

# Pipe laying powers on private land



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This leaflet is our Code of Practice regarding pipe-laying on private land. It sets out good practice with regard to our powers and duties when we lay or carry out work on pipes on private land, or do work to prevent contamination of the water in our network. It also explains what you (the landowner and/or occupier) are entitled to expect. It has been prepared under section 182 of the Water Industry Act 1991 (the Act) and has the approval of the Secretary of State. The Act allows, and in some cases requires, us to do these works. It also sets out some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.

# Pipe-laying powers on private land

**1.0** Separate leaflets are available that deal with other aspects of our full company Code of Practice, these are:

- Guaranteed Service Standards
- Your water supply
- Dealing with used water
- Metering your water supply
- Leakage
- Your bill (this includes our debt code)
- What to do if you are unhappy with our service

You can get copies of these leaflets by downloading them from **[www.stwater.co.uk](http://www.stwater.co.uk)** or by telephoning our Customer Contact Centre on **08457 500 500**.

## Planning a route

**2.0** Before we lay a pipe we need to plan a route. We consider many aspects including:

- The directness of possible routes.
- The cost (both of laying and of maintaining the pipe).
- The amount of any compensation which we may have to pay.
- The disruptive effect of the work (to traffic, businesses and individuals).
- Engineering considerations including access for construction work.
- Existing underground and overhead equipment.
- The desirability of achieving gravity flow.
- The avoidance of sites of environmental and archaeological importance.

As a result we may have to lay pipes in land which is in private ownership or occupation. Where that is the case we will consult with you and, by the use of good working practice, seek to minimise the damage. We will carry out a reinstatement after our work so that the land is restored to its original condition. Where this is not practicable, compensation is payable for loss or damage caused by the work. Compensation may also be payable for any sterilisation of land incurred as part of the work. You may be able to appoint a land agent to act on your behalf in these matters.

We will comply with this Code wherever it is possible and reasonably practicable to do so. If we cannot do so we will always explain why. We will also comply with any other relevant legislation. This Code does not affect any other rights or powers that you or we may have.

Certain provisions of this Code are not applicable to the laying of pipes within developers' sites. In particular paragraphs relating to the timing of the work, record of condition of land and topsoil, and those relating to reinstatement do not apply. Similarly certain provisions may not apply when we do work on a service pipe. You should also note that although the Code is not required to apply to work done in connection with surveying and trial holes we will, nevertheless, comply with its provisions where applicable.

## Surveying and trial holes

**3.0** Once we are aware of the requirement for a new pipeline we may need to survey possible routes. This is so that we can work out the best route and the method by which to lay the pipe. If we need to make any experimental trial holes or carry out any boring so we can determine the nature of soils and geology below the surface of your land we will advise you. Unless it is an emergency, or we have agreed a shorter period, we will give you a minimum of seven days' notice of our entry. We will disturb the land as little as possible. If we are unable to fill in any holes immediately we will secure them and/or fence them off. Some boreholes may be left with temporary equipment to enable groundwater levels to be checked periodically. If this is the case then details will be agreed with you. If we need to make any experimental trial holes or carry out boring to determine the nature of soils, compensation can be claimed for any temporary losses as a result of the work to the land.

## Consultation and notice of work

**4.0** We are required to give you formal notice of our intention to carry out work on your land. The notice, which has to be in writing, will be accompanied by a plan. These documents will give you information about where we intend to lay the pipe, the extent of the working area, and when we intend to do the work. It is advisable to file the notice with the deeds of your property, so that subsequent purchasers of the property are aware of the pipe and apparatus. We will also give you notice of our point of entry.

If the work involves laying a new pipe we will always try to contact you before we issue the notice. Unless it is an emergency, or in response to a requisition, we will give you at least three months' notice. If we have to lay a pipe in response to a requisition we will give you as much notice as possible but this will normally be a minimum of 21 days.

The rest of this Code is set out in three sections describing what happens:

- A. Before the work occurs.
- B. During the work.
- C. After the work has been completed.

