



Isle of Man
Government

Reiltys Ellan Vannin



Highways Act 1986, Section 4, 13.06.02

Agreement as to construction and adoption of roads

The agreement on page 2 incorporates:

1. the following Schedule
2. the Conditions
3. the Specifications
4. the Plans

Schedule referred to in the within-written Agreement

1.	Name of Developer in full	
2.	Address or registered office	
3.	Name of Surety in full	
4.	Address or registered office	
5.	DOI ref.	
6.	Name and situation of development (and phase no. if any)	
7.	Description or name(s) of road(s)	
8.	Bond figure (in figures and words)	£ pounds
9.	Contract period	months
10.	Initial period	months
11.	Date of agreement	

An Agreement made on the date mentioned in Part 11 of the Schedule

Between (1) the Department, **The Department of Infrastructure**

(2) the Developer named in Part 1 of the Schedule and

(3) the Surety named in Part 3 of the Schedule

Whereby it is agreed pursuant to section 4 of the Highways Act 1986 that subject to and in accordance with the Conditions:

- A. the Developer shall lay out sewer level pave metal flag channel make good and light the Road on accordance with the Plans and the Specifications
- B. the Developer (being the Owner in customary fee simple of the Road) hereby dedicates the Road as a highway
- C. the Surety shall in accordance with condition 7 pay to the Department on demand a sum or sums calculated in accordance with the Conditions
- D. as provided in the Conditions the Road shall become a highway maintainable at the public expense

As Witness the hand of _____ duly authorised on behalf of the Department and the common Seals of the Developer and the Surety

Signed and Delivered by the said

in the presence of:

The Common Seal of the Development is

hereunto affixed in the presence of:

Surveyor

Secretary

The Common Seal of the Developer is

hereunto affixed in the presence of:

Surveyor

Secretary

Conditions

1. Interpretation

1.1 In this agreement:

- 1.1.1 "the bond figure" means the sum mentioned in Part 8 of the Schedule;
- 1.1.2 "the Conditions" means these Conditions;
- 1.1.3 "the contract period" means the period (calculated from the date specified in Part 11 of the Schedule) specified in Part 9 of the Schedule (subject to any extensions under condition 2.8);
- 1.1.4 "final certificate" means a certificate issued in accordance with condition 6.1.1;
- 1.1.5 "the initial period" means the period (calculated from the date specified in Part 11 of the Schedule) specified in Part 10 of the Schedule (subject to any extension under conditions 2.8);
- 1.1.6 "the lighting works" means the installation of such lighting apparatus as the local authority may require to be installed (the position of which is shown on the Plans as mentioned in condition 1.1.11);
- 1.1.7 "the local authority" means the local authority for the district in which the Road is situated;
- 1.1.8 "the maintenance period" means the period of 12 months from the issue of the provisional certificate;
- 1.1.9 "the Plans" means the Plans and sections annexed hereto;
- 1.1.10 "provisional certificate" means a certificate issued in accordance with condition 4.2.1;
- 1.1.11 "the Road" means the road or roads (including the footways footpaths and verges) briefly described in Part 7 of the Schedule and shown on the Plans by the following colouring:

carriageways	brown
footpaths and footways	yellow
verges	green
lighting standards	red
- 1.1.12 "the road base certificate" means a certificate issued in accordance with condition 3.2.1;
- 1.1.13 "the road base works" means the works to be carried out pursuant to condition 2.4
- 1.1.14 "the Road Works" means the works to be carried out pursuant to clause a of this Agreement and includes the lighting works;
- 1.1.15 "the Schedule" means the Schedule on page 1 of this Agreement;
- 1.1.16 "the Specifications" means the specifications set out in the document entitled *Manx Roads 2: Residential Roads Construction Guide (January 1997)* issued by the Department;
- 1.1.17 "statutory undertakers" includes the Department in respect of its functions under the Sewerage Act 1999;
- 1.1.18 "the Surveyor" means the Director of Highways and Traffic of the Department or such other suitability qualified person as the Department may from time to time appoint for the purpose of these Conditions.

1.2 In this Agreement expressions in the singular include the plural and vice versa.

2. Performance

2.1 The Developer may without prejudice to his liability hereunder engage a suitable person to carry out the Road works on his behalf provided that such person has first been approved in writing by the Surveyor for the purpose of this Agreement.

2.2 Before commencing the Road Works the Developer shall give to the Surveyor not less than 14 days' notice of his intention to do so.

2.3 Where the Specification requires the Developer to give notice of commencement of any stage of the Road works:

2.3.1 the Developer shall give to the Surveyor not less than 5 working days' notice of such commencement;

2.3.2 in default of such notice the Developer shall at its own expense carry out such tests as the Surveyor may require to determine whether the Road Works comply with the Plans and Specifications.

