Severn Trent Water
Network Access Code

Process Owner: Head of Wholesale Market Unit

Version 6

Date of issue: 15th September 2019

Document Version Control

Document Type	Statutory Document
Classification	Public Document
Status	Final
Produced by	Mike Rathbone
Approval	Ian Dearnley
Approved on	17th September 2019

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1. Overview

This section details issues relating to the high level framework under which the Water Supply and / or Sewerage Licensing (WSSL) regime operates. This section is intended to provide Licensees with a general awareness only. Licensees or prospective licensees should satisfy for themselves that they are fully familiar with all relevant aspects of the regime.

Ongoing Market Reform

From 1st April 2017, those wishing to make introductions of water to our network to supply their own customers will require a Water Supply and Sewerage Licence (WSSL) with both (English) retail and (English) wholesale authorisations (referred to in this document as a Combined Licence), in accordance with the provisions of the WIA91 (as amended by the WA14). These new WSSL licencing arrangements replace the previous WSL regime from 1st April 2017.
As market reform continues, it will inevitably mean that parts of this network access code will be superseded and will require updating to reflect the prevailing regime. We will continue to review our network access code at least annually and update as necessary in-line with prevailing Ofwat guidance and market conditions. All requests for network access shall be assessed using the network access code current at the time.

1.1. Purpose of the Network Access Code

Severn Trent Water is required by Condition S (see glossary) of its appointment as water undertaker to publish a network access code setting out the basis upon which it will permit access to its supply system under sections 66A-66C Water Industry Act 1991(WIA91).

Condition S requires all water undertakers to review their network access code on an annual basis and/or to modify it following the issue of any future guidance by the Water Services Regulation Authority (Ofwat). Severn Trent Water will review its network access code annually by 15th October and will continue to revise this in line with existing and future guidance, as issued. Future guidance on the network access code, as issued by Ofwat, will be subject to a consultation period before implementation.

This code is supported by a series of standardised application and contract documentation aimed at facilitating the access process and ensuring a consistent approach to all licensees. This approach attempts to ensure that each application is assessed against a consistent set of criteria. Parties wishing to contact Severn Trent Water on any aspect of this network access code or its content should do so, in writing, to:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH
Email: WMU@severntrent.co.uk

1.2. Role of key industry players

This section highlights the duties and obligations of the key players within the water supply licensing Regime.

1.2.1. Water undertakers

Severn Trent Water is the appointed Water Undertaker covering the Severn Trent Water Region. It is responsible for the public water supply network in this area. Chapter 2A of Part III of the WIA91 places duties and obligations on water undertakers subject to certain conditions. Severn Trent Water is obliged to provide the following services subject to the conditions detailed below:

a) Wholesale water supply by a primary water undertaker (Section 66A WIA91)

Where a licensee requests Severn Trent Water to provide a supply of water, under section 66A of the above Act, and the premises are within the Severn Trent Water area, Severn Trent Water has a duty to take steps necessary to enable provision of the supply, and having taken those steps, to provide the supply.

The terms and conditions on which Severn Trent Water carries out these duties are agreed with the licensee in accordance with Ofwat's access code guidance. Section 2 of this Access Code sets out these terms and conditions for a wholesale supply of water (under Section 66A WIA 91).

b) Introduction of water into a water undertaker's supply system, (Section 66B WIA91)

Where a combined licensee requests Severn Trent Water's permission to introduce water into its supply system, under this section and in line with the requirements of the retail and wholesale authorisation aspects of the combined licence, Severn Trent Water has a duty to take steps to enable the licensee to make the introduction of water into the supply system and having taken such steps to permit the introduction of water into its supply system, as requested.

The terms and conditions on which Severn Trent Water carries out these duties are agreed with the licensee in accordance with the Combined Access Agreement.

Severn Trent Water, in its capacity as a secondary undertaker, is obliged to provide the following services subject to the conditions detailed below.

i) Wholesale water supply by secondary water undertaker (Section 66C WIA91)

Where a combined licensee requests Severn Trent Water to provide a supply of water to enable it to supply its customers' premises by using a neighbouring primary water undertaker's supply system, under this section and in accordance with its retail authorisation, Severn Trent Water has a duty to take steps to enable the provision of the supply, and having taken those steps to provide that supply.

Where a combined licensee requests Severn Trent Water to permit the introduction of water, as supplied by a neighbouring secondary undertaker, into its supply system for the purposes of supplying its customer within Severn Trent Water's area, Severn Trent Water has a duty to take steps to enable the licensee to make the introduction of the water into its system. These steps may include connecting Severn Trent Water's supply system to the neighbouring secondary water undertaker's supply system. Having taken such steps, Severn Trent Water has a duty to permit the introduction of water into its supply system, as requested.

The terms and conditions on which Severn Trent Water carries out these duties (in its capacity as a primary or secondary undertaker) are agreed with the licensee in accordance with the Ofwat access code guidance.

Where appropriate, the licensee, primary water undertaker, and secondary water undertaker may agree trilaterally the terms and conditions of access.

ii) Conditions under which duties under Section 66A-C WIA91 do not apply

Section 66A (3) WIA91 documents the circumstances under which the wholesale water supply duty by a primary water undertaker does not apply.

The duty to provide a supply of water to a licensee, or to take any steps to enable it to provide such a supply do not apply if both the first and second conditions below are satisfied, or if the third condition below is satisfied.

The first condition is that:

- the premises to be supplied by the licensee consist only of land, they do not include a building or part of a building; or
- the supply to be made by the licensee to the premises is for purposes other than domestic purposes.

The second condition is that the provision of the supply by Severn Trent Water would:

- require Severn Trent Water to incur unreasonable expenditure in carrying out works, in order to meet all its existing obligations to supply water for domestic or other purposes, together with its probable future obligations to supply water to buildings or parts of buildings for domestic purposes; or
- otherwise put at risk Severn Trent Water's ability to meet any of those existing or probable obligations.

The third condition is that there is a contravention, as determined in regulations made under section 74 WIA91 and related to section 66A(6) of the WIA91, in relation to the water fittings used or to be used in connection with:

- the supply of water to the premises to be supplied by the licensee; or
- the use of water in those premises.

Under sections 66B and 66C WIA91, a primary water undertaker has no duty to permit the introduction of water by a combined licensee into its supply system, and under section 66C WIA91 a secondary water undertaker has no obligation to provide a wholesale supply of water, if either the first or second condition below is satisfied:

The first condition is that providing the supply or allowing the introduction of the water into the primary water undertaker's supply system:

- would require Severn Trent Water, in order to meet all its existing obligations to supply water for domestic or other purposes, together with its probable future obligations to supply buildings and parts of buildings with water for domestic purposes, to incur unreasonable expenditure in carrying out works; or
- would otherwise put at risk its ability to meet any of those existing or probable future obligations.

The second condition is that there is a contravention of the prescribed requirements of regulations made under section 74 WIA91 in relation to the water fittings used or to be used in connection with:

- the supply of water to the premises to be supplied by the licensee; or

- the use of water in those premises.

1.2.2. Water Supply and / or Sewerage Licensees (WSSLs)

WSSLs are responsible for obtaining a licence appropriate to the activities to be undertaken and will have undergone an assessment of their financial and technical compliance by the appropriate regulatory bodies, (Ofwat/DWI). Licensees must comply with the terms of their licence, relevant legislation and the contractual arrangements as set out in access agreements.

Section 66I WIA91 prohibits unauthorised use of a water undertaker's supply system for the purpose of supplying water to a customer's premises, unless done so by the water undertaker or by a licensee under the terms of its licence. Under section 66I (3) WIA91, unauthorised use for the purpose of supplying water to a customer's premises is a criminal offence. Licensees have a duty to assure themselves that the terms of their licence allows for the use of Severn Trent Water's supply system.

Section 66J WIA91 prohibits unauthorised introduction of water into a water undertaker's supply system. Introduction of water is only permitted by the primary water undertaker itself, or by a licensee under the terms of its licence, or by another water undertaker under an agreement for a bulk water supply. Under 66J WIA91, contravention of this prohibition is a criminal offence. Licensees have a duty to assure themselves that the terms of their licence allows for the introduction of water into Severn Trent Water's supply system.

In both cases the supply system is as defined in section 17B (5) WIA91.
Section 66D (4) WIA91 requires that the terms and conditions of any access agreement follow Ofwat's Access code guidance. If there is no agreement between Severn Trent Water and a licensee, Ofwat can make a determination under section 66D (2) WIA91 which is legally binding on both parties.

Licensees share responsibility with Severn Trent Water for compliance with the Water Quality Regulations for the water they input in the supply system and for the wholesale supply of water to the customer's tap

1.2.3. Ofwat

The Water Services Regulation Authority (Ofwat) is the economic regulator for water and sewerage services in England and Wales.

Ofwat is obliged to publish guidance on the operation of the water supply licensing regime. Ofwat is responsible for granting water supply licences for retail and wholesale services. In doing so Ofwat will assess whether the applicant has the appropriate skills and competencies required.

Ofwat also has powers to determine disputes about the eligibility of premises, the terms and conditions of proposed access agreements and the conditions for refusing supplies. Further information is available on Ofwat's website under water supply licensing: www.ofwat.gov.uk

1.2.4. Drinking Water Inspectorate (DWI)

DWI will need to be satisfied that the licensee is aware of, and understands, its regulatory duties and responsibilities in respect of drinking water quality at the initial licence application stage. Where a combined licensee intends to treat a source of water for potable supply, the treated water cannot be introduced into the public supply system until the DWI is satisfied that the treatment

processes meet the relevant regulatory requirements and the water treatment works is being operated in a competent manner.

During access negotiations DWI will advise Ofwat as necessary on drinking water quality issues relating to the use of common carriage, particularly in respect of dispute resolution during the application process.
Overall, Licensees will be subject to the same level of regulation as undertakers. Further information can be found in the Water Supply Licensing section of the DWI's website at www.dwi.gov.uk

1.2.5. Environment Agency (EA)

The Environment Agency has a duty to secure the proper use of water resources in England and Wales. They monitor water in the environment and issue 'abstraction licences' to regulate who can take water from the environment and how much they can take.

Water undertakers produce Drought Plans every 3 years, which identify how, during a period of drought, they will continue to meet their duties with as little recourse as possible to drought orders, or drought permits. From October 2005 the production and publication of these plans became a legal requirement. The Environment Agency reviews these plans and advises the Government on their adequacy.

Water undertakers also produce Water Resources Management Plans every 5 years; which identify available resources, forecast demand, and set out how future deficits may be addressed through either resource development or demand management options. The Environment Agency also reviews these plans and advises the Government on their adequacy. Water Resources Management Plans production and publication became a statutory requirement in 2006.

There is a duty on water supply licensees to provide information to water undertakers for both Drought Plans and Water Resources Management Plans.

A combined water supply licence applicant may require a water abstraction licence from the Environment Agency to take water from surface water or groundwater. Every new proposal to abstract or impound water undergoes extensive scrutiny and investigation before a decision is made to grant or refuse an abstraction licence application. There is a need to ensure that water resources are safeguarded and that abstractions do not damage the environment.

Secondary supplies (under section 66C of the WIA91) are meant to encourage use of ‘spare water’, but the undertaker and the licensee may not be able to agree on how much water the undertaker has ‘spare’. In the absence of agreement, Ofwat may be asked to determine whether a supply under 66C should be made, and if so the terms of that supply.

In these instances, the Environment Agency will also play a role in advising Ofwat on whether the criteria for rejecting a proposal for a secondary supply under sections 66C (5) or (6) of the WIA91 are satisfied. Ofwat will then make a determination.

Further information is available on the Environment Agency’s website:
http://www.environment-agency.gov.uk/

1.2.6. Department for the Environment, Food and Rural Affairs (DEFRA)

DEFRA is the government department responsible for the water supply licensing legislation. The Secretary of State has issued statutory instruments which govern the competition regime. The Secretary of State may issue further instruments in the future which may affect the regime. Where this is the case, Severn Trent Water may revise this access code to reflect relevant changes. Further information is available on DEFRA's website. http://www.defra.gov.uk/

1.3. Definition of services

The services that Severn Trent Water provides are defined in terms of Severn Trent Water being either the primary undertaker (section 66A and 66B WIA91) or as a secondary undertaker (section 66C WIA91).

1.3.1. Primary water undertaker

(i)Wholesale water supply

Severn Trent Water will take steps to enable the provision of the supply, and having taken those steps, provide the supply of water in accordance with section 66A of the WIA91 to the licensee for supply to the licensee's eligible customers. See section 2.

(ii) Introduction of water into the supply system

Severn Trent Water will take steps to enable the licensee to make the introduction of water into the supply system, and having taken such steps permit the introduction of water into its supply system, in accordance with section 66B of the WIA91 for the purposes of supply to the licensee's eligible customers.

Severn Trent Water will take steps, and having taken such steps, permit the introduction of water, as supplied by a secondary undertaker, into its supply system, in accordance with section 66C of the WIA91, for the purposes of supply to the licensee's eligible customers. In some circumstances, steps may include laying such pipes and constructing such other works as are necessary to connect the supply with the pipes in the area of the secondary undertaker.

1.3.2. Secondary water undertaker

Severn Trent Water will make available a supply of water to a licensee, for supply to the licensee's eligible customers, within the area of appointment of another water undertaker in accordance with section 66C of the WIA91. Severn Trent Water will lay such pipes and construct such other works as are necessary to connect the supply with the pipes in the area of the primary undertaker.

Part 1: Terms and conditions for a wholesale supply of water

The provision of a wholesale supply of water shall be governed by the Wholesale Contract and Wholesale-Retail Code. The Wholesale Contract is a section 66D agreement and/or a section 117E agreement (as those terms are defined in sections 66D(9) and 117E(9) of the Act. The Wholesale-Retail Code is issued by the Authority, pursuant to sections 66DA and 117F of the Water Industry Act 1991, which makes provision in relation to the terms and conditions of a section 66D agreement and/or section 117E agreement.

Part 2: Terms and conditions for a combined supply for access to, or use of system

3.1 Process requirements

3.1.1 Confidentiality agreements

The purpose of the confidentiality agreement is to ensure that no party discloses without consent or misuses information received from another party to the agreement consistent with the obligations placed upon Severn Trent Water as part of Condition R and the obligations placed upon the licensee as part of Condition 2 (see glossary) of the Water Supply Licence, not to use or disclose information inappropriately.

The confidentiality agreement will be between Severn Trent Water (in its capacity as a water undertaker) and the licensee. If the secondary water undertaker and/or the sewerage undertaker require access to detailed information, the licensee should also consider whether separate confidentiality agreements are required.

Severn Trent Water uses a standard confidentiality agreement template. Licensees should consider the confidentiality agreement in the light of their particular circumstances, including the type of licence held and the type of information to be exchanged.

Severn Trent Water will look to have these arrangements in place before negotiations take place both for wholesale and combined applications. Where no agreement can be reached, the licensee may refer the matter to Ofwat.

The standard Severn Trent Water confidentiality agreement can be found in the Appendix 1.

3.1.2 Information requirements

Severn Trent Water will only ask for information necessary to progress the application. Information regarding the stages and timescales for completion of each stage of the application are documented below. The information required for each stage of the application (application questionnaires) can be found in the Appendices and separate copies provided on request. Where Severn Trent Water requests information which deviates from the stated information requirements, Severn Trent Water will provide justification for doing so. Information required by Severn Trent Water will be used to form the foundation of the Combined Access Agreement and schedules attached thereto.

Severn Trent Water will not be able to process incomplete applications and will return partially completed application forms back to the licensee if key pieces of information are missing, identifying what information is missing and why it is required. Severn Trent Water will not be responsible for delays in the process emanating from incomplete applications.

3.1.3 Timescales

The timescales specified for each of the key application stages are described in the sections below.

3.1.4 Application fees

There are no fees for any of the application processes

3.2 Confirming eligibility

The licensee must ensure that the relevant criteria as set down in Ofwat's eligibility guidance documents, are adhered to before applying to Severn Trent Water. Severn Trent Water is not obliged to undertake an eligibility assessment. A signed declaration from the licensee that it believes the premises are eligible according to the relevant guidance is required.

Licensees must ensure that each premises satisfies the requirements set out in Section 17A (3) WIA 91.

Further information can be found in Ofwat's guidance on eligibility.

3.3 Attachment to the supply system

A licensee's prospective customer must be, or intend to be, connected to Severn Trent Water's supply system, as defined in section 17B(5) WIA91, at the time any agreement commences for the licensee to supply the required volume of water to that customer. In addition all eligible premises must fully comply with Water Supply (Water Fittings) Regulations 1999.
In addition for a licensee to supply water into the Severn Trent Water supply system for its customer a physical link is required between the combined licensee's introduction point and its customer's premises. This requirement is generally referred to as "connectivity".

The existence of connectivity does not in itself guarantee that a supply can be made from the licensee's entry point to the customer through the water supply system. Hydraulic conditions in the supply system may preclude the direct transfer of water from the entry point to the customer. However, if Severn Trent Water is able to reduce the output of one or more of its sources, or reconfigure how it uses the combination of its supplies with those introduced by the licensee, supply by displacement may be possible.

3.4 Customers in debt

If there is outstanding debt and arrangements are not in place for the repayment of any outstanding water debt, an objection to the customer transfer can be raised by the old supplier in accordance with the Wholesale Retail Code. To allow the transfer to continue, it may be possible to allow the debt to be assigned to the new supplier. Such arrangements would need to be agreed between the new supplier, the customer and the old supplier.

3.5 Application Process

A licensee should be aware that Severn Trent Water cannot process applications for applicants that are not appropriately licensed, but will enter into general discussions with interested parties on the water supply regime if requested. It is the responsibility of the applicant to ensure it has the appropriate licence in place to perform the activity it is applying for combined licence holders will be required to have a Combined Agreement before supplying water to the Severn Trent Water supply system and subsequently to their customer.

Severn Trent Water will endeavour to resolve any dispute associated with any part of the application process by negotiation where at all possible. Where the licensee is dissatisfied with any outcome following an objection or rejection of its application, or with the way its application is being processed by Severn Trent Water, licensees can request to have their complaint reviewed by the Strategy and Regulation Directorate by writing to:

Director of Strategy and Regulation
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

If after a full review by the Director the licensee remains dissatisfied, the matter will be referred to Ofwat for determination. All the information associated with the application will be collated and copied both to the licensee and Ofwat and a tripartite meeting sought.

3.6 Combined Supply Arrangement

There are four stages to the process of obtaining a Combined Access Agreement:

Stage 1 – Initial contact
Stage 2 – Initial application
Stage 3 – Detailed application
Stage 4 – Detailed contract negotiation.

i) Stage 1: Initial Contact

The aim of the initial contact is to establish communications (including contact points) and to determine whether there are any circumstances that would render further pursuance of the application unnecessary at this point.

Licensees or prospective licensees wishing to express an interest in applying for a combined access agreement should contact Severn Trent Water at:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH
Email: WMU@severntrent.co.uk

Where the licensee is contacting Severn Trent Water in its capacity as a primary undertaker with the view to accessing its supply system, the licensee will be asked to provide information of relevant contact details. It is the responsibility of the applicant to ensure it has the appropriate licence in place to perform the activity it is applying for.

If a licensee or prospective licensee wishes to request a meeting to discuss its proposed combined supply application, it may do so by using the above contact details. Severn Trent Water will arrange a meeting within 10 working days of the request being made.

If appropriately licensed, Severn Trent Water will respond to the expressions of interest by providing, within working 10 working days, details of:

- a standard confidentiality agreement (see Appendix 1);

- a list of questions to the licensee in order to elicit basic information regarding the combined licensee's proposals to connect to Severn Trent Water's supply system. The questions are split into two sections; Part One (Initial Application Questionnaire) and Part Two (Detailed Application Questionnaire), Appendices 5 & 6 respectively.

Documentation will be provided electronically unless otherwise requested. Licensees should acknowledge receipt of the documents by emailing:
WMU@severntrent.co.uk

ii) Stage 2: Initial Application

Severn Trent Water will only proceed to the next stage once a confidentiality agreement has been signed by Severn Trent Water and the licensee.

Licensees wishing to apply for a combined supply should complete and submit Severn Trent Water's electronic Part One Initial Application Questionnaire, as provided, and return it via email to WMU@severntrent.co.uk

Licensees should also include confirmation of the customer's consent, which should contain a waiver of any restrictions on disclosure by Severn Trent Water to the licensee of information held. This consent should not be dated more than two months prior to the initial application. If the licensee wishes to provide a signed declaration of eligibility this may also be included as it may prove useful to the licensee to avoid abortive costs, but it is not mandatory. Severn Trent Water will not actively seek to confirm eligibility. Where a customer's existing supplier is not Severn Trent Water, but another licensee, the customer confirmation must also certify that there is no impediment to the change of supplier that may cause objection. This is to ensure that there is no legal agreement binding the customer to continue to receive a supply from the previous supplier beyond the transfer date.

The licensee's initial application (Part One Initial Questionnaire) should provide sufficient information for Severn Trent Water to undertake a high level assessment of viability, including, amongst other things, feasibility of connection; compatibility of the water quality/quantity; security assessment. If sufficient information is not provided, Severn Trent Water will inform the licensee of the omissions and will give the licensee the opportunity to provide the required information. If the information is not provided within a reasonable amount of time from the date of request, Severn Trent Water will inform the licensee of its intention to cease the processing of the application.

On receipt of all relevant information, Severn Trent Water will respond in writing to the licensee within 20 working days, which will include:

- an initial report highlighting any likely difficulties and areas where further technical information will be required; and
- an outline estimate of any case-specific costs (including but not limited to connection and supply system extension/reinforcement).

This initial assessment is not binding but is designed to give the licensee sufficient information to support their own internal business planning processes. The information returned to the licensee should allow the licensee to decide whether to cease, modify, or continue with the application.

Licensees wishing to proceed to the detailed application stage should request the Part Two Detailed Application Questionnaire within 60 working days of receipt of the initial report by emailing WMU@severntrent.co.uk

If the request for the part 2 questionnaire is not received within 60 working days from the date the report and outline costs were submitted to the licensee, Severn Trent Water will inform the licensee of its intention to cease processing of the application.

iii) Stage 3: Detailed Application

On receipt of the detailed application, Severn Trent Water will acknowledge receipt. Severn Trent Water will arrange to meet the licensee to discuss any issues arising from Stage 1, and discuss the requirements for the detailed application. The meeting will also seek to determine the requirements to undertake the feasibility work and any contract negotiations associated with it. The Licensee must inform Severn Trent Water of any changes to the information details or any further information that becomes available as soon as possible. Severn Trent Water reserves the right to commence further investigation and to change the price or non-price terms if the information supplied previously changes.

The DWI will be involved as appropriate at any stage of the process. The DWI has requested that it be given between two and three months warning prior to its involvement in a combined supply application.

Severn Trent Water will undertake a feasibility study based upon information supplied by the licensee (part 2 questionnaire) and will provide the licensee a report detailing the outputs of the feasibility assessment. Within 10 working days of issuing the feasibility report to the licensee, Severn Trent Water will provide, in writing, an offer detailing both price and non-price terms.

These terms will remain valid for forty working days. Applications progressed beyond this period may require additional feasibility before moving to contract negotiation stage.
Severn Trent Water will aim to complete a detailed application assessment/feasibility within 50 working days of receiving the detailed application form.

iv) Stage 4: Detailed Contract Negotiation

The price and non- price terms offered by Severn Trent Water are open to discussion for 15 working days, following its submission to the licensee.

The contract will include clauses dealing with:

- payment terms including frequency;
- arrangements for dealing with any outstanding debt;
- quality issues; and
- a service level agreement setting out the specific contract support services to be provided by Severn Trent Water.

At this stage the unique premises reference number (Supply Point ID – SPID) will be identified by Severn Trent Water and a transfer date will be agreed with the licensee and included in the contract, making due allowance for completion of actions under the Wholesale Retail Code.

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Licensees wishing to accept Severn Trent Water's offer without further negotiation should email acceptance to WMU@severntrent.co.uk

Severn Trent Water will then prepare the appropriate paperwork and issue it to the licensee for signature within 10 working days. The signed contract should be returned to Severn Trent Water.

In the event that Severn Trent Water and the licensee are unable to reach a satisfactory agreement, either party can refer the matter to Ofwat.

3.7 Secondary Supply Application

i) Severn Trent Water as Primary Water Undertaker

If the water source is to be provided by a secondary undertaker, it is the responsibility of the licensee to negotiate directly with the secondary undertaker to secure provision of the wholesale supply and to ensure that the secondary undertaker has had the opportunity to comment on the initial application.

There are five stages to the process:

Stage 1 – Initial contact
Stage 2 – Outline application
Stage 3 – Tripartite Meeting
Stage 4 – Detailed application
Stage 5 – Detailed contract negotiation.

a) Stage 1 – Initial Contact

The aim of the initial contact is to establish communications (including contact points) with the licensee, Secondary and Primary Water Undertakers and to determine whether there are any circumstances that would render further pursuance of the application unnecessary at this point.

Licensees or prospective licensees wishing to express an interest in applying for a secondary supply agreement should contact Severn Trent Water at:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH
Email: WMU@severntrent.co.uk

Where the licensee is contacting Severn Trent Water in its capacity as a primary undertaker with the view to accessing the supply system, Severn Trent Water will make its information requirement clear to both the Licensee and the Secondary Water Undertaker within ten working days of the initial contact. If appropriately licensed, Severn Trent Water will respond to the expressions of interest by providing, within working 10 working days, details of:

- a standard confidentiality agreement (see Appendix 1); and

- a list of questions to the licensee in order to elicit basic information regarding the licensee's proposals to connect to Severn Trent Water's supply system. The information provided will be in a questionnaire (see Appendix 8).

This includes the following information as a minimum requirement:

- The annual volume of water required to be supplied
- Estimates of monthly, weekly and daily customer demand including information about peak demand
- The likely future demand, consistent with the timescale with the secondary water undertakers Water Resource Plan (WRP) as far as is practicable
- The likely duration of the arrangement
- In addition to the above, Severn Trent Water may need details of the name and /or location of the licensee's customers' to help them determine, *inter alia,* the most appropriate entry point.

Documentation will be provided electronically within three working days unless otherwise requested. Licensees should acknowledge receipt of the documents by emailing WMU@severntrent.co.uk .

The licensee will be asked to provide information of relevant contact details. It is the responsibility of the applicant to ensure it has the appropriate licence in place to perform the activity it is applying for.

Severn Trent Water will consider the impact of accepting a supply from a secondary water undertaker. It will also need to consider the financial implications of the arrangement, and how the arrangement will affect its other obligations.

If a licensee or prospective licensee wishes to request a meeting to discuss its proposed secondary supply application, it may do so by using the above contact details. Severn Trent Water will arrange a meeting within 10 working days of the request being made.

a) Stage 2: Outline Application

Once the Part One Secondary Supply (Primary) Application Questionnaire has been completed by the licensee and submitted to Severn Trent Water, both parties can proceed to the next stage but only once a confidentiality agreement has been signed by Severn Trent Water and the licensee.

Licensees wishing to apply for a secondary supply with Severn Trent Water as Primary Water Undertaker should complete and submit Severn Trent Water's electronic Secondary Supply (Primary) Application Questionnaire, as provided in appendix 8, and return it via email to WMU@severntrent.co.uk

The Part Two Secondary Supply Application Questionnaire includes confirmation of the customer's consent, which should contain a waiver of any restrictions on disclosure by Severn Trent Water to the licensee of information held. This consent should not be dated more than two months prior to the initial application. In addition a signed declaration of eligibility must be provided. However Severn Trent Water will not actively seek to confirm eligibility. Where a customer's existing supplier is not Severn Trent Water, but another licensee, the customer confirmation must also certify that there is no impediment to the change of supplier that may cause objection. This is to ensure that

there is no legal agreement binding the customer to continue to receive a supply from the previous supplier beyond the transfer date.

On receipt of all relevant information, Severn Trent Water will participate in a tripartite meeting with the licensee, and the secondary water undertaker within ten days.

b) Stage 3: Tripartite Meeting

The secondary supply meeting arrangements will be discussed in a series of tripartite meetings, over a period of 20 working days, which will provide the opportunity to discuss the relevant issues.

At the first meeting there should be sufficient documentation to discuss the following:
Severn Trent Water will:

- Outline the specifications for introducing the secondary supply into its system such as quality/compatibility and physical (pressure, volume and capacity).
- The outline steps needed to connect the secondary water undertakers supply system to Severn Trent's supply system including proposed entry points.
- Explain the likely infrastructure requirements.
- Discuss operational requirements i.e. quality and hydraulic issues.
- Will confirm the process where the supply is considered strategic

The Licensee will:

- Confirm to the primary and secondary undertaker what it requires in order to provide the specified levels of service to its potential customers.
- Confirm to the primary and secondary water undertaker its exit/entry point proposals.
- Inform the sewerage undertaker and any regulators of their proposals e.g. the DWI, Environment Agency and Strategic Health Authorities

The secondary water undertaker will:

- Provide an offer to the licensee outlining the volume of water that it is able to provide at particular locations, the flow and pressure of the water, the reliability of supply and the water quality parameters.
- Discuss the exit point proposal.
- Explain the likely infrastructure requirements
- Agree the specifications that it will meet including details of the frequency and level of detail of ongoing operational information to be provided.

During the tripartite meeting process Severn Trent Water will specify further information requirements (if required) to complete the application process. Confirmation of the basic feasibility of the licensees proposal will (as far as possible) also be provided although the meeting will look to review the potential alternatives available such that the optimum preferred solution is found. If during this discussion process circumstances come to light that may change the nature of the initial proposal Severn Trent Water will endeavour to explain these details so that the licensee is better able to understand why subsequent offers may change.

By the end of the first tripartite meeting Severn Trent Water will endeavour to provide preliminary price and non-price terms, with caveats explaining why these may be revised and are not binding.

Severn Trent water will also agree to a programme of further tripartite meetings if required.

c) Stage 4: Detailed Application

Following the tripartite meeting the licensee is required to submit a detailed application relating to their single preferred option. This should be in the form of the Secondary Supplies (Primary) detailed application form (see appendix 8). If however, by mutual agreement, this information has already been provided to Severn Trent Water during the tripartite meeting Severn Trent Water will agree to waive the need to have this application formally submitted. On submission of the Secondary Supplies (Primary) detailed application form Severn Trent will acknowledge receipt.

As soon as is practicable Severn Trent Water will confirm to both the licensee and secondary water undertaker that they agree in principle to access the supply system.

Severn Trent Water will seek additional information from the Licensee and/or Secondary Water undertaker if necessary. This may include;

From the licensee:

- Any additional supply and demand information.
- Details of any supply and demand management contingency arrangements, including supply management during a drought.
- Relevant proposals relating to obligations, liabilities, insurance, indemnities, etc.

And; an exchange of information between Severn Trent Water and the Secondary Water Undertaker:

- Water quality assessments; including the predicted water quality entering the system.
- History of contamination of the raw water source, where relevant.
- The level of treatment proposed, with particular attention to disinfection practices and any additional treatment requirements such as plumbosolvency control and fluoridation.
- Operational requirements.
- The safeguards and procedures in the event of treatment failure.
- The water quality requirements of potential customer(s).
- Proposals for monitoring to ensure compliance with water quality regulations.
- Hydraulic requirements.
- Emergency contacts.

Severn Trent Water will copy all information to the relevant parties. If during this exchange of information further changes require investigation Severn Trent Water will inform the licensee. If this is likely to change the price and non-price terms the licensee will be informed as soon as possible.

Once all necessary information has been exchanged Severn Trent Water will undertake an agreed fully scoped feasibility study. Severn Trent Water will aim to complete this feasibility study within 50 working days of receiving the detailed application form.

Following completion of the feasibility study Severn Trent Water will report the results to both the licensee and secondary water undertaker and provide a firm offer of price and non-price terms. Within 10 working days of issuing the feasibility report to both the licensee and the secondary water undertaker, Severn Trent Water will provide, in writing to the licensee, an offer detailing both price and non-price terms.

These terms will remain valid for six months. Applications progressed beyond this period may require additional feasibility before moving to contract negotiation stage.

The DWI will be involved as appropriate at any stage of the process. The DWI has requested that it be given between two and three months warning prior to its involvement in a combined supply application.

d) Stage 5: Detailed Contract Negotiation

Severn Trent Water will require a single contractual agreement. This will cover:

- An agreement between the licensee and Severn Trent Water covering access to Severn Trent Waters supply system
- An agreement between the licensee and the secondary water undertaker covering wholesale arrangement s for a secondary supply; and
- A tripartite transfer agreement.

Details of this agreement can be found in Appendix 4.
At this stage the unique premises reference number (Supply Point ID – SPID) will be identified by Severn Trent Water and a transfer date will be agreed with the licensee and included in the contract, making due allowance for completion of actions under the Wholesale Retail Code.

Detailed contract negotiations will take place within forty working days of issuance of the draft contract. If any parties seek a change in the terms of the conditions the reason for the change must be explained. Where any changes are requested, all parties involved should aim to agree these within ten working days. If all parties accept the terms a tripartite meeting will be convened within ten working days of acceptance, where three copies of the contract will be signed by each of the parties.

In the event that the parties are unable to reach a satisfactory agreement, either party can refer the matter to Ofwat.

ii) Severn Trent Water as Secondary Water Undertaker

In the event that Severn Trent Water is requested to make available a wholesale supply in its capacity as a secondary undertaker there are two key issues that will be reviewed: the availability of the water to be supplied and if there is adequate transfer infrastructure available.

Availability of water

On receipt of a request to make available a wholesale supply of water as a secondary undertaker, Severn Trent Water will make an assessment of whether sufficient water is available to make such a supply. This assessment will be in line with the criteria set down in section 66C of the WIA91.

Severn Trent Water (in its capacity of Secondary Water Undertaker) has a duty to provide a wholesale supply of water only if that water can properly be described as ‘spare’.

When considering whether there is any spare water, Severn Trent Water will have to assess its headroom position in relation to the conditions under section 66C WIA91.

The difference between water available for use and demand (either under a ‘dry year annual average’ or ‘critical period’ planning conditions) is called available headroom. Target headroom is the amount of surplus water available over demand that a water undertaker needs to be able to continue to supply without restrictions on use. This depends on the possible fluctuations to elements of the water undertaker’s forecasts of supply and demand that could occur; for example outages, pollution and variations in demand.

