACH WAY

Lay 2 x 96mm ACROSS ROAD

CORE DRILL INTO  
CHAMBER WITH  
2 X 96mm DUCTS

FOR INFORMATION -  
OTHER THAN CORE DRILL INTO 105 SALUSBURY  
THIS IS NOT PART OF WAYLEAVE.

WORK TO BE CARRIED OUT ON PUBLIC HIGHWAY

# Works Images -

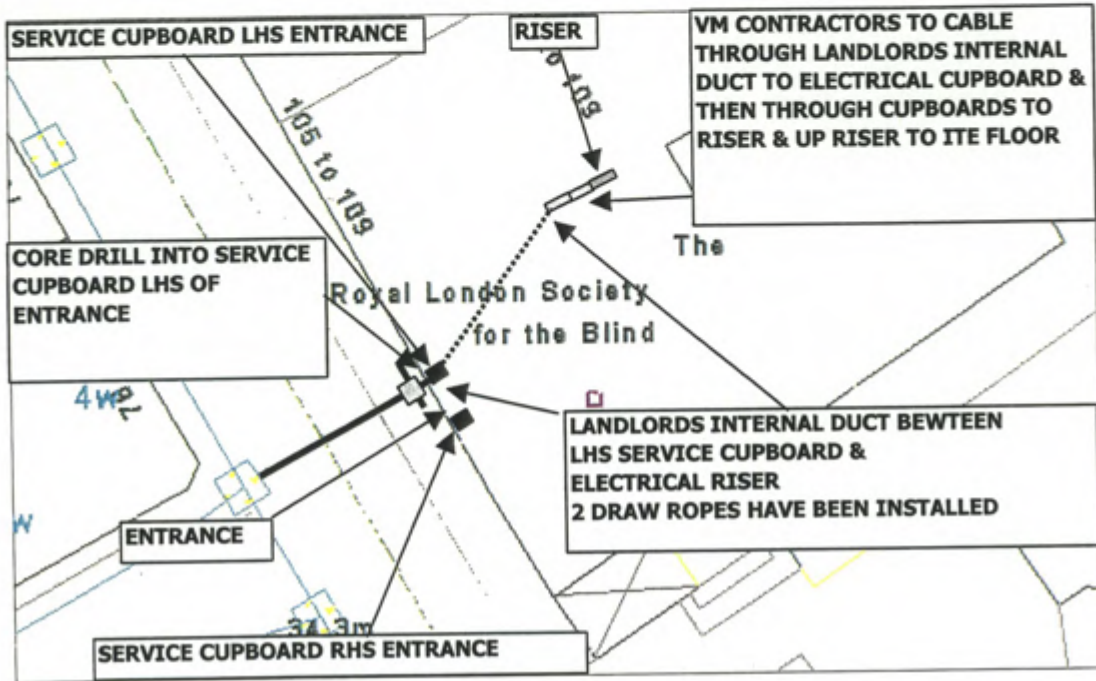


e-Pack ref: **D/A590528**  
Date: **31-March-2009**  
Franchise: **London East**  
Originator: **Chris Grayson**

Customer: **ITE Group**  
Address: **ITE**  
**105 Salusbury Road**  
**LONDON**  
**NW6 6RG**