2.4 Before carrying out any works of construction of any building fronting adjoining or abutting on the road (but without prejudice to condition 2.8) the Developer shall to the Surveyor's reasonable satisfaction level and lay out the Road and provide and lay out all such drains gullies and sewers as are specified in the Plans and Specifications or are required in connection with such building and construct a sound foundation including the road base course and the kerb race.

2.5 If any of the Road Works fall within an existing highway maintainable at the public expense the Developer shall:

2.5.1 carry out such works without undue delay;

2.5.2 at all times maintain a safe and uninterrupted way for traffic along the highway (except so far as such traffic may be restricted or prohibited by any order or notice under the Road Traffic Regulations Act 1985); and

2.5.3 comply with all reasonable requirements of the Surveyor in connection with such works.

2.6 On completion of the works referred to in condition 2.4 the Developer shall maintain the Road in a reasonable condition to the Surveyor's satisfaction during the construction of any such building as is referred to therein.

2.7 During the progress of the Road Works the Developer shall afford to the department and its duly authorised agents servants and contractors free access to every part of the Road and permit them to inspect the same and to take samples of and inspect and test all materials used or to be used in the Road Works.

2.8 The Developer shall proceed with the Road Works with all due expedition and speed and in accordance with the following time-table, subject to any extension of time granted by the Surveyor in writing in his discretion on an application made in writing by the Developer before the expiry of the relevant time:

2.8.1 the road base works to be completed within the initial period;

2.8.2 the footway and footpath (if any) fronting any house and the cartilage thereof to be completed to base course before the house is occupied;

- 2.8.3 any lighting works serving the access to any house to be installed and operating before the house is occupied;
 - 2.8.4 the Road Works to be completed before the expiration of the contract period or the expiration of 3 months beginning with the completion of the penultimate house to be erected fronting the Road, whichever is the sooner.
- 2.9 The Developer shall carry out the Road Works in a proper and workmanlike manner and using proper materials and fully in accordance with the Plans and Specifications.

3. Road base certificate

- 3.1 The Developer shall notify the Surveyor in writing of the completion of the road base works.
- 3.2 As soon as reasonably practicable after notification under condition 3.1 the Surveyor shall inspect the road base works and:
- 3.2.1 if the road base works have been completed to his reasonable satisfaction he shall issue a certificate to that effect and send a copy to the Developer;
 - 3.2.2 if he is not satisfied he shall give the Developer notice in writing:
 - (a) specifying any defects found in the road base works and the works required to remedy those defects; or
 - (b) requiring the Developer to carry out such tests as are specified in the notice.
- 3.3 Condition 3.2 applies with any necessary modifications where the Developer has notified the Surveyor:
- 3.3.1 that he has carried out the works required by a notice under conditions 3.2.2(a); or
 - 3.3.2 of the results of the test required by a notice under conditions 3.2.2(b).
- 3.4 If the road base works have been carried out to the Surveyor's reasonable satisfaction in respect of part only of the Road then the Surveyor may in his discretion issue a road base certificate in respect of that part only and thereupon these Conditions (except condition 6) shall apply in respect of that part of the Road as they apply to the whole subject to any necessary modifications but without prejudice to the obligations of the parties in respect of the rest of the Road.

4. Provisional certificate

- 4.1 The Developer shall notify the Surveyor in writing of the completion of the Road Works
- 4.2 As soon as reasonably practicable after notification under condition 4.1 the Surveyor shall inspect the Road Works and:
- 4.2.1 if the Road Works have been completed to his reasonable satisfaction he shall issue a certificate to that effect and send a copy to the Developer;
 - 4.2.2 if he is not satisfied he shall give the Developer notice in writing:
 - (a) specifying any defects found in the Road Works and the works required to remedy those defects; or
 - (b) requiring the Developer to carry out such tests as are specified in the notice.
- 4.3 Condition 4.2 applies with any necessary modification where the Developer has notified the Surveyor:
- 4.3.1 that he has carried out the works required by a notice under condition 4.2.2(a); or

4.3.2 of the results of the test required by a notice under condition 4.2.2(b).

4.4 When applying for a provisional certificate the Developer shall furnish the Surveyor with "as built" drawings of the Road Works.

4.5 If part only of the Road is made up to the Surveyor's reasonable satisfaction then the Surveyor may in his discretion issue a provisional certificate in respect of that part only and thereupon these Conditions (except condition 6) shall apply in respect of that part of the Road as they apply to the whole subject to any necessary modifications but without prejudice to the obligations of the parties in respect of the rest of the Road.

5. Maintenance period

5.1 During the maintenance period the Developer shall to the Surveyor's satisfaction:

5.1.1 keep the Road in good repair and condition;

5.1.2 reinstate any openings and other works carried out by any statutory undertakers;
and

5.1.3 as soon as possible, and in any event within one month of the same beings discovered by or notified to the Developer, remedy any defects which may be found in the Road Works.

6. Adoption

6.1