Since an assessment of ‘spare’ water will have to take into account any fluctuations in supply and demand, then the calculation of ‘spare’ water will start with a calculation of the difference between target headroom and available headroom.

In certain circumstances, the Environment Agency can vary or reduce the amount of water that can be abstracted by Severn Trent Water. This may result in a reduction in the amount of water that could be considered as ‘spare’ and, depending on timing, may affect some secondary supply applications. However, this should not affect existing secondary supply arrangements. These will be taken into account by the Environment Agency if they need to consider how much water is abstracted under a licence.

Severn Trent Water will assess ‘spare’ water as follows:

- Where the dry year target headroom is equal to or greater than the dry year available headroom, then there will be no ‘spare’ water in that water resource zone (WRZ);
- If the dry year target headroom is less than the dry year available headroom, then Severn Trent Water will consider its critical period obligations and the impact on customers, in order to complete its assessment of whether it has any ‘spare’ water.

Severn Trent Water will also take account of each of the following before deciding whether it has ‘spare’ water available:

- Whether any of the water supply area is designated by the Secretary of State as ‘water stressed’.
- The potential effects of abstractions necessary to make secondary supplies available on the local environment, such as low flow rivers.

Severn Trent Water as secondary water undertaker will not put its existing customers at a disadvantage, e.g. imposing restrictions on existing customers as a result of allowing use of spare water.

In general, the provision of ‘spare’ water should not materially affect any drought measures or the security of supply index (SoSi). If this is likely to happen, then the water will not be considered as ‘spare’. Severn Trent Water will also consider future legislative changes and changes in policy towards issues such as metering, leakage and water efficiency.

In addition once Severn Trent Water has established the position in relation to headroom and drought measures, further consideration of whether the water can be considered as ‘spare’ will be made by assessing:

- the financial implications of making the supply available a licensee;
- any other obligations it has that may affect the supply of ‘spare’ water.

The duties under section 66C WIA91 on Severn Trent Water as a secondary water undertaker to provide a secondary supply do not apply if either the 'first condition' or the 'second condition' is satisfied.

The 'first condition' is that permitting the introduction of the water to primary water undertaker's supply system:

- would require the water undertaker to incur unreasonable expenditure in carrying out works in order to meet all its existing obligations to supply water for domestic or other purposes, together with its probable future obligations to supply buildings and parts of buildings with water for domestic purposes; or
- would otherwise put at risk its ability to meet any of those existing or probable future obligations.

The 'second condition' is that there is a contravention of the prescribed requirements of regulations made under section 74 WIA9, in relation to the water fittings used or to be used in connection with:

- the supply of water to the premises to be supplied by the licensee; or
- the use of water in those premises.

The same conditions are placed upon the primary water undertaker.

The following obligation will be assessed by Severn Trent Water as secondary water undertaker in regard to the first condition in section 66C (5) WIA91. These lists are not exhaustive and other issues will arise, depending on the specific circumstances of individual arrangements.

- The effect of providing a supply of 'spare' water on its levels of service;
- The effect on its plans to ensure stability and reliability of sources.
- The effect of the arrangement on the terms of supply of:
    - any existing bulk supply agreements;
    - any existing secondary supply agreements;
    - any non-standard or special agreements;
    - any obligations towards any reservation capacity users with which the water undertaker has a long term contract.

Additionally account will be taken of the information available in the Water Resource Management Plans (WRPs) on supply/demand balance forecasts considering how much water will be needed in the long-term and/or in the short-term to meet the licensee's demands. The following will also be considered:

- future headroom and resources and how this may change; and
- the effect on 'spare' water of the following:
    - variability of water supplies
    - water or operational efficiency programmes; and
    - the balance between target and actual headroom.

Adequacy of infrastructure

If the point of transfer is via an existing interconnection point or a proposed new connection point, Severn Trent Water will confirm its ability to provide a wholesale supply at that point as part of the outline application process. If, however, the point of transfer is not via an existing interconnection point but via a proposed new interconnection, the primary undertaker and Severn Trent Water may have to undertake a full feasibility assessment as part of the tripartite meeting and/or detailed

application. The viability of the application will be dependent on the primary supply system being able to accommodate the transfer.
There are five stages to the process:

- Stage 1 – Initial contact
- Stage 2 – Outline application
- Stage 3 – Tripartite Meeting
- Stage 4 – Detailed application
- Stage 5 – Detailed contract negotiation.

a) Stage 1 – Initial Contact

The aim of the initial contact is to establish communications (including contact points) with Secondary and Primary Water Undertakers and to determine whether there are any circumstances that would render further pursuance of the application unnecessary at this point.

Licensees or prospective licensees wishing to express an interest in applying for a secondary supply agreement should contact Severn Trent Water at:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
CV3 9FH
Email: WMU@severntrent.co.uk

Where the licensee is contacting Severn Trent Water in its capacity as a secondary undertaker with the view to providing a supply of water, Severn Trent Water will make its information requirement clear to both the Licensee and the Primary Water Undertaker within ten working days of the initial contact. If appropriately licensed, Severn Trent Water will respond to the expressions of interest by providing, within working 10 working days, details of:

- a standard confidentiality agreement (see Appendix 1).
- a list of questions to the licensee in order elicit basic information regarding the licensee's proposals to connect to Severn Trent Water's supply system. The information provided will be in form of a two part questionnaire listed in Appendix 9. At this stage of the process only the part one information is required.

This includes the following information as a minimum requirement:

- Estimates of annual, monthly, weekly and daily supply that will be required at the exit point.
- The likely duration of the required supply.
- The likely future supply/demand of water at the exit point, consistent with the timescales in the primary water undertaker's WRP as far as is practicable.
- Details of the pressure requirements of the supply.

In addition to the above, Severn Trent Water may need details of the name and /or location of the licensee's customers' to help them determine, *inter alia,* the most appropriate exit point.

Documentation will be provided electronically within three working days of request unless otherwise requested. Licensees should acknowledge receipt of the documents by emailing WMU@severntrent.co.uk .

The licensee will be asked to provide information of relevant contact details. It is the responsibility of the applicant to ensure it has the appropriate licence in place to perform the activity it is applying for.

If a licensee or prospective licensee wishes to request a meeting to discuss its proposed secondary supply application, it may do so by using the above contact details. Severn Trent Water will arrange a meeting within 10 working days of the request being made.

b) Stage 2: Outline Application

Once the Part One Secondary Supply Application Questionnaire has been completed by the licensee and submitted to Severn Trent Water, and a confidentiality agreement has been signed by Severn Trent Water and the licensee, both parties can proceed to the next stage.

Licensees wishing to apply for a secondary supply with Severn Trent Water as Secondary Water Undertaker should complete and submit Severn Trent Water's electronic Part Two Secondary Supply (Secondary) Application Questionnaire, as already provided, and return it via email to WMU@severntrent.co.uk
On receipt of all relevant information, Severn Trent Water will participate in a tripartite meeting with the licensee, and the primary water undertaker within ten days.

c) Stage 3: Tripartite Meeting

The secondary supply meeting arrangements will be discussed in a series of tripartite meetings, over a period of 20 working days, which will provide the opportunity to discuss the relevant issues.

At the first meeting there should be sufficient documentation to discuss the following:
The primary water undertaker will:

- Outline the specifications for introducing the supply into its system such as quality/compatibility and physical (pressure, volume and capacity).
- The outline steps needed to connect the secondary water undertakers supply system to Severn Trent's supply system including proposed entry points.
- Explain the likely infrastructure requirements.
- Discuss operational requirements i.e. quality and hydraulic issues.
- Will confirm the process where the supply is considered strategic.

The Licensee will:

- Confirm to the primary and secondary undertaker what it requires in order to provide the specified levels of service to its potential customers.
- Confirm to the primary and secondary water undertaker its exit/entry point proposals.
- Inform the sewerage undertaker and any regulators of their proposals e.g. the DWI, Environment Agency and Strategic Health Authorities.

Severn Trent Water will:

- Provide an offer to the licensee outlining the volume of water that it is able to provide at particular locations, the flow and pressure of the water, the reliability of supply and the water quality parameters.
- Discuss the exit point proposal.
- Explain the likely infrastructure requirements

- Agree the specifications that it will meet including details of the frequency and level of detail of ongoing operational information to be provided.

During the tripartite meeting process Severn Trent Water may specify further information requirements (if required) to complete the application process. Confirmation of the basic feasibility of the licensees proposal will (as far as possible) also be provided although the meeting will look to review the potential alternatives available such that the optimum preferred solution is found. If during this discussion process circumstances come to light that may change the nature of the initial proposal Severn Trent Water will endeavour to explain these details so that the licensee is better able to understand why subsequent offers may change.

By the end of the first tripartite meeting Severn Trent Water will endeavour to provide preliminary price and non-price terms, with caveats explaining why these may be revised and are not binding. Severn Trent water will also agree to a programme of further tripartite meetings if required.

d) Stage 4: Detailed Application

Following the tripartite meeting the licensee is required to submit a detailed application relating to their single preferred option. This should be (as a minimum) on a re-submitted Secondary Supplies (Secondary) application form (see appendix 9) following the tripartite meeting. If however, by mutual agreement, this information has already been provided to Severn Trent Water during the tripartite meeting Severn Trent Water will agree to waive the need to have this application formally submitted. On submission of the Secondary Supplies (Secondary) application form Severn Trent will acknowledge receipt.

As soon as is practicable Severn Trent Water will confirm to both the licensee and primary water undertaker that they agree in principle to access the supply system.

Severn Trent Water will seek additional information from the Licensee and/or Primary Water undertaker if necessary. This may include:

From the licensee:

- Any additional supply and demand information.
- Details of any supply and demand management contingency arrangements, including supply management during a drought.
- Relevant proposals relating to obligations, liabilities, insurance, indemnities, etc.

And an exchange of information between Severn Trent Water and the Primary Water Undertaker:

- Water quality assessments; including the predicted water quality exiting the system.
- History of contamination of the raw water source, where relevant.
- The level of treatment proposed, with particular attention to disinfection practices and any additional treatment requirements such as plumbosolvency control and fluoridation.
- Operational requirements.
- The safeguards and procedures in the event of treatment failure.
- The water quality requirements of potential customer(s).
- Proposals for monitoring to ensure compliance with water quality regulations.
- Hydraulic requirements.
- Emergency contacts.

Severn Trent Water will copy all information to the relevant parties. If during this exchange of information further changes require investigation Severn Trent Water will inform the licensee. If this is likely to change the price and non-price terms the licensee will be informed as soon as possible. Once all necessary information has been exchanged Severn Trent Water will undertake an agreed fully scoped feasibility study. Severn Trent Water will aim to complete this feasibility study within 50 working days of receiving the detailed application form.

Following completion of the feasibility study Severn Trent Water will report the results to both the licensee and primary water undertaker and provide a firm offer of price and non-price terms. Within 10 working days of issuing the feasibility report to both the licensee and the primary water undertaker, Severn Trent Water will provide, in writing to the licensee, an offer detailing both price and non-price terms.

These terms will remain valid for six months. Applications progressed beyond this period may require additional feasibility before moving to contract negotiation stage.

The DWI will be involved as appropriate at any stage of the process. The DWI has requested that it be given between two and three months warning prior to its involvement in a combined supply application.

e) Stage 5: Detailed Contract Negotiation

Severn Trent Water will require a single contractual agreement (see Appendix 7). This will cover:

- An agreement between the licensee and the primary water undertaker covering access to primary water undertaker's supply system
- An agreement between the licensee and Severn Trent Water coving wholesale arrangements for a secondary supply; and
- A tripartite transfer agreement.

Detailed contract negotiations will take place within forty working days of issuance of the draft contract. If any parties seek a change in the terms of the conditions the reason for the change must be explained. Where any changes are requested, all parties involved should aim to agree these within ten working days. If all parties accept the terms a tripartite meeting will be convened within ten working days of acceptance, where three copies of the contract will be signed by each of the parties.

In the event that the parties are unable to reach a satisfactory agreement, either party can refer the matter to Ofwat.

3.8 Provision of information to the sewerage undertaker

The licensee should notify the sewerage undertaker of the possibility of the customer transferring to another supplier. Where the licensee intends to supply water to the premises of a customer which were not previously connected to a relevant water undertaker's supply system, the licence shall, as soon as reasonably practicable, inform the sewerage undertaker which provides or will provide services to those premises of

- the date of connection;
- the address of the premises; and

- the name and address of the licensee's customer with respect to those premises.

This is to enable the sewerage undertaker to start billing the new customer.

If the initial application has been provided to Severn Trent Water in its capacity as the sewerage undertaker, it will provide comments to the licensee on any aspects that could affect its ability to obtain information for billing purposes or any potential impact on operational processes.

Where the licensee requires drainage from its source for either surface water or foul drainage, and where the site is not currently connected, the licensee should apply to the sewerage undertaker for connection to the appropriate sewer should it exist.

This is separate to the combined access application process; where Severn Trent Water is the sewerage undertaker, an application pro forma for connection to Severn Trent Water's sewers will be issued to the licensee on request, or on receipt of the completed Part One Questionnaire.

If the licensee's customer requires a new connection to drain its premises to a sewer (should an appropriate sewer exist), where Severn Trent Water is the sewerage undertaker, the customer will need to apply to Severn Trent Water in order to do so. This is separate to the combined application process and the customer can contact Severn Trent Water via its website.

If there is trade effluent drainage from the licensee's processing of their source water to the sewer, consent to discharge that waste will be required by the sewerage undertaker. Where Severn Trent Water is the sewerage undertaker an application pro forma for consent to discharge trade effluent to Severn Trent Water sewers will be issued to the licensee on request or on receipt of the completed Part One Questionnaire.
If there is trade effluent drainage from the customer's premises requiring drainage to the sewer, consent to discharge that waste will be required by the sewerage undertaker if one does not already exist. Where Severn Trent Water is the sewerage undertaker an application for consent to discharge trade effluent to Severn Trent Water sewers will need to be made to Severn Trent Water. First point of contact is via Severn Trent's website.

3.9 Objections process

Where an agreement cannot be reached, either party can refer the matter to Ofwat for determination.

An objection is likely to occur when Severn Trent Water has concerns that the application is unlikely to meet the required standard and may require further investigation or the provision of additional information by the licensee. Objections may also require the involvement of independent bodies such as the DWI.

- the incoming supplier has provided insufficient or incorrect details to the relevant parties to allow the customer to transfer
- licensee's refusal to supply the necessary information
- the introduction of water by a licensee to supply a customer's eligible premises is not upstream from those premises., i.e. non compliance with Section 17A and/or Section 66B of WIA91
- impractical proposals e.g. unfeasible hydraulic conditions.
- Severn Trent Water or licensee considers that the customer's premises are not eligible (the licensee should declare eligibility at the initial application stage)
- an application by another licensee to supply the eligible customer has been accepted

- unacceptable water quality implications exist
- there are concerns over source risk assessment
- national security reasons.

4 Access Criteria

4.1 Water quality input specification

All water introduced to the supply system must, as a minimum, meet the standards cited in The Water Supply (Water Quality)(Amendment) Regulations 2018. New licensees must also evidence compliance with the requirements listed within the guidance document issued by the Drinking Water Inspectorate in 2016, Guidance on the Regulatory Responsibilities of New (Inset) Appointees in relation to Public Water Supplies.

2018 regulations:
http://www.legislation.gov.uk/uksi/2018/706/contents/made
Guidance document:
http://www.dwi.gov.uk/stakeholders/guidance-and-codes-of-practice/inset.pdf

Water quality can degrade within the supply system over time and distance for a number of reasons, so the specific characteristics of the supply system need to be included in the targets set to ensure compliance. Agreed water quality targets will therefore need to be established for each entry point that take the specific characteristics of the supply and source quality into account. In such circumstances higher standards than those defined in the Water Regulations may need to be set to ensure compliance and/or maintain levels of service to customers equivalent to those prior to the licensee's water being input to the system. This will take into account issues including (but not limited to) blending and mixing effects, disinfection and microbiological quality, requirements for fluoridation and plumbosolvency control and the need for appropriate residence times. These will be subject to variation at the request of Severn Trent Water. The impact of changes in water quality on consumer acceptability, bio-film formation and on the condition of the distribution system must also be identified and managed. Modelling techniques will be used to support the assessment where appropriate.

Drinking Water Safety Plans

Within the Water Supply (Water Quality)(Amendment) Regulations 2018there is a requirement for every water undertaker and licensee to carry out and keep under review a risk assessment for every treatment works and associated supply system to establish risks to water quality. A copy of the Drinking Water Safety Plan risk assessment , corresponding regulatory report submission and supporting water quality data will be required as part of the application process.

All data used for the purpose of verifying and assuring the quality of water supplied must conform to the requirements detailed within The Regulations.

Severn Trent Water reserves the right to seek additional water quality information in order to verify the risks associated with the proposed supply. Licensee sources will not be treated any differently than Severn Trent Water's own sources.
To avoid compromising the quality of water in supply system, only licensees who can secure attainment of the appropriate quality levels will be granted access. Severn Trent Water reserves the right to refuse or suspend access to the supply system if there is a risk that water quality will breach the agreed target entry specification level for any specified parameter. Such suspension or refusal will be because the licensee cannot achieve the entry specification or the target level has or is about to be breached.

‘Entry specification’ means:

- the standards detailed in the Water Supply (Water Quality)(Amendment) Regulations 2018; and
- any specific quality criteria specified by Severn Trent Water and recorded in the schedule of the Combined Access Agreement (CAA), which Severn Trent Water reasonably determines, are required to ensure that wholesome water is supplied to consumers, and which Severn Trent Water would require if water input at the entry point originated from a source owned or controlled by Severn Trent Water.

The entry specification shall be amended to reflect any revised water quality obligations placed on Severn Trent Water by a competent authority.

Severn Trent Water may from time to time vary the specific quality levels specified in within the schedule of the CAA in order to ensure wholesome water continues to be supplied to consumers upon giving the licensee notice as follows:

- one week’s notice for variations to the levels relating to Chlorine, Fluoride, Phosphate and pH; and
- four weeks notice for variations to all other levels.

This is entirely in line with the manner in which Severn Trent Water would require such variations if the water input at the entry point originated from a source owned or controlled by Severn Trent water.

Where a licensee suspects that water quality may not meet this requirement, they will be required to notify Severn Trent Water immediately. The access agreement will specify the contact arrangements and course of action to be followed in this event. It will also set out the procedure to be followed when an undertaker changes treatment processes or system configuration.

As above, any sampling carried out at the point of entry or supply, must be performed by a suitably qualified and trained sampler and the analysis undertaken by a DWI recognised, UKAS accredited laboratory as per regulatory requirements.

The licensee will be required to conduct their operations in a way which does not compromise the operation or maintenance of the supply system. Any significant changes in source output or supply system configuration should be subject to full risk assessment before implementation, especially if this will affect quality parameters. Supply system modelling and risk assessments will be carried out by Severn Trent Water as part of the acceptance procedure to ensure compatibility of the waters involved.

Proactive Notification

Planned work - Company contacts must be informed at least 7 days in advance of any planned work that is likely to impact WQ or quantity of the supply.

Drinking Water Safety Plan Risk Changes - Company contacts must be informed of any change that materially affects the DWSP risks associated with the supply. Information and data from DWSPs will be shared on a regular basis by each company.

i) Quality parameters

The Water Supply (Water Quality)(Amendment) Regulations 2018are derived from the EU Drinking Water Directive and World Health Organisation guidelines. These regulations capture a number of areas including the definition of wholesomeness, risk assessment, treatment provision, monitoring (location, parameters, and frequency) and analysis, investigative requirements, records keeping and information provision, the function of local authorities and legal powers that can be enforced on undertakers.

It lists a number of parameters that need to be monitored to meet the requirements of the regulations. A list of these parameters showing the maximum or minimum concentration and the point of compliance is given in the schedules. The regulations are available on the DWI website http://www.dwi.gov.uk/.

To help in the understanding of the regulations, the DWI has also written a guidance document. This also available on the website mentioned above.

There are a number of parameters that can be subject to change throughout the supply system some of which are listed below. Specific targets will need to be set for these parameters to ensure that the quality of water is not impacted at the point of supply (customer tap)

All data supplied by the licensee must conform to the specific requirements detailed within the regulations. Severn Trent Water reserves the right to inspect and audit datasets and records for the purpose of assessing compliance.

Aesthetic parameters

There are many parameters that can impact the aesthetic quality of water. Those that are most likely to generate consumer concern are as follows; iron, manganese, turbidity or colour even when below the regulatory standard. It is likely that targets will need to be set for these parameters, which reflect the risk posed to the supply system. Blending, flow changes, mixing at boundaries will also need to be considered as operational conditions impact the pick up or deposition of these substances resulting adverse customer reaction.

Aluminium

Where aluminium based coagulants are used in the treatment of water the process must be subject to sufficient controls to minimise the build up over time of aluminium deposits which can lead to future exceedance and complaints of discolouration.

Biological parameters- algae

Minimising the input of algae into the supply system is important, since these organisms, as well as potentially causing aesthetic problems, they can also cause taste odour and health related problems and also provide a carbon food source to other organisms leading to the formation of biofilms on internal pipe surfaces.

Biological Parameters – microorganisms

Drinking water should not contain any organism of faecal origin or any indicator of faecal contamination.

The regulations set a standard of “no abnormal change” for bacterial colony counts so bacteriologically stable water is required. A more detailed assessment on colony counts is given in

the DWI's Guidance document. Other bacteriological parameters have specified maximum levels defined in the drinking water regulations.

Specific requirements pertaining to the assessment and reporting of cryptosporidium are detailed within the regulations and associated guidance and information letters.

Biological parameters – Macro invertebrates (animals)
The introduction of animal species e.g. Asellus (water louse), Nais (aquatic worm), Chironomid (fly with aquatic larvae), Dreissena spp. (zebra mussel), can lead to customer complaints and are costly to eradicate. All licensees must ensure that their water quality at the input point is such that these organisms, at whatever stage in their life cycle, are not allowed to penetrate into the supply system.

Disinfection residuals –
The licensee is required to disinfect their supplies to safeguard micro-biological quality. The normal disinfectants used are either chlorine or a chlorine/ammonia mix (chloramination). Where waters of a different disinfection residual are mixed, there can be the potential to generate taste and odour problems.
The entry criteria will therefore specify which regime of disinfection is appropriate to match the existing arrangements. The acceptable target range will also need to be agreed to avoid inadequate disinfection or customer reaction to taste or odour brought about by variation in dose or overdose, mixing of waters. Target levels at source are likely to have to change throughout the year to meet these supply system criteria.

The regulations require that water is subject to adequate pre-treatment and disinfection for the source quality. Specific regulatory requirements relating to treatment and disinfection are detailed within Regulation 26.

Fluoridation
If a water undertaker is required by a Strategic Health Authority or predecessor or successor body to add fluoride to its drinking water supply then the licensee will also be required to ensure that the water entering the supply system contains an equivalent concentration of fluoride. If a licensee is required to fluoridate the water, an indemnity from the relevant authority will be required. The process of fluoridation is detailed in The Code of Practice on Technical Aspects of Fluoridation of Water Supplies 2005. This may limit the area of distribution of water to only those parts of the system where agreements to fluoridate exist.

Hardness and Carbonate Stability
Changes in water hardness have implications both for domestic and commercial water users, and customer complaints can arise from relatively small changes in hardness. It will be necessary for the licensee to ensure that carbonate stability and hardness remain at a level equivalent to that which existed prior to the introduction of the licensee's water. Severn Trent Water will assess the impact any change to water hardness will have upon local customer reaction and industrial processes as part to the application process and set the limits for these parameters which the licensee must attain.

Lead
Levels of these parameters in drinking water are controlled by pH, buffer capacity or by the addition of phosphate. The choice of treatment will depend on the water type but currently >85% of drinking water in Severn Trent Water's supply system receives a dose of phosphate. This is to avoid

plumbosolvency. All new supplies will need to be assessed and appropriate treatment installed to maintain optimum levels of these parameters in distribution.

Metaldehyde

As part of our Undertaking we are actively involved in a range of catchment management initiatives and investigations aimed at managing the raw water risk posed by Metaldehyde to our treatment works. Whilst conventional treatment processes are not effective in guaranteeing removal of Metaldehyde to achieve compliance, we are investigating a number of possible treatment options if catchment management cannot be proven to secure long term compliance.

We continue to actively engage with stakeholders within both the water industry (regulators and water companies) and the wider farming community to inform and encourage changes in Metaldehyde usage in our catchments through information and awareness campaigns and through direct lobbying of manufacturers, agronomists and distributors.

Nitrates

Nitrate levels in supply systems are generally controlled by blending sources to achieve an acceptable level at the customers tap where low nitrate sources are available. However, where blends cannot be secured, a nitrate removal process will be required. Target levels at source will need to be set by Severn Trent Water to reflect this.

pH - acidity and alkalinity stability

Many water mains are cement mortar lined and the introduction of low alkalinity water, or significant change to pH to the existing supply could lead to serious quality issues and significant customer impact. Accordingly, pH ranges and overall stability of the water may need to be assessed and targets defined before entry can proceed in these areas.

Pipe work operating regime – stagnation

Water standing in pipe work for any length of time can lead to stagnation and a consequent deterioration of quality and risk of non-compliance. Licensees will be required to co-ordinate operation of any of their associated pipe work with the supply system operator to avoid stagnation.

Polycyclic aromatic hydrocarbons (PAHs)

For each water quality zone, the maximum permitted concentration of polyaromatic hydrocarbons (PAHs) (see glossary), will be specified as part of the application process.

Sulphate

The introduction by a licensee of a water with a high level of sulphate to an area where it has been traditionally at a lower level, may lead to taste complaints or in certain cases, gastrointestinal irritation. Again, if there is a potential to supply high concentrations of sulphate, the agreement will need to allow for an assessment prior to supply and maximum and/or minimum permitted sulphate levels may be specified for water entering certain Control Groups (zones of supply pipe work designated by Severn Trent Water).

Trihalomethanes (THMs) and chlorine

Disinfection bi-products, of which trihalomethanes (THM's) are the most prevalent found in drinking water, are formed when disinfectants used in treatment react with organic precursors (see glossary). Disinfectant residuals are maintained throughout the supply system so THM's will continue to form. Target levels at the source therefore often need to be set below the standard for drinking water to ensure compliance at the customers tap.
Temperature also impacts on THM formation so seasonal targets will need to be agreed before water is allowed into the supply system.

Turbidity
The turbidity level ex-treatment works is a key indicator to treatment works performance. The turbidity level will be specified as part of the application process.

Other parameters referred to in the water quality regulations
The Water Supply (Water Quality)(Amendment) Regulations 2018require that water is free from any substance or microorganism that may pose harm to human health. The prescribed regulatory standards are detailed within the regulations.

Regulation 31 – application and introduction of substances and products
There is a requirement for the licensee to confirm that any materials used in contact with potable water from the point of abstraction to the point of connection to the Severn Trent water system must conform to the requirements of regulation 31 and associated guidance

Special circumstances relating to water quality standards
The reaction to water quality standards being breached depends on the level and the length of time of the exceedance. Exceedance of any target agreed in the access agreement will need to be reported through to Severn Trent Water, DWI and Local Health Authorities will also have to be informed should the circumstances suggest that a parameter is likely to or will fail a regulatory standard (see appendix 2). The link to Health Authorities becomes more imperative if the exception has health implications. Actions to be taken will be decided from these communications.

The Secretary of State has the authority to grant to undertakers a notice or, undertaking for a parameter listed in part iii of the regulations if wholesome water cannot be maintained. These documents constitute legally binding programmes of work allowing time for the undertaker to put corrective actions in place to meet the regulations. There are strict criteria that need to be met for this to be granted.

4.2 Water flow and pressure

A new licensee's point of entry into the existing clean water distribution supply system will be agreed subject to physical engineering constraints, and Severn Trent Water's ability to meet all existing and future obligations to supply water for domestic purposes.
Adequate control of flows and pressures that may affect the performance of the existing water distribution supply system or service levels to existing customers must be maintained.
Flows into the existing supply system will require measurement to the same standard as that governing customer metering. Non return valves or other similar devices may be required to protect the existing supply system from activity upstream of the point of entry meter, such as planned or unplanned maintenance or asset failure.

Pressures at point of entry will be agreed subject to the existing assets hydraulic limitations, economic operating regimes, and water quality of the existing supply system or water supply zone(s). Additional revenue costs incurred or the ineffective use Severn Trent Water's plant / pumps or infrastructure will be considered as part of the application and subject to access agreements.

4.3 Water quality sampling and monitoring

The Water Supply (Water Quality)(Amendment) Regulations 2018cover a number of areas including monitoring. Within the regulations, sampling requirements at sources, reservoirs, and consumer taps are listed in a number of schedules. The regulations are available on the DWI website http://www.dwi.gov.uk/.

Parameters are subject to audit or check monitoring, audit monitoring generally being at a much lower sampling frequency than check monitoring, which is used to measure source performance. To help in the understanding of the regulations, the DWI has also written a guidance document, also available on the DWI website.

In addition to the regulatory monitoring requirements, operational monitoring for specific parameters may also be required. This will depend on the source, treatment and impact on the supply system receiving the input of water and frequency of analysis could vary from continuous online monitoring to less frequent spot samples. The specific sampling requirements will need to be agreed with Severn Trent Water before access is granted.

If water quality monitoring analyses indicate that an agreed parameter target has been breached, Severn Trent Water can suspend the input immediately, informing the licensee as soon as practicably possible, giving reasoned justification for the action.

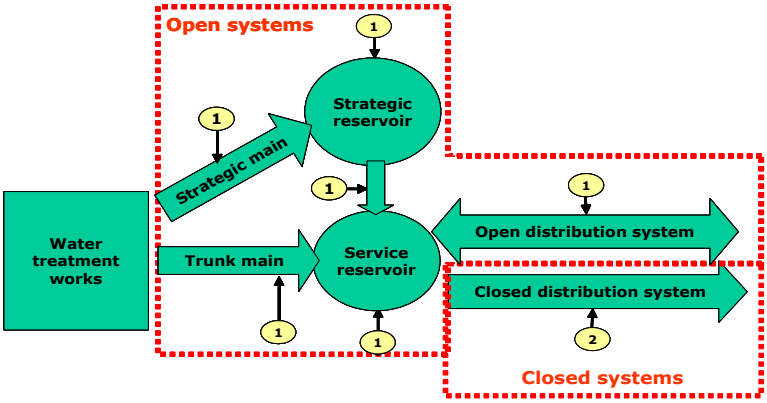
4.4 Volume measurement

Severn Trent Water is required to monitor the volumes of water transmitted to the supply system which in turn is used to inform formal reporting to Ofwat. Flows into the supply system will require measurement from meters in line with water industry standards. These meters will also need regular calibration/verification in line with current industry best practice.

A minimum requirement is that water should be measured at the point where it enters the supply system and also where it leaves the supply system (demand from licensee's customer). The input meters should provide a daily figure to allow for accurate accounting for water within the supply system. The water demand from the licensee's customer must be measured such that the diurnal variation is understood. This is to ensure that the losses from the supply system can be accounted for.

Flow measurement and control of water input to the Severn Trent Water supply system will be dependant upon the location into which the licensee wishes to connect. In general terms, "open" systems (see diagram below) will require less control of the incoming water compared with "closed" systems. The degree of control will be determined on a case by case basis as part of the application process

Input categorisation



Open system entry point
An input into part of the system where there is material capability to store water prior to supply to consumers
(e.g. strategic or trunk mains, strategic or service reservoirs)
Can accommodate fixed daily inputs

Closed system entry point
An input into part of the system where there is no material capability to store water prior to supply to consumers
(e.g. closed distribution systems)
Cannot accommodate significant fixed daily inputs

4.5 General Obligations

Severn Trent Water shall perform its obligations with all due care and diligence and in accordance with the requirements of each relevant Competent Authority, Legal Requirements and to those standards which constitute good commercial practice in the water industry, and in accordance with all relevant regulations, codes of practice, statutory guidance or directions issued by any relevant Competent Authority.

The licensee shall perform its obligations with all due care and diligence and in accordance with the requirements of each relevant Competent Authority, Legal Requirements and to those standards which constitute good best commercial practice in the water industry, and in accordance with all relevant regulations, codes of practice, statutory guidance or directions issued by any relevant Competent Authority or notified by Severn Trent Water to the licensee.

Severn Trent Water shall immediately advise the licensee of any material changes to the Severn Trent Water Licence and/or any change in status of Severn Trent Water complying with the Legal Requirements in so far as such changes are material to the performance of Severn Trent Water's contractual obligations.

The licensee shall immediately advise Severn Trent Water of any material changes to its Water Supply Licence and/or any change in status of the licensee complying with the Legal Requirements in so far as such changes are material to the performance of the licensee's contractual obligations.

Severn Trent Water shall, at all times, comply with its obligations under the Security and Emergency Measures (Water Undertakers) Direction and immediately advise the licensee of any material adverse change in Severn Trent Water's compliance with same.

The licensee shall, at all times, comply with its obligations under the Security and Emergency Measures (Water Undertakers) Direction and immediately advise Severn Trent Water of any material adverse change in the licensee' compliance with same.

The licensee shall at all times act and conduct its business and shall use reasonable endeavours to ensure that its Customers conduct their businesses in such a manner as to not prejudice the Network, the flow pressure or hydraulic stability of water in the supply system, nor the ability of Severn Trent Water to supply wholesome water from the supply system.

The licensee shall promptly notify Severn Trent Water where it becomes aware of any breach of its contractual terms.

Where the licensee is in breach of its water quality entry specification, input volumes, or input pressure and flow rates then the licensee shall if requested by Severn Trent Water attend a meeting in order to explain and agree the steps which the licensee are taking and will take to ensure that such a breach is not repeated.

Severn Trent Water shall reimburse the licensee reasonable costs directly related to investigating, testing and/or repairing equipment performed by the licensee or a licensee's Customer as a result of Severn Trent Water not complying with its statutory obligations with respect to the quality of water supplied to the licensee's Customers.

The licensee shall reimburse Severn Trent Water reasonable costs related to investigating, testing and/or rectification performed by Severn Trent Water as a result of the licensee or its Customer causing damage to the supply system.