e-Pack v9.07

Fig 1



# Works Images -

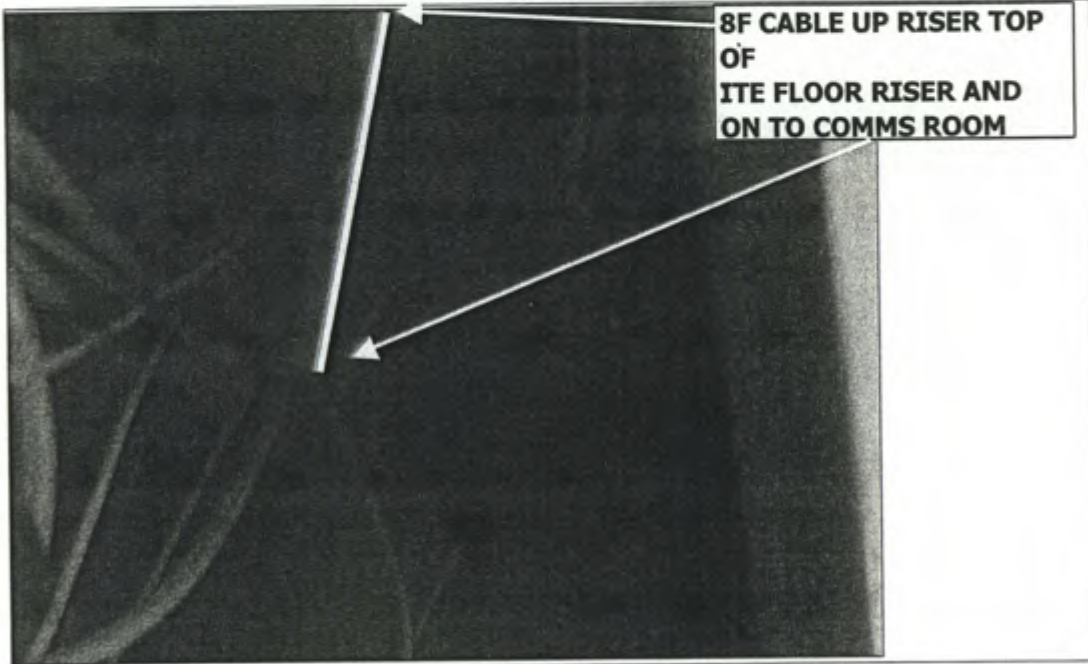


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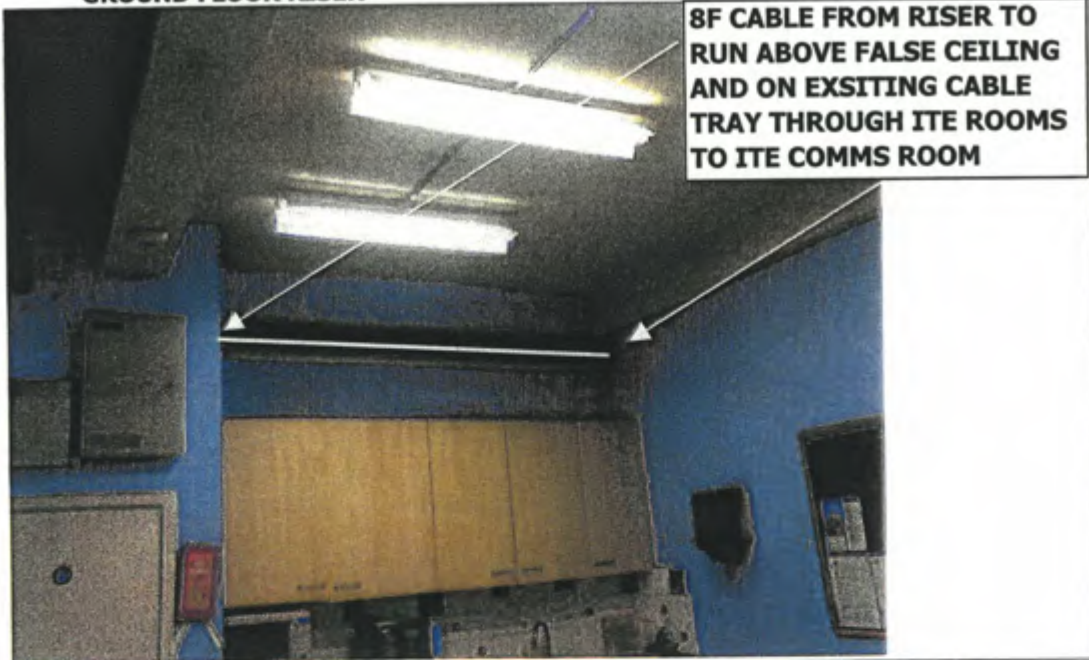
e-Pack v9.07