## **A. Before the work occurs**

If the work involves alterations to an existing pipe then, unless it is an emergency, we will give you at least 42 days' notice. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleanse), repair or adjust, we will give reasonable notice – this will normally be at least 21 days (unless you agree to a shorter period).

We will always use our best endeavours to consult you before the notice is served, but if for any reason we have not been able to we will consult with you about what we propose to do during the notice period. During that consultation we will be asking you and other specialist organisations for information about:

- Ownership (and occupancy, if different) of the land. It would be helpful if you would tell us if there is a change of occupier or owner.
- Any proposals you have for developing the land, such as proposals for building any permanent structures or subsisting planning consents.
- Known pipes, cables, equipment or structures below the ground.
- Anything which you believe might affect the timing of our work including whether the land is subject to flooding.
- The location of springs, wells, cesspools or septic tanks or land drains and in particular any deep land drainage system.
- Any harmful materials, liquids or vegetation in the area in which we will be working, any contaminated land and if the land has been subject to any notifiable plant or animal diseases.
- Any areas with special needs, e.g. SSSIs (sites of special scientific interest), protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas.
- Planned cropping and stocking.
- Any other factor which you believe is relevant or will affect our work and for which we may have to compensate you.

We will take account of all the matters mentioned above, as well as considering any suggestions that you (and/or adjacent landowners who are affected by the scheme) have about the route of the pipe, the position of any ancillary equipment, the timing of the work, and the reinstatement of land and land drains, and discuss them with you. By the time of making the final decision about the route we will have taken into account both engineering and operational needs and the long and short term costs of the work, as well as any comments or

suggestions you or your agent have made. If at this stage we are unable to meet any suggestions or objections that you have we will explain the final decision to you.

The period of notice allows time for any objections to be addressed before we start work. At the end of that time we hope that matters between us will have been agreed. However, if you do not permit us access to your land in accordance with the notice we gave you, we are able to apply to a Magistrate for a warrant to do so.

Once we start work we will keep as closely as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make significant changes, and you are unable to agree them with us, we will serve a fresh notice.

If, for any reason, the work does not start on or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the work will take, and also how long we anticipate any reinstatement will take. Once a statutory notice has been served, you should not do anything on the land in question that might hinder or prevent us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. It is not necessary to arrange your agricultural operations around our proposed work because it is possible that the timing could vary. If you are in doubt, please get in touch with us for advice and clarification.

## **5.0 Timing of the work**

Within engineering, operational and other constraints we will do the work at the time which will cause least damage to land.

## **5.1 Compensation**

If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you will have any temporary losses or disturbance caused by the work, you may be entitled to claim compensation from us.

## **5.2 Agents**

In some circumstances you may feel it is appropriate to appoint an agent, e.g. a surveyor experienced in this type of work, to act on your behalf in advising you on the work, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes we would accept that you should appoint an agent and we will pay the reasonable cost of the agent's fee after the claim has been settled. The maximum payable will be based on a standard scale of professional fees, known as Ryde's scale. If you want further information about this you should check with your agent. We would not usually pay solicitors' fees unless we ask you for a formal easement document that requires additional work.

## **5.3 Record of condition of land**

We will make a full schedule of condition of the working area, including any buildings in close proximity, any accesses and any compound in respect of the proposed scheme. This may consist of (any or all of) written notes, photographs, or a video recording with verbal commentary. A copy will be sent to your agent prior to the scheme commencing (and if you do not have an agent, to you). If at that stage we have missed

anything please tell us. The purpose of the record is to help both you and us check that we have restored the land to a condition as near as possible to that which existed before we started work (unless you have asked us to consider alternative proposals) and that any buildings remain in the same condition.

#### **5.4 Contacts**

Before the work commences we will give you the name, workplace address and telephone number of the person responsible for supervising the work. Normally they will be available during working hours. We will also give you an emergency telephone number for use outside normal working hours or if your normal contact is unavailable.