4.6 Termination Rights for combined supply agreements

In the event that either Party breaches any of its material obligations either under the Combined Supply of Water Agreement then the affected Party may serve notice. If the offending Party has not taken substantial steps to remedy the breach within twenty one (21) days following the issue of the notice the affected Party may terminate the Combined Supply of Water Agreement by giving the Party in breach fourteen (14) days notice of termination.

In the event that any payment due from either Party in accordance with the Combined Supply of Water Agreement is not paid within forty two days (42) of the Due Date and which is not the subject of a bona fide dispute then the Party to whom payment is due may give twenty one days notice to the other Party. The exercise of such right shall not constitute a waiver of or in any way prejudice other remedies available to the Party to whom payment is due. Either Party may terminate this Agreement immediately upon notice in writing to the other Party in the event that the other Party shall present a petition or have a bona fide petition presented by a creditor for its winding up; or shall convene a meeting to pass a resolution for voluntary winding up; or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); or shall call a meeting of its creditors; or shall have a receiver of all or any of its undertakings or assets appointed; or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.

The licensee may terminate the Combined Supply of Water Agreement by giving Severn Trent Water the period of notice as determined at the access application stage.

In the event that Severn Trent Water's Appointment or the licensee's Water Supply Licence is terminated or amended in a manner which materially affects the ability of either Party to perform its obligations under this Agreement then the Party affected shall have the right to terminate this

Agreement on the date that any such termination or amendment takes effect by giving as much notice as is practicable of such date.

Where a Competent Authority approve a common set of terms and conditions for the combined supply of water by Severn Trent Water which are intended to supersede individually negotiated Combined Supply Agreements then Severn Trent Water may give thirty days notice terminating this Agreement.

5 Customer Transfer Process

The transfer of customers between licenced retailers is governed by the Wholesale Retail Code.

6. Control and balancing of supply system

Severn Trent Water, in discharging its duties under the WIA91, must retain operational control of the supply system and effectively balance inputs to and outputs from it. Whilst Severn Trent Water will therefore retain responsibility for the running of the supply system, it is essential that the licensee co-operates with Severn Trent Water to ensure that supply system operations are not compromised and can be carried out with optimum efficiency.

5.1 Supply System Management

6.1.1 Unbilled water

i) Leakage

Severn Trent Water will retain ultimate responsibility for controlling all leakage, including exercising the duties under the Water Supply (Water Fittings) Regulations 1999, for example carrying out emergency repairs such as bursts on private supplies.

In the event of emergency repair work being undertaken under water wasting notification by Severn Trent Water on pipe work owned by the licensee or pipe work owned by the licensee's customer, the cost of repair will be recharged back to the licensee.

General costs associated with leakage are recovered through the retail charges which underpin access charges. Any material localised impacts on leakage costs due to inputs of water from licensees will be considered on a case-specific basis.

ii) Unauthorised use of water

Unauthorised use of water from the licensee's system or the licensee's customers system is the responsibility of the licensee. Charges levied by Severn Trent Water on the licensee will be based on the volume of water supplied by Severn Trent Water to the licensee (and the amount of capacity booked by the licensee and the amount of water input by the licensee into the supply system as appropriate).

It is the responsibility of both Severn Trent Water and the licensee to make every effort to secure the supply system from theft. If either the Licensee or Severn Trent Water has reason to believe that water is being stolen from any part of the potable system likely to impact upon either's commercial enterprise, they must inform the other party and take steps to prevent the theft continuing.

iii) Fire water

Water undertakers are responsible for the provision of water for fire fighting purposes and therefore Severn Trent Water will not charge the licensee for water used for the purpose of fire fighting (including the testing of appliances) and any imbalance charges due to such use of water will be waived.

Additional special requests for fire hydrants should be dealt with section 58 WIA91. The cost of installation will be recoverable in accordance with section 147 WIA91.

6.1.2 Drought and Water Resource Plans

Water undertakers have a statutory duty to produce Drought Plans and 25 year Water Resources Plans which are assessed by the Secretary of State, Department of the Environment, Food, and

Rural Affairs (DEFRA) to ensure customer supplies are maintained and minimise all environmental impact.

The licensee shall provide such information as and when Severn Trent Water may reasonably request in order to enable Severn Trent Water to produce Drought Plans and Water Resources Plans.

i) Drought plans

Statutory Drought Plans are required to be submitted to the Secretary of State every five years. A Drought Plan is required to show "…how the water undertaker will continue, during a period of drought, to discharge its duties to supply adequate quantities of wholesome water, with as little recourse as reasonably possible to drought orders or drought permits."

Where a licensee's water source causes a material change to the agreed Drought Plan, then the details of that change would have to be made publicly available and the Drought Plan resubmitted.

Severn Trent Water may apply for drought orders to restrict non-essential use in the event of an exceptional shortage of rainfall leading to a serious deficiency of supply of water. The licensee shall acknowledge and agree that, in the event of such restrictions being enforced, it is possible that all customers connected to the supply system shall be subject to the same restrictions which shall be set out in the drought order. The licensee shall further acknowledge and agree that the decision to impose restrictions on the licensee's customer shall depend solely on Severn Trent Water's resource position, the Environment Agency and public representations to any application.

Severn Trent Water may impose a temporary restriction under section 76 of the Act in the event of a serious deficiency of water available for distribution by Severn Trent Water. The licensee shall acknowledge and agree that, in the event of such restrictions being enforced, it is possible that all customers that are connected to the supply system shall be subject to the same restrictions which shall be set out in any statutory advertisement.

In the event that Severn Trent Water interrupts or cuts off the supply of water to the licensee's customer, in accordance with any drought order or temporary restriction, then Severn Trent Water shall pay the licensee the sum of fifty pounds (£50) for each day or part day that the licensee's Customer is affected.

In any one charging year, Severn Trent Water's liability shall not exceed five hundred pounds (£500). In addition, Severn Trent Water shall have no liability where the circumstances are so exceptional that it is, in Ofwat's view, unreasonable for Severn Trent Water to have avoided the interruption or cut off.

If the sum which Severn Trent Water would pay a customer if it were supplied with water by Severn Trent Water is higher than fifty pounds (£50) then Severn Trent Water shall in such circumstances pay the licensee such higher sum.

If the limit to Severn Trent Water's liability to a customer, if it were supplied with water by Severn Trent Water is higher than £500, then in such circumstances such higher limit will apply.

The above requirements are in accordance with Condition Q; if Condition Q is amended then these requirements will be amended accordingly.

ii) Resource planning

Statutory Water Resources Plans are required to be submitted to the Secretary of State every five years. The Water Resources Plans set out Severn Trent Water's strategy for ensuring customers' future demand for water can be met during drought years while ensuring there is no damage to the water environment.

The deployable output and outage data must be assessed in accordance with the best practice methodologies as outlined in the Environment Agency's Water Resources Planning Guidelines in order that they are comparable with Severn Trent Water's datasets.

Where a licensee's water source causes a material change to the agreed Water Resources Plan, then the details of that change would have to be made publicly available and the Water Resources Plan resubmitted.

The licensee shall on an annual basis commencing on the switch date provide Severn Trent Water with the following information:

- the deployable output at the entry point;
- such data as Severn Trent Water may reasonably require in order to enable Severn Trent Water to make an Outage assessment; and
- a seasonal profile of the expected demand of the licensee's customer detailing the peak and off peak demand.

Where the licensee becomes aware of a material change in any of the information provided to Severn Trent Water it shall forthwith notify Severn Trent Water and provide Severn Trent Water with a revision of such information to reflect its current best estimate of the information.

Where there is an unplanned interruption to the supply of water to a licensee's customer Severn Trent Water shall as soon as reasonably practicable advise the licensee:

- which licensee's Customers are affected;
- where an alternative supply of water may be obtained;
- where supplies will be restricted: and
- of a telephone number where the licensee and its Customers can obtain further information.

Where there is an unplanned interruption to the supply of water to a licensee's Customer that is not restored within twelve (12) hours or where the unplanned interruption is due to a burst or a leak in a strategic main forty eight (48) hours or if the supply is not restored by the specified time following a planned interruption then if Severn Trent Water would be liable to make a payment under GSS if it were supplying water to the premises Severn Trent Water shall pay an equivalent amount to the licensee.

6.1.3 Telemetry requirements for supply system control

Any new entrant to the supply system should provide telemetry coverage to facilitate the management of the distribution supply system. If licensee monitoring equipment were to be linked to Severn Trent Water telemetry systems, detailed specification to facilitate this would form part of the detailed access agreement.

If the licensee is to monitor directly then a secure and robust reporting system must be in place to notify Severn Trent Water of any changes to the usual operating parameters and proposed actions.

In either case there must be:

- Agreed alarm trigger levels and specified responses to these alarms.
- A suitable contact must be available at all times to respond to any alarms that are generated.

6.1.4 Secondary Connections

Under the current supply licence arrangements the licensee is only allowed to supply eligible customers through the use of Severn Trent Water's supply system. Therefore there are strict limits as to the extent that legal secondary connections can be made. The only instance where such a secondary connection may be permissible is if an eligible customer wishes to resell water to others situated within the eligible premises through its own private supply system where they are tenants, or if they own separate premises but are part of an overall co-located, co-managed set of premises for which there is a single agreed overall manager (the customer) responsible for payment of water supply charges.

In all other instances once a licensee has been granted access to Severn Trent Water's supply system, neither a customer nor the licensee should then assign the access agreement to a third party. Additional licensees should deal directly with Severn Trent Water to enable control of the supply system to be maintained.

6.1.5 Supply system maps and plans

Records of Severn Trent Water supply system assets locations can be viewed free of charge at the:
Records Management Centre,
Severn Trent Centre
PO Box 5344
Coventry
CV3 9FT
Appointments to view the records can be made by contacting the Records Management Centre on 0845 601 6616.

Copies of maps and plans will also be made available to the applicant (subject to security requirements) on request. The applicant will have to comply with the Ordnance Survey copyright. Costs of providing these copies will be recharged to the applicant.

6.16 Point of entry controls and failure modes

At the point of entry, adequate control needs to be provided by the licensee to ensure that neither the licensee's nor Severn Trent Water's operations are compromised and that statutory obligations are maintained. To ensure suitable control (flow, pressure, and water quality monitoring) a minimum specification will be subject to agreement based on a detailed risk assessment at Stage 3 (part 2 questionnaire).

In the event of failure of plant or equipment likely to compromise the supply of wholesome water into the Severn Trent Water supply system, adequate controls must be in place to ensure systems fail safe and timely notification is given to Severn Trent Water of the specifics of the failure and any actions taken.

6.2 Metering Services

The level, type, frequency, and extent of metering required will depend on a number of factors. Higher risk supply points or vulnerable supply points, susceptible to fluctuations in supply and demand, may require more frequent monitoring.

The degree of monitoring required will be established as part of the supply system access application process and will form part of the access agreement.

6.2.1 Meter asset management

ii) Metering solutions available

Severn Trent Water has a range of meter technologies offering a range of monitoring solutions for customer meters (standard or remotely read).

For any supply size an Itron meter will be fitted as standard (in the case of a new customer the size of the new meter would be determined as part of the new connections process which all new connections are required to follow separate to the wholesale, combined or secondary supply processes.)

If the licensee requests to upgrade the meter an Electromagnetic meter - an Elster Q4000 or equivalent, can be installed. If the licensee asks for this type of meter the licensee will pay the full cost of the meter and installation. No subsequent maintenance charges are applicable as they are covered by the standing charge as per a standard meter.

The cost of the meter depends on the size of the meter. Information will be made available on request.
Responsibility for the installation of customer meters rests with Severn Trent Water. Failure of customer meters installed by Severn Trent Water will be replaced at Severn Trent Water's expense.

N.B Licensees with a combined licence will also require their input water volumes to be metered. Metering of this input volume is the licensee's responsibility but measurement will need to conform to the same standards governing customer meters.

iii) Meter maintenance

Routine maintenance and minor repairs are currently identified during the customer meter reading cycle. Where the licensee takes over responsibility for reading the customer meter, they would also become responsible for identifying any maintenance problems. The licensee will therefore be required to inform Severn Trent Water as soon as possible of all malfunctions associated with the apparatus and Severn Trent Water will remain responsible for undertaking the maintenance and repair as per the standing charge.
Licensees wishing to report malfunctioning metering apparatus should contact Severn Trent Water.

6.2.2 Meter calibration/verification

Meter calibration at a licensee's request is carried out on a rechargeable basis unless the meter is found to be outside the specified range. The cost for the service can be found in the Severn Trent Water Scheme of Charges (section headed meter testing). Licensees wishing to utilise Severn Trent Water's calibration and verification service should contact Severn Trent Water.

6.2.3 Meter reading and meter reading verification

The licensee is responsible for reading his own point of entry meters and for providing the information to Severn Trent Water. The readings taken from the meters may be to a resolution of hour and transmitted to Severn Trent Water by 7am each day or 7am (on a day agreed upon) once a week. The frequency of data transmitted will be site specific. The licensee is responsible for reading its own customers' water supply meters and providing the meter readings, on the final working day of each calendar month, to Severn Trent Water.
The licensee is also responsible for providing meter readings to the sewerage undertaker for the purposes of billing trade effluent and/or wastewater, if applicable. (Trade effluent consent is subject to a separate agreement independent of this process.)

Severn Trent Water is responsible for the meter-reading of all its network supply system meters.

6.3 Supply System Balancing

6.3.1 Strategic balancing

Dependant upon the area from which the supply is taken and the area to which it is being delivered, there are a number of options to balance the supply system utilising treated water storage. These options must allow adequate management of variations in demand whilst ensuring operational flexibility to allow best use of tariff management and the undertaking of maintenance as required. To balance the supply system variations to the normal operating regime will require full risk assessment to ensure adequate storage is available. To manage supply against demand, there is a requirement for flow rates and volumes to be recorded at regular intervals throughout the day.

i) Annual supply planning

Severn Trent Water is required to provide to Ofwat and the EA annual outturn information on water supplied to customers. To satisfy this obligation the licensee must:

- Confirm the measured volume of water input to the supply system for the outturn financial year.
- Confirm the details of the metered volumes of water billed to its customer(s).

Severn Trent Water will collate the data for the year and forward the information to the licensee for confirmation at the end of April in electronic format in order that it can be processed and incorporated into the annual regulatory submissions.

ii) Use of strategic supplies

Sections 66G(3) and 66H(3) WIA91 allows Severn Trent Water to ask Ofwat to make a determination that one or more introductions of water into the Severn Trent Water supply system by a licensee under section 66B or 66C WIA91 constitute a strategic supply or a collective strategic supply.

The trigger for whether an introduction of water can be designated as a strategic supply is contained in section 66G (10) WIA91. This provides that an introduction of water is strategic if, without the introduction being made, there is a substantial risk that the water undertaker would be unable to maintain supplies to its own customers as well as supplying the licensee's customers with water for domestic purposes. The trigger for whether two or more introductions of water can be designated as a strategic supply is contained in section 66H(10) WIA91.
The designation is to protect the long term availability of the water to the customers of Severn Trent Water in the event of the licensee becoming subject to Special Administration procedures.

Assessment of whether or not a particular supply or group of supplies is strategic will normally take place at the access application stage. The assessment will be site specific as it is impossible to make generic assumptions about whether or not supply system infrastructure capital investment could be deferred.

In any situation where the input of water allows capital investment to be deferred or avoided, Severn Trent Water would apply for the input to be designated as strategic. If the source is designated as strategic, then capital investment costs could be considered as avoidable or reducible, affecting the access charge.
There may be circumstances when, even if capital investment could not be deferred or avoided, absence of the input would still lead to a substantial risk that supplies could not be maintained and levels of service met. In such cases, Severn Trent Water would apply for the input to be designated as strategic.

The primary consequence of designating an introduction by a licensee as a strategic supply is that a special administration order can be made in relation to that licensee. Where an introduction is designated as a strategic supply and in the event that it becomes inappropriate for the licensee to continue to operate the source, as a result of its conduct or because it has run into financial difficulties, the licensee will be subject to the special administration procedure as described in sections 23-26 WIA91. This means that the strategically designated introduction would continue to be made into the water undertaker's supply system.

Severn Trent Water will regularly review the status of all supplies, both licensees and its own, in light of the designation or de-designation of supplies as strategic. Where a licensee's supply has been designated as strategic and due to changes in operational circumstances this condition is no longer applicable, Severn Trent Water will inform the licensee, in writing, of its intention to apply for the supply to be de-designated. It is unlikely that this would be the case if any capital investment had been avoided or deferred as a result of the input.

Should circumstances change such that a non-designated supply meets the requirements of being a strategic supply, Severn Trent Water will inform the licensee, in writing, of its intention to apply for the supply to be designated as a strategic supply.

Licensees should familiarise themselves with the full implications of the strategic supply designation. Further details can be found on Ofwat's website.

iii) Supplier of last resort

The supplier of last resort provision is to ensure that licensee can use an alternative supply in the event of its own source failure. The licensee may either request Severn Trent Water to provide that supply or can make alternative supply arrangements. Licensees requesting Severn Trent Water to provide supply of last resort should do so at the access application stage, as the degree to which a supply of last resort is likely to be required may have an impact on the cost for combined access (as a significant need on the part of a licensee for a "back up" supply from Severn Trent Water would imply that the licensee's input would be unlikely to lead to the deferral or avoidance of capital expenditure). Where Severn Trent Water has the ability and agrees to make such provision, the conditions will be specified in the access agreement. The supply of water from Severn Trent Water would be treated as a wholesale supply.

iv) Interim duty to supply

If the following conditions occur:

- The licensee ceases supplying a premises with water and
- The customer at that premises has neither advised Severn Trent Water of an alternative supply arrangement nor of an intention for the supply to cease,

Severn Trent Water will provide interim supply arrangements for three months, subject to its ability to meet existing statutory obligations, to allow the customer to establish alternative arrangements.

v) Interruptible customers and interruptions to supply

The licensee will not cause levels of service failure such as inadequate pressure and supply interruptions) associated with failures of their source or assets to any Severn Trent Water's customers. If such failure does occur, the consequences of such failures are subject to the access agreement.

Planned source outages will need to be jointly planned between Severn Trent Water and the licensee, on a case by case basis .In certain cases alternative supplies may be necessary for key commercial customers i.e. hospitals. If Severn Trent Water is requested to activate these as a result of planned or unplanned interruptions, these costs will be subject to the access agreement.

Where Severn Trent Water can provide the shortfall of water from its supply system and avoid actual supply interruptions to customers, it will endeavour to do so. Costs associated with operational changes, (increased pumping, field management, customer warning, increased monitoring etc), will be subject to the detailed access agreement between the two parties.

Costs associated with interruptions to supply to the licensee's customer as a result of Severn Trent Water source or asset failure will be subject to the detailed access agreement between the two parties.

6.3.2 Flow Balancing and Reconciliation processes

Licensees are required to provide, in writing, a detailed forecast for each forthcoming financial year by the 1st April to include the following information:

- usage (consumption/demand) of each individual customer, and
- water inputs (production/supply) into the supply system.

The combined supply tariff follows the structure and provisions of the Severn Trent Water standby tariff, as set out in the company's Scheme of Charges, available at www.stwater.co.uk.

In accordance with these provisions, licensee's forecasts must include the maximum total volume that the licensee will require to be supplied to each of the licensee's customers. These volumes will form the capacity booking for the licensee, which will be used to calculate a capacity charge, payable irrespective of actual usage by the licensee's customer. Volumes used during the year will incur additional charges; should the volume used be greater than the amount booked, premium charges will apply, as described below in the section on reconciliation processes.

If a valid capacity booking is not provided by 1st April then the capacity booking will be deemed to be zero and any consumption will incur premium charges.
Forecasts must also provide daily predicted production figures during the peak (1st May to 30th September) and the off peak (1st October to 30th April) seasons.

For access agreements that commence part way through any financial year consumption and production forecasts should be based on a projection up to the period ending 31st March following the request and must include the maximum volume required to be supplied to the customer, and production figures, for the peak and off peak seasons, where applicable. Subsequent consumption and production forecasts should then be made in line with the above timescales.

Severn Trent Water reserves the right to vary its approach to usage forecasting for licensees' demands in line with changes to usage forecasting for eligible customers' demands. This may be influenced by advancements in metering technology.

Supply system usage forecast for combined non-potable supply system

Severn Trent Water does not provide non potable combined services.

Imbalance accounting - licensee forecast input and customer forecast usage

On receipt of the licensee's customer's consumption and production forecasts, Severn Trent Water will compare the proposed inputs to the proposed demand, on a seasonal and annual basis.

Where the licensee proposes to put less water into the supply system than the licensee's forecast of their customer's demand, the licensee will be charged for the additional water supplied in line with the relevant wholesale tariff rate (subject to the availability of such a wholesale supply) to cover the balance between the licensee's proposed input and the licensee's forecast of the customer's demand. In such cases, the licensee will be required to provide forecasts for their customer's maximum entire demand (as described above), regardless of whether this demand is to be supplied via a combined or wholesale supply.

Imbalance accounting - licensee forecast input and actual input

The licensee shall establish the daily input quantity for each day being the entry point meter reading at midnight at the end of the day less the entry point meter reading at midnight at the end of the previous day

Licensee shall inform Severn Trent Water of the daily input quantity periodically as agreed as part of the negotiation
Where for any reason a reading is not available for the entry point meter the licensee shall make a best estimate of the reading using the information available to it and such estimated reading shall be used in establishing the daily input quantity.
The licensee shall input on each day at an entry point an amount of water:

- not exceeding the required input quantity plus the tolerance; and
- not less than the required input quantity less the tolerance.

The amount of water to be input at the entry point and the tolerance will be determined as part of the application process and feasibility

Severn Trent Water may in respect of any day give notice to the licensee not less than twelve (12) hours from the start of such day specifying a lesser tolerance where such lesser tolerance is required in order for Severn Trent Water to fulfil its statutory and contractual obligations (provided that such lesser tolerance shall not be less than two percent (2%) of the required input quantity).

A Day shall be classified as a ‘variance day’ if the quantity of water input at the Entry Point by the licensee is:

- greater than the required input quantity plus the tolerance; or
- less than the required input quantity less the tolerance

The licensee shall pay Severn Trent Water in respect of each variance day a ‘variance charge’ which will relate to any reasonably incurred costs in maintaining the supplies and managing the network

Imbalance accounting - licensee actual input and customer actual usage

Severn Trent Water will compare the licensee’s actual input into the supply system with the customer’s actual demand from the supply system on a seasonal basis.

Where customer usage has exceeded the input into the system by the licensee, the excess volume will be charged at the relevant wholesale tariff rate. Any saving on the retail tariff due to common carriage that had already provided to the licensee on the excess volume would be reclaimed.

Where their customer’s usage was less than the input into the supply system by the licensee, a credit equivalent to the marginal operating cost of treated water supplies in the relevant water resource zone will be applied to the first 10% of the variance as indicated in Severn Trent Water’s access charges. For variances beyond 10%, no further credit will be given unless it can be justified to Severn Trent Water’s satisfaction by reference to case-specific circumstances.

At the end of each Season the Seasonal Output Quantity shall be deducted from the Seasonal Input Quantity and where the resulting figure is a positive number Severn Trent Water shall pay to the licensee a rebate which shall be the lesser of:

$R = BCVA \times (SIQ - SOUQ)$; or

$R = BCVA \times (SIQ \times 10\%)$

Where R is the rebate payable in £

BCVA	is the Base Combined Variable Adjustment in £/cubic metre
SOUQ	is the Seasonal Output Quantity
SIQ	is the Seasonal Input Quantity

Imbalance accounting – customer forecast usage and actual usage.

The licensee’s customer demand on the supply system will be measured on a monthly basis by the licensee, as agreed in the terms of the access agreement, and this information passed to Severn Trent Water. On a yearly basis, the actual demand figures will be compared to the forecasted demand figures and the degree of variance established. This may result in an annual tariff rebalancing if the actual demand does not achieve the relevant end user retail tariff threshold.

7. Supply system Maintenance & Emergency procedures

The communication of all planned maintenance, by Severn Trent Water or licensee, will be via the processes agreed as part of the access application process and documented within the terms of the access agreement.

7.1 Diagnosis of system issues

7.1.1 Obligations with respect to diagnosis of supply system problems

i) Responsibility of water undertaker

Water Undertakers will:

- Maintain and interrogate supporting IT systems in order to anticipate supply system problems.
- Respond to system alarms and invoke the appropriate emergency response.
- Inform the licensee of supply system problems, actions to be taken and an estimate of timescales involved.
- Co-ordinate all emergency information originating from both inside and outside of Severn Trent Water (as set out by the Network Access Code), and communicate to the licensee progress made, and restoration of normal supplies (as agreed within the access agreement).

ii) Responsibility of licensee

Licensees are required to provide:

- information to Severn Trent Water to highlight supply system problems. This involves providing information on customer complaints regarding volume of water input, water quality and pressure variations and interruptions to supply. It should include, but is not limited to, the name and address of the complainant, details of the complaint/problem (including the location) and the time that both the complainant and the licensee were first aware of the problem. This information should be passed to Severn Trent water as soon as the problem comes to the attention of the licensee;
- and update the list of priority premises as specified by DEFRA and to provide details of special response customers.

7.1.2 Quality Issues

Severn Trent Water is ultimately responsible for the quality of the water in the supply system. The licensee is responsible for maintaining the standard of their water quality introduced into the Severn Trent Water supply system.

The licensee is required to report to Severn Trent Water any situation likely to cause material impact upon water quality within the receiving distribution system. The licensee shall:

- meet the entry specification at the entry point
- advise Severn Trent Water as soon as reasonably practicable of any breach or likely breach of the Entry Specification.
- install and maintain automatic failsafe devices on the disinfection equipment to the standard specified in combined access agreement Schedule to ensure that water cannot be input at the entry point without disinfection.
- install and maintain ‘on-line quality measurement equipment’ to measure continuously the following components or characteristics of the water to be input at the entry point:
    - chlorine and turbidity; and

    - any other component or characteristic specified in the combined access agreement Schedule, which Severn Trent Water reasonably determines is required to be monitored to ensure wholesome water is supplied to consumers and which Severn Trent Water would require to be monitored if water input at the entry point originated from a source owned or controlled by Severn Trent.
- comply with the relevant statutory requirements including the relevant British and European Standards when on-line quality measurement equipment shall when installed or replaced.
- ensure that the on-line quality measurement equipment is maintained at appropriate intervals such that it continues to perform to an agreed industry standard.
- transmit readings from the on-line quality measurement equipment to Severn Trent Water at the frequency and in the manner specified in combined access agreement schedule.
- report to Severn Trent Water as soon as reasonably practicable any readings which breach the component or characteristic levels specified in combined access agreement schedule.
- record and archive for not less than 6 years readings from the on-line quality measurement equipment.
- provide Severn Trent Water with copies of the DWI regulatory return of input water quality as soon as reasonably practicable after submission of the return to DWI.
- conduct sampling of water to be input into the supply system in accordance with the requirements of the Water Supply (Water Quality)(Amendment) Regulations 2018, and the sampling requirements detailed in the combined access agreement schedule.
- provide Severn Trent Water on request with any sampling data relating to sampling conducted by the licensee as soon as reasonably practicable, including but not limited to sampling data that will not be included in the DWI regulatory return and sampling data that has not at the time the request is made been sent to the DWI
- on reasonable notice provide access for Severn Trent Water to a sampling point for the purposes of enabling Severn Trent Water to take samples of water to be input at the entry point.
- on request with its latest cryptosporidium risk assessment relating to water to be input at the entry point.

If a material change in the quality of the water to be input at the entry point is expected or has occurred (for any reason including but not limited to changes arising from any variation in raw water quality, any failure to maintain the dosing regime of treatment chemicals or any change or by-pass of treatment processes) the licensee shall provide Severn Trent Water as soon as reasonably practicable with details of:

- the change;
- the causes of such change; and
- any work conducted or to be conducted to address such change.

Where water at the entry point does not comply with the entry specification and in Severn Trent Water's reasonable judgment the input of such water would prejudice the supply of wholesome water to consumers then Severn Trent Water may:

- continue to take some or all of the water tendered for input; or
- refuse to take the water tendered for input.

Where the entry specification has been breached or where Severn Trent Water reasonably believes that the quality of water input is relevant to an investigation into a water quality problem within the

supply system, Severn Trent Water may by notice require the licensee to conduct such sampling as is reasonably required to monitor the quality of water input and provide the sampling data to Severn Trent Water as soon as reasonably practicable.

Each Party shall provide the other with such information regarding water quality as is reasonably required for the purposes of developing Water Safety Plans in accordance with the requirements of the DWI, and shall provide the other with a copy of its finalised Water Safety Plan

7.1.3 Hydraulic issues

Severn Trent Water is responsible for maintaining the hydraulics of the supply system including complying with Pressure Standards and preventing Supply Interruptions), Where a "levels of service" failure arises as a result of a licensee's failure, information must be supplied to Severn Trent Water to provide the necessary returns to Ofwat. This must include (but is not limited to) the nature of the failure, the location, the number of customers affected (if known). It must be supplied in electronic format to the Licensee Services Team either as soon as the licensee is made aware of the failure or at the request of Severn Trent Water.

i) Responsibility of Licensee

The licensee shall:

- ensure that the water pressure at the entry point does not at any time exceed the maximum entry point pressure as specified in the combined access agreement schedule (determined as part of the application assessment)
- install and maintain equipment to ensure that the rate of change of water pressure at the entry point does not exceed:
    - for upward changes, the maximum upward rate of change of pressure specified in the combined access agreement schedule; and
    - for downward changes, the maximum downward rate of change of pressure specified in the combined access agreement schedule.
- install and maintain equipment 'on-line pressure measurement equipment' to measure continuously the pressure and rate of change of pressure of water to be input at the entry point.
- when installing or replacing the on-line pressure measurement equipment, comply with the relevant statutory requirements including the relevant British and European Standards.
- ensure that the on-line pressure measurement equipment is maintained at appropriate intervals such that it continues to perform to the standards specified above.
- transmit readings from the on-line pressure measurement equipment to Severn Trent Water at the frequency and in the manner specified in the combined access agreement schedule.
- report as soon as reasonably practicable to Severn Trent Water any readings which breach the pressure limitations or rate of change of pressure limitations specified in the combined access agreement schedule.
- record and archive for not less than 6 years readings from the on-line pressure measurement equipment.
- ensure that the flow rate of water at the entry point does not at any time exceed the maximum entry point flow rate specified in the combined access agreement schedule.

ii) Responsibility of Severn Trent Water

Severn Trent Water shall:

- supply water to the licensee's customers' premises in the quantities and at the rates demanded subject to physical supply system capability and to Severn Trent Water's obligations to meet current and probable future statutory and other contractual obligations.
- meet its statutory obligations with respect to the hydraulic characteristics, including flow and pressure, of water supplied to the licensee's customers' premises.
- at all times maintain a minimum water pressure in the communication pipe of 7 metres static head, the 'minimum water pressure'.
- promptly notify the licensee where Severn Trent Water becomes aware of any breach of the issues above affecting the licensee's customers' premises.

Where the supply of water to the licensee's customers' premises is affected on 2 occasions, each lasting 1 hour or more, in any period of 28 days, because the minimum water pressure is not maintained and Severn Trent Water would be liable to make payment under Ofwat's Guaranteed Standards Scheme (GSS) if it were supplying water to the premises, then Severn Trent Water shall pay an equivalent amount to the licensee.

Both the licensee and Severn Trent Water shall immediately notify the other Party of any material adverse changes in the flow rate or pressure of the water supplied to the licensee's customers' premises from the supply system of which the notifying Party becomes aware.

Where there is an unplanned interruption to the supply of water to the licensee's customers' premises Severn Trent Water shall as soon as reasonably practicable advise the licensee:
- where an alternative supply of water may be obtained; and
- of a telephone number where the licensee and the licensee's customer can obtain further information.

Where there is an unplanned interruption to the supply of water to the licensee's customer, which would be liable for a Guaranteed Standards Scheme payment, Severn Trent Water shall pay an equivalent amount to the licensee.

7.1.4 'Real' time information capture systems

Real time information provided by the licensee to Severn Trent Water primarily covers quality and quantity (hydraulic) issues. For each input monitoring point there will be a set of trigger values determined as part of the access application process. Procedures for dealing with breaches of these trigger values will be in place when the contract is issued and any continued breach of these warning values may result in the licensee's supply being shut off and/or the contract being terminated.

To facilitate this, every metered/monitoring point into and out of the supply system will have a unique identifying reference number to be agreed. Details of supply system problems must be captured using a standard referencing system which will be agreed between Severn Trent Water and the licensee.

7.1.5 Reporting procedures

The licensee shall:
- be the principle contact for the licensee's customer with respect to general enquiries and complaints;
- be solely responsible for all contact with the licensee's customer with respect to all aspects of meter reading on the premises; and

- be solely responsible for all contact with the licensee's customer with respect to billing and collection of debts owed by the licensee's customer to the licensee.

With the exception of complaints arising from equipment or other assets owned by Severn Trent Water, the licensee shall be solely responsible for all contact and liaison with the licensee's customer with respect to complaints made by the licensee's customer in relation to customer meter readings, billing and debt collection, and operational issues. Where the licensee's customer complaint arises from equipment or other assets owned by Severn Trent Water, the licensee shall notify Severn Trent Water of the complaint and provide all reasonable information and assistance requested by Severn Trent Water to enable Severn Trent Water to investigate and resolve the complaint.

Where the licensee has requested Severn Trent Water to investigate a supply system problem or a potential supply system problem, the licensee shall be solely responsible for communicating the results and desired actions, if appropriate, with the licensee's customer. In the event of the licensee Customer contacting Severn Trent Water erroneously, and vice versa, each Party shall provide the licensee Customer with the appropriate contact details for the other Party.

The licensee will be responsible for issuing its customers with a contact number for emergencies/problem resolution and will be responsible for recording/reporting these customer problems to Severn Trent Water (subject to detailed access agreement). Additionally, the licensee will have a point of contact within Severn Trent Water to raise concerns or to report emergency situations.

Should supply system problems arise which have the potential to impact upon the licensee's assets or their customers, Severn Trent Water will inform the licensee of the nature of the problem and the corrective action to be undertaken.