Fig 2



GROUND FLOOR RISER

Fig 3



ITE FLOOR



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Fig 4

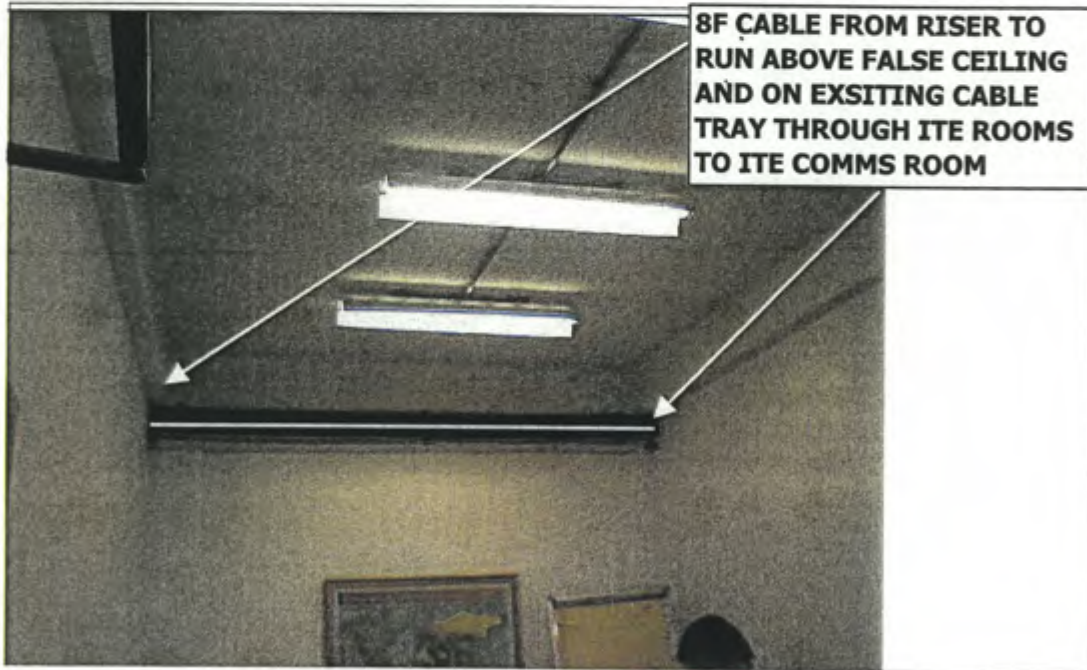
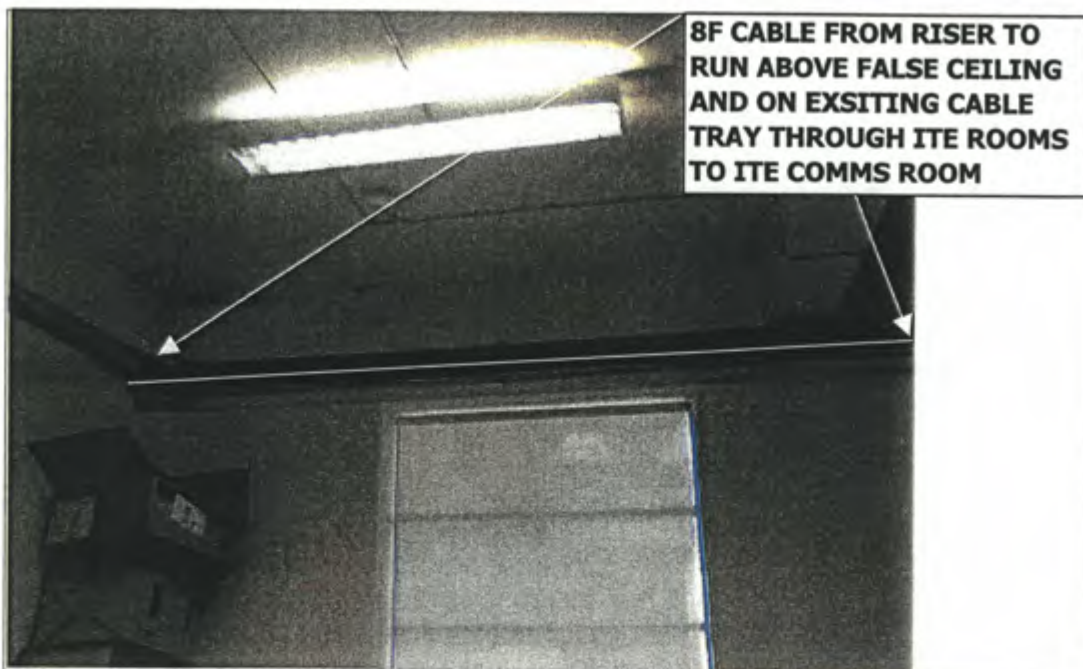


Fig 5



## Works Images -

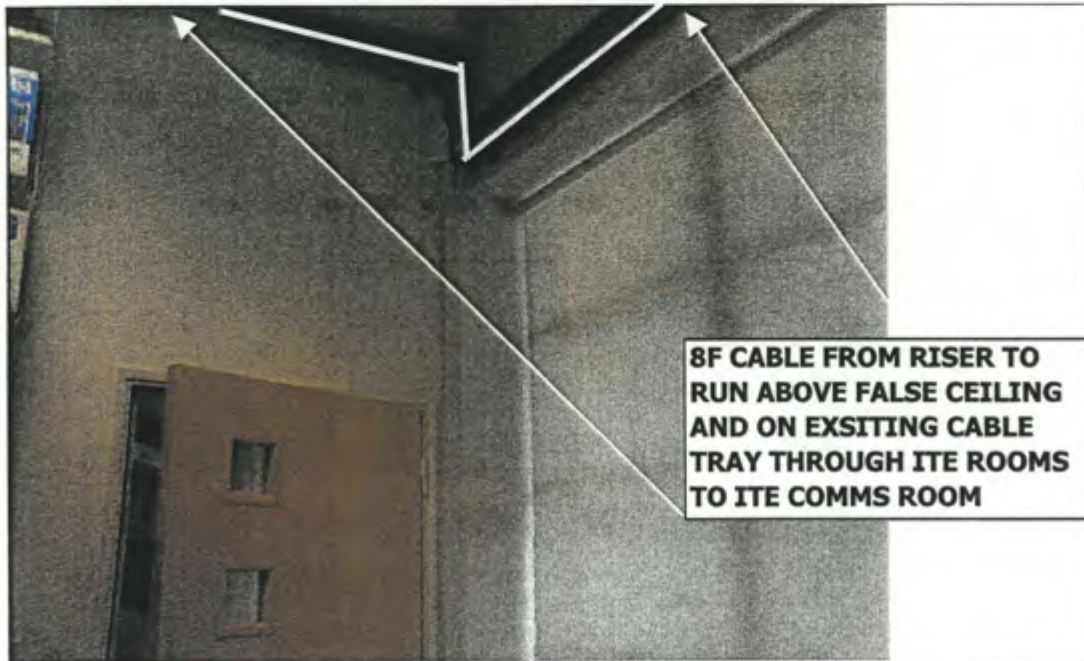


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**Fig 6**



**Fig 7**