#### **5.5 Location of pipes and equipment**

Normally all our pipes are laid below ground. We prefer to lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles, such as rock outcrops, which prevent this. If this happens we will advise you of the final position and depth. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are occasional instances where other locations may be unavoidable. If you have deep land drainage you should alert us to this before we start work.

Generally, we put all of our pipes and accessories below ground level. However, where we need to install a manhole or other accessory that will be raised or at ground level we will try to place it in a position to minimise interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction or depth, and at regular intervals. On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessory at or above ground level we will always discuss this with you first. If it is necessary to have a manhole in your garden, we will always discuss its location with you, and if possible give you a choice of its final position within your garden.

## **B. During the work**

### **6.0 Supervision**

We will make sure that anyone working for us on your land is properly supervised and that they have been told not to stray outside the working area. If you have told the named contact about anything that requires special attention they will ensure that it is brought to the attention of our workers who might need to take it into account.

Except in an emergency, if we are working close to residential properties and need to work on bank holidays, weekends, or between the hours of 7.30pm and 7.30am, we will tell you in advance.

## **6.1 Access for owners and occupiers**

We realise the importance to you of maintaining access to your property. Within reason, we will let you have access to stock or vehicles across the working area. If the location of the working area is such as to cut off access to part of your property we will discuss this with you before we commence work. If appropriate we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.

We will try to keep open the existing means of access to areas cut off by the work unless it would be more appropriate to provide an alternative. Where a common access is to be used both by you and us we will endeavour to keep that access as clear as possible from mud and dust arising from our work. We will ensure that there is minimum interference with any existing means of access for emergency vehicles.

## **6.2 Access for ourselves**

Normally we will gain access to our work within the working area. However, if access is required by any other route we will (unless it is an emergency) first consult you and include any additional access in the notice.

We will not construct any permanent gates, steps or stiles at the boundary between your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights.

### **6.3 Security of your property and of the working strip**

Before we start work we will talk to you about the type of fencing we will use to maintain a safe and secure working area. If the working area is next to land on which livestock will remain, we will erect a suitable stock-proof fence. In these circumstances we will ensure the stock-proof fence is maintained during the course of the work (and reinstatement) and will erect straining posts at junctions of our fencing with existing fencing, and ensure both fences are secured and strained to the posts.

Where livestock stray via the working area through our proven acts or omissions, we will give consideration to claims for loss or damage. For safety reasons you will not have access to the working area. However, we will ensure that, if necessary, you have access across the working area and that during the work and reinstatement the existing level of security of your property is not reduced.

### **6.4 Topsoil**

We will seek to preserve the structure of the soil. When topsoil is stripped from the land we will store it separately from other excavated materials. We will not compress it with machinery. When the work is finished adequate subsoil preparation will be undertaken prior to replacing topsoil. The excavated material will be restored, as far as possible, to the condition it was prior to the work. In particular, topsoil will be replaced to the same depth it was originally and there will be no large stones excavated during the work left on the surface. If, for any reason, we are unable to return the same topsoil that was removed from your land it will, unless otherwise agreed with you, be replaced by soil of a similar nature, structure and quality.

## **6.5 Trees and hedgerows**

Wherever possible we will seek to avoid felling or lopping any mature trees but if it is unavoidable we will consult you first. If the trees are subject to a preservation order or in a conservation area we will also consult the appropriate authority and abide by its conditions. If we have felled any mature trees, they will remain your property. If you wish we will dispose of them in accordance with any reasonable requests. Work required to hedgerows will also be discussed with you. Any formal approvals will be requested from the local authority.

## **6.6 Land drainage**

If you have any records of existing land drains, these should be made available to us at the earliest opportunity. We will then discuss with you the reinstatement work to any land drainage system affected by the work as in some circumstances this may need to include preliminary work before pipe-laying operations start. If we are made aware of an extensive land drainage system then prior to the work we may engage a land drainage consultant to draw up a remedial scheme.