Special needs customers, i.e. licensee's customers that require priority needs (e.g. hospitals, where a continuous, wholesome supply is essential) will be identified as part of the application process. Should a situation arise whereby Severn Trent Water has to take corrective action to restore normal supplies, Severn Trent Water will inform the licensee of the situation and the actions being taken, including the provision of alternative supplies if required.

The licensee will inform their customers unless agreed otherwise as part of the access agreement. If appropriate, a post incident review will take place and any learning points/actions will be agreed at the review by the relevant parties.

7.2 Planned system maintenance

Every 6 months, Severn Trent Water and the licensee shall exchange their maintenance plans for the following 12 months in respect of maintenance work which will affect the input and supply of water at the entry point and exit point respectively and shall then meet to agree a maintenance programme which minimises in so far as is reasonably practicable any operational conflicts or disruption to the other party or the licensee's customer.

Each party shall advise the other as soon as reasonably possible of any change to the agreed maintenance programme and shall again endeavour to minimise in so far as reasonably possible any operational conflicts or disruption.

7.2.1 Obligations with respect to planned maintenance

The licensee shall be relieved from its obligations to input water at the entry point if the ability of licensee to input water at the entry point is affected by maintenance conducted by the licensee. Such relief shall be granted only where the maintenance has been notified in accordance with planned maintenance schedule if applicable and provided further that licensee shall only be entitled to such relief in respect of a maximum of 5 days in any 1 year; or the ability of licensee to input water at the entry point is affected by maintenance conducted by Severn Trent Water on any day.

Severn Trent Water shall be afforded relief from its obligations to accept water tendered for input at the entry point to the extent that the ability of Severn Trent Water to accept water at the entry point is affected by maintenance conducted by Severn Trent Water. Provided that such relief shall be granted only where the maintenance has been notified in accordance with the access agreement if applicable and provided further that Severn Trent Water shall only be entitled to such relief in respect of a maximum of 5 days in any 1 year; or the ability of Severn Trent Water to accept water at the entry point is affected by maintenance conducted by the licensee on any day.

i) Responsibility of water undertaker

When undertaking any planned maintenance work on any systems owned by Severn Trent Water, likely to affect the licensee's customer, Severn Trent Water will:

- Arrange for the work to be carried out, manage, and liaise with the licensee of ongoing progress and completion deadlines.
- Arrange alternative supplies, such as bowsers and/or bottled water if required. Accordingly Severn Trent Water will provide the following items of information to the licensee, via the agreed communication channels:
- The reason for the work.
- The location of the work.
- Premises and customers that will be affected by the work.
- Timing of maintenance work, start and finish targets.
- Any arrangements that are made for alternative supplies to the affected areas.

Where Severn Trent Water intends to interrupt the supply of water to the licensee's Customer for more than four (4) hours then Severn Trent Water shall give the licensee at least forty eight (48) hours notice before it turns off the supply. Where Severn Trent Water fails to give this length of notice specified then Severn Trent Water is liable to make an equivalent payment under GSS to the licensee as if it were supplying water to the premises.

Severn Trent Water shall advise the licensee when the supply of water will be restored to the premises. Where Severn Trent Water fails to restore the supply of water at the time then Severn Trent Water will be liable to make an equivalent payment under GSS to the licensee as if it were supplying water to the premises.

Responsibility of licensee unless by arrangement as part of the access agreement:

- To notify their customers (including special needs customers) of any maintenance work to be carried out necessitating loss of supply, progress made and an estimated restoration of lost supplies.

Combined licensees only:

- To cease or reduce supply if requested by Severn Trent Water where a specific source is to be off line or run at lower capacity during the Severn Trent Water maintenance period.
- To inform Severn Trent Water via the agreed communication channels of any planned maintenance activity.
- To provide Severn Trent Water with the information stated in 5.2.4
- To manage the work within the stated duration or, if this is not achievable to keep Severn Trent Water informed of progress.

Where the outputs from the licensee's source are reduced or curtailed entirely during a period of maintenance initiated by the licensee, (and no back up arrangements are in place), such failures will be subject to the conditions set out in section 4.5 General Obligations.

7.2.2 Specification of assets

The licensee is responsible for the construction and maintenance of all its assets, including all statutory obligations. It is anticipated that the assets at point of entry (up to Severn Trent Water's isolation valve and before entry into the physical supply system) will be wholly owned by the licensee. All assets downstream will be owned and maintained by the Severn Trent Water.

Unless, via a commercial agreement, Severn Trent Water will undertake no planned maintenance on the licensee's assets. This is the sole responsibility of the licensee except in cases where powers to prevent water wastage are invoked.

7.2.3 Maintenance standards

All Water Undertakers are subject to maintenance standards which must not lead to failures, be that water quality, pressure or supply interruptions. If such failures occur, and are subject to levels of service the details of the failures are reported to the DWI and/or Ofwat. Additionally, the failure may require a Guaranteed Standards Scheme (GSS) payment to customers affected by that failure.

The following link provides a guide to our GSS Code of Practice, which details our approach to GSS payments and the times when a payment may be due:

https://www.stwater.co.uk/content/dam/stw/tier2_helpandcontacts/COP_GSS_Web.pdf

7.2.4 Risk assessment processes

Included as part of the exchange of planned maintenance schedules every six months, both Severn Trent Water and the licensee will undertake discussions to evaluate the potential impact of both parties maintenance activities leading to supply failure or supply of unwholesome water to either the licensee's or Severn Trent Water's customers and to develop measures to mitigate those risks. This discussion will be used to ensure that Severn Trent Water meet the obligations the DWI place upon both Severn Trent Water and the licensee to provide auditable procedures for undertaking work on the supply system. Examples of common risk assessment criteria include (but are not limited to):

- nature of planned maintenance, duration, changes in pressure, flow, water quality, risk of discolouration, anticipated customer impact, numbers of customers / properties affected, contingency arrangements, emergency contact details, valving order, valve management authorisation.
- the level of risk assessment for maintenance work on the licensee's assets is for the licensee to determine in meeting its statutory and regulatory obligations.

7.3 Unplanned system maintenance

Unplanned maintenance activity on the licensee's assets with the potential to impact on the flow, pressure or quality of water at point of entry should be notified to Severn Trent Water as soon as practically possible. The licensee should provide details of the work to be carried out, the likely duration of the work and the status of the source/supply following the work (will it be at full/normal capacity). The licensee must consider the provision of an alternative supply of water for the duration of the work.

Although it is intended that the licensee will manage the relationship with its customers, there are emergency situations which can arise when it will be necessary for Severn Trent Water to contact end users directly. The method of contact will vary according to the type of emergency situation.

Where it is operationally necessary for Severn Trent Water or the licensee to carry out any unplanned maintenance it shall notify the other party as soon as reasonably practicable and shall keep the other advised as to the likely duration and extent of the work and shall endeavour as much as is reasonably practicable to minimise any operational conflicts or disruption to the other Party or to the licensee's customer if applicable.

7.3.1 Obligations with respect to unplanned maintenance

Any unplanned maintenance undertaken (by Severn Trent Water or the licensee) must endeavour to cause minimal disruption to customers and supplies must be restored in accordance with statutory obligations.

This may be subject to GSS payments to affected customers. If Severn Trent Water has affected a licensee's customer in this way, by work undertaken by Severn Trent Water, an equivalent payment to that of a GSS payment will be made to the licensee

i) Responsibility of water undertaker

- To comply with the Security and Emergency Measures Direction (SEMD) to a customers site for the purpose of sampling, where possible.

ii) Responsibility of licensee

- To comply fully with SEMD.
- To notify their customers (including Special Needs Customers) of any maintenance work to be carried out, progress made and an estimated restoration of lost supplies.
- To use reasonable endeavours to access to their customers' properties for sampling purposes by Severn Trent Water. The licensee will have the right to accompany Severn Trent Water on such visits, although no notice period can be guaranteed in an event, incident or emergency.
- Liaise with the Regulators and gather information to support actions taken during an event, incident or emergency.
- To notify Severn Trent Water as soon as reasonably practicable of any failure of plant or pollution event likely to cause quality or quantity issues.
- To use reasonable endeavours to ensure access to such plant is made available as soon as reasonably practicable to Severn Trent Water.
- To ensure that contamination of the water being supplied results in an immediate cessation of supply.

- To comply with any notice from Severn Trent Water to cease, reduce or increase supply in an event, incident or emergency.

7.3.2 Risk assessment processes

In the event of unplanned maintenance activity, the licensee must provide to Severn Trent Water risk assessment information as soon as practically possible. Again, where feasible to do so, this information should be as assessed upon a similar basis to planned risk assessment.

7.3.3 Emergency notices

If planned and unplanned (emergency) works are subject to the New Roads and Street Works Act 1991(NRSWA) and Traffic Management Act 2003 (TMA) (working in the highway), Severn Trent Water will be responsible for the issue of all NRSWA /TMA notices when undertaking work on assets owned by Severn Trent Water. Unless by prior agreement, works undertaken on licensee assets are the responsibility of the licensee and are subject to the same statutory obligations of NRSWA and TMA, if working in the highway.

7.4 Safety aspects of unplanned and emergency work

Severn Trent Water will retain prime responsibility for managing an event, incident or emergency occurring within its supply system and will expect every licensee to work within that framework. All licensees must have a set of robust event, incident or crisis procedures and Severn Trent Water reserves the right to familiarise the licensee with its own safety and event, incident or crisis procedures, as part of the access application process.

Effective event, incident or emergency procedures allow for early identification of problems which in turn facilitates an early evaluation. Speedy, accurate evaluation of a problem will consequently lead to more timely resolution of the problem. Continuation monitoring of the problem from evaluation through to resolution allows for effective escalation of the situation as and when such response is required.

Severn Trent Water would expect the licensee to demonstrate procedures (similar to Severn Trent Water's procedure, detailed below) for problem identification, problem evaluation, and internal escalation procedures (including communication and reporting to Severn Trent Water and other external bodies) as part of the application process.

7.4.1 Status classification

When an Emergency occurs or is notified to Severn Trent Water, Severn Trent Water shall determine the severity of the Emergency and categorise it as one of the following:

- an 'Event', being an occurrence of a non serious routine nature which whilst having the potential to cause some disruption to either Severn Trent Water's or the licensee's obligations, is unlikely to have a material impact on them;
- an 'Incident' being an occurrence which occurs with little warning and which will or may involve serious disruption to either the licensee's or Severn Trent Water's obligations under the Security and Emergency Measures (Water and Sewage Undertakers) Direction 1998, the Security and Emergency Measures (Licensed Water Suppliers) Direction (SEMD). (The Department for Environment, Food and Rural Affairs, (DEFRA) hold copies of the SEMD. For further information please refer to DWI's website ; and
- a 'Crisis' being an occurrence causing or threatening serious disruption to either Severn Trent Water's or the licensee's obligations and having the likelihood of external agency assistance being required.

7.4.2 Standard emergency reporting procedures

The general, overall responsibility for the control and response to an event, incident or emergency falls to Severn Trent Water and its appointed team. Generally, it is the responsibility of Severn Trent Water to take all necessary steps to resolve the situation and to respond appropriately dependant upon the magnitude of the event. From time to time training exercises will be undertaken which may require the licensee to participate at the licensee's expense, in accordance with section 4 (5) (a) of SEMD.

Both Severn Trent Water and the licensee shall:

- devote such resources to the management and resolution of an event, incident or emergency as are commensurate with its categorisation.
- advise the other as soon as it becomes aware of an event, incident or emergency (likely to have an impact upon the other party or any of its customers) and shall provide the other party with as much detail as reasonably possible as to the cause, extent and likely duration of the event, incident or emergency.
- nominate an emergency contact, available on a twenty four (24) hour basis, which shall be the main point of contact (unless otherwise advised) until the event, incident or emergency is resolved:
- fully cooperate to ensure the effective resolution of the event, incident or emergency and shall advise each other of the steps being taken to resolve the event, incident or emergency and if applicable the details of any provision of alternative supplies.
- comply with the Security and Emergency Measures (Water and Sewage Undertakers) Direction 1998, the Security and Emergency Measures (Licensed Water Suppliers) Direction, the Security and Emergency Measures (Water Undertakers) Direction 2006 and the Civil Contingencies Act 2004.
- following the resolution of an event, incident or emergency, meet to review the handling of the event, incident or emergency and to identify any improvement or changes necessary to prevent the reoccurrence of the event, incident or emergency or to improve the handling of such an event, incident or emergency.
- participate in training exercises in order to ensure the ability of both Severn Trent Water and the licensee adequately responds to an event, incident or emergency.

The licensee shall arrange a point of contact with the licensee's customer to report and liaise on any event, incident or emergency.

7.4.3 Major emergency reporting procedures

An Emergency will involve the activation of an Incident Management Team to determine strategy and ensure coordination of additional resources including Local Resilience Forum assistance.

In the event of an incident being declared, the licensee will be informed via the agreed communications channels and the procedures listed in section 7.4.2 above followed.

Severn Trent Water will also make the decision as to the appropriate timing of contact with Local Resilience Forums via existing agreements.

Severn Trent Water will co-ordinate communications and efforts of the Local Resilience Forumson behalf of all licensees, but with full engagement of the licensee.

7.5 Emergency procedures for dealing with specific events, issues and incidents

In the event that a specific event, incident or emergency occurs, Severn Trent Water has procedures to deal with such events, incidents or emergencies. The use of these procedures will be applied when and where appropriate as part of the dealing with that event incident or emergency. The degree of involvement that the licensee has with this event, incident or emergency will be determined by Severn Trent Water and in conjunction with Local Resilience Forums.

Relevant detailed procedures will be provided to the licensee once a signed access agreement is in place.

7.6 Customer Protection

Maintaining effective communications during an emergency is crucial to prevent unnecessary escalation of problems and to prevent undue distress to the customers served by both the licensee and Severn Trent Water. The licensee is expected to have similar procedures in place to those used in Severn Trent Water to ensure adequate customer protection.

7.6.1 Sensitive Customers

Under Standard Licence Condition 5, the licensee must inform Severn Trent Water of relevant details if a special consumer occupies or is likely to occupy any premises that the licensee supplies. This might include, for example, details of those living in eligible premises who:

- are particularly vulnerable during supply interruptions, such as those whose health could be put at risk or those with mobility problems who may be unable to reach bowsers or alternative supplies;
- customers who are particularly vulnerable during actual or potential drinking water contamination incidents, when advice to boil water for drinking, or advice not to use water for drinking or cooking, is issued while supplies are maintained for other purposes;
- customers who may have problems in communicating or receiving information in the usual format provided by the company. These might include deaf, vocally impaired, partially sighted or blind customers and customers with learning difficulties;
- are customers receiving dialysis treatment at home rely on an uninterrupted supply of good quality water;
- are customers who may be vulnerable to callers fraudulently claiming to be company representatives; and/or
- are customers who may require assistance in understanding their bills and/or making arrangements for payment. This would include those with learning difficulties or mental illness.

In accordance with condition of appointment R, and Services For Disabled Or Elderly Customers Guidance To Companies Revised by Ofwat, June 2010, Severn Trent Water maintains a register of customers with specific requirements and will inform the licensee of relevant details if it is aware that a special consumer occupies, or is likely to occupy any premises which the licensee is proposing to supply.

Maintenance Work If either the licensee or Severn Trent Water is planning any maintenance work that may interrupt the supply, it is vital that Severn Trent Water inform the dialysis customers as soon as possible. This will enable them to make alternative arrangements (i.e. dialysing at hospital instead of home) or if possible, it will allow work to be rescheduled around the customer's period of dialysis.

Emergencies If Severn Trent Water experience an unplanned interruption or deterioration of water quality, it is impossible to pre-warn dialysis customers. However, if there is an emergency, all dialysis customers within the area will be contacted as soon as possible. They will be advised of the situation allowing them to seek advice from their hospital.

The Access Team within Severn Trent Water, in conjunction with the hospitals and Primary Care Trust (formerly the Health Authority), manage the dialysis patient register.

7.6.2 Large scale customer warning procedures

In the event that a large geographic area and/or large number of properties are affected, Severn Trent Water will assume the responsibility of undertaking large scale customers' warnings on behalf of all supply system users. This is to ensure that no single customer is overlooked, and the level of information (both verbal and written) is consistent and regular. The use of these procedures will be applied when and where appropriate as part of the dealing with that event incident or emergency.

7.6.3 Emergency compensation payments

If a service failure occurs to a licensee's customer due to an event, incident or emergency, if a GSS payment is applicable, then the equivalent sum shall be paid to the licensee.

7.6.4 Emergency operational planning exercises

Severn Trent Water regularly tests its ability to respond to event, incident or emergency situations through a series of training exercises. This allows performance and procedures to be critically analysed, reviewed, and modified. All licensees will be expected to participate and co-operate in these exercises, where required and if appropriate.

7.7 Support processes

7.7.1 Arrangements for press liaisons

Under certain circumstances it may be necessary for Severn Trent Water to speak to the media. Before doing so, if the media release/contact relates to a situation arising from assets owned or operated by the licensee or relates to the licensee's customer, the licensee will be informed and consulted on a best endeavours basis at the designated point of contact as defined within either the Common Contract, the Combined Access Agreement or the Secondary Supply Agreement.

7.7.2 Arrangements for the dissemination of severe weather warnings

Severe fluctuations in weather patterns can cause significant problems for Severn Trent Water in terms of its ability to maintain supplies. Severe weather warnings are received /put in force for:

- Strong winds at Force 7, (28 knots, 32 mph or greater)
- Frost at -20°C or below
- Snow

On receipt of such a warning the relevant information will be communicated to the licensee's designated contact point and periodically reviewed until the warning has been removed. Formal removal of the warning will be similarly communicated.

7.7.3 Emergency contacts

i) Responsibility of water undertakers

- To operate a 24 hour contact service for the licensee.

- To support this 24 hour activity a number of contact lists for Severn Trent Water will be generated, to facilitate both internal and external communications.
- To hold the licensee's contact details on an appropriate system.
- To hold information on special needs customers on an appropriate system.
- To be the principal contact with the external agencies during an event, incident or emergency.

ii) Responsibility of licensee

- To provide Severn Trent Water with a list of key 24-hour emergency contacts.
- To ensure that the information is current and that the contact procedures are workable.
- To provide information to Severn Trent Water on any special needs customers.

Severn Trent Water will have available 24 hours a day a Customer Operations Service Centre Duty Manager. The Duty Manager will be the point of contact for the licensee in an emergency and is responsible for contacting/mobilising relevant Severn Trent Water staff when the situation warrants.

Safety and emergency roles and responsibilities

When an event, incident or emergency occurs, there are a number of key individuals with prescribed responsibilities who may be involved. Their areas of responsibility and the roles they are likely to undertake are detailed in Severn Trent Water's procedures when dealing with an event, incident and emergency.

The licensee will need to provide contact details of a person(s) who are empowered to act on the licensee's behalf when dealing with an event, incident or emergency affecting either the licensee's or Severn Trent Water's assets and/or customers.

7.8 Reportable situations

With some incidents or emergencies the magnitude or the potential magnitude of the situation requires statutory reporting to certain external bodies. Appendix 2 includes a table on reporting requirements to The DWI, Health Protection Agency, and Local Authority.

7.9 Supply system security

Security measures are there to safeguard the public water system and to limit the risk of contamination to the supply system caused through vandalism, sabotage, or terrorist activities.

Severn Trent Water and the licensee must comply with their obligations under the Security and Emergency Measures (Water and Sewage Undertakers) Direction, 1998 and the Security and Emergency Measures (Licensed Water Suppliers) Direction respectively.

7.9.1 Security of the assets

Securing the individual supply system assets is fundamental in securing the system as a whole from any act that could directly affect the quality of the water and ultimately put public health and safety at risk. Appropriate asset protection measures are documented in such publications as the Service Reservoir Code of Practice, Security Advice Notes and any other security directives issued under the Security and Emergency Measures Direction (SEMD) by DEFRA.
Developments in improving security are ongoing and Severn Trent Water expect the licensee to co-operate with the development of, and compliance with, any future publications of security standards, from source to tap, as detailed in the Water UK Security and Emergency Planning Manual and any future amendments to the SEMD.

Fully securing the asset includes the ability to respond to security alarms as they occur. The licensee should give consideration to how the alarm is raised, evaluated, and responded to. It should also determine what escalation procedures are in place on establishing the cause of the alarm.

Severn Trent Water complies fully with all security directives and is annually audited by independent auditors to verify its performance. Severn Trent Water would expect all licensees to provide certificated evidence of compliance with the SEMD. Further information is obtainable from DEFRA.

7.10 Vital installations

Where part of the supply system is determined a vital installation (as defined by Government), the level of security required on assets connecting to that part of the supply system must be commensurate with the level of security as defined for the vital installation itself.

If, during the application process, access is required to a vital installation Severn Trent Water will notify the licensee and will work with the licensee to achieve the required security standards. Further information is obtainable from DEFRA.

7.11 National Working Groups / water company representative

Severn Trent Water is a member of the National Security and Emergency Working Group (NSEWG), chaired by DEFRA, which regularly meets to discuss security issues and future developments.

The working group considers such topics as the qualification and quantification of abilities to respond to security issues and the development of clear escalation procedures, through pre-defined response levels, of these issues as required.

Where the licensee is not a member of the National Working Group, Severn Trent Water will provide information to the licensee from the working group, as relevant to the operation of its supply system.

8. Customer contact arrangements

Customers require clearly defined points of contact at all times for general queries and complaints relating to both billing and service provision issues; and for emergency, health and special needs issues.

It is the responsibility of the licensee to provide adequate customer contact arrangements for their customers in respect of the services they provide to that customer. This obligation should not preclude their customers from having a facility to contact Severn Trent Water directly, in the event of an emergency. Severn Trent Water will retain operational control of its supply system and therefore will ensure that customers of the licensee receive the same quality of service from Severn Trent Water as other customers.

It is also important that relevant contact history is retained and is auditable for the purposes of providing Levels of Service information necessary to feed into maintenance programmes; and incident handling reviews.

8.1 Customer contact arrangements for operational queries and complaints

The licensee shall be the principle contact for its customers with respect to general inquires and complaints. However issues relating to the operation of the supply system and related services will require involvement by Severn Trent Water.

In the event of a licensee's customer contacting Severn Trent Water erroneously, and vice versa, either party shall provide the customer with the appropriate contact details for the other party.

8.1.1 Customer meter reading

The licensee shall be solely responsible for all contact with its customers with respect to all aspects of its customer's meter readings.

The format and frequency of meter readings taken by the licensee, and required by Severn Trent Water for billing purposes, will be agreed during the access application process and documented within the access agreement.

8.1.2 Billing and debt collection

The licensee shall be solely responsible for all contact with its customer's with respect to bill and collection of debt owed by the customer to the licensee.

8.1.3 Operational Issues

The contact arrangement for operational queries for any aspect of Severn Trent Water's business is **0800 783 4444** (24 hour free phone).

i) Water supply queries

The responsibility to investigate operational issues relating to a customer's private pipe work is a matter between the licensee and the customer. The arrangements in place between them should facilitate the effective identification of issues likely to involve Severn Trent Water, and for speedy involvement of Severn Trent Water in those issues.

Severn Trent Water shall be solely responsible for investigating operational issues relating to the water supply system. Where the licensee has requested Severn Trent Water to investigate a

supply system problem or potential problem the licensee shall be solely responsible for communicating the results and desired actions, if appropriate with its customers.

8.1.4 Complaint handling processes

Licensees shall be solely responsible for all contact and liaison with its customers with respect to complaints made by its customers in relation to meter reading, billing, debt collection and operational issues.

Where a licensee's customer's complaint arises from equipment or other assets owned by Severn Trent Water, the licensee shall notify Severn Trent Water of the complaint and provide all reasonable information and assistance requested by Severn Trent Water to enable Severn Trent Water to investigate and resolve the complaint. Operational complaints relating to the water supply system will be investigated by Severn Trent Water and information provided back to the licensee for communication to its customers.

Complaints should be forwarded by the Licensee to WMU@severntrent.co.uk. If after a full review by Severn Trent Water the licensee and/or customer remains dissatisfied, they can ask for an independent review by contacting Consumer Council for Water.

Obligations on water undertaker

- To provide the licensee with relevant contact details and information on service support arrangements.
- To investigate any perceived supply system problems at the request of the licensee.
- To provide the licensee with the results of any investigation into supply system problems initiated by the licensee or its customers.

Obligations on licensee:

- To provide its customer with all relevant contact details and information on customer support arrangements.
- To have auditable systems in place to record information arising from customer contact details and to identify reportable issues.
- To provide timely and accurate information to Severn Trent Water relating to supply system problems identified by their customers.
- To provide Severn Trent Water with information relating to issues reportable to Ofwat and DWI performance assessments.
- To provide Severn Trent Water with timely customer meter readings necessary for performing supply system balancing and sewerage billing activities.

8.1.5 Disconnection for non payment

Where a licensee's customer defaults on the payment terms agreed with the licensee for the water supply services provided, the licensee may requests to cease its access agreement to supply that customer, in accordance with the termination provisions of the agreement. The process for disconnection of the customer may be initiated by the licencee in accordance with the Wholesale Retail Code.

Customer contact arrangements for emergencies and events

Although it is envisaged that the primary contact with customers will come via the licensee there are certain circumstances where time and consistency of information are crucial and it may be necessary for Severn Trent Water to instigate wide spread communications with all supply system

users. This would include the licensee, but might (in exceptional circumstances) involve direct contact with customers of the licensee.

Customer protection issues are also considered under section 7 Maintenance and Emergency Procedures.

8.1.6 Customers with particular needs

Severn Trent Water offers a range of services designed to meet the individual needs of customers. These include, but are not limited to, the definition of special consumers as specified in Condition R of Severn Trent Water's appointment.

Under Standard Licence Condition 5, the licensee must inform Severn Trent Water of relevant details if a special consumer occupies or is likely to occupy any premises that the licensee supplies. This might include, for example, details of those living in eligible premises that require water urgently for medical purposes. Similarly in accordance with condition of appointment R, Severn Trent Water will inform the licensee of relevant details if it is aware that a special consumer occupies, or is likely to occupy any premises which the licensee is proposing to supply.

The licensee must register the special needs of its customers with Severn Trent Water by contacting:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH
Email: WMU@severntrent.co.uk

8.1.7 Large scale customer warning procedures

In a situation where a large number of customers are affected by a supply system problem and it is imperative that information is relayed quickly and consistently, Severn Trent Water can instigate its large scale warning procedure through the Operational Management Centres. This will ensure that all supply system users, licensee and Severn Trent Water's customers have access to the same level of information.

All affected licensees will be informed of the decision and will be expected to initiate their own internal processes to support the activities of Severn Trent Water.
Obligations on water undertakers

- To have systems and processes in place to identify designated special response customers and to inform the licensee of those customers affected.
- To test systems and processes regularly.
- To inform the licensee when it intends to initiate the large scale warning procedures.
- To operate the large scale warning procedures as described within the code.
- In the event that a licensee's customer contacts Severn Trent Water directly, to have systems in place to identify that customer and to respond accordingly.

Obligations on licensees

- Responsibility for providing their customers with relevant emergency contact details and arrangements.
- Responsibility for providing timely and accurate information to Severn Trent Water relating to supply system problems identified by their customers.
- Responsible for identifying and detailing all designated special response customers and for maintaining the accuracy of the information.
- Responsible for providing special response customer information to Severn Trent Water
- Responsibility for familiarising its customers with Severn Trent Water's large scale emergency procedures.
- To have systems and processes in place to support large scale warning procedures.
- Responsibility for regularly testing all systems and processes.

9. Supply system connections

Sections 66A (2)(a)(i); 66B (3)(a)(i)(ii) and (iii); and 66C (3) WIA91 place obligations on Severn Trent Water, in its primary water undertaker capacity, with respect to the connection of eligible premises, water sources or connections to a secondary water undertakers supply system, respectively.

Connections to the Severn Trent Water supply system undertaken to facilitate licensee's supply activities as described by Section 66A, 66B and 66C WIA91, will normally only take place following the submission of a formal application by the licensee either to access or use Severn Trent Water's system.

Details of the formal application, evaluation, and approval processes, relating to access or to use of the system, are described in section 3 and 4.

Point of entry controls and metering arrangements will be finalised as part of the network application processes and will form part of the access agreement.

9.1 Connection of qualifying premises to the supply system

Severn Trent Water already has in place processes for connecting premises to the public water supply system. These are generally referred to as New Connections.

For single premises or where there is no requirement for on-site mains work, it is the responsibility of the customer, or parties acting on their behalf, to lay the supply pipe from the premises to the boundary of the road in which the main is laid. It will also be the responsibility of the customer to ensure that any works conducted in the highway complies with the New Roads and Street Works Act and the Traffic Management Act. Construction of the customers supply pipe will be subject to inspection in line with the Water Supply (Water Fittings) Regulations 1999.

It is the responsibility of Severn Trent Water to inspect the customer's supply pipe as laid and, once satisfied, to provide the connection from the main to the boundary of the street in which the main is laid and to connect the two pipes, normally, via a meter.

For connections involving a main laying scheme, the licensee can either seek to lay the on-site mains under a self lay arrangement or to requisition the provision of mains from Severn Trent Water. For parties intending to pursue the 'self lay' option, the water supply infrastructure must comply with the requirements of the Code of Practice for 'Self Laying of Water Mains & Services.

Costs for connecting premises to the network can be found on Severn Trent Water's website, www.stwater.co.uk

9.1.1 Connection of licensee's source to supply system

Connection of a water source into Severn Trent Water's supply system will require the development of a design which takes into account local factors and requirements based upon the outputs of the feasibility report produced as part of the application process.

The licensee is responsible for the design and commissioning of all on site work, including assessment of contaminated land and actions that may be required to mitigate any risk resulting from that assessment. Before any on site infrastructure is connected to the network it will be subject to the relevant pressure and hygiene testing protocols.

Water supply infrastructure must comply with the requirements of the Code of Practice for 'Self Laying of Water Mains & Services. Severn Trent Water will be solely responsible for managing the connection of the licensee's infrastructure to the supply system.

Activities associated with managing the connection of source infrastructure to the supply system will be design and location specific. Severn Trent Water will provide a quotation for all work to be carried out. Costs will be recovered on an actual cost basis.

9.1.2 Connection of secondary water undertaker's supply system to the primary water undertaker's supply system

Connection between two adjacent water undertaker's supply systems is not a standard activity and as such requires a design which takes local factors and considerations into account.

Licensees wishing to obtain further information on these processes should, in the first instance, contact the New Connections department of the primary undertaker. For clarity, the primary undertaker is the water undertaker in whose area the customer is located.

Severn Trent Water will provide an estimation of the likely cost for all work to be carried out. Costs will be recovered on an actual cost basis.

Licensees may contact Severn Trent Water with regards to any of the services detailed above, including the provision of more detailed process and cost information.

10. Legal contract, arbitration and disputes resolution

10.1 Contract terms

Confidentiality Agreement

The Severn Trent Water Confidentiality Agreement is contained within Appendix 1.

Operational Code

The Wholesale Retail Codes set out the operational terms for a wholesale supply of water..

Wholesale Contract

The Wholesale Contract sets out the terms for a wholesale supply of water and oncorporates by reference the Wholesale Retail Code.

Combined Access Agreement

The Severn Trent Water Combined Access Agreement is contained within Appendix 3.

Secondary Supplies

The provision of a secondary supply involves three different but interested parties, the licensee, the secondary water undertaker (who is providing the water) and the primary water undertaker (whose supply system is receiving the water). To address the different contractual relationships there are three supporting agreements.

- Secondary Wholesale Agreement which will be between the Licensee and the Secondary Undertaker
- Primary Combined Supply Agreement which will be between the Licensee and the Primary Water Undertaker.
- Transfer Agreement which will be a trilateral agreement between the Licensee, Secondary Undertaker and the Primary Undertaker and covers the arrangements and obligations at the transfer point.

The structure of the Severn Trent Water Secondary Supply Agreement is contained in appendix 4

10.2 Arbitration and disputes resolution processes

Parties should seek to resolve differences that arise between them without recourse to the Courts. It is hoped that the majority of cases can be resolved in a fair and equitable way without the need to escalate the dispute.

The initial stage will be for the licensee to bring to Severn Trent Water's attention, via the agreed contact, any aspect of Severn Trent Water or its services that are causing dissatisfaction. This is to give Severn Trent Water the opportunity to address the issue and to seek to find a speedy and mutually acceptable resolution. If this initial stage fails and the issue identified remains unresolved, or unresolved to either party's full satisfaction, the process will be escalated to the formal disputes resolution process.

If Severn Trent Water's position is based on water quality or pollution control issues, Severn Trent Water may need to consult with the DWI or EA respectively. Where a dispute involves customer protection, service of transfer issues, Severn Trent Water will consult with the Consumer Council for Water. The licensee, if it wishes, may also contact the DWI, EA, or Consumer Council for Water directly for independent advice or consultation.

These independent regulatory bodies may be called upon at anytime during the process, either by Severn Trent Water or by the licensee, and both parties will be minded to take account of their findings. None of the following provisions diminish in any way the duties of the various regulators who have a legitimate interest in this matter.

10.3 Negotiation, conciliation and mediation

All questions, disputes or differences which may arise at any time between Severn Trent Water and the licensee in relation to the agreement (other than payment which are subject of a bone fide dispute in accordance with payment provisions of the agreement) will be referred to in the first instance to a senior manager of each party who will attempt in good faith to resolve any issue but failing resolution within fourteen (14) working days may be referred with the agreement of both parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

If parties do not agree upon mediation within seven (7) working days thereafter or have not settled a dispute by mediation within forty two (42) working days from the initiation of the mediation, the dispute shall be referred to the discretion of a single arbitrator mutually agreed upon or, failing such agreement within fourteen (14) working days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of either Parties, and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996.

Notwithstanding any provisions otherwise in the Arbitration Act, the decision of the arbitrator shall be appealable to the High Court.

11. Access Pricing

11.1 Indicative access prices

11.1.1 Indicative wholesale prices – Severn Trent Water

For retail access, our current wholesale prices are published in the Wholesale Scheme of Charges each January. These can be viewed on our website at - https://www.stwater.co.uk/businesses/wholesale-charges/tariffs-and-charges. Payment terms are assumed to be in line with the options available to retailers under Market Codes.

