

Exolum Works Consent Order

Exolum Exolum Pipeline System Ltd (company no: 09497223, registered office: 55 King William Street, London EC4R 9AD)

Stakeholder Contractor name and address

Land

Property/Works address: Land at (Os 8482 4850) Pixham Ferry Lane, Kempsey

LineSearch ref: NSS/WO/MH/2520/212391

Exolum ref (URN): 212391NSS2520

Grid ref: 384780 248299

Works Description of the works: Installation of two number gravel surface footpath crossings and one number fence crossing of Exolum NSS pipeline.

Scope

Exolum consents to the Stakeholder carrying out only the Works described in this document, in proximity to the Pipeline.

The Stakeholder agrees to comply with these Terms & Conditions at all times when carrying out the Works and in the future, in proximity to Exolum's pipeline.

Documents attached to this agreement:

(delete if not included)

- ☐ Managing Development and Works in Proximity to Exolum Pipelines v1 (1 November 2022)
- ☐ Plans and Drawings
- ☐ Working Method Statement
- ☐ Risk Assessment Method Statements (RAMS) Reference: Date:

Signed for and on behalf of Exolum:	Signed for and on behalf of the
Signature	Stakeholder: Signature
Name & Position	Name & Position
Date	Date

Terms and Conditions

NB: Exolum's Pipeline includes the apparatus and works specified in section 65(2) of the Pipelines Act 1962 and all protective wrappings, sleeves, slabs, valve chambers, ancillary cables and markers.

1. The Stakeholder shall give Exolum (PipelineROW@exolum.com) no less than 14 days' written notice of any of the following: (i) commencement of the Works (at any time) in proximity to the Pipeline; (ii) piling / 3D seismic survey works (ground borne vibration) within 30 metres of the Pipeline; or (iii) the use of explosives within 400 metres of the Pipeline. The Stakeholder must ensure that the unique reference number (URN) pertaining to their matter in question is quoted within correspondence to Exolum personnel.
2. The Stakeholder must only carry out the Works in accordance with the documents attached to this agreement and will comply with any specific instruction from Exolum's agents.
3. In carrying out the Works, the Stakeholder will at all times (and notwithstanding any inspection or approval by Exolum) exercise its best endeavours, skill and care to:
 - a. maintain the support of and avoid damage to the Pipeline,
 - b. not impede access to the Pipeline, and
 - c. not affect the stability of the Pipeline.
4. The Stakeholder must not, within proximity to the Pipeline, carry out actions including (but not limited to): further construction works; erection of any building whether temporary or permanent; fencing, ditching, and planting of trees; anything that materially raises or lowers the height of the cover over the Pipeline; and the storage of any items in proximity to the Pipeline.
5. Exolum shall be entitled to: supervise and inspect the Works at any time; attend all project meetings relevant to the Works and make representations as to the conduct of the Works; and require a cessation of the Works if the safety of the Pipeline is or may be prejudiced.
6. Exolum requires access to the Pipeline at all times and if it is necessary for Exolum to exercise its statutory rights, it may revoke this consent and the Stakeholder will remove the Works immediately at the Stakeholder's cost.
7. In an emergency or if the Stakeholder has not complied with the above clause 6, Exolum may remove the Works without notice and recharge the cost of so doing to the Stakeholder.
8. Exolum shall not be liable for the costs of reinstating the Works or making good any damage to the Works it may cause by the exercise of its statutory rights or those conditions under the document "Managing Development and Works in Proximity to Exolum Pipelines".
9. The Stakeholder shall reimburse Exolum for all losses suffered by Exolum as a result of any act or omission committed by the Stakeholder's officers, employees or agents whilst carrying out the Works.
10. The Stakeholder shall reimburse Exolum for all losses suffered and costs incurred as a result of claims by third parties, personal injury to or death of any person whomsoever in respect of damage caused by the Works and/or temporary and permanent reinstatement of the Land.

11. The Stakeholder will pay compensation to Exolum for all damage or losses arising by reason of the execution of the Works and will reimburse Exolum for all costs, claims and liabilities arising by reason of the Works and the existence of the Works.
12. The Stakeholder shall reimburse Exolum for any extra costs incurred by Exolum in the use, maintenance, protection, repair, alteration, renewal, inspection, removal or rendering unusable of the Pipeline as a result of and the existence of the Works. If the Works would cause material additional expense to Exolum in the exercise of its rights in relation to the Pipeline and the Stakeholder does not cover these costs, then the Stakeholder will at Exolum's request and at the Stakeholder's cost remove the Works without any liability on the part of Exolum.
13. The Stakeholder shall on request provide to Exolum evidence of appropriate insurance cover for itself and that of its contractors to meet the Stakeholder's liabilities in respect of carrying out the Works.
14. The Stakeholder will not alter, renew, or remove the Works or any part thereof in proximity to the Pipeline without Exolum's prior written consent. Such consent will only be withheld where the safety of the Pipeline will or may be prejudiced.
15. The Stakeholder shall keep the Works in proper repair and condition and upon abandonment shall safely remove the Works and give Exolum written notice to that effect.
16. Where the Stakeholder employs someone else to undertake the Works, the Stakeholder shall produce this document to such person and shall instruct such person to comply with the terms of this document and Exolum's requirements.
17. The Stakeholder will provide "as built" drawings to Exolum's personnel (PipelineROW@exolum.com) within 28 days following practical completion of the Works. The Stakeholder must reference the URN pertaining to their matter within the correspondence to Exolum personnel.
18. The Stakeholder covenants not to dispose of any interest in the Works or the Land without producing this document to the person in whose favour the disposal is made.
19. After any disposal of any interest in the Land, Exolum may require the person in whose favour the disposal is made to enter into a document substantially the same as this consent. If the consent is not entered into within 7 days of the request, then Exolum may, at its election any time thereafter, withdraw this consent with immediate effect.
20. The Stakeholder will pay all reasonable costs and expenses incurred by Exolum in connection with this consent.