If during the work we discover a land drainage system, which you did not tell us about, we will tell you. If we disturb it, or any land drainage system that you have told us about, we will do our best to reinstate or replace it to the same standard as existed prior to the work. We will, where practicable, lay our pipe under the land drainage system. We will tell you when we are going to carry out remedial work and will give you the opportunity to inspect the site.

We will make a record (which may include photographs) of any land drains disturbed and the replacement/reconnection work carried out. If you wish we will give you a copy. If we construct any land drains in locations where they did not previously exist we will discuss this with you, give you an opportunity to inspect the site and provide you with a record of the work on completion. You may wish to consider filing a copy with the deeds.

## **6.7 Watercourses**

Where our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the Environment Agency and Internal Drainage Boards. In the absence of such requirements the top of the pipe will be at least 300mm below the original cleared bottom of the watercourse and will be covered by concrete.

If our work affects any watercourse we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the conclusion of the work as it was before. We will take precautions to ensure the watercourse is not adversely affected during the construction work.

## **6.8 Water supplies and other services**

If we interrupt or accidentally damage any water supplies or other services in our working area, we will repair the damage, or provide an adequate alternative as soon as reasonably practicable. We will also take all reasonable steps to ensure that our work does not pollute any water supplies or watercourses. If there appears to be any possibility of interference with private water supplies, such as wells or springs, we will arrange and bear the cost of samples being analysed to determine quality, and for levels in wells and flows

from springs to be recorded and agreed before and after the work, provided you have drawn this need to our attention in adequate time. Troughs, standpipes or field supplies located within the working area will be moved to a new, temporary or agreed permanent location.

### **6.9 Area affected by disease**

If you advise us that the area in which we have to work is infected by a disease notifiable under the Animal Health Act 1981 (e.g. foot and mouth) we will follow the requirements of Defra (the Department for Environment, Food and Rural Affairs). If we have to make an emergency entry, we will take all necessary precautions. If Defra has imposed requirements to avoid spreading soil-borne pests and diseases we will comply with them.

### **6.10 Fishing and sporting rights**

Neither our staff nor our agents will be allowed to carry firearms on the working area. We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Guard Dogs Act 1975).

If there are fishing or sporting rights adjacent to the working area we will use reasonable endeavours to see that our work minimises any interference with the enjoyment of them.

### **6.11 Facilities for our workers**

If we bring any huts or caravans on to the working area on your land they will not, except where there is a security risk, be used for overnight accommodation without your permission. We will provide sanitary equipment for the convenience of our workers.

### **6.12 Private agreements**

If you make any agreements directly with our contractors you should note that we will not be responsible for any consequences nor intervene in any such agreement made between you and the contractor.

### **6.13 Explosives**

If we have to store or use explosives we will give you notice and tell you the periods when the explosions may be expected. We will not use explosives on weekends, bank holidays or between the hours of 7:30pm and 7:30am unless it is essential and is unlikely to cause you any significant disturbance.

### **6.14 Cathodic protection**

If we provide cathodic protection for any part of our equipment we will also take steps, where necessary, to safeguard buildings and structures near our work.

### **6.15 Temporary support**

If the carrying out of our work means that any of your buildings, structures or equipment may need temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

### **6.16 Fossils and articles discovered**

If we discover any coins, fossils or other articles during our work we will inform you and the appropriate archaeological body. We will not retain them or lay any claim to them. We have a legal obligation to have regard to the protection and conserving of objects of archaeological interest. Accordingly, we may employ or involve an archaeologist to examine the work as they progress. This will, however, be discussed with you first.

## C. After the work

### 7.0 Reinstatement

In doing our work we will try to do as little damage as possible. Temporary damage, such as topsoil stripping, may take place in order to allow good working practice and reinstatement. At the completion of the work we will restore the area where we have worked to the same condition that it was in before we started. On the occasions that this is not reasonably possible we will pay compensation to reflect the depreciation in the value of the land.

We will remove all tools and equipment and any contaminants brought to the site, and take away any surplus excavated material unless you ask us not to and we are legally able to comply with such a request. The site will be left clean and tidy. Before we hand the working area back to you we will arrange a joint inspection to ensure satisfaction.