11.1.2 Indicative Combined Supply prices – Severn Trent Water

We also publish indicative wholesale access charges for the coming year each October. These are ***indicative access prices,*** based on assumptions such as future rates of inflation. ***Indicative*** combined access prices are published on our website and updated in October each year. These can be viewed on our website at - https://www.stwater.co.uk/businesses/wholesale-charges/network-access-code/

11.1.3 Case specific access prices

Case specific prices will be calculated on application, in accordance with Ofwat's guidance.

12. Glossary of defined terms

Access: The wholesale supply of water by a water undertaker to a licensee for the purpose of making a retail supply of water to the premises of the licensee's customer; and the introduction of water by the licensee into a water undertaker's supply system for that purpose (common carriage).

Access agreement: An agreement between a water undertaker and a licensee for access by that licensee to the water undertaker's supply system pursuant to the retail authorisation and/or wholesale Authorisation.

Access code: A water undertaker's document that sets out all principal aspects of access to its supply system and the terms and conditions on which it will grant access to its supply system by a licensee. The access code comprises the standard terms and conditions common to all water undertakers and the terms and conditions specific to that water undertaker.

Access terms: The terms under which a water undertaker and a licensee agree access to a water undertaker's supply system.

Adjoining supply system: Supply systems of other water undertakers with direct physical connections to the water undertaker's own supply system.

Back-siphonage: Unwanted siphoning of water into the supply system.

Boil notices: A notice issued by the undertaker as a warning that water should be boiled before drinking as a precautionary measure.

Borehole: A hole for abstracting groundwater constructed by boring.

Chemical parameters: Limits for the level of chemicals found in water.
Examples are iron, chlorine, sulphates, pesticides, ammonium compounds.

Chlorination: The use of chlorine to disinfect water.

Coliform bacteria: A group of bacteria found in the intestine and faeces of most animals. Coliforms can sometimes be found in untreated water. The treatment process removes them and disinfection prevents their reappearance in the distribution system.

Combined Licence: A WSSL Licence with both retail and English wholesale authorisations, authorising the holder to introduce water into a water undertaker's supply system and to retail that water to a customer's eligible premises (section 17A(6) WIA91).
Combined supply: A supply made pursuant to a combined licence.

Compensation water: Water released to the environment to offset impacts of abstraction or to comply with Appointment Conditions (or both).

Condition R: A condition of an undertaker's Instrument of Appointment relating to the conduct of licensees

Condition S: A condition of an undertaker's Instrument of Appointment relating to the network access code.

Condition 2: A standard condition of a licensee's Water Supply Licence relating to Provision of information to relevant undertakers

Condition 5: A standard condition of a licensee's Water Supply Licence relating to Provision of information to relevant undertakers.

Cryptosporidium: A waterborne micro-organism, single celled protozoan parasite, which causes disease and illness.

Data Dictionary: An integral part of the overall Customer Transfer Protocol which details individual data items, data flows and the structure of those flows. The data dictionary has been agreed by the industry and as part of the Customer Transfer Protocol compliance with it is a legal requirement.

Deployable output: The output of a commissioned water supply source, group of sources or bulk supply as constrained by: abstraction license, if applicable; environment; treatment; raw water mains and/or aquifers; pumping plant and/or well/aquifer properties; transfer and/or output main; water quality.

Disinfection: The process of treating water with, for example, small amounts of chlorine in order to kill harmful organisms.

Diurnal variations: Variations occurring within a daily (24 hrs) cycle.

Drought: Where the water undertaker demonstrates that the daily or weekly demand is likely to exceed average demands by 15%. Where a water undertaker is seeking a drought permit from the Environment Agency or a drought order from the Secretary of State (DEFRA) there needs to be clear demonstration that there has been an “exceptional shortage of rainfall.”

E.Coli: A bacterium taken as an indicator of faecal contamination.

Eligible premises: Premises that satisfy the eligibility requirements in section 17A (3) WIA91. Each of the following three requirements must be satisfied in relation to each of the premises in order for a customer’s premises to be eligible:

The customer’s premises must not be “household premises” (as defined in section 17C WIA91).

The premises may only be supplied by one licensee (but may also be supplied by one or more water undertakers).

Fit and proper person: For the purpose of making an access agreement, a person or party will not be deemed fit and proper if there are any relevant convictions, concerns over technical ability, insufficient financial resources available.

Fluoridation: Application of fluoride to drinking water at the request of regional health authorities as a preventative measure against dental decay.

Groundwater: For the purposes of an access agreement groundwater is defined as water abstracted directly from an aquifer by means of a well, borehole or spring.

Guaranteed Standards Scheme (GSS): A scheme that lays down the minimum guaranteed standards of service that water companies have to deliver. Water companies have to pay compensation to customers if they fail to meet these standards.

Hardness: Characteristics of waters containing dissolved calcium and magnesium salts.

Health and Safety Executive (HSE): Health and Safety Executive a government agency responsible for administering all regulations pertaining to health and safety and public security.

Instrument of Appointment: The water (and sewerage) companies operate under Instruments of Appointment, granted by the then Secretaries of State for the Environment and for Wales, or by the Director, to provide water and sewerage services in England and Wales. The Instrument of Appointment imposes conditions on the companies, which the Director is required to enforce.
Annual Performance Report: The information provided by Water and Sewerage Undertakers to Ofwat (annually in June) in the form of annual returns which allow assessment by Ofwat of performance on levels of service to customers.

Licensee: A company holding a Water and / or Sewerage Licence (WSSL) with retail authorisations (a retail licence) or with both retail and English Wholesale authorisations (A Combined Licence) .

Major Emergency Procedures: The Major Emergency Procedures are evoked when the situation or the number of people affected is in excess of those which can be dealt with by the Standard Emergency Procedures.

Mandatory parameters: Levels of chemical or biological indicators that must be measured by law. Examples for drinking water are E coli, nitrates, chlorides.

Microbiological parameters: Levels of bacteria for example E coli, coliforms, faecal streptococci, whose presence indicate that the water may be polluted and therefore should not be used as drinking water.

Non-potable water: Water which is not intended for domestic consumption or food production purposes.

Oocyst: Cryptosporidium has a spore phase (**oocyst**) and in this state can survive for lengthy periods outside a host

Organic Precursors: Organic material (usually only found in appreciable quantities in upland surface waters i.e. coloured peaty waters) which has to be present in water before THMs can be formed.

Outage: A temporary loss of unusable water output due to planned or unplanned events.

Pathogen: An organism which is capable of producing disease.

Plumbosolvency: The ability of water to dissolve lead.

Polyaromatic hydrocarbons: are chemical compounds that consist of fused aromatic rings. Examples of PAHs are anthracene, pyrene, and benzopyrene.

Potable: Water for domestic consumption and food production purposes which is wholesome at the time of supply. This is defined in section 68 of the WIA91 and section 4 of the Water Supply (Water Quality) Regulations.

Primary water undertaker: For the purposes of section 66A WIA91 (wholesale water supply by primary water undertaker) and section 66C WIA91 (wholesale water supply by secondary water undertaker), a water undertaker is the primary water undertaker of a licensee if the undertaker's supply system is to be used for the purposes of making the supply to the premises of the licensee's customer.

Priority supply points: Supply points as specified by DEFRA.

Premises reference number (PRN): Unique number assigned to an eligible premises for the purpose of identifying premises that are transferring supplier.

Rechlorination: Usually applied to injection of chlorine to drinking water in the distribution system after it has left the treatment works. Often used to boost chlorine levels at a service reservoir.

Reconciliation process: The balancing of actual demand against actual water supplied into the supply system and the associated financial implications.

Regulatory Compliance Sampling Programme: This is the annual programme of drinking water sampling which the Water Companies must undertake to comply with the requirements of the Water Supply (Water Quality)(Amendment) Regulations 2018.

Retail authorisation: An authorisation to a company to use a water undertaker's supply system for the purpose of supplying water to the eligible premises of customers of Severn Trent Water (section 17A(2) of the WIA91).

Retail Only Licence: A Water Supply and / or Sewerage Licence (WSSL) giving the holder the Retail Authorisation, entitling the holder to purchase wholesale a supply of water from the water undertaker and to supply it retail to a customer's eligible premises (section 17A(4) of the WIA91).

Secondary water undertaker: A water undertaker other than a licensee's primary water undertaker (section 66C (1) (a) (i) WIA91).

Security of supply: The extent to which water supplies to customers are reliable and not subject to possible restrictions because of a lack of rainfall over a period of time.

Service reservoirs: Any reservoir, statutory or otherwise, which is used to store, treated drinking water.

Sewerage undertaker: A company appointed under the WIA91 to provide sewerage services in respect of a geographical area of England and Wales.

Standard Emergency Procedure: These are procedures for dealing with an emergency. The full or partial implementation of the procedures is dependent on the degree of seriousness of the emergency.
Standby supplies: These are supplies that can be called into operation in the event of failure of the 'duty' supply.

Wholesale Authorisation: An authorisation to a company to introduce water into a water undertaker's supply system for the purpose of making a retail supply of water to a customer.
Supply point: The point at which treated water leaves the supply system. In general, this will be either to specific premises or to the supply system of an adjoining water company.

Supply system: Any water mains and other pipes used for the purposes of conveying water from a water undertaker's treatment works to its customer's premises and any water mains and other pipes used to convey non-domestic water from any source to premises that are not connected directly or indirectly to any water mains or pipes connected to those treatment works. This term is defined in section 17B (5) of the WIA91.

Supply system balancing: The process of matching the 'water in' against the 'water out' from the supply system.

Telemetry: The technology for automatically measuring and transmitting data by radio or other means from remote sources to receiving stations.

Treated water: Water of a suitable quality for input to the treated water distribution system and that which results in satisfactory DWI compliance at the customer's tap.

Treated water quality monitoring: Regular sampling and analysis of untreated and treated water. Examples include daily measurement of free chlorine at treatment works or annual sampling for mercury at customers' taps.

Treatment works: Works where raw water from rivers or reservoirs is treated to produce drinking water. Treatment typically includes coagulation, filtration, and disinfection.

Trihalomethanes (THMs): A group of chemicals produced by the reaction of chlorine with natural organic chemicals present in the raw water. Current limit is 100 ug/l averaged over three months.

Turbidity: A measure of the optical clarity of water.

UKWIR: UK Water Industry Research Limited.

Ultra-violet disinfection: Inactivation of microbiological organisms by ultraviolet radiation.

Untreated water: Raw water not of a suitable quality to put into a Control Group.

Water Fittings Regulations: The Water Supply (Water Fittings) Regulations 1999. These Regulations replaced the Water Bylaws in England and Wales and are largely enforced by the water undertakers.

Water resources management plan: A water undertaker's long term strategic plan for water resource development in its area (see section 37A WIA91).

Water Supply and / or Sewerage Licence (WSSL): A licence granted to a company giving it the Retail Authorisation, or both the Retail Authorisation and the English Wholesale Authorisations.

Water Supply (Water Quality) Regulations: The Water Supply (Water Quality)(Amendment) Regulations 2018which apply to water undertakers whose area of supply is wholly or mainly in England; The Water Supply (Water Quality) Regulations , SI 2010 No 944 as amended, which apply to water undertakers whose area of supply is wholly or mainly in Wales. These Regulations specify the standards used to define wholesomeness of drinking water, the level of monitoring required, treatment requirements, reporting requirements and also specify the requirements for using approved substances and products. The DWI enforces these regulations.

Water undertaker: A company appointed under the WIA91 to provide water services to a defined geographic area and which owns the supply system and other infrastructure.

Wholesale supplies: Supply of water to a licensee by a water undertaker for the purposes of retail by the licensee to its customer's premises.

Appendix 1: Confidentiality & Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement is made and entered into this [date] by and between Severn Trent Water Ltd (registered no. 2366686) a statutory water undertaker whose principal place of business is Severn Trent Centre, PO Box 5309, Coventry, CV3 9FH, and [LWS name] (registered no. [LWS registration number]) a licensed water supplier or expected licensed water supplier whose principal place of business is [LWS address].

BACKGROUND:

A. STW and LWS wish to hold discussions and exchange information regarding LWS' potential access to STW's network for the purposes of supplying or potentially supplying eligible customers within the STW's area of appointment.

B. By virtue of Condition 'R' and Standard Licence Condition 2 imposed or expected to be imposed upon them, STW and LWS respectively, must not use or disclose information exchanged between them inappropriately.

C. In pursuing discussions further to the Permitted Purpose, STW and LWS may each disclose to the other certain technical, business and other commercially sensitive information. Accordingly, each party desires that such information be kept confidential in accordance with their obligations in B. above, and the terms and conditions of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. In this Agreement:
   a. 'Agreement' shall mean this Confidentiality and Non-Disclosure Agreement;
   b. 'Confidential Information' shall (subject to clause 4) collectively mean any and all information, materials or data received by a party (the 'Receiving Party') from the other party (the 'Disclosing Party') or by a third party on behalf of the Disclosing Party including commercial, financial, marketing, technical, environmental, or other information, materials or data of whatever nature relating to the Disclosing Party or to the Disclosing Party's business or affairs (including data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information including those concerning the Permitted Purpose in any form or medium whether disclosed in writing or by any other means. For the avoidance of doubt any reproductions of Confidential Information, in any form or medium or whether in whole or in part, shall constitute Confidential Information;
   c. 'Effective Date' shall mean the date written in the first paragraph above;
   d. 'including' shall mean including but not limited to;
   e. 'LWS' shall mean [LWS name] as further particularised in the first paragraph above;
   f. 'party' shall mean either STW or LWS and 'parties' shall mean both STW and LWS;
   g. 'Permitted Purpose' shall have the meaning attributed to it in paragraph 'A' above; and
   h. 'STW' shall mean Severn Trent Water Ltd. as further particularised in the first paragraph above.

2. All the Confidential Information received by the Receiving Party from the Disclosing Party shall be held in the strictest of confidence by the Receiving Party.

3. In respect of the Confidential Information, the Receiving Party hereby undertakes:
   a. to treat Confidential Information as being confidential and proprietary to the Disclosing Party by using the same degree of care, but in any case no less than a reasonable

degree of care, to prevent unauthorised use, dissemination or publication thereof, as it uses to protect its own confidential information of a similar nature;

b. not to use the Confidential Information for any purpose whatsoever other than for the Permitted Purpose and, when so doing, to do so only to the minimum extent necessary to discharge its duties and dealings;
c. only to disclose the Confidential Information to those of its employees and contractors to whom disclosure is necessary and then only on the understanding and undertaking that such employees and contractors are themselves subject to obligations to keep the Confidential Information confidential;
d. not to disclose the Confidential Information to any third party without prior written consent of the Disclosing Party; provided that in the case of any third party engaged by LWS to advise it in connection with the Permitted Purpose no prior written consent shall be necessary provided that STW is notified of the name and role of the third party and said third party is bound by similar obligations to those contained in this Agreement to keep the Confidential Information confidential; and
e. not at any time, other than to the minimum extent that is necessary for the Permitted Purpose, to make copies of or reduce the Confidential Information to any electronic form or to store it in a database or other electronic media. If the Confidential Information is copied, reduced or reproduced in whole or in part, the reproduction shall carry a proprietary notice or legend similar to that which appears on the original form of Confidential Information.

4. The obligations of this Agreement shall not apply to information which:
   a. is or becomes available to the public, other than by means of a breach of this Agreement;
   b. is required by law (including judicial orders and governmental regulation) to be disclosed;
   c. is lawfully obtained from a third party without restriction and without breach of this Agreement;
   d. the Receiving Party can demonstrate, by evidence, was already known to it at the time it was disclosed;
   e. the Receiving Party reasonably shares with or communicates to the relevant sewerage undertaker in order to comply with its obligations as a water undertaker or licensed water supplier (as the case may be); or
   f. the Disclosing Party agrees in writing may be disclosed.

5. Should the Receiving Party be faced with legal action or a legal requirement (including the Environmental Information Regulations 2004 or other government regulations) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall as soon as reasonably practicable notify the Disclosing Party. Except in connection with a failure to so notify the Disclosing Party, the Receiving Party shall assume no liability in damages or otherwise for any disclosure of Confidential Information pursuant to a judicial or government regulation.

6. The obligations contained in this Agreement, including those at clauses 2 and 3, shall not terminate unless this Agreement is superseded by a separate, written commercial agreement between the parties containing confidentiality obligations no less protective of the Disclosing Party's interests than are contained herein.

7. At any time during the term of this Agreement, at the written request of the Disclosing Party and/or forthwith upon any termination of this Agreement, the Receiving Party shall:-
   a. promptly return all Confidential Information to the Disclosing party including all and any copies thereof;
   b. permanently erase all Confidential Information to the Disclosing Party from any computer or similar device into which it was incorporated and certify that such copies have been permanently destroyed;
   c. destroy all notes, analyses or memoranda containing Confidential Information of the Disclosing Party; and/or
   d. certify in writing to the Disclosing Party that the above actions have been taken

   provided that any such return or destruction of Confidential Information shall not release either party from any other obligations under this Agreement.

8.
   a. Any breach of this Agreement by the Receiving Party's employees or contractors shall be deemed a breach of this Agreement by the Receiving Party.
   b. Each party acknowledges that any breach by it of this Agreement is likely to result in extensive loss and damage to the other (including without limitation loss of profit or opportunity) and that, as well as damages, an injunction would be an appropriate remedy for the Disclosing Party in the event of such breach.
   c. If either party becomes aware of any breach of this Agreement, it shall forthwith notify the other in writing thereof, giving all available details, and the Receiving Party shall, at its own cost and at the Disclosing Party's direction, take such steps as the Disclosing Party may reasonably decide to minimise the loss which the Disclosing Party may otherwise suffer as a result of such breach.

9. This Agreement shall not constitute any representation, warranty or guarantee to the Receiving Party by the Disclosing Party with respect to the suitability of any Confidential Information or any part thereof for any purpose, provided always that any material errors or material omissions in the Confidential Information which are identified by the Disclosing Party shall be communicated to the Receiving Party by the Disclosing Party as soon as such errors or omissions are so identified.

10. This Agreement in no way constitutes a licence to use the Confidential Information, and does not oblige either party to enter in to future agreements with any other party.

11. Any notice to be given by either party under this Agreement shall be sent by email to:-

    LWS [details]

    STW WMU@severntrent.co.uk

    No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any right, power or privilege hereunder or otherwise.

12. This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

13. This Agreement shall be governed in all aspects by English Law.

14. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their respective representatives, duly authorised.

15. If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity and/or unenforceability shall not affect the enforceability of any remaining provisions of the Agreement.

16. Nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

17. This Agreement represents the entire understanding and obligations of the parties with respect to the subject matter of this Agreement and it supersede all prior agreements or understandings pertaining to confidentiality of the Confidential Information whether written or oral.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives as of the Effective date.

SEVERN TRENT WATER LTD	[LWS name]
Signed:……..	Signed:……...
Print Name:……...	Print Name:…….....
Title:…….	Title:……..
Dated:……...	Dated:……

Appendix 2: Quality monitoring and reporting

Licensee Notification to Severn Trent Water of Events, Exceptions, Incidents, and Operational Changes.

General

To ensure that appropriate monitoring is undertaken and the relevant external contacts are made, it is essential that Severn Trent Water is informed of quality related issues subject to the agreed contact procedures.

The Water Supply (Water Quality)(Amendment) Regulations 2018, requires undertakers to notify the DWI of any incidents when a prescribed concentration value is likely to exceed, be exceeded, or is likely to lead to a widespread event or incident. The exact definitions when these apply can be found on the DWI website. and by the information letters listed below.

- I/L 11/2004 Information requirements following notification of an exceedance of a regulatory standard.
- I/L 12/2004 Guidance on notification of events.

If regulatory monitoring for cryptosporidium is also required then the separate guidance given in the information letter, shown below, should be followed.

- I/L 14/2004 Revised DWI guidance on Cryptosporidium anomaly reporting.

Licensees are and shall be required to comply with the related standards issued from time to time by Severn Trent Water's with respect to quality monitoring and reporting.

Table 5 External Exception Reporting Requirements (below):

	Possible STW External Reporting Requirements		
Exception	**DWI**	**HPA**	**LA**
Microbiological			
Presumptive coliform from supplying WTW or **Confirmed Coliform** • Supplying WTW • Upstream DSR • Repeat detections within the upstream distribution system or significant breach at customer tap that it not linked to internal plumbing and linked to a deterioration in WQ	Verbal & 72 hr Report	Notification	Notification
Presumptive E.coli • Supplying WTW • Upstream DSR **Confirmed E. coli** • Supplying WTW • Upstream DSR • Repeat detections within the upstream distribution system or breach at customer tap that it not linked to internal plumbing and linked to a deterioration in WQ	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification
Presumptive Enterococci • Supplying WTW • DSR **Confirmed Enterococci** • Supplying WTW • Upstream DSR • Repeat detections within the upstream distribution system or significant breach at customer tap that it not linked to internal plumbing and	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification

linked to a deterioration in WQ			
<u>Presumptive Clostridium Perfringens</u> • Supplying WTW • DSR **<u>Confirmed Clostridium Perfringens</u>** • Supplying WTW • Upstream DSR • Repeat detections within the upstream distribution system or significant breach at customer tap that it not linked to internal plumbing and linked to a deterioration in WQ	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification
<u>Cryptosporidium Oocyst and Amorphous Boldies</u> • Any positive detection and the supplying WTW or within distribution • A significant increase in raw water challenge	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification
Chemical and trace organics			
Any PCV breach that may impact the supply (i.e. supplying WTW, recurrent issued within the system upstream of the supply)	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification
Biological parameters			
Any detection of aquatic organisms are found in such numbers that customers in the supply system associated with the bulk supply have or are likely to report aesthetic issues. • Algae • Fly larvae (Chironomid) • Crustecea (Gammarus etc)	Verbal & 72 hr Report	Advice to Customers Incident Team	Notification
Water Quality Events			

Any Water Quality event as defined by DWI reporting triggers at the supplying WTW or within the supply system associated with the supply that is likely to impact Water Quality or quantity supplied	Verbal & 72 hr Report	Advice to Customers Incident Team/ Outbreak Control Team	Notification

Appendix 3: Combined access agreement

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SCHEDULE 1 - ENTRY POINT
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COMBINED SUPPLY AGREEMENT

THIS AGREEMENT dated _____, 20__

Between:

(1) LWS _____

Company Number: _____

Registered office: _____

[Include LWS licence reference]

(2) STW SEVERN TRENT WATER LIMITED
Company Number: 2366686
Severn Trent Centre,
PO Box 5309,
Coventry, CV3 9FH

RECITALS:

A. STW is the statutory Water Undertaker for the relevant geographical area pertaining to this Agreement and provides a range of water services, including, among other things, the treatment of raw water and the distribution and supply of drinking water to its customers.

B. LWS is a Licensed Water Supplier under the Act.

C. STW has produced and published a Network Access Code.

D. LWS wishes to introduce and STW wishes to accept water into STW's Network and to be provided with, and STW wishes to supply, water to the LWS Customer.

E. The Parties wish to agree the terms and conditions of the introduction and supply of water in this Combined Supply Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:-

the Act	The Water Industry Act 1991 as amended from time to time
Access Charge	Shall have the meaning given in clause 22.2
Actual Annual Volume	The volume of water actually supplied to the Premises in a Charging Year either under this Agreement or other supply arrangements
Adjustment	Means any one of the following; Combined Fixed Adjustment. Combined Variable Adjustment, Wholesale Fixed Adjustment, Wholesale Variable Adjustment
Affiliate	Any holding company or subsidiary company of a Party or any company which is a subsidiary of such a holding company and the expressions “holding company” and “subsidiary“ shall have the meanings specified in Section 736 of the Companies Act 1985 as amended from time to time
Agreement	This Combined Supply Agreement, including its Schedules
Applicable Days	Shall have the meaning given in clause 22.26.1
Approved Status	Means water may subject to clause 5.6 be input by LWS at the Entry Point
Average Daily Consumption	Shall have the meaning given in clause 22.12
Base Adjustment	Means any one of the following; Base Combined Fixed Adjustment, Base Combined Variable Adjustment, Base Wholesale Fixed Adjustment, Base Wholesale Variable Adjustment
Base Combined Fixed Adjustment	Is the base combined fixed adjustment detailed in Schedule 2
Base Combined Variable Adjustment	Is the base combined variable adjustment detailed in Schedule 2

Base Wholesale Fixed Adjustment	Is the base wholesale fixed adjustment detailed in Schedule 2
Base Wholesale Variable Adjustment	Is the base wholesale variable adjustment detailed in Schedule 2
Chairman	The Chairman of the Water Services Regulation Authority or any successor thereof
Charges	The charges levied by STW as set out in this Agreement
Charging Year	The period from 1st April to 31st March inclusive
Combined Discount Payment	Shall have the meaning given in clause 9.7
Combined Fixed Adjustment	Shall have the meaning given in clause 22.7
Combined Quantity	Shall have the meaning given in clause 22.16.3
Combined Variable Adjustment	Shall have the meaning given in clause 22.8
Competent Authority	The Water Services Regulation Authority or any local, national or supra-national agency, authority, department, inspectorate, minister, official court, tribunal or public or statutory person of the United Kingdom or the European Union which has jurisdiction over STW or LWS or the subject of this Agreement
Confidential Information	Shall have the meaning given in clause 30.1
Customer Transfer Protocol	The customer transfer protocol published by Ofwat as amended from time to time
Daily Input Quantity	Shall have the meaning given in clause 7.13
Day	One (1) calendar day
Deployable Output	The output of a commissioned water supply source, group of sources or bulk supply as constrained by abstraction licence if applicable, environment, treatment, raw water mains and/or aquifers, pumping plant and/or well aquifer properties, transfer and/or output main, water quality

Designation	The classification of the Premises as recorded in Schedule 2 being; Standard Supply Premises, Standby Supply Premises or Interruptible Supply Premises and Designated shall be construed accordingly
Disclosing Party	Shall have the meaning given in clause 30.1
Drought Plans	STW's plans of how during a period of drought it will continue to discharge is duties to supply adequate quantities of Wholesome Water with as little recourse as possible to drought orders or drought permits under Chapter 3 Part 2 Water Resources Act 1991
Due Date	The date on which payment of a Monthly Bill must be made by LWS to STW
Emergency	Any occurrence which will or may affect the ability of either Party to physically perform its obligations under this Agreement
Entry Point	The controlling stop valve being the point on the Network where LWS is permitted to input water into the Network which is more particularly described in Schedule 1
Entry Point Meter	The meter owned and operated by LWS which shall record the volume of water entering the Network at the Entry Point which meter shall be deemed to be subject to the provisions of The Measuring Equipment (Cold – water) Regulations 1988
Entry Specification	Shall have the meaning given in clause 4.2
Estimated Read	A meter reading estimated by STW in accordance with the provisions of clause 16.8
Event	Shall have the meaning given in clause 21.1.1
Exit Points	The controlling stop valves being the points on the Network where LWS is permitted to draw off an agreed water supply to the Premises

Financial Guarantee	The form of financial security required by STW which shall include parent company guarantees, bank bonds and prepayment
Force Majeure	Any act of God, strike, lockout or other industrial disturbance or dispute (other than one affecting only the Party in question or its parent company or other companies in its group or otherwise associated with it), war, threat of war, act of terrorism, blockade, revolution, riot, civil commotion, public demonstration, sabotage, act of vandalism, earthquake or any other event or circumstance which is beyond the reasonable control of the Party in question to the extent that it causes or results in an inability to perform obligations under this Agreement
Forecast Annual Volume	The volume of water which STW believe will be supplied to the Premises as Designated in a Charging Year either under this Agreement or other supply arrangements determined as if STW were making such a determination under the Scheme of Charges as a supplier to the Premises but taking into account the Peak Notified Volume and the Off Peak Notified Volume
Full Season Charge	Shall have the meaning given in clause 22.4
Full Season Excess	Shall have the meaning given in clause 22.4
GSS	The Guaranteed Standards Scheme as laid down by the Government and monitored by the Director
Incident	Shall have the meaning given in clause 21.1.2
Including	Including but not limited to
Input Quantities	Shall have the meaning given in clause 22.16
Input Requirements	Shall have the meaning given in clause 9.2
Input Rules	The rules governing the Input Signal as detailed in Schedule 1
Input Signal	Shall have the meaning given in clause 5.5

Intellectual Property	All patents, trade marks, service marks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, registrable business names and all other intellectual property rights of a similar character in any part of the world (whether or not the same are registered or capable of registration) and all applications and rights to apply for protection of any of the same
Interruptible Supply Premises	Premises which if supplied with water by STW would be entitled to receive an ECO 250 plus interruptible supply under the Scheme of Charges and which LWS has chosen to Designate as such in Schedule 2 and which will be subject to the provisions of clause 19
Legal Requirement	Any Act of Parliament, regulations, licence or directive of a Competent Authority
LWS Customer	The person being provided with a supply of water in accordance with this Agreement
Maximum Downward Rate of Change of Flow Rate	The maximum downward rate of change of flow rate detailed in Schedule 1
Maximum Downward Rate of Change of Pressure	The maximum downward rate of pressure change detailed in Schedule 1
Maximum Entry Point Flow Rate	The maximum flow rate of water at the Entry Point detailed in Schedule 1
Maximum Entry Point Pressure	The maximum pressure of water at the Entry Point detailed in Schedule 1
Maximum Upward Rate of Change of Flow Rate	The maximum upward rate of change of flow rate detailed in Schedule 1
Maximum Upward Rate of Change of Pressure	The maximum upward rate of change of pressure detailed in Schedule 1
Measured Supplies	Water supplied to the LWS Customer through a STW Meter
Minimum Entry Point Flow Rate	The minimum flow rate of water at the Entry Point as detailed in Schedule 1
Minimum Water Pressure	Shall have the meaning given in clause 11.2
Month	One (1) calendar month

Monthly Bill	The bill provided by STW to LWS in accordance with clause 23.2
Monthly Billing Period	Shall have the meaning given in clause 16.9
Network	The water distribution network owned or vested in and operated by STW for the conveyance of water through relevant pipes and accessories as defined in the Act and service reservoirs for raw and potable water owned by or vested in STW, and the physical means by which water is transported which is authorised by the STW Authorisation
Notified Input Volumes	The volumes detailed in Schedule 1 being the volumes to be input at the Entry Point in the Peak Period and Off Peak Period respectively in respect of a Charging Year
Off Peak Notified Volume	Means in respect of the Premises and a Charging Year: The volume of water established in accordance with clause 13.3 or clause 13.5; or If the Premises are designated as Standby Wholesale Supply Premises in respect of the Charging Year in which the Transfer Date falls the maximum volume of water required during the Off Peak Period in that Charging Year as notified or established under the immediately preceding supply arrangements, provided that if the Transfer Date is the 1st April the Off Peak Notified Volume shall be established in accordance with the application process prior to completing Schedule 2; or If the Premises change Designation to Standby Wholesale Supply Premises the volume of water established in accordance with clause 13.7
Off Peak Period	The Months of April, October, November, December, January, February and March in any Charging Year
On-line Flow Rate Measurement Equipment	Shall have the meaning given in clause 4.9

On-line Pressure Measurement Equipment	Shall have the meaning given in clause 8.3
On-line Quality Measurement Equipment	Shall have the meaning given in clause 4.9
Outage	A temporary loss of Deployable Output
Output Quantity	Shall have the meaning given in clause 22.16.2
Part Season Excess	Shall have the meaning given in clause 22.4
Party	STW or LWS and 'the Parties' shall mean STW and LWS
Peak Notified Volume	Means in respect of the Premises and a Charging Year: The volume of water established in accordance with clause 13.3 or clause 13.5; or If the Premises are Designated as Standby Wholesale Supply Premises in respect of the Charging Year in which the Transfer Date falls the maximum volume of water required during the Peak Period in that Charging Year as notified or established under the immediately preceding supply arrangements provided that if the Transfer Date is the 1st April the Peak Notified Volume shall be established in accordance with the application process prior to completing Schedule 2; or If the Premises change Designation to Standby Wholesale Supply Premises the volume of water established in accordance with clause 13.7
Peak Period	The Months of May, June, July, August, and September in any Charging Year
Period	Shall have the meaning given in clause 22.26
Premises	The premises at which a supply of water will be made available by STW in accordance with this Agreement as more particularly described in Schedule 2

Prohibited Status	Means water may not be input by LWS at the Entry Point
Read Window	The period during a Month which shall comprise the first Day of the Month and each subsequent Day up to and including the third Working Day of the Month
Reading Day	Shall have the meaning given in clause 16.2
Receiving Party	Shall have the meaning given in clause 30.1
Reconciliation Amount	Shall have the meaning given in clause 22.22
Retail Charge	Shall have the meaning given in clause 22.3
Required Input Quantity	Means for any Day the Notified Input Volumes for the Season in which the Day falls divided by the number of Days in the Season
Restriction Charge	Shall have the meaning given in clause 9.7.2
Restriction Day	Shall have the meaning given in clause 9.6
Scheme of Charges	The Scheme of Charges published by STW under the provisions of Section 143 of the Act detailing the charges for providing its services as amended from time to time
Season	Either the Peak Period or the Off Peak Period
Season Notified Volume	Means the Peak Notified Volume or the Off Peak Notified Volume as the case may be
Seasonal Adjustment	Means any one of the following: Seasonal Combined Fixed Adjustment, Seasonal Combined Variable Adjustment, Seasonal Wholesale Fixed Adjustment, Seasonal Wholesale Variable Adjustment
Seasonal Combined Fixed Adjustment	Shall have the meaning given in clause 22.18
Seasonal Combined Variable Adjustment	Shall have the meaning given in clause 22.19
Seasonal Wholesale Fixed Adjustment	Shall have the meaning given in clause 22.20

Seasonal Wholesale variable Adjustment	Shall have the meaning given in clause 22.21
Start Date	The date of this Agreement
Standard Supply Premises	Premises which is not an Interruptible Supply Premises or a Standby Supply Premises and which is Designated as Standard Supply Premises in Schedule 2
Standby Supply Premises	Premises which if supplied by STW would receive a standby supply under the Scheme of Charges and which must be Designated as such by the LWS in Schedule 2
STW Appointment	The Instrument of Appointment held by STW as a statutory water undertaker under the terms of the Act
STW Meters	Meters measuring the water supplied to the Premises
STW Network Access Code	The Network Access Code published by STW as amended from time to time
Taxes	Any UK tax, duty, Value Added Tax or impost
Term	The term of this Agreement as more particularly described in clause 2.2
Termination Date	The Day at the end of which this Agreement is terminated
Termination Read	The meter read for a STW Meter in accordance with the Customer Transfer Protocol. The Termination Read shall be deemed to be made at the end of the Termination Date
Tolerance	Means for any Day ten percent (10%) of the Required Input Quantity for that Day
Transfer Date	The date specified in Schedule 2 being the Day on which LWS shall be entitled to commence to provide a supply of water to the Premises in accordance with this Agreement.
Transfer Read	The meter read made for a STW Meter in accordance with the Customer Transfer

	Protocol. The Transfer Read shall be deemed to be made at the start of the Transfer Date.
Unmeasured Supplies	Water supplied to the Premises which is not measured by a STW Meter
Validation Procedures	The procedures adopted by STW to validate the accuracy of meter reads as amended from time to time.
Variance Charge	Shall have the meaning given in clause 5.4
Variance Day	Shall have the meaning given in clause 5.3
Water Resource Plan	STW's long term strategic plans for water resource development as described in Section 37A of the Act
Water Services Regulation Authority	The economic regulator for the water industry in England or Wales or any successor thereof
Water Supply Licence	Shall have the meaning as set out in Section 17A of the Act
Wholesale Fixed Adjustment	Shall have the meaning given in clause 22.9
Wholesale Quantities	Shall have the meaning given in clause 23.16.4
Wholesale Variable Adjustment	Shall have the meaning given in clause 22.10
Wholesome Water	Water which complies with the definition of wholesome water in the Water Supply (Water Quality)(Amendment) Regulations 2018, and which in the reasonable opinion of STW meets the existing requirements of consumers in terms of taste and odour
Working Day	A day other than a Saturday or a Sunday or a public or bank holiday in England

1.2 Words and expressions defined in the Companies Act 1985 (as amended) shall have the same meanings when used in this Agreement unless the context otherwise requires.

2. COMMENCEMENT AND TERM

2.1 [Conditions precedent regarding connection and reinforcement agreement if appropriate.]

2.2 Subject to earlier termination in accordance with clause 29, the term of this Agreement shall be for a period of twenty five (25) years beginning on the Start Date.

2.3 Once both Parties agree the provisions of Schedule 1 and Schedule 2 LWS shall if appropriate initiate the transfer of the potential LWS Customer in accordance with the Customer Transfer Protocol. Pending the successful completion of the Customer Transfer Protocol process the Parties shall have no obligations regarding the input or supply of water under this Agreement.

3. GENERAL OBLIGATIONS

3.1 STW shall perform its obligations hereunder with all due care and diligence and in accordance with Legal Requirements and to those standards which constitute good commercial practice in the water industry, and in accordance with all relevant regulations, codes of practice, statutory guidance or directions issued by any relevant Competent Authority.

3.2 STW shall immediately advise LWS of any material changes to the STW Authorisation and/or any change in status of STW complying with the Legal Requirements in so far as such changes are material to the performance of STW's obligations under this Agreement.

3.3 LWS shall perform its obligations hereunder with all due care and diligence and in accordance with Legal Requirements and to those standards which constitute good commercial practice in the water industry, and in accordance with all relevant regulations, codes of practice, statutory guidance or directions issued by any relevant Competent Authority or notified by STW to LWS.

3.4 LWS shall immediately advise STW of any material changes to its Water Supply Licence and/or any change in status of LWS complying with the Legal Requirements in so far as such changes are material to the performance of LWS's obligations under this Agreement.

3.5 Where LWS breach clauses 4.1, 5.1 or 8.1 then without prejudice to clause 30.1 LWS shall if requested by STW attend a meeting in order to explain and agree the steps which LWS are taking and will take to ensure that such a breach is not repeated.

3.6 If at any time the Scheme of Charges is amended to require customers of STW who would be eligible to be supplied with water under this Agreement to provide Financial Guarantees then this Agreement shall be amended forthwith to state that equivalent Financial Guarantees shall be provided by LWS in respect of the supply of water under this Agreement.

3.7 The Parties hereby agree to be bound by the provisions of the STW Network Access Code detailed in Schedule 3 and hereby incorporate those provisions into this Agreement. In the event of any inconsistencies or conflicts between the provisions of this Agreement and the STW Network Access Code the provisions of this Agreement shall prevail.

ENTRY POINT OBLIGATIONS

4. WATER QUALITY

4.1 All water must at the Entry Point meet the Entry Specification

4.2 'Entry Specification' means:

4.2.1 the standards detailed in theWater Supply (Water Quality)(Amendment) Regulations 2018, taking account of any authorised departure thereto granted to STW and applicable at or near the Entry Point; and

4.2.2 any specific quality levels specified by STW and recorded in Schedule 1, which STW reasonably determines, are required to ensure that Wholesome Water is supplied to consumers, and which STW would require if water input at the Entry Point originated from a source owned or controlled by STW.

4.3 The Entry Specification shall be amended to reflect any revised water quality obligations placed on STW by a Competent Authority.

4.4 STW may from time to time vary the specific quality levels specified in Schedule 1 in order to ensure Wholesome Water continues to be supplied to consumers upon giving LWS notice as follows:

4.4.1 one (1) weeks notice for variations to the levels relating to Chlorine, Fluoride, Phosphate and pH; and

4.4.2 four (4) weeks notice for variations to all other levels.

Provided that STW may only vary the quality levels if it would require such variations if the water input at the Entry Point originated from a source owned or controlled by STW.

4.5 LWS shall advise STW of any breach or likely breach of the Entry Specification as soon as LWS becomes aware that such breach has occurred or is likely to occur.

4.6 Where water at the Entry Point does not comply with the Entry Specification and in STW's reasonable judgment the input of such water would prejudice the supply of Wholesome Water to consumers then STW may:

4.6.1 subject to Clause 4.7, continue to take some or all of the water tendered for input; or

4.6.2 subject to Clause 4.7 refuse to take the water tendered for input.

4.7 LWS shall reimburse STW the reasonable costs directly related to investigating, testing, cleaning, clearing and/or repairing equipment as a result of the water not complying with the Entry Specification.

4.8 LWS shall at its expense install and maintain automatic failsafe devices on the disinfection equipment to the standard specified in Schedule 1 to ensure that water cannot be input at the Entry Point without disinfection.

4.9 LWS shall at its expense install and maintain 'On-line Quality Measurement Equipment' which shall when installed or replaced perform to a standard not less than the performance standards of similar equipment supplied to Severn Trent Water under the terms of the then current version of Severn Trent Water's Relevant Framework Supply Agreement within the Approved Supplier and Commodity Catalogue or such other standards as are proposed by LWS and accepted by STW as fit for purpose.

4.10 On-line Quality Measurement Equipment shall measure continuously the following components or characteristics of the water to be input at the Entry Point:

4.10.1 chlorine and turbidity; and

4.10.2 any other component or characteristic specified in Schedule 1, which STW reasonably determines is required to be monitored to ensure Wholesome Water is supplied to consumers and which STW would require to be monitored if water input at the Entry Point originated from a source owned or controlled by STW.

4.11 LWS shall ensure that the On-line Quality Measurement Equipment is maintained at appropriate intervals such that it continues to perform to the standards specified in clause 4.9.

4.12 LWS shall transmit readings from the On-line Quality Measurement Equipment to STW at the frequency and in the manner specified in Schedule 1.

4.13 LWS shall report to STW any readings which breach the component or characteristic levels specified in Schedule 1 as soon as LWS becomes aware that such breach has occurred.

4.14 LWS shall record and archive for not less than six (6) years readings from the On-line Quality Measurement Equipment.

4.15 LWS shall provide STW with copies of the DWI regulatory return of input water quality as soon as reasonably practicable after submission of the return to DWI.

4.16 LWS shall conduct sampling of water to be input into the Network in accordance with the requirements of the as amended 2007 and the sampling requirements detailed in Schedule 1.

4.17 LWS shall provide STW on request with any sampling data relating to sampling conducted by LWS as soon as reasonably practicable, including but not limited to sampling data not included in the DWI regulatory return and sampling data that has not at the time the request is made been sent to the DWI

4.18 If a material change in the quality of the water to be input at the Entry Point is expected or has occurred (for any reason including but not limited to changes arising from any variation in raw water quality, any failure to maintain the dosing regime of treatment chemicals or any change or by-pass of treatment processes) LWS shall provide STW as soon as it comes to LWS' attention with details of:

4.18.1 the change;

4.18.2 the causes of such change; and

4.18.3 any work conducted or to be conducted to address such change.

4.19 Where the Entry Specification has not been complied with or where STW reasonably believes that the quality of water input is related to an investigation into a water quality problem within the Network STW may by notice require LWS to conduct such sampling as is reasonably required to monitor the quality of water input and provide the sampling data to STW as soon as reasonably practicable.

4.20 LWS shall on reasonable notice provide access for STW to a sampling point for the purposes of enabling STW to take samples of water to be input at the Entry Point.

4.21 LWS shall provide STW on request with its latest cryptosporidium risk assessment relating to water to be input at the Entry Point.

5. INPUT VOLUMES

5.1 LWS shall input on each Day at the Entry Point an amount of water:

5.1.1 not exceeding the Required Input Quantity plus the Tolerance; and

5.1.2 not less than the Required Input Quantity less the Tolerance.

5.2 STW may in respect of any Day give notice to LWS not less than twelve (12) hours from the start of such Day specifying a lesser Tolerance where such lesser tolerance is required in order for STW to fulfil its statutory and contractual obligations. Provided that such lesser Tolerance shall not be less than two percent (2%) of the Required Input Quantity.

5.3 A Day shall be classified as a 'Variance Day' if the quantity of water input at the Entry Point by LWS is:

5.3.1 greater than the Required Input Quantity plus the Tolerance; or

5.3.2 less than the Required Input Quantity less the Tolerance.

5.4 LWS shall pay STW in respect of each Variance Day a 'Variance Charge' determined according to the number of Variance Days in the Month in which the Variance Day falls in accordance with Table 1:

Table 1

Number of Variance Days in Month	Variance Charge per Variance Day
1	£100
2 to 5	£120
5 to 10	£200
> 10	£300

Provided that each sum specified in Table 1 shall on the fifth anniversary of the Start Date and every five (5) years thereafter be increased by twenty five percent (25%) of the relevant sum then payable.

5.5 STW shall transmit a signal the 'Input Signal' to LWS which in accordance with the Input Rules in Schedule 1 will determine at all times during any Day whether water input has either:

5.5.1 Approved Status; or

5.5.2 Prohibited Status.

5.6 At any time that water input has Approved Status LWS may subject to the other terms of this Agreement input water at the Entry Point.

5.7 At any time that water input has Prohibited Status LWS shall ensure that no water is input at the Entry Point.

5.8 STW shall ensure that the aggregate of periods during any Day that water input has Prohibited Status shall not exceed the number of hours specified in Schedule 1.

5.9 Where due to changes in the patterns of supply or demand in the Network or for other reasons the Input Rules become inappropriate for regulating water input at the Entry Point to an extent that STW's ability to fulfil its statutory and contractual obligations may be compromised STW may following discussion with LWS vary the Input Rules on giving LWS one (1) months notice or such longer period as is reasonable in the circumstances.

6. SEASONAL BALANCING

6.1 At the end of each Season the Seasonal Output Quantity shall be deducted from the Seasonal Input Quantity and where the resulting figure is a positive number STW shall pay to LWS a rebate which shall be the lesser of:

6.1.1 R = BCVA x (SIQ – SOUQ); or
6.1.2 R = BCVA x (SIQ x 10%)

Where
R is the rebate payable in £
BCVA is the Base Combined Variable Adjustment in £/cubic metre set out in Schedule 2 as amended in accordance with clause 22.25
SOUQ is the Seasonal Output Quantity
SIQ is the Seasonal Input Quantity

7. INPUT MEASUREMENT

7.1 LWS shall at its expense provide and install at or near the Entry Point and thereafter operate, maintain and renew the Entry Point Meter.

7.2 LWS shall conduct and be responsible for all routine maintenance of the Entry Point Meter.

7.3 LWS shall notify STW as soon as reasonably practicable of LWS becoming aware of problems or potential problems, including maintenance, with the Entry Point Meter which may affect its accurate operation.

7.4 LWS shall ensure that any necessary repairs or maintenance shall be conducted as soon as reasonably practicable.

7.5 Subject to clause 7.10 the register of the Entry Point Meter shall be prima facie evidence of the volume of water input at the Entry Point.

7.6 LWS shall ensure that the Entry Point Meter complies with Legal Requirements.

7.7 The Entry Point Meter shall be validated on an annual basis in accordance with the validation procedures specified in Schedule 1.

7.8. Subject to clause 7.9 STW may at any time request validation of the Entry Point Meter in which case validation shall be carried out as soon as reasonably practicable.

7.9 Where the Entry Point Meter is validated in accordance with clause 7.8 the expenses incurred in removing, examining and replacing the Meter and fixing any substituted meter shall if the Entry Point Meter is found to register accurately or to register inaccurately to a degree not exceeding the limits of error prescribed by the Measuring Equipment (Cold Water Meters) Regulations 1988 be paid by STW otherwise such expenses shall be borne by LWS.

7.10 Where the Entry Point Meter is examined and found inaccurate to a degree exceeding the limits of error prescribed by the Measuring Equipment (Cold Water Meters) Regulations 1988 then:

7.10.1 the Entry Point Meter shall be assumed to have registered inaccurately to one half of the degree so found since the date on which (otherwise than in connection with the examination) the Entry Point Meter was last validated except in a case where it is proved to have begun to register inaccurately as described on some later date; and

7.10.2 the Input Quantities affected by such inaccurate registering shall be recalculated as if the Entry Point Meter had been registering accurately.

7.11 LWS shall keep records of all Entry Point Meter readings for a period of not less than six (6) years and shall on request provide STW with access to such records

7.12 LWS shall read the Entry Point Meter at midnight on each Day.

7.13 LWS shall establish the 'Daily Input Quantity' for each Day being the Entry Point Meter reading at midnight at the end of the Day less the Entry Point Meter reading at midnight at the end of the previous Day

7.14 LWS shall inform STW of the Daily Input Quantity by e-mail sent to WMU@severntrent.co.uk and the readings from which it is derived in respect of each Day within seven (7) hours of the end of such Day

7.15 Without prejudice to clause 7.1 where for any reason a reading is not available for the Entry Point Meter LWS shall make a best estimate of the reading using the information available to it and such estimated reading shall be used in establishing the Daily Input Quantity in accordance with clause 7.13.

7.16 STW shall have the right at its expense to install and maintain data logging equipment on the Entry Point Meter.

8. PRESSURE AND FLOW RATES

8.1 LWS shall at its expense install and maintain equipment to ensure that the water pressure at the Entry Point does not at any time exceed the Maximum Entry Point Pressure

8.2 LWS shall at its expense install and maintain equipment to ensure that the rate of change of water pressure at the Entry Point does not exceed:

8.2.1 for upward changes, the Maximum Upward Rate of Change of Pressure specified in Schedule 1; and

8.2.2 for downward changes, the Maximum Downward Rate of Change of Pressure specified in Schedule 1.

8.3 LWS shall at its expense install and maintain ‘On-line Pressure Measurement Equipment’ which shall when installed or replaced perform to a standard not less than the performance standards of pressure measurement equipment supplied to Severn Trent Water under the terms of the then current version of Severn Trent Water’s Relevant Framework Supply Agreement within the Approved Supplier and Commodity Catalogue or such other standards as are proposed by LWS and accepted by STW as fit for purpose.

8.4 On-line Pressure Measurement Equipment shall measure continuously the pressure and rate of change of pressure of water to be input at the Entry Point.

8.5 LWS shall ensure that the On-line Pressure Measurement Equipment is maintained at appropriate intervals such that it continues to perform to the standards specified in clause 8.3.

8.6 LWS shall transmit readings from the On-line Pressure Measurement Equipment to STW at the frequency and in the manner specified in Schedule 1.

8.7 LWS shall report as soon as reasonably practicable to STW any readings which breach the pressure limitations or rate of change of pressure limitations specified in Schedule 1.

8.8 LWS shall record and archive for not less than six (6) years readings from the On-line Pressure Measurement Equipment.

8.9 LWS shall at its expense install and maintain equipment to ensure that the flow rate of water at the Entry Point does not at any time exceed the Maximum Entry Point Flow Rate specified in Schedule 1

8.10 LWS shall install and maintain equipment to ensure that the rate of change of flow rate at the Entry Point does not exceed:

8.10.1 for upward changes, the Maximum Upward Rate of Change of Flow Rate specified in Schedule 1; and

8.10.2 for downward changes, the Maximum Downward Rate of Change of Flow Rate specified in Schedule 1.

8.11 LWS shall at its expense install and maintain ‘On-line Flow Rate Measurement Equipment’ which shall when installed or replaced perform to a standard not less than the performance standards of flow rate measurement equipment supplied to Severn Trent Water under the terms of the then current version of Severn Trent Water’s Relevant Framework Supply Agreement within the Approved Supplier and Commodity Catalogue or such other standards as are proposed by LWS and accepted by STW as fit for purpose.

8.12 On-line Flow Rate Measurement Equipment shall measure continuously the flow rate and rate of change of flow rate of the water to be input at the Entry Point.

8.13 LWS shall ensure that the On-line Flow Rate Measurement Equipment is maintained at appropriate intervals such that it continues to perform to the standards specified in clause 8.11.

8.14 LWS shall transmit readings from the On-line Flow Rate Measurement Equipment to STW at the frequency and in the manner specified in Schedule 1.

8.15 LWS shall report to STW any readings which breach the flow rate limitations or rate of change of flow rate limitations specified in Schedule 1 as soon as LWS is aware of such readings.

8.16 LWS shall record and archive for not less than six (6) years readings from the On-line Flow Rate Measurement Equipment

9. STW OBLIGATIONS

9.1 STW shall accept water tendered for input at the Entry Point that complies with the Input Requirements

9.2 Input Requirements means:

9.2.1 the Entry Specification;
9.2.2 the pressure and change of pressure requirements of clauses 8.1 and 8.2;
9.2.3 the flow rate and change of flow rate requirements of clauses 8.9 and 8.10;
9.2.4 the quantity requirements of clause 5.1; and
9.2.5 the input of water has Approved Status.

9.3 STW shall not be obliged to accept water tendered for input at the Entry Point:

9.3.1 which does not meet the Entry Specification;
9.3.2 at pressures in excess of the Maximum Entry Point Pressure;
9.3.3 at rates of change of pressure beyond the limits specified in clause 8.2;
9.3.4 at flow rates in excess of the Maximum Entry Point Flow Rate or less than the Minimum Entry Point Flow Rate (other than zero)
9.3.5 at rates of change of flow rate beyond the limits specified in clause 8.10;
9.3.6 where the provisions of clause 20.5 apply;
9.3.7 when the input of water has Prohibited Status; or
9.3.8 in quantities greater or less than the quantity requirements of clause 5.1.

9.4 Where in accordance with clause 9.3 STW is not obliged to accept water tendered for input at the Entry Point STW may:

9.4.1 by notice require LWS to cease input of water forthwith; or
9.4.2 close the STW valve at the Entry Point and for the avoidance of doubt STW shall not be responsible for any damage to any LWS equipment caused by the closing of the valve in accordance with this clause 9.4.2.

9.5 Where the input of water at the Entry Point has ceased in accordance with clause 9.4 STW shall not be obliged to begin to accept water tendered for input again until LWS has demonstrated to the reasonable satisfaction of STW that such water complies with the Input Requirements.

9.6 A ‘Restriction Day’ is a Day on which STW fails to comply with its obligations:

9.6.1 to accept water in accordance with clause 9.1; or
9.6.2 to ensure that the aggregate of periods during any Day that water input has Prohibited Status does not exceed the period specified in Schedule 1.

9.7 STW shall pay LWS in respect of each Restriction Day:

9.7.1 A 'Combined Discount Payment' calculated as follows
CDP = QW x (BCVA – BWVA)

Where
CDP means the Combined Discount Payment in £
QW means quantity of water in cubic metres that STW failed to accept
BCVA means the Base Combined Variable Adjustment
in £/cubic metre set out in Schedule 2 as varied in accordance with clause 22.25
BWVA means the Base Wholesale Variable Adjustment in £/cubic metre set out in Schedule 2 as varied in accordance with clause 22.25
and
9.7.2 A 'Restriction Charge' determined according to the number of Restriction Days in the Month in which the Restriction Day falls in accordance with Table 2:

Table 2

Number of Restriction Days in month	Restriction Charge per Restriction Day
1	£100
2 to 5	£120
5 to 10	£200
> 10	£300

Provided that each sum specified in Table 2 shall on the fifth anniversary of the Start Date and every five (5) years thereafter be increased by twenty five percent (25%) of the relevant sum then payable.

EXIT POINT OBLIGATIONS

10. SUPPLY OBLIGATIONS.

10.1 STW shall supply water to the Premises in the quantities and at the rates demanded subject to physical Network capability and to STW's obligations to meet current and probable future statutory and other contractual obligations.

10.2 The obligation to supply water under clause 10.1 shall not apply in the circumstances specified in clause 18.1

10.3 Where there is an unplanned interruption to the supply of water to the Premises STW shall as soon as reasonably practicable advise LWS:

10.3.1 where an alternative supply of water may be obtained; and
10.3.2 of a telephone number where LWS and the LWS Customer can obtain further information.

10.4 Where there is an unplanned interruption to the supply of water to the LWS Customer that is not restored within twelve (12) hours or where the unplanned interruption is due to a burst or a leak

in a strategic main forty eight (48) hours then if STW would be liable to make a payment under GSS if it were supplying water to the Premises STW shall pay an equivalent amount to LWS..

10.5 The Parties acknowledge that the rates at which water is actually supplied may be different to that implied by the Average Daily Consumption and that the calculation of such Average Daily Consumption is without prejudice to the provisions of clause 10.1.

11. WATER FLOW AND PRESSURE

11.1 STW shall meet its statutory obligations with respect to the hydraulic characteristics, including flow and pressure, of water supplied to the Premises.

11.2 STW shall at all times maintain a minimum water pressure in the communication pipe of seven (7) Metres Static Head, the 'Minimum Water Pressure'.

11.3 STW shall promptly notify LWS where STW becomes aware of any breach of clause 11.1 or clause 11.2 affecting the Premises.

11.4 Where the supply of water to the Premises is affected on two (2) occasions, each lasting one (1) hour or more, in any period of twenty eight (28) Days, because the Minimum Water Pressure is not maintained and STW would be liable to make payment under GSS if it were supplying water to the Premises, then STW shall pay an equivalent amount to LWS.

11.5 A Party shall immediately notify the other Party of any material adverse changes in the flow rate or pressure of the water supplied to the Premises from the Network of which the notifying Party becomes aware.

12. WATER QUALITY

12.1 STW shall meet its statutory obligations with respect to the quality of water supplied to the Premises.

12.2 STW shall promptly notify LWS where STW becomes aware of any breach of clause 12.1 affecting the Premises.

12.3 STW shall reimburse LWS the reasonable costs directly related to investigating, testing and/or repairing equipment performed by LWS or the LWS Customer as a result of STW not complying with clause 12.1

12.4 If STW have to issue to the LWS Customer an official 'boil water' or 'do not drink notice' then STW shall pay LWS twenty five pounds (£25). Provided that if the sum which STW would in such circumstances pay such a customer if it were supplied with water by STW is higher than twenty five pounds (£25) then STW shall pay LWS such higher sum. Provided further that STW shall have no liability under this clause where the cause of the notice is a problem on the private supply pipe of the LWS Customer.

12.5 A Party shall immediately notify the other Party of any material adverse changes in the quality of the water supplied to the Premises from the Network of which the notifying Party becomes aware.

13. SUPPLY VOLUMES AND PREMISES DESIGNATION

13.1 Subject to clause 13.2 LWS shall not later than the commencement of the Charging Year next following the Transfer Date and thereafter not later than the commencement of each Charging Year notify STW of the volumes it expects to be supplied to the Premises in the Peak Period and Off Peak Period respectively in such Charging Year.

13.2 The Season Notified Volumes shall never be less than the Notified Input Volume.

13.3 STW will assess the feasibility of supplying any increased volumes notified pursuant to clause 13.1 and advise LWS accordingly and:

13.3.1 where STW determines that the increased supply is feasible, or the volumes notified are the same or less than the Season Notified Volumes Schedule 2 shall be revised (if necessary) to reflect the volumes notified pursuant to clause 13.1 with effect from the 1st April: or

13.3.2 where STW determines the supply of water is not feasible at the increased volumes notified pursuant to clause 13.1 then the Season Notified Volumes shall continue to apply.

13.4 If the Premises is not a Standby Supply Premises LWS may subject to clause 13.2 give thirty (30) Days notice detailing an intended revision to the Season Notified Volumes applicable for the then current Charging Year.

13.5 STW will assess the feasibility of supplying any increased intended revised volumes notified pursuant to clause 13.4 and advise LWS accordingly and:

13.5.1 where STW determines that the increased supply is feasible or the intended revised volumes are less than the Season Notified Volumes Schedule 2 shall be revised to reflect the volumes notified pursuant to clause 13.4 with effect from the expiry of the thirty (30) Day period; or

13.5.2. where STW determines the supply of water is not feasible at the intended revised volumes notified pursuant to clause 13.4 then the Season Notified Volumes shall continue to apply.

13.6 Where there is a change in the status of the Premises such that the supply of water to the Premises would be designated a standby supply if supplied by STW under the Scheme of Charges then:

13.6.1 LWS shall notify STW of the change in status and shall specify for the period between the date on which the change in status occurs and the end of the Charging Year the maximum volumes of water required in the Peak Period and/or the Off Peak Period; and

13.6.2 not withstanding any failure by LWS to give the requisite notice in accordance with clause 13.6.1 the Premises shall be designated as a Standby Supply Premises with effect from the date on which the change in status occurred and Schedule 2 shall be amended accordingly.

13.7 STW will assess the feasibility of supplying the maximum volumes specified pursuant to clause 13.6.1 and advise LWS accordingly and:

13.7.1 where STW determines that the supply of the specified maximum volumes is feasible then such maximum volumes shall be deemed to be the Peak Notified Volume and the Off Peak Notified Volume as appropriate and Schedule 2 shall be amended accordingly; or

13.7.2 where STW determines that the supply of the specified maximum volumes is not feasible the Peak Notified Volume and/or the Off Peak Notified Volume shall be specified by STW and shall be the maximum volumes that can be made available in accordance with clause 10.1 and Schedule 2 shall be amended accordingly.

13.8 Following any change to the Season Notified Volumes pursuant to the foregoing clauses of this clause 13 STW shall reassess the relevant Forecast Annual Volumes and Schedule 2 shall be amended accordingly.

13.9 Where there is a change in the status of the Premises such that the supply of water to the Premises would no longer be designated a standby supply if supplied by STW under the Scheme of Charges then LWS may apply to have the Premises Designated as Standard Supply Premises with effect from the next 1st April and Schedule 2 shall be amended accordingly with effect from that date.

13.10 If the Premises is a Standard Supply Premises LWS may apply for the Premises to be Designated as Interruptible Supply Premises from the next 1st April and provided the Premises would be supplied with water on an interruptible basis if supplied by STW under the Scheme of Charges then Schedule 2 shall be amended to record the Designation of Interruptible Supply Premises with effect from that date.

13.11 If the Premises is an Interruptible Supply Premises LWS may apply for the Premises to be designated as Standard Supply Premises from the next 1st April and Schedule 2 shall be amended accordingly with effect from that date.

14 NETWORK PROTECTION

14.1 LWS shall at all times act and conduct its business and shall ensure that the LWS Customer conducts its businesses in such a manner as to not prejudice the Network, the flow pressure or hydraulic stability of water in the Network, nor the ability of STW to supply Wholesome Water from the Network.

14.2 LWS shall promptly notify STW where LWS becomes aware of any breach of clause 14.1.

14.3 LWS shall reimburse STW reasonable costs related to investigating, testing and/or rectification performed by STW as a result of LWS or the LWS Customer failing to comply with clause 14.1.

15. METER OWNERSHIP INSTALLATION AND MAINTENANCE

15.1 STW shall at its expense provide and install at or near the Exit Points and thereafter operate, maintain and renew STW Meters.

15.2 LWS shall provide to STW free of charge such sites for the installation of STW Meters and associated facilities for their operation as STW may reasonably require.

15.3 LWS shall at its expense provide and maintain such protection for the STW Meters as STW may reasonably require.

15.4 STW may provide and install telemetry or other flow management devices at Exit Points as it, in its sole discretion, deems desirable. STW shall bear the costs of installing and operating the telemetry or other flow management devices.

15.5 LWS shall ensure that no seal incorporated into the STW Meters shall be broken. In the event that any such seal is broken LWS shall promptly inform STW of the time and date on which the seal was broken.

15.6 STW Meters are and remain the sole property of STW.

15.7 LWS shall not attach any external device to STW Meters nor otherwise tamper, alter or adapt STW Meters without the express written permission of STW.

15.8 STW shall conduct and be responsible for all routine maintenance of STW Meters.

15.9 STW shall have the right of access at all times and for all purposes connected with this Agreement without charge to the STW Meters and any telemetry or other flow management devices on the Premises. LWS shall ensure such access and shall further ensure that access may be obtained safely at all times.

15.10 LWS shall notify STW within five (5) Days of LWS becoming aware of problems or potential problems, including maintenance, with any STW Meters which may affect their accurate operation.

15.11 Within five (5) additional Days of being so notified, STW shall perform an initial assessment of the STW Meter. Any necessary repairs or maintenance shall be conducted within a further ten (10) Working Days.

15.12 STW shall ensure that each STW Meter complies with Legal Requirements.

15.13 STW may, in its sole discretion, inspect any STW Meters to confirm the accuracy of their measurement, provided STW provides reasonable notice to LWS of any proposed inspection.

15.14 Subject to clause 15.15.1 the register of any STW Meter shall be prima facie evidence of the volume of water supplied through that STW Meter in accordance with this Agreement.

15.15 Where a STW Meter is examined and found inaccurate to a degree exceeding the limits of error prescribed by the Measuring Equipment (Cold Water Meters) Regulations 1988 then:

15.15.1 the STW Meter shall be assumed to have registered inaccurately to the degree so found since the penultimate date on which (otherwise than in connection with the examination) the STW Meter was read except in a case where it is proved to have begun to register inaccurately as described on some later date; and

15.15.2 the Average Daily Consumption affected by such inaccurate registering shall be recalculated as if the STW Meter had been registering accurately.

15.16 Where any STW Meter is removed for the purpose of being examined in accordance with this clause 15 the expenses incurred in removing, examining and replacing the STW Meter and fixing any substituted STW Meter shall, if the examination is made at the request of LWS and the STW Meter is found to register accurately or to register inaccurately to a degree not exceeding the limits of error prescribed by the Measuring Equipment (Cold Water Meters) Regulations 1988 be paid by LWS otherwise such expenses shall be paid by STW.

15.17 The examination of any STW Meter under the provisions of this clause 15 shall be conducted by a suitably qualified person or organisation.

16 METER READING

16.1 Meter reads for all STW Meters detailed in Schedule 2 shall be made by LWS on the same Reading Day.

16.2 'Reading Days' shall comprise a Day within the Read Window in each Month, commencing with the Month following that in which the Transfer Date falls and each subsequent Month up to and including the Month in which the supply of water under this Agreement is terminated.

16.3 LWS shall also record the following information relating to each STW Meter if applicable:

16.3.1 whether the STW Meter is stopped;
16.3.2 any damage to the STW Meter;
16.3.3 any inability by LWS to read a STW Meter together with an explanation for such inability; and
16.3.4 such other information as STW may from time to time reasonably specify.

16.4 Meter reads made within a Read Window, the date of the Reading Day and other information recorded in accordance with clause 16.3 shall be communicated to STW by email as arranged to be received no later than the Day following the Day on which the STW Meters were read.

16.5 Emails sent in accordance with clause 16.4 shall be completed in such format as specified by STW from time to time.

16.6 STW will apply Validation Procedures to meter reads made in accordance with clause 16.1 and communicated in accordance with clause 16.4 and where a potentially erroneous meter read is identified STW may, in its sole discretion, either:

16.6.1 make an Estimated Read in accordance with clause 16.8; or
16.6.2 notify LWS and where LWS in response makes new meter reads in respect of all STW Meters and communicates these to STW in accordance with clause 16.4 within two (2) Working Days of such notice, and then STW will apply the Validation Procedures to the new meter reads.

16.7 Where some or all of the meter reads are not made in accordance with clause 16.1 or are not communicated to STW in accordance with clause 16.4 then STW may:
16.7.1 deem a Reading Day within the Read Window; and

16.7.2 make Estimated Reads for any or all of such STW Meters in accordance with clause 16.8.

16.8 Where the terms of this Agreement provide for STW to estimate a meter read it shall make an 'Estimated Read' using the information available to it including:

16.8.1 the average daily quantity of water supplied through the relevant meter:
(i) during the same Month in the previous year;
(ii) during the period from the most recent 1st April to the date of the most recent validated meter read;
(iii) during the period from the last 1st May or the last 1st October (whichever is the most recent) to the date of the most recent validated meter read; and

16.8.2 meter reads for the relevant STW Meter made closest in time to the Day in respect of which the Estimated Read is being made.

16.9 Subject to clause 16.10 Monthly Billing Period means for any Month a period of Days commencing at the end of the Reading Day in such Month and ending at the end of the Reading Day in the following Month.

16.10 The first Monthly Billing Period shall be the period commencing at the start of the Transfer Date and ending at the end of the next following Meter Reading Day and the final Monthly Billing Period shall be the period commencing at the end of the Reading Day immediately preceding the Termination Date and ending at the end of the Termination Date.
16.11 The Opening Read for any STW Meter for any Monthly Billing Period means the meter read made on the Reading Day at the end of which the Monthly Billing Period starts (or if applicable the Estimated Read for such Day). Provided that the Opening Read for the first Monthly Billing Period shall be the Transfer Read.

16.12 The Closing Read for any STW Meter for any Monthly Billing Period means the meter read made on the Reading Day at the end of which the Monthly Billing Period ends (or if applicable the Estimated Read for such Day). Provided that the Closing Read for the final Monthly Billing Period shall be the Termination Read.