If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. If we have damaged a hedge we will replant it with an appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively we will pay compensation. The contractor's maintenance period is normally 12 months from the completion of the pipe-laying.

If the work has been in a garden we do our best to ensure that the reinstated garden matches the unaffected garden. If necessary, we will employ an accredited garden landscaper for the reinstatement work. Where this is not practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.

In the event that a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage specialist. Alternatively, compensation may be paid.

## **7.1 Information**

We will inform you in writing of the position and depth of the pipe (if less than 900mm) and the extent of the land (the sterilised area) which needs protection. These details should be kept with the deeds to your property. The width of the area will be kept to the minimum possible and will be sufficient for us to gain access and work on the pipe if required. In order to avoid damage to the pipe and to allow us access we will give you information on any activities which should not be carried out without our express permission in that area. This will include planting of certain types of trees or erecting buildings but will not prevent normal agricultural operations.

## **7.2 Compensation**

If we have caused permanent loss in the value of your land as a result of the presence of our pipes, or if you have suffered temporary losses or disturbance caused by the work, you may be entitled to compensation; also if you have suffered damage to your property that we have not been able to put right. You should note that disturbance compensation will only be paid for items that are directly and unavoidably incurred as a result of our work. If you experience significant disturbance you should, at the time of the disturbance, keep your contact informed and let him know if you are likely to incur additional costs. It is in your own interest to keep a diary of events. If you have appointed an agent they will prepare and negotiate your claim for you. Your claim will be treated confidentially.

If you or your agent asks us in writing, we will pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement interest may be payable on your claim. Your agent will be able to advise you about this.

If after negotiating with us the level of compensation cannot be agreed the matter can be referred to the Lands Tribunal (or some other form of independent alternative dispute resolution agreed between us). However, we will not pay your agent's fees to prepare your case. It is up to the Tribunal to decide if, and how, costs should be awarded.

If in the future you wish to develop the land the Act makes provision for you to ask us to alter or remove the pipe at your expense. If the request is not unreasonable, we have a duty to comply.

### **7.3 Complaints**

When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workers and contractors working for us to be polite, considerate and helpful. If you have a problem in the first place please get in touch with the named contact. If you are unable to resolve the matter to your satisfaction you should contact our Customer Contact Centre on **08457 500 500**, or you can write to us at:

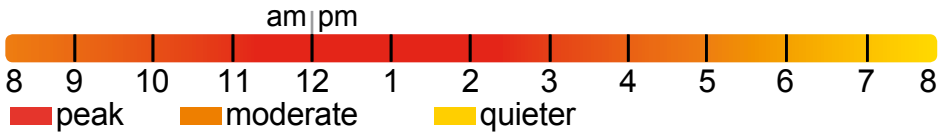
Severn Trent Water Ltd  
Customer Relations  
PO Box 5310  
Coventry  
CV3 9FJ

Ofwat is the independent water industry economic regulator and has as one of its objectives the safeguarding of the interests of customers of the water and sewerage companies. Ofwat has a duty to investigate complaints about the manner in which we have undertaken pipe-laying on private land and, if appropriate, make an award of up to £5,000. However, disputes cannot be investigated regarding the amount of compensation. Information on the role of Ofwat in dealing with such complaints is available on request. Complaints to Ofwat should normally be made within 12 months of the event to which the complaint refers. Ofwat's address is:

Ofwat  
Centre City Tower  
7 Hill Street  
Birmingham  
B5 4UA  
Telephone **0121 644 7500**

This publication is available in alternative formats including large print and Braille. For more information call the Customer Contact Centre on **08457 500 500** or textphone **0800 328 1155**.

## Customer Contact Centre peak times



Please note that if you are calling from a landline, our **0800** numbers are free of charge, our **02477** number is charged at the local rate and our **0845** number is charged at your operator's rate.

Calls made from mobile phones will be charged at your operator's rates.

**Severn Trent Water Ltd**

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For further information please:

call 08457 500 500

textphone 0800 328 1155

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