17 CUSTOMER CONTACT ARRANGEMENTS

17.1 LWS shall be the principal contact for the LWS Customer with respect to general enquiries and complaints.

17.2 LWS shall be solely responsible for all contact with the LWS Customer with respect to all aspects of meter reading on the Premises.

17.3 LWS shall be solely responsible for all contact with the LWS Customer with respect to billing and collection of debts owed by the LWS Customer to LWS.

17.4 Where STW is the sewerage undertaker STW shall be solely responsible for all contact with the LWS Customer with respect to sewerage related queries.

17.5 With the exception of complaints arising from equipment or other assets owned by STW, LWS shall be solely responsible for all contact and liaison with the LWS Customer with respect to

complaints made by the LWS Customer in relation to customer meter readings, billing and debt collection, and operational issues. Where the LWS Customer's complaint arises from equipment or other assets owned by STW, LWS shall notify STW of the complaint and provide all reasonable information and assistance requested by STW to enable STW to investigate and resolve the complaint.

17.6 Where LWS has requested STW to investigate a Network problem or a potential Network problem, LWS shall be solely responsible for communicating the results and desired actions, if appropriate, with the LWS Customer.

17.7 In the event of the LWS Customer contacting STW or LWS erroneously, the contacted Party shall provide the LWS Customer with the appropriate contact details for the other Party as notified in accordance with clause 31

18. DISCONNECTION OF LWS CUSTOMER

18.1 STW may disconnect the supply of water to the LWS Customer during planned maintenance work where notice has been given to LWS and/or the LWS Customer and without prior notice during an emergency or unplanned works where it is necessary to interrupt or disconnect the supply for operational reasons.

18.2 STW shall not disconnect the supply of water to the LWS Customer as a result of any default of payment by LWS while this Agreement remains in force.

18.3 STW shall only disconnect the supply of water to the LWS Customer at the request of LWS where the request for disconnection is made in writing and supported by a written request from the LWS Customer.

18.4 LWS shall not use STW apparatus including any stop tap or valve to effect the disconnection of the LWS Customer unless disconnection is reasonably required in the event of an emergency provided that in the event of any disconnection made by LWS (for any reason) LWS shall immediately notify STW.

18.5 LWS shall pay STW's reasonable costs for effecting disconnections carried out by STW at LWS' request.

19 INTERRUPTIBLE SUPPLY PREMISES

19.1 STW may interrupt the supply of water where the Premises is an Interruptible Supply Premises.

19.2 Without prejudice to clause 19.1 STW will give at least twelve (12) hours notice to LWS before the commencement of a supply interruption. Supply interruptions may occur for a period not exceeding twenty four (24) hours at any time or times (whether on a specified Day or Days or on a particular Day or Days of the week) save that successive interruptions will not occur for consecutive twenty four (24) hour periods.

19.3 During a supply interruption no water will be supplied and LWS shall ensure that the LWS Customer does not take a supply of water other than for fire fighting or other such emergency purposes.

19.4 If LWS gives not less than one (1) Month's notice to STW of the date of the LWS Customer's annual programme of planned maintenance upon its storage facilities, STW will use its best endeavours not to interrupt the supply during such maintenance programme.

19.5 LWS shall ensure that STW shall be entitled to enter the Premises without notice during a supply interruption and for a period of up to twenty four (24) hours thereafter in order to verify that the LWS Customer is complying with a supply interruption notice.

19.6 STW shall be entitled to restrict the rate of flow of water to the Premises to the rate specified in Schedule 2 for a period of twenty four (24) hours after the end of a supply interruption period and shall be entitled to require the installation by LWS (at LWS' expense) of such measurement and flow restriction apparatus and in such a location as STW reasonably considers appropriate.

19.7 If the LWS Customer fails at any time to comply with a supply interruption notice served on LWS in accordance with clause 19.2 or STW is unable to obtain access to the Premises in accordance with clause 19.5, then with effect from the 1st April preceding such event the Premises shall be deemed to have been a Standard Supply Premises and Schedule 2 shall be amended accordingly and the Charges payable in accordance with clause 22 recalculated taking into account such new Designation.

20 MAINTENANCE

20.1 Every six (6) Months commencing in the Month following the Month in which the Start Date occurs the Parties shall exchange their maintenance plans for the following twelve (12) Months in respect of maintenance work which will affect the input and supply of water at the Entry Point and Exit Point respectively and shall then meet to agree a maintenance programme which minimises in so far as is reasonably practicable any operational conflicts or disruption to the other Party or the LWS Customer.

20.2 Each Party shall advise the other as soon as reasonably possible of any change to the agreed maintenance programme and shall again endeavour to minimise in so far as reasonably possible any operational conflicts or disruption.

20.3 LWS shall curtail or cease the input of water at the Entry Point if requested to do so by STW for reasons of maintenance.

20.4 LWS shall be relieved from its obligations to input water at the Entry Point in accordance with clause 5.1 to the extent that:

> 20.4.1 the ability of LWS to input water at the Entry Point is affected by maintenance conducted by LWS. Provided that such relief shall be granted only where the maintenance has been notified in accordance with clauses 20.1 and 20.2 if applicable and provided further that LWS shall only be entitled to such relief in respect of a maximum of five (5) Days in any one (1) year; or
> 20.4.2 the ability of LWS to input water at the Entry Point is affected by maintenance conducted by STW on any Day.

20.5 STW shall be afforded relief from its obligations to accept water tendered for input at the Entry Point in accordance with clause 9.1 to the extent that:

20.5.1 the ability of STW to accept water at the Entry Point is affected by maintenance conducted by STW. Provided that such relief shall be granted only where the maintenance has been notified in accordance with clauses 20.1 and 20.2 if applicable and provided further that STW shall only be entitled to such relief in respect of a maximum of five (5) Days in any one (1) year; or

20.5.2 the ability of STW to accept water at the Entry Point is affected by maintenance conducted by the LWS on any Day.

20.6 Where STW intends to interrupt the supply of water to the LWS Customer for more than four (4) hours then:

20.6.1 STW shall give LWS at least forty eight (48) hours notice before it turns off the supply;

20.6.2 where STW fails to give the length of notice specified in clause 20.6.1 then if STW would be liable to make a payment under GSS if it were supplying water to the Premises STW shall pay an equivalent sum to LWS;

20.6.3 STW shall advise LWS when the supply of water will be restored to the Premises; and

20.6.4 where STW fails to restore the supply of water at the time advised in accordance with clause 20.6.3 then if STW would be liable to make a payment under GSS if it were supplying water to the Premises STW shall pay an equivalent to LWS.

20.7 Where it is operationally necessary for a Party to carry out any unplanned maintenance it shall notify the other Party as soon as reasonably practicable and shall keep the other advised as to the likely duration and extent of the work and shall endeavour as much as is reasonably practicable to minimise any operational conflicts or disruption to the other Party or to the LWS Customer if applicable.

21 EMERGENCIES

21.1 When an Emergency occurs or is notified to STW, STW shall determine the severity of the Emergency and categorise it as one of the following:

21.1.1 an ‘Event’, being an occurrence of a non serious routine nature which whilst having the potential to cause some disruption to the Parties obligations under this Agreement is unlikely to have a material impact on them;

21.1.2 an ‘Incident’ being an occurrence which occurs with little warning and which will or may involve serious disruption to the Parties obligations under this Agreement; or

21.1.3 an ‘Emergency’ being an occurrence causing or threatening serious disruption to the Parties obligations under this Agreement and having the likelihood of external agency assistance being required.

21.2 The Parties shall devote such resources to the management and resolution of an Emergency as are commensurate with its categorisation under clause 21.1.

21.3 Each Party shall advise the other as soon as it becomes aware of an Emergency and shall provide the other Party with as much detail as reasonably possible as to the cause, extent and likely duration of the Emergency.

21.4 Each Party shall nominate an emergency contact, available on a twenty four (24) hour basis, which shall be the main point of contact (unless otherwise advised) until the Emergency is resolved:

21.4.1 STW emergency contact
Customer Operations Service Centre
Telephone: 0800 783 4444

21.4.2 LWS emergency contact
Name
Telephone
Email

21.5 The Parties shall fully cooperate to ensure the effective resolution of the Emergency and shall advise each other of the steps being taken to resolve the Emergency and if applicable the details of any provision of alternative supplies.

21.6 LWS shall arrange a point of contact with the LWS Customer to report and liaise on any Emergency.

21.7 Where in accordance withWater Supply (Water Quality)(Amendment) Regulations 2018, STW has notified the relevant local authority, health authority or CC Water of an Emergency that is likely to give rise to a significant health risk and an outbreak control team is formed then LWS shall, if STW reasonably believes that water input at the Entry Point may be connected to the Emergency, make available a competent individual to assist the outbreak control team.

21.8 The Parties shall comply with the Security and Emergency Measures (Water and Sewage Undertakers) Directive 1998, the Security and Emergency Measures (licensed water suppliers) Direction**,** the Security and Emergency Measures (water undertakers) Direction 2006 and the Civil Contingencies Act 2004.

21.9 Following the resolution of an Emergency the Parties shall meet to review the handling of the Emergency and to identify any improvement or changes necessary to prevent the reoccurrence of such an Emergency or to improve the handling of such an Emergency.

21.10 In order to ensure the ability of both Parties to adequately respond to an Emergency both Parties shall participate in simulated Emergency management exercises.

22. CHARGES

22.1 In consideration of the provision of the Services, LWS shall pay to STW the Charges as described, varied and set out in this Agreement.

22.2 A charge in £, the ‘Access Charge’ for the acceptance and supply of water provided under this Agreement shall be calculated in respect of each Monthly Billing Period in accordance with the following provisions of this clause 22.

22.3 A charge in £, the 'Retail Charge' in respect of each Monthly Billing Period shall be calculated which is the charge that STW would calculate if the Premises were supplied with water by STW and charged for in accordance with the Scheme of Charges.

22.4 The information detailed in Schedule 2 shall be used to determine the charges within the Scheme of Charges that are applicable for the calculation of the Retail Charge, including without limitation:

22.4.1 For Measured Supplies:

(i) to Standard Supply Premises the Forecast Annual Volume shall be used to determine whether the charges within the Scheme of Charges associated with the Intermediate, Large User, Standby or other supply shall apply;

(ii) to Standby Supply Premises the charges within the Scheme of Charges associated with standby supply shall apply and the Peak Notified Volume and the Off Peak Notified Volume shall be used to establish the standby supply capacity charges and the Forecast Annual Volume shall be used to establish the standby supply volume charges

Provided that when the Transfer Date or Termination Date occurs the following shall apply:

The p/m^3 capacity charge and the capacity standing charge for the Season in which the Transfer Date and/ or the Termination Date falls shall be:
Full Season Charge x n/n_p

Where:

- Full Season Charge is the p/m^3 capacity charge or capacity standing charge that would be payable for the Season if the Premises had been supplied hereunder for the whole of the Season

- n is the number of Days in the Season that the Premises was supplied hereunder

- n_p is the number of Days in the Season
  and

Premium charges in respect of the Season shall be payable where both the following conditions apply:

(a) the volume supplied hereunder in the Season exceeds:
Season Notified Volume x n/ n_p
Where:
- Season Notified Volume means the Peak Notified Volume or the Off Peak Notified Volume as the case may be for the Season in which the Transfer Date and/or Termination Date falls

- n and n_p have the same meanings as above

such excess shall be termed the Part Season Excess; and

(b) the aggregate volume supplied hereunder and under any other supply arrangements in the Season exceeds the Season Notified Volume (such excess being termed the Full Season Excess)

Where the conditions specified in clauses 22.4.1(ii) (a) and 22.4.1.(ii)(b) are satisfied then for the purposes of calculating the premium charges the number of cubic metres supplied above the relevant Season Notified Volume shall be deemed to be the lesser of the Part Season Excess and the Full Season Excess

(iii) to Interruptible Supply Premises the charges within the Scheme of Charges associated with the ECO 250 plus supply shall apply.

22.4.2 For Unmeasured Supplies the details in Schedule 2 shall be used to establish the charges

22.5 The Average Daily Consumption established in accordance with clause 22.13 shall be used as appropriate in the calculation of the Retail Charge

22.6 For the avoidance of doubt and without prejudice to the generality of clause 22.3 where the Scheme of Charges requires reconciliation or reassessment of applicable charges or the application of premium charges, including without limitation:

22.6.1 if the Premises is a Standard Supply Premises, where the Actual Annual Volume differs from the Forecast Annual Volume, and as a consequence different charges would be applicable under the Scheme of Charges from those that were previously applied;

22.6.2 if the Premises is a Standby Supply Premises:

(i) where Season Notified Volumes have been exceeded and premium charges become applicable; and/or

(ii) where the Actual Annual Volume differs from the Forecast Annual Volume and as a consequence different charges would be applicable under the Scheme of Charges from those that would have previously been applied; and

22.6.3 if the Premises is an Interruptible Supply Premises:

(i) where there is a failure under clause 19.2 to comply with a supply interruption notice, and as a consequence different charges would be applicable under the Scheme of Charges from those that would have been previously applied; or

(ii) where the Actual Annual Volume differs from the Forecast Annual Volume and as a consequence different charges would be applicable under the Scheme of Charges from those that would have previously been applied

then the Retail Charges previously calculated shall be recalculated accordingly and used in the revision of relevant Access Charges in accordance with clause 22.11

The Parties acknowledge that the reconciliation or reassessment of applicable charges or the application of certain premium charges in accordance with this clause 22.6 may only be possible following the end of a Charging Year.

22.7 A charge in £, the 'Combined Fixed Adjustment' in respect of each Monthly Billing Period shall be calculated in accordance with the following formula:

CFA = BCFA x n x CQ/OUQ

Where:

- CFA is the Combined Fixed Adjustment in £ for the Monthly Period
- BCFA is the Base Combined Fixed Adjustment in £/Day set out in Schedule 2 as varied in accordance with clause 22.25
- n is the number of Days in the Monthly Billing Period
- CQ is the Combined Quantity in the Monthly Billing Period
- OUQ is the Output Quantity in the Monthly Billing Period

22.8 A charge in £, the 'Combined Variable Adjustment' in respect of each Monthly Billing Period shall be calculated in accordance with the following formula:

CVA = BCVA x CQ

Where:

- CVA is the Combined Variable Adjustment in £ for the Monthly Billing Period
- BCVA is the Base Combined Variable Adjustment in £/cubic metre set out in Schedule 2 as varied in accordance with clause 22.25
- CQ is the Combined Quantity in the Monthly Billing Period

22.9 A charge in £, the 'Wholesale Fixed Adjustment' in respect of each Monthly Billing Period shall be calculated in accordance with the following formula:

WFA= BWFA x n x WQ/OUQ

Where:

- WFA is the Wholesale Fixed Adjustment in £ for the Monthly Billing Period
- BWFA is the Base Wholesale Fixed Adjustment in £/Day set out in Schedule 2 as varied in accordance with clause 22.25
- n is the number of Days in the Monthly Billing period
- WQ is the Wholesale Quantity in the Monthly Billing Period
- OUQ is the Output Quantity in the Monthly Billing Period

22.10 A charge in £, the 'Wholesale Variable Adjustment' in respect of each Monthly Billing Period shall be calculated in accordance with the following formula:

WVA = BWVA x WQ

Where:

- WVA is the Wholesale variable Adjustment in £ for the Monthly Billing Period
- BWVA is the Base Wholesale Variable Adjustment in £/cubic metre set out in Schedule 2 as varied in accordance with clause 22.25
- WQ is the Wholesale Quantity for the Monthly Billing Period

22.11 The Access Charge for each Monthly Billing Period shall be calculated in accordance with the following formula:

AC = RC – CFA - CVA – WFA - WVA

Where

- AC is the Access Charge in £ for the Monthly Billing Period
- RC is the Retail Charge in £ for the Monthly Billing Period
- CFA is the Combined Fixed Adjustment in £ for the Monthly Billing Period
- CVA is the Combined Variable Adjustment in £ for the Monthly Billing Period
- WFA is the Wholesale Fixed Adjustment in £ for the Monthly Billing Period
- WVA is the Wholesale Variable Adjustment in £ for the Monthly Billing Period

Provided that where any Base Adjustment is designated in Schedule 2 as a saving then the corresponding Adjustment shall be a positive number, and where any Base Adjustment is designated in Schedule 2 as a surcharge the corresponding Adjustment shall be a negative number

22.12 For the purposes of calculating charges only there shall be established for each Monthly Billing Period a quantity, the 'Average Daily Consumption', being the quantity in cubic metres deemed supplied (as a measured supply) on each Day during the Monthly Billing Period.

22.13 The Average Daily Consumption shall, subject to clause 23.15, be established as follows:

$$\text{Average Daily Consumption} = \Sigma\ (\text{Closing Read} - \text{Opening Read})/\ n$$

Where:

- means the sum for all STW Meters detailed in Schedule 2
- Closing Read and Opening Read have the meanings given to these terms in clauses 16.11 and 16.12 respectively
- n is the number of Days in the Monthly Billing Period

22.14 The Access Charges established for a Monthly Billing Period in accordance with clauses 22.11 may be adjusted:

22.14.1 to account for water supplied for fire fighting purposes by an amount established in accordance with STW's policy for providing water for fire fighting purposes in force at the relevant time; and

22.14.2 to account for leakage of water in pipe work downstream of a STW meter by an amount established in accordance with STW's policy on leakage allowances in respect of such pipe work in force at the relevant time.

22.15 Where the Average Daily Consumption is recalculated in accordance with clause 15.15.2 the Access Charge for the Monthly Billing Periods affected shall be recalculated using such recalculated Average Daily Consumption.

22.16 For each Monthly Billing Period the quantities in cubic metres used to calculate the charges under this clause 23 shall be established as follows:

22.16.1 the 'Input Quantity' is the sum of the Daily Input Quantities for each Day in the Monthly Billing Period;

22.16.2 the 'Output Quantity' is the sum of the Average Daily Consumptions for each Day in the Monthly Billing Period;

22.16.3 the 'Combined Quantity' is the lesser of the Input Quantity and the Output Quantity; and

22.16.4 the 'Wholesale Quantity' is the Output Quantity minus the Combined Quantity. Provided that if the resultant figure is a negative number the Wholesale Quantity shall be zero (0).

22.16.5 Where the Daily Input Quantity is recalculated in accordance with clause 7.10.2 the Access Charge for the Monthly Billing Periods affected shall be recalculated using such recalculated Daily Input quantity.

22.17 For each Season the quantities used to calculate the Reconciliation Amount in accordance with clause 23.22 shall be established as follows:

22.17.1 in respect of each Season the relevant Monthly Billing Periods shall be the Monthly Billing Period commencing closest in time to the date on which the Season commenced and each subsequent Monthly Billing Period up to and including the Monthly Billing Period ending closest in time to the date on which the Season ended;

22.17.2 the Seasonal Input Quantity is the sum of the Input Quantities for each relevant Monthly Billing Period;

22.17.3 the Seasonal Output Quantity is the sum of the Output Quantities for each relevant monthly billing period;

22.17.4 the Seasonal Combined Quantity is the lesser of the Seasonal Input Quantity and the Seasonal Output Quantity; and

22.17.5 the Seasonal Wholesale Quantity is the Seasonal Output Quantity minus the Seasonal Combined Quantity. Provided that if the resultant figure is a negative number the Seasonal Output Quantity shall be zero (0).

22.18 A charge in £, the 'Seasonal Combined Fixed Adjustment' in respect of each Season shall be calculated in accordance with the following formula:

SCFA= BCFA x n x SCQ x SOUQ

Where

- SCFA is the Seasonal Combined Fixed Adjustment
- BCFA is the Base Combined Fixed Adjustment in £/Day set out in Schedule 2 as varied in accordance with clause 22.25
- n is the sum of the number of Days in each relevant Monthly Billing Period
- SCQ is the Seasonal Combined Quantity
- SOUQ is the Seasonal Output Quantity

22.19 A charge in £, the 'Seasonal Combined Variable Adjustment' in respect of each Season shall be calculated in accordance with the following formula:

SCVA= BCVA x SCQ

Where

- SCVA is the Seasonal Combined Value Adjustment
- BCVA is the Base Combined Variable Adjustment in £/cubic meter set out in Schedule 2 as varied in accordance with clause 23.25
- SCQ is the Seasonal Combined Quantity

22.20 A charge in £, the 'Seasonal Wholesale Fixed Adjustment' in respect of each Season shall be calculated in accordance with the following formula:

SWFA= BWFA x n x SWQ x SOUQ

Where

- SWFA is the Seasonal Wholesale Fixed Adjustment
- BWFA is the Base Wholesale Fixed Adjustment in £/Day set out in Schedule 2 as varied in accordance with clause 22.25
- n is the sum of the number of Days in the relevant Monthly Billing Periods
- SWQ is the Seasonal Wholesale Quantities
- SOUQ is the Seasonal Output Quantities

22.21 A charge in £, the 'Seasonal Wholesale Variable Adjustment' in respect of each Season shall be calculated in accordance with the following formula:

SWVA = BWVA x SWQ

Where

- SWVA is the Seasonal Wholesale Variable Adjustment
- BWVA is the Base Wholesale Variable Adjustment in £/cubic metre set out in Schedule 2 as amended in accordance with clause 22.25
- SWQ is the Seasonal Wholesale Quantity

22.22 At the end of each Season there shall be calculated a Reconciliation Amount as follows:
RA = SSA – SARM

Where

- RA is the Reconciliation Amount in £
- SSA is the sum of the Seasonal Adjustments
- SARM is the sum of Adjustments for each relevant Monthly Billing Period and for all such Monthly Billing Periods

Where the Reconciliation Amount is a positive amount it shall be a payment from STW to LWS and where the Reconciliation Amount is a negative amount it shall be a payment from LWS to STW.

22.23 Where in accordance with clause 22.6 Retail Charges in respect of any Monthly Billing Period are recalculated then the corresponding Access Charges for such Monthly Billing Period shall be revised to reflect the recalculated Retail Charges.

22.24 For the avoidance of doubt the Retail Charge calculated in accordance with clause 22.3 shall be calculated in accordance with the Scheme of Charges applicable to the Days within the Monthly Billing Period in respect of which the Retail Charge is calculated.

22.25 STW shall prior to the end of each Charging Year revise the Base Adjustments in accordance with the relevant guidance on escalation of such adjustments published by a Competent Authority and applicable at such time and Schedule 2 shall be amended accordingly and such revised Base Adjustments shall apply from the following 1st April.

22.26 Where during any period for which an Adjustment or a Seasonal Adjustment is to be calculated the 'Period' there is more than one applicable value for any Base Adjustment then:

22.26.1 the corresponding Adjustment or Seasonal Adjustment shall be calculated based on the number of Days within the Period that each value of the Base Adjustment was applicable the 'Applicable Days'; and
22.26.2 in making such calculation in respect of each value of the Base Adjustment the quantities that would otherwise be used in the calculation of Adjustments or Seasonal Adjustments shall be divided by the number of Days within the Period and multiplied by the number of Applicable Days

Period means a Monthly Billing Period (in respect of calculation of Adjustments) or the relevant Monthly Billing Periods (in respect of calculation of Seasonal Adjustments)

22.27 Where the guidance on calculation of combined supply charges published by a Competent Authority is such that the calculation of Access Charges in accordance with this clause 22 would not be consistent with the guidance then clause 22 and any other relevant parts of this Agreement shall be amended forthwith by the Parties to comply with the guidance

23. BILLING AND PAYMENT

23.1 STW shall render to LWS as soon as reasonably practicable in each Month a Monthly Bill in respect of the Monthly Billing Period commencing in the previous Month.

23.2 The Monthly Bill shall detail the following charges and amounts together with details of the calculation of such charges or amounts:

23.2.1 the Access Charge;
23.2.2 the Retail Charge;
23.2.3 any Variance Charge
23.2.4 any rebate due from STW to LWS in accordance with clause 6.1
23.2.5 any amounts due from STW to LWS in accordance with clauses 10.4, 11.4, 12.4, 20.6.2, 20.6.4 and/or 24.6
23.2.6 any adjustments in accordance with clauses 22.14.1 and/or clause 22.14.2
23.2.7 any adjustments in respect of previous Monthly Billing Periods;
23.2.8 any Reconciliation Amount
23.2.9 any other sum due from one Party to the other under the provisions of this Agreement;
23.2.10 the amount of any tax payable in accordance with clauses 23.4 and 23.5;

23.2.12 the total sum payable by LWS to STW or STW to LWS as appropriate; and

23.3 The Monthly Bill shall specify the Due Date for payment.

23.4 For the purposes of this clause 23 there shall be added to all Charges under this Agreement any Taxes which may apply thereto.

23.5 LWS shall pay to STW any VAT chargeable in respect of goods or Services supplied by STW in accordance with this Agreement, such payment to be made on receipt of a VAT invoice from STW.

23.6 LWS shall pay STW the sum set out in the Monthly Bill by the Due Date.

23.7 Payments by LWS under this Agreement shall be made in Pounds Sterling (£) by direct bank transfer or equivalent instantaneous transfer of funds at such place as STW may from time to time specify.

23.8 Should the Due Date for such payment not be a banking Day in the City of London then the Due Date for payment shall be the nearest banking Day in the City of London.

23.9 Where any sum due in accordance with the provisions of this clause 23 is the subject of a bona fide dispute (and the dispute is notified to STW before the Due Date) the undisputed portion shall be promptly paid and after settlement of the dispute any amount agreed or determined to be payable shall be paid within eleven (11) Days after such agreement or determination.

23.10 LWS shall specify in writing the portion of the Monthly Bill in dispute and provide full details of the reason why it is disputed.

23.11 Interest on disputed amounts shall accrue at the Base Lending Rate of Lloyds TSB Bank Plc (or its successor) in London for sterling applicable from time to time plus 2% compounded annually from a date forty two (42) Days after the Due Date for such payment until the date the same is paid.

In the event that any payment due from LWS in accordance with this Agreement is not paid within forty two (42) Days of the Due Date and which is not the subject of a bona fide dispute then STW may give notice to terminate this Agreement in accordance with clause 29.2.

If at any time the Scheme of Charges is amended to provide that customers of STW who would be eligible to be supplied with water under this Agreement shall be liable to pay interest on late payment of bills then this Agreement shall be amended forthwith to provide that equivalent interest payments shall be applicable to the Monthly Bill.

24 SECURITY OF SUPPLY

24.1 LWS shall provide such information as and when STW may reasonably request in order to enable STW to produce Drought Plans and Water Resources Plans.

24.2 Without prejudice to clause 24.1 LWS shall on an annual basis commencing on the Start Date provide STW with the following information:

24.2.1 the Deployable Output at the Entry Point;
24.2.2 such data as STW may reasonably require in order to enable STW to make an Outage assessment; and
24.2.3 a seasonal profile of the expected demand of the LWS Customer detailing the Peak and Off Peak demand.

24.3 Where LWS becomes aware of a material change in any of the information provided to STW pursuant to clauses 24.1 or 24.2 it shall forthwith notify STW and provide STW with a revision of such information to reflect its current best estimate of the information.

24.4 STW may apply for drought orders/permits to restrict non-essential use in the event of an exceptional shortage of rainfall leading to a serious deficiency of supply of water. LWS

acknowledges and agrees that, in the event of such restrictions being enforced, it is possible that all customers connected to the Network shall be subject to the same restrictions which shall be set out in the drought order/permit. LWS further acknowledges and agrees that the decision to impose restrictions on the LWS Customer shall depend solely on STW's resource position, the Environment Agency and public representations to any application.

24.5 STW may impose a temporary restriction under section 76 of the Act in the event of a serious deficiency of water available for distribution by STW. LWS acknowledges and agrees that, in the event of such restrictions being enforced, it is possible that all customers that are connected to the Network shall be subject to the same restrictions which shall be set out in any statutory advertisement.

24.6 Subject to clauses 24.7 and 24.8 in the event that STW interrupts or cuts off the supply of water to the LWS Customer in accordance with clause 24.4 or 24.5 then STW shall pay LWS the sum of fifty pounds (£50) for each Day or part Day that the LWS Customer is affected. Provided that in any one Charging Year STW's liability under this clause 24.6 shall not exceed five hundred pounds (£500). Provided further that STW shall have no liability under this clause 25.6 if the circumstances are so exceptional that it is, in the Chairman's view, unreasonable for STW to have avoided the interruption or cut off.

If the sum which STW would pay a customer in the circumstances detailed in clause 24.6 if it were supplied with water by STW is higher than fifty pounds (£50) then STW shall in such circumstances pay LWS such higher sum.

If the limit on STW's liability to a customer in the circumstances detailed in clause 24.6 if it were supplied with water by STW is higher than five hundred pounds (£500) then in such circumstances such higher limit shall apply.

25. INSURANCE

25.1 LWS shall maintain in force for the duration of this Agreement, at its own cost, such insurance policies as are reasonable and adequate having regard to its obligations and liabilities under this Agreement including but without limitation:

25.1.1 public liability insurance
25.1.2 product liability insurance
25.1.3 professional indemnity insurance and
25.1.4 employer's liability insurance

Our insurance policies are currently under review, details of minimum values required for these insurances will be provided on application.

25.2 Such policies where required shall be unlimited in terms of the number of claims during the period of cover.

25.3 Upon the reasonable request of STW, LWS shall produce to STW documentary evidence that the policy or policies referred to in clause 25.1 are in force.

25.4 If LWS fails to comply with its obligations under clause 25.1, STW shall be entitled to procure equivalent insurance and to claim the cost of such insurance from LWS (including but without limitation by deduction of such costs from any sums due to LWS).

26 LIABILITIES

26.1 Neither Party shall in any circumstances be liable in respect of any breach of this Agreement for:

26.1.1 any indirect or consequential loss, loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill; or

26.1.2 for any costs resulting from the liability of a Party to any other person howsoever and whenever arising.

26.2 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by negligence or for fraudulent misrepresentation.

26.3 Where any provision of this Agreement provides for the payment of a specific or calculable sum by a Party in respect of the breach of any of its obligations under this Agreement the Parties agree that payment of such sum shall be the sole remedy of the Party not in breach.

26.4 Nothing in this clause 26 shall prevent any Party from or restrict it in enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

26.5 Nothing in this clause 26 shall constitute a waiver by either Party of any right or remedy it may have in respect of a breach by the other Party of any Legal Requirement.

26.6 Nothing in this Agreement shall be construed as imposing upon STW any obligation or duty to, or enforceable by, the LWS Customer and LWS shall not make any commitment to the LWS Customer binding on or purporting to bind STW.

26.7 Nothing in this Agreement shall prevent STW from exercising any right or remedy which it may have against the LWS Customer at law or pursuant to the Act or otherwise.

27. DISPUTE RESOLUTION

27.1 All questions, disputes, or differences which may arise at any time between the Parties in relation to this Agreement (other than payments which are the subject of a bone fide dispute in accordance with clause 23) shall be referred in the first instance to a senior manager of each Party who will attempt in good faith to resolve any issue arising out of this Agreement but failing resolution within fourteen (14) Days may be referred with the agreement of both Parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

27.2 If the Parties do not agree upon mediation within seven (7) Days thereafter or have not settled a dispute by mediation within forty two (42) Days from the initiation of the mediation, the dispute shall be referred to the decision of a single arbitrator mutually agreed upon or, failing such agreement within fourteen (14) Days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of either of the Parties, and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996.

27.3 Notwithstanding any provisions otherwise in the Arbitration Act, the decision of the arbitrator shall be appealable to the High Court.

28. INTELLECTUAL PROPERTY RIGHTS

28.1 All Intellectual Property and data owned or duly licensed by each Party, or developed by either Party during the term of this Agreement in relation to the operation or maintenance of the Entry Point Facilities or the Network, shall remain vested in that Party and the other Party shall acquire no proprietary rights in or licence to use such Intellectual Property without the express written agreement of the Party in which it is vested.

28.2 Where pursuant to this Agreement LWS provides or arranges for the provision of data to STW:

28.2.1 such data (as provided to STW by LWS) shall be the property of LWS; and
28.2.2 LWS hereby grants to STW a perpetual, non-exclusive, royalty-free licence (which shall survive any termination of this Agreement) in respect of such data and all intellectual property rights therein to use, copy, adapt and deal with such data for the purposes of performance and implementation of this Agreement and its water undertaking and for other purposes reasonably contemplated by this Agreement, but not otherwise.

28.3 Where pursuant to this Agreement STW provides or arranges for the provision of data to LWS:

28.3.1 such data (as provided to LWS by STW) shall be the property of STW; and
28.3.2. STW hereby grants to LWS a perpetual, non-exclusive, royalty-free licence (which shall survive any termination of this Agreement) in respect of such data to use and deal with such data for the limited purposes of performance and implementation of this Agreement and for no other or improper purpose.

29. TERMINATION

29.1 In the event that either Party breaches any of its material obligations under this Agreement then the other Party may give the Party in breach notice of such breach and if within twenty one (21) Days following the said notice the Party in breach has not taken substantial steps to remedy the breach the other Party may terminate this Agreement by giving the Party in breach fourteen (14) Days notice of termination.

29.2 In the event that any payment due from either Party in accordance with this Agreement is not paid within forty two (42) Days of the Due Date and which is not the subject of a bona fide dispute in accordance with clause 23 then on the expiry of the said period of forty two (42) Days the Party to whom payment is due may give twenty one (21) Days notice to the other Party terminating this Agreement if payment is not made before the expiry of the said notice. The exercise of such right shall not constitute a waiver of or in any way prejudice other remedies available to the Party to whom payment is due.

29.3 In the event that this Agreement is amended in accordance with Clause 3.5 and LWS fails to provide or maintain a Financial Guarantee in accordance with such amendments then STW may give twenty one (21) Days notice to LWS terminating this Agreement unless a Financial Guarantee is provided before the expiry of the said notice.

29.4 Either Party may terminate this Agreement immediately upon notice in writing to the other Party in the event that the other Party shall present a petition or have a bona fide petition presented by a creditor for its winding up; or shall convene a meeting to pass a resolution for voluntary winding up; or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); or shall call a meeting of its creditors; or shall have a receiver of all or any of its undertakings or assets appointed; or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts.

29.5 LWS may terminate this Agreement by giving STW the period of notice specified in Schedule 3.

29.6 In the event that the STW Authorisation or the LWS Water Supply Licence is terminated or amended in a manner which materially affects the ability of either Party to perform its obligations under this Agreement then the Party affected shall have the right to terminate this Agreement on the date that any such termination or amendment takes effect by giving as much notice as is practicable of such date.

29.7 Should a Competent Authority approve a common set of terms and conditions for the combined supply of water by STW which are intended to supersede individually negotiated Combined Supply Agreements then STW may give thirty (30) Days notice terminating this Agreement.

29.8 The termination of this Agreement shall be without prejudice to the rights and remedies of either Party which have accrued up to the date of termination.

29.9 Following termination of this Agreement the provisions of clauses 28 and 30 shall continue in full force and effect, as shall any other provisions which are expressed and/or intended to continue beyond termination of this Agreement

30. CONFIDENTIALITY

30.1 In this Agreement, 'Confidential Information' shall collectively mean any and all information, materials or data received by a Party, the 'Receiving Party' from the other Party, the 'Disclosing Party' or by a third party on behalf of the Disclosing Party including commercial, financial, marketing, technical, environmental, or other information, materials or data of whatever nature relating to the Disclosing Party or to the Disclosing Party's business or affairs (including data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information including those concerning this Agreement in any form or medium whether disclosed in writing or by any other means.) For the avoidance of doubt any reproductions of Confidential Information, in any form or medium or whether in whole or in part, shall constitute Confidential Information.

30.2 All Confidential Information received by the Receiving Party from the Disclosing Party shall be held in the strictest of confidence by the Receiving Party.

30.3 In respect of Confidential Information, the Receiving Party hereby undertakes:

30.3.1 to treat Confidential Information as being confidential and proprietary to the Disclosing Party by using the same degree of care, but in any case no less than a

reasonable degree of care, to prevent unauthorised use, dissemination or publication thereof, as it uses to protect its own confidential information of a similar nature;

30.3.2 not to use Confidential Information for any purpose whatsoever other than for the purposes set out in this Agreement and, when so doing, to do so only to the minimum extent necessary to discharge its duties and dealings;

30.3.3 only to disclose Confidential Information to those of its employees and contractors to whom disclosure is necessary and then only on the understanding and undertaking that such employees and contractors are themselves subject to obligations to keep the Confidential Information confidential;

30.3.4 not to disclose Confidential Information to any third party without prior written consent of the Disclosing Party; provided that in the case of any third party engaged by either Party to advise it in connection with this Agreement no prior written consent shall be necessary provided that the other Party is notified of the name and role of the third party and said third party is bound by similar obligations to those contained in this Article to keep the Confidential Information confidential; and

30.3.5 not at any time, other than to the minimum extent that is necessary for the purposes of this Agreement, to make copies of or reduce Confidential Information to any electronic form or to store it in a database or other electronic media. If Confidential Information is copied, reduced or reproduced in whole or in part, the reproduction shall carry a proprietary notice or legend similar to that which appears on the original form of Confidential Information.

30.4 The obligations of this clause 30 shall not apply to information which:

30.4.1 is or becomes available to the public, other than by means of a breach of this clause 30;
30.4.2 is required by law (including judicial orders and governmental regulation) to be disclosed;
30.4.3 is lawfully obtained from a third party without restriction and without breach of this clause 30;
30.4.4 the Receiving Party can demonstrate, by evidence, was already known to it at the time it was disclosed;
30.4.5 the Receiving Party reasonably shares with or communicates to the relevant sewerage undertaker in order to comply with its obligations as a water undertaker or licensed water supplier (as the case may be); or
30.4.6 the Disclosing Party agrees in writing may be disclosed.

30.5 Should the Receiving Party be faced with legal action or a legal requirement (including under the Environmental Information Regulations 2004 or other government regulations) to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall as soon as reasonably practicable notify the Disclosing Party. Except in connection with a failure to so notify the Disclosing Party, the Receiving Party shall assume no liability in damages or otherwise for any disclosure of Confidential Information pursuant to a judicial or governmental regulation.

30.6 The obligations contained in this clause 30 shall survive termination of this Agreement.

30.7 Forthwith upon termination of this Agreement, the Receiving Party shall:

30.7.1 promptly return all Confidential Information to the Disclosing Party including all and any copies thereof;

30.7.2 permanently erase all Confidential Information of the Disclosing Party from any computer or similar device into which it was incorporated and certify that such copies have been permanently destroyed;

30.7.3 destroy all notes, analyses or memoranda containing Confidential Information of the Disclosing Party; and

30.7.4 certify in writing to the Disclosing Party that the above actions have been taken provided that any such return or destruction of Confidential Information shall not release either Party from any other obligations under this clause 30.

30.8. Any action by the Receiving Party's employees or contractors which would if they were parties to this Agreement be constituted a breach of this clause 30 shall be deemed a breach of this clause 30 by the Receiving Party.

30.9 Each Party acknowledges that any breach by it of this clause 30 is likely to result in extensive loss and damage to the other (including without limitation loss of profit or opportunity) and that, as well as damages, an injunction would be an appropriate remedy for the Disclosing Party in the event of such breach.

30.10 If either Party becomes aware of any breach of this clause 30, it shall forthwith notify the other in writing thereof, giving all available details, and the Receiving Party shall, at its own cost and at the Disclosing Party's direction, take such steps as the Disclosing Party may reasonably decide to minimise the loss which the Disclosing Party may otherwise suffer as a result of such breach.

30.11 Nothing in this clause 30 shall constitute a representation, warranty or guarantee to the Receiving Party by the Disclosing Party with respect to the suitability of any Confidential Information or any part thereof for any purpose, provided always that any material errors or material omissions in the Confidential Information which are identified by the Disclosing Party shall be communicated to the Receiving Party by the Disclosing Party as soon as such errors or omissions are so identified.

30.12 Nothing in this clause 30 shall constitute a licence to use the Confidential Information.

31. NOTICES AND COMMUNICATION

31.1 Any notice to be given by either Party under this Agreement shall, subject to clause 31.2, be sent by email to the addresses below and be effective when received:-

31.1.1 Nominated contact for STW:

Head of Wholesale Market Unit
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH
Email: WMU@severntrent.co.uk

31.1.2 Nominated contact for LWS:

Address
Telephone no
Email address

31.2 A Party may, in writing, specify different contact details and representatives for the purposes of notices of different kinds or relating to different matters.

31.3 Every notice or other communication to be given by one Party to the other under this Agreement shall be in the English language.

32. ASSIGNMENT AND PROCUREMENT

32.1 Either Party shall have the right to assign any or all of its rights and obligations hereunder to an Affiliate and shall in such event notify the other Party in writing of such assignment as soon as reasonably practicable. Provided that such Affiliate satisfies all Legal Requirements necessary to fully discharge its obligations under this Agreement. Provided further that such assignment shall not relieve the assigning Party from continuing to be liable to the other Party hereunder.

32.2 Except as provided in clause 32.1 neither Party shall assign its rights or obligations hereunder without the prior written approval of the other Party.

32.3 Notwithstanding the foregoing no assignment of a Party's interest in this Agreement under clause 32.1 shall be made unless the assignor and the assignee execute a document whereby the assignee covenants with the other Party to be bound by this Agreement with effect from the date of the assignment.

32.4 Each Party shall be entitled to discharge any of its obligations under this Agreement, but with the exception of any obligations to give notice, by procuring that such obligations are performed on its behalf by a third party but such Party shall remain responsible to the other for the due performance of such obligations and for any failure or non-performance of such third party or any operator, agents, contractors or employees of such third party as if such Party itself had failed to fulfil the relevant obligations and such Party shall only be entitled to be relieved from liability for reasons of Force Majeure to the extent that such Party acted as a reasonable and prudent operator in appointing such third party and such third party would have been so entitled to such relief if such third party had been such Party hereto.

33 FORCE MAJEURE

33.1 Neither Party shall be held liable to the other where a Party is unable to perform its obligations under this Agreement by reason of Force Majeure provided that the Party claiming to be prevented or delayed in the performance of its obligations by reason of Force Majeure shall use reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which the obligations contained in the Agreement may be performed.

33.2 The Parties shall not be relieved by reason of Force Majeure from any obligation to indemnify or to make payment.

33.3 Where a Force Majeure Event causes an Emergency the Parties shall not be relieved of their obligations under clause 21.2 except and to the extent that their performance of such obligations are themselves prevented by reason of Force Majeure

33.4 A Party claiming relief from its obligations under this Agreement as a result of Force Majeure shall:

33.4.1 as soon as reasonably practicable and in any event within ten (10) Working Days after any failure to perform any one or more of its obligations hereunder notify the other Party of the nature of the Force Majeure; and

33.4.2 upon request provide within twenty one (21) Working Days a report containing all relevant available information relating to the Force Majeure and details of the measures it is taking to overcome or circumvent such Force Majeure.

33.5 Without prejudice to the provisions of clause 33.1 if the Force Majeure event continues for a period of six (6) Months then either Party may give the other fourteen (14) Days notice terminating this Agreement and the provisions of clauses 29.8, and 29.9 shall then apply.

34 GENERAL

34.1 This Agreement is without prejudice to any overriding rights and obligations of the Parties to any Competent Authority in relation to this Agreement. Exercise of or compliance with such rights or obligations shall not constitute a breach of this Agreement.

34.2 Nothing herein contained shall be construed as giving rise to the relationship of principal and agent.

34.3 The parties to this Agreement do not intend that any provision of this Agreement should be enforceable by any person by virtue of the Contracts (Rights of Third Parties) Act 1999.

34.4 Nothing in this Agreement and no action taken by the Parties under this Agreement shall constitute a legal partnership, association, joint venture or other co-operative entity between any of the Parties.

34.5 If any provisions (or part thereof) of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall survive unaffected and shall remain in full force and effect.

34.6 This Agreement will be construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the English courts.

34.7 This Agreement represents the entire agreement between the Parties in relation to its subject matter. No amendment or modification to this Agreement will be valid or binding on either Party unless it is made in writing, and signed by both Parties.

34.8 In this Agreement:

34.8.1 any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any order instrument plan regulation permission or direction made or issued there under or deriving validity there from;

34.8.2 words importing the singular meaning shall include the plural meaning and vice versa and words importing the masculine feminine or neuter genders shall include the other or others of such genders;

34.8.3 clause headings are for convenience only and shall not affect the construction of this Agreement; and

34.8.4 any references to persons include references to bodies corporate and incorporate.

IN WITNESS whereof the duly authorised representatives of the Parties have executed this Agreement the date and year first before written

for and on behalf of **Severn** Trent Water Limited

for and on behalf of _____

SCHEDULE 1

ENTRY POINT

1. Entry Point Location

2. Entry Specification
   Additional quality levels required by STW in accordance with clause 4.2.2

3. Disinfection Failsafe Devices
   Standard of Equipment required in accordance with clause 4.8

4. On - line Quality Measurement Equipment
   Components or characteristics requiring on-line quality measurement equipment in accordance with clause 4.9

5. Acceptable Levels for Components or Characteristics
   Acceptable levels for the components or characteristics requiring on-line measurement equipment breach of which must be notified to STW in accordance with clause 4.13

6. Sampling
   Additional sampling required in accordance with clause 4.16

7. Notified Input Volumes
   Peak Period
   Off Peak Period

8. Input Rules
   As required by clause 5.5

9. Prohibited Status
   Number of hours which water input can have Prohibited Status in aggregate in any Day.

10. Entry Point Meter
    Validation procedures required in accordance with clause 7.7

11. Maximum Entry Point Pressure
    As required by clause 8.1

12. Maximum Upward Rate of Change of Pressure
    As required by clause 8.2.1

13. Maximum Downward Rate of Change of Pressure
    As required by clause 8.2.2

14. Maximum Entry Point Flow Rate
    As required by clause 8.9

15. Maximum Upward Rate of Change of Flow Rate

As required by clause 8.10.1

16. Maximum Downward Rate of Change of Flow Rate
As required by clause 8.10.2

17. Telemetry
Rules for the frequency and manner of transfer of the readings form on-line equipment required by clauses 4 and 8

SCHEDULE 2

THE PREMISES

1. Premises Details
   a. Premises Reference Number
   b. Site Address details (to be completed for each site address contained within the premises)
      1 Customer's name
      2 Contact details
      3 Address
      4 Postcode
      5 Number of meters at the site address
      6 Meter serial number
      7 Meter manufacturer ID
      8 Meter Model
      9 Meter Type
      10 Meter Size
      11 Meter Size units
      12 Meter Location
      13 Meters used for fire fighting purposes

2. Transfer Date

3. Premises Designation
   a. Standard Supply Premises
   b. Standby Supply Premises
   c. Interruptible Supply Premises

4. Charges
   a. Base Combined Fixed Adjustment £/Day
   Surcharge or Saving
   b. Base Combined Variable Adjustment £/cubic metre
   Surcharge or Saving
   c. Base Fixed Wholesale Adjustment £/Day
   Surcharge or Saving
   d. Base Variable Wholesale Adjustment £/cubic metre
   Surcharge or Saving

5. Forecast Annual Volume

6. Peak and Off Peak Volumes
   a. Peak Notified Volume
   b. Off Peak Notified Volume

7. Interruptible Supply Premises
   The rate of flow to which water may be restricted in accordance with clause 19.6 is [ ] litres per second
8. Unmeasured Supply

a. Location details
b. Basis of Charging

9. Other Premise Specific Matters

SCHEDULE 3

LWS TERMINATION

1. LWS may terminate this Agreement in accordance with clause 29.5 by giving [ ] months/years notice.

Appendix 4: Secondary supply agreement outline structure

Secondary Wholesale Agreement		Transfer Agreement	Combined Supply Agreement	
Contract heading	Source of clause detail	Source of clause detail	Source of clause detail	Contract heading
1. Definitions	As per combined agreement	As per combined	Retain	1. Definitions
2. Commencement and Term	Same start date and nominal term (also refer to termination clauses) Agreements will be reviewed annually with respect to volume and price.			2. Commencement and Term
4. STW obligations 5. LWS obligations	As per combined agreement	As per combined	Retain	3. General Obligations
Exit 8. Water Quality	Refer to transfer agreement	The obligations are essentially a mirror of those contained within the combined agreement but will be between the primary and secondary undertakers rather than the primary undertaker and the licensee.	Modified in the transfer agreement	Entry 4. Water Quality
Exit 6. Supply obligations	Refer to transfer agreement	The obligations are essentially a mirror of those contained within the combined agreement but will be between the primary and secondary undertakers rather than the primary undertaker and the licensee. The secondary undertaker will be responsible for inputting the required daily volume and will be responsible for paying the primary undertaker's variance charges where water is not supplied as agreed.	Modified in the transfer agreement	Entry 5. Input volumes
N/A	N/A	N/A	Retain	6. Seasonal balancing
Exit 11. Meter Ownership, Installation, Maintenance and Accuracy	Refer to transfer agreement	The obligations are essentially a mirror of those contained within the combined agreement but with either the secondary or primary undertaker having responsibility for the meter, and either of other	Modified in the transfer agreement	Entry 7. Input measurement

12. Meter Reading		parties (the other undertaker or licensee) having rights e.g. to require meter validation etc.		
Exit 7. Water flow and pressure	Refer to transfer agreement	The obligations are essentially a mirror of those contained within the combined agreement but will be between the primary and secondary undertakers rather than the primary undertaker and the licensee. The secondary undertaker is responsible for providing and maintaining relevant equipment where required; the licensee will be responsible for paying the capital costs.	Modified in the transfer agreement	Entry 8. Pressure and flow rates
N/A	N/A	The obligations are essentially a mirror of those contained within the combined agreement but will be between the primary and secondary undertakers rather than the primary undertaker and the licensee. The primary undertaker is obliged to accept the water where it complies with the specified Input Requirements. Where the water does not comply with the specified Input Requirements the primary undertaker is not obliged to accept the supply and can require a cessation of flow or isolation of the supply. Where the primary undertaker fails to accept a supply that complies with the specified Input Requirements, then it will be responsible for paying a combined discount payment to the licensee.	Modified in the transfer agreement	Entry 9. STW Obligations [to accept water]
N/A	N/A	N/A	Retain	Exit 10. Supply obligations
N/A	N/A	N/A	Retain	Exit 11. Water flow and pressure

N/A	N/A	N/A	Retain	Exit 12. Water quality
N/A	N/A	N/A	Retain	Exit 13. Supply volumes and premises designation
N/A	N/A	N/A	Retain	Exit 14. Network protection
N/A	N/A	N/A	Retain	Exit 15. Meter ownership, installation and maintenance
N/A	N/A	N/A	Retain	Exit 16. Meter reading
Exit 16. Customer contact arrangements	Not required	N/A	Retain	Exit 17. Customer contact arrangements
Exit 17. Disconnection of LWS customer	Not required	N/A	Retain	Exit 18. Disconnection of LWS customer
Exit 14. Interruptible wholesale supply premises	Not required	N/A	Retain	Exit 19. Interruptible supply premises
Exit 15. Network Maintenance	Refer to transfer agreement	The obligations will be as per the entry maintenance provisions of the combined agreement and will be between the primary and secondary undertakers rather than the primary undertaker and the licensee. Either party will be extended relief from the obligations to input/ accept water for a fixed number of days.	Retain exit maintenance provisions	20. Maintenance

N/A	N/A	The obligations will be as per the emergencies provisions within of the combined agreement and will include a provision to cooperate between the primary and secondary undertakers.	Retain exit specific provisions	21. Emergencies
9. Charges	Simplified fixed and variable charge structure	Only the charges identified above are included in the transfer agreement (Variance, Restriction Charges etc.). No Access charges apply to the transfer agreement.	Retain	22. Charges
10. Billing and payment	Tailored to reflect charges under secondary wholesale	The obligations will be a tailored version of the combined agreement to reflect the charges levied under transfer.	Retain, tailored to reflect that some charges are levied under transfer agreement instead	23. Billing and payment
13. Security of supply	Refer to transfer agreement	The obligations contained within the transfer agreement will take account of the provision of information between the primary and secondary undertakers and will take account of the secondary undertakers rights during drought etc.	Retain exit provisions	24. Security of supply
18. Insurance	As per combined agreement	As per combined agreement	Retain	25. Insurance
19. Liabilities	As per combined agreement	As per combined agreement	Retain	26. Liabilities
20. Dispute Resolution	As per combined agreement	As per combined agreement	Retain	27. Dispute Resolution
21. Intellectual Property Rights	As per combined agreement	As per combined agreement	Retain	28. Intellectual Property Rights
22. Termination	To include termination rights for the licensee.	The transfer agreement will terminate if either of the secondary wholesale agreement or combined supply agreement should terminate.	Retain	29. Termination

23. Confidentiality	As per combined agreement	As per combined agreement	Retain	30. Confidentiality
24. Notices and Communication	As per combined agreement	As per combined agreement	Retain	31. Notices and Communication
25. Assignment and Procurement	As per combined agreement	As per combined agreement	Retain	32. Assignment and Procurement
26. Force Majeure	As per combined agreement	As per combined agreement	Retain	33. Force Majeure
27. General	As per combined agreement	As per combined agreement	Retain	34. General
Schedule 1: Premises Proforma	Refer to transfer agreement	As per combined agreement	Retain	Schedule 1 - Entry Point
N/A	N/A	N/A	Retain	Schedule 2 - The Premises
Schedule 2: Network Access Code	As per combined agreement	As per combined agreement	Retain	Schedule 3 - Network Access Code

Appendix 5: Part one combined licence initial application questionnaire

Document Control

Document Type	Competition Document
Document Reference	Network Access Code
Version	Version 5
Classification	Confidential when complete
Date of Issue	25th November 2005
Status	Final
Owned and Reviewed by	Wholesale Market Unit
Approval	Executive Team
Approved on	23rd November 2005
Reviewed on	10th October 2018

Information on completing the Network Access Questionnaire

An application form can only be submitted to Severn Trent Water after the relevant Water Supply Licence and confidentiality agreement are in place please refer to Section 2 within the Network Access Code.

Severn Trent Water has adopted a two stage application process (Part One and Part Two). If the Licensee has a combined licence and wishes to supply water to its customer through common carriage (in part or in total) both parts of the questionnaire will need to be completed. If the licensee has a wholesale licence only then the Premises Specific Wholesale Application Form will need to be completed.

The purpose of this Part One Initial Application Questionnaire is to obtain relevant base level information with which to make an initial assessment of your application for access to the Severn Trent Water Supply System.

The Part Two Detailed Application Questionnaire is to obtain additional more detailed information to undertake a feasibility study and provide a report to the licensee.

This document contains Part One questions only. Part one questions need to be completed before submission of part the two questionnaire.

Following a review of the information contained within this application form, Severn Trent Water will identify further information required. Severn Trent Water will provide a report to the licensee indicating the basic feasibility of the proposal and other issues the licensee should consider before progressing to the next detailed application stage.

1 Licensee Information

a) Licensees with an existing valid Agreement	
Company Name	
Supplier ID number	*WD14
Agreement number	

b) Licensees without an existing valid Agreement	
Company Name	
Registered Address	
Postcode	
Company Registration Nº	

Contact Name	Title	
	Forename	
	Surname	
Address (if different to above)		
Postcode		
Telephone number		
Mobile number		
Fax number		
Email address		

c) Licence details	
WSSL number	
Type of licence	
Date of issue	
Supplier ID	*WD14

d) Company financial information		
Bank details	Name of Bank	
	Sort Code	
	Account details	

2 Services required by the Licensee

Service Required	Tick as applicable	Questionnaire Sections to be completed
Common Carriage only		Complete all sections
Combination of wholesale and common carriage services		Complete all sections
Commencement date of service required		
Duration of Service (Delete as applicable)	Termination date of service	Period of service
For a combination service, please indicate:		
Commencement date for the wholesale element if different from the date of common carriage.		
Volume of wholesale water required – peak	m3	
Volume of wholesale water required - off peak	m3	

3 Licensees Customers Details

Current supplier details (if known)	
Current supplier name	
Current supplier ID number	*WD15
Primary Water Undertaker ID number	*WD29

Premise Details	
PRN (if known)	WD12
Total number of meters at the eligible premise	*WD44
Customer Consent	Letter from customer endorsing the application
Maps	An **A3** site map clearly and accurately showing the boundary of the premise.
Information to be detailed on map, where applicable.	Indicate where there are separately owned or occupied premises within the identified area.

	Indicate where there are existing supply points and provide relevant meter information as detailed below.
	Indicate details of any on-site storage facilities i.e. volume of tanks and location.

Site address details – please complete for each site address contained within the premise.		
Customer Name	*WD31	
Address	WD32	
	WD33	
	WD34	
	WD35	
	WD36	
	WD37	
	WD38	
	WD39	
Postcode	*WD40	
STW Account No (if known)		
SIC (if known)	WD13	
Sensitive customer type	Y / N	WD27
Special response customer	Y / N	WD43
Number of meters at the site address		
Information for each meter – please complete details for each meter. (including and metered fire supplies)	Meter serial number	*WD16
	Meter manufacturer ID	WD17
	Meter Model	WD18
	Meter Type	WD19
	Meter Size	*WD20
	Meter size units	*WD49
	Meter Location	WD21

Consumption Evidence	
Premises Category	Requirement from Licensee
Premises currently not using 5Ml/yr	Letter from customer confirming expected consumption of water or a robust demand forecast (where applicable).
New premises (not yet connected to the network)	Letter from customer confirming expected consumption of water or a robust demand forecast (where applicable).

4 Entry Point Details (point at which the licensee intends to connect to the Severn Trent Water Supply System)

4.1 What is (are) your proposed Entry Point(s) to Severn Trent Water supply system?

Please provide a 12 figure ordnance survey grid co-ordinates and Severn Trent Water pipe reference number.

4.2 Is your chosen point of entry an existing connection to the Severn Trent Water Supply system? Yes / No

If Yes, please name the point of entry and state whether it's a live connection.

4.3 How do you intend to convey your source water from source to entry point connection?

Connecting Pipe Diameter		
Pipe material		
Pipe length		
Existing pipe	Yes	No
Yet to be constructed	Yes	No

4.4 Please indicate the proposed input in m^3/day at the point of entry as follows,

Daily	**Average Flow m^3/day**
Average day	
Peak day	
Average day on peak week	
Minimum day	
Seasonal (May to Sept)	
Seasonal (Oct to April)	

4.5 What is the proposed flow profile at the point of connection for an average day?

Hourly Average Day Profile	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
m^3																								

4.6 What controls do you intend to put in place to maintain the above flow profile?

4.7 For gravity supplies what is the Top Water Level (meters above ordnance datum) of the supplying reservoir?

4.8 Is a Severn Trent Water standby resource required in order to maintain supplies to your customers in the event source failure or maintenance? Yes / No
If yes, please state requirements.

4.9 What monitoring do you intend to put in place to ensure that the flow and pressure at the point of connection remains within agreed targets?

4.10 What is the frequency of monitoring specified above?

5 Exit Point Details (point at which the licensee's customer intends to take water from the Severn Trent Water Supply System)

5.1 What is (are) your proposed Exit Point(s) (customer delivery point) from the Severn Trent Water supply system?

Please provide a 12 figure OS grid co-ordinates.

5.2 Do you intend to use an existing supply pipe/connection to the Severn Trent Water supply system? Yes / No

If no please provide the following details.

Connecting Pipe Diameter		
Pipe material		
Yet to be constructed	Yes	No

5.3 Please indicate the proposed daily demand at the exit point in m^3/day

Daily	**Average Flow m^3/day**
Average day	
Peak day	
Average day on peak week	
Minimum day	
Seasonal (May to Sept)	
Seasonal (Oct to April)	

(For multiple exits points, please attach information as above for each exit point).

5.4 What monitoring do you intend to put in place to ensure that the flow and pressure at the point of connection remains within agreed targets?

5.5 What is the frequency of monitoring specified above?

6 Storage Requirement

6.1 Over what period will the input at the entry point balance with the output at the exit point (the balancing period)?

6.2 What is the proposed maximum volume (in m^3), that input will exceed output during any 24 hour period?

6.3 What is the proposed maximum volume (in m^3), that input will exceed output during any balancing period?

6.4 What is the proposed maximum volume (in m^3), that output will exceed input during any 24 hour period?

6.5 What is the proposed maximum volume (in m^3), that output will exceed input during any balancing period?

7 Source Water (s) – general information

7.1 Please indicate the Source type?

Type of Source Water	Please Delete as applicable		12 fig Grid Co-ord(s)
Abstraction point pumped to Impounding Reservoir	Yes	No	
Impounding Reservoir	Yes	No	
River Abstraction	Yes	No	
Groundwater (pumped)	Yes	No	
Groundwater (gravity)	Yes	No	

7.2 Is this an existing supply to Severn Trent Water? Yes / No

7.3 What legal rights do you have to the raw water, supplying your treatment processes, and is it time limited/restricted?
If yes, please state time period from_____to_____.

7.4 Please detail any other constraints on source output.

7.5 Licensed, Potential and Deployable Output of Source

Potential Yield	Ml/d
Deployable Output	
Peak Week	Ml/d
Peak Season	Ml/d
Daily License	Ml/d
Annual License	Ml/d

8 Treatment Services and Water Quality Issues

8.1 Have you identified the potential water quality risks from your source water?
Please provide details of risks identified.

8.2

8.3 What is the cryptosporidium risk classification for your source water?

8.4 Describe the treatment processes you intend to use to mitigate those risks identified above?

8.5 Do you intend to dose for plumbosolvency and/or cuprosolvency? Yes / No
If Yes, please state chemical(s) and target dose.

8.6 Do you intend to fluoridate? Yes / No
If Yes, please state chemical(s) and target dose.

8.7 Please explain your reasoning for choosing the specific treatment process for mitigating the specified risk identified?

9 Water Quality Analysis

9.1 For the Water Supply (Water Quality)(Amendment) Regulations 2018, please indicate the proposed target levels for each parameter that you intend to supply water into the Severn Trent Water supply system.

Water Supply (Water Quality)(Amendment) Regulations 2018- Chemical Parameters – Part 1: Directive Requirements

* Control by Product Specification

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Acrylamide*	µg/l	0.10					
Antimony	µgSb/l	5.0					
Arsenic	µgAs/l	10					
Benzene	µg/l	1					
Benzo(a)pyrene	µg/l	0.010					
Boron	mgB/l	1					
Bromate	µgBrO_3/l	10					
Cadmium	µgCd/l	5					
Chromium	µgCr/l	50					

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Copper	mgCu/l	2					
Cyanide	µgCN/l	50					
1,2 Dichloroethane	µg/l	3.0					
Epichlorohydrin*	µg/l	0.10					
Fluoride	mgF/l	1.5					
Lead	µgPb/l	25					
Mercury	µgHg/l	1					
Nickel	µgNi/l	20					
Nitrate	mgNO_3	50					
Nitrite	mgNO_2	0.5					
Aldrin	µg/l	0.03					
Pesticides:							
Dieldrin	µg/l	0.03					
Heptachlor	µg/l	0.03					
Heptachlor epoxide	µg/l	0.03					
Total Pesticides	µg/l	0.10					
Polycyclic aromatic hydrocarbons	µg/l	0.1					
Selenium	µgSe/l	10					
Tetrachloroehene	µg/l	10					
Trichloroethene	µg/l	10					
Trihalomethanes	µg/l	100					
Vinyl Chloride*	µg/l	0.5					

Water Supply (Water Quality)(Amendment) Regulations 2018 - Chemical Parameters – Part 2: National Requirements

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Aluminium	µgAl/l	200					
Colour	mg/l Pt/Co	20					
Hydrogen ion	pH value	10 (6.5 minimum)					
Iron	µgFe/l	200					
Manganese	µgMn/l	50					
Odour	Dilution number at 25 ºC	3					
Sodium	mgNa/l	200					
Taste	Dilution number at 25 ºC	3					
Tetrachloromethane	µg/l	3					
Turbidity	NTU	4					

Water Supply (Water Quality)(Amendment) Regulations 2018– Microbiological Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Enterococci	Number/ 100 ml	0					
Eschericia coli (E. coli)	Number/ 100 ml	0					
Coliform bacteria	Number/ 100 ml	0					
Cryptosporidium	Number ooysts/1 000ml	0					

Water Supply (Water Quality)(Amendment) Regulations 2018– Indicator Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Ammonium	NH_4 mg/l	0.5					
Chloride	mgCl/l	250					
Clostridium perfringens (including spores)	Number/ 100 ml	0					
Colony counts	Number/ 1 ml at 22 ºC	No abnormal change					
Colony counts	Number/ 1 ml at 37 ºC	No abnormal change					
Conductivity	µs/cm at 20 ºC	2500					
Sulphate	SO_4 mg/l	250					
Radioactivity (Gross alpha–beta)	Bq/l	0.1					
If value for Gross alpha is > 0.1Bq/l or beta > 1.0 Bq/l provide Total Indicative Dose (TID)	mSv/year						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Total Organic Carbon (TOC)	mgC/l	No abnormal change					
Tritium	Bq/l	100					
Turbidity	NTU	1					

Additional Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Temp.	° C						
Total Hardness	Ca mg/l						
Alkalinity	HCO_3 mg/l						
Magnesium	mg Mg/l						
Potassium	mg K/l						
Phosphorous	µg P/l						
Zinc	µg Zn/l						
Barium	µg Ba/l						
Phenols	C_6H_5OH mg/l						
Surfactants	mg/l						
GCMS (Gas Chromatography & Mass Spectrometry)	µg/l						

Other Pesticides

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Organo-Chlorine:							
124 TCB	µg/l						
Alpha Chlordane	µg/l						
Alpha HCH	µg/l						
Chlorothalonil	µg/l						
CIS Permethrin	µg/l						
Cyfluthrin	µg/l						
Cypermethrin	µg/l						
Delta HCH	µg/l						
Deltamethrin	µg/l						
Dichlobenil	µg/l						
Endosulphan A	µg/l						
Endosulphan B	µg/l						
Endrin	µg/l						
Fenvalerate	µg/l						
Fluroxypyr Meptyl	µg/l						
gamma HCH	µg/l						
H.C.H Beta	µg/l						
HCB	µg/l						
HCBD	µg/l						
Heptachlor	µg/l						
Heptachlor Epoxide	µg/l						
Isodrin	µg/l						
Methoxychlor	µg/l						
OP DDE	µg/l						
OP DDT	µg/l						
OP TDE	µg/l						
PCB 1254	µg/l						
PP DDE	µg/l						
PP DDT	µg/l						
PP TDE	µg/l						
Trans Permethrin	µg/l						
Acid Herbicides:							
2,3,6 T.B.A	µg/l						
2,4,5-T	µg/l						
2,4-D	µg/l						
2,4-DB	µg/l						
Benazolin	µg/l						
Bentazone	µg/l						
Bromoxynil	µg/l						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Clopyralid	µg/l						
Dicamba	µg/l						
Dichlorprop	µg/l						
Fenoprop	µg/l						
Fluoroxypyr	µg/l						
Ioxynil	µg/l						
MCPA	µg/l						
MCPB	µg/l						
Mecoprop	µg/l						
Pentachlorophenol	µg/l						
Triclopyr	µg/l						
Sub-Ureas:							
Carbendazim	µg/l						
Carbetamide	µg/l						
Chlorotoluron	µg/l						
Diuron	µg/l						
Isoproturon	µg/l						
Linuron	µg/l						
Metamitron	µg/l						
Methabenzthiazuron	µg/l						
Monolinuron	µg/l						
Monuron	µg/l						
Organo-Nitrogen and Triazines:							
Ametryn	µg/l						
Atrazine	µg/l						
Bromacil	µg/l						
Captan	µg/l						
Cyanazine	µg/l						
Dilufenican	µg/l						
EPTC	µg/l						
Ethofumasate	µg/l						
Fenpropidin	µg/l						
Fenpropimorph	µg/l						
Flutriafol	µg/l						
Metazachlor	µg/l						
Pendimethalin	µg/l						
Pirimicarb	µg/l						
Prometryne	µg/l						
Propachlor	µg/l						
Propazine	µg/l						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Propiconazole	µg/l						
Propyzamide	µg/l						
Simazine	µg/l						
Technazene	µg/l						
Terbutryne	µg/l						
Triademefon	µg/l						
Triallate	µg/l						
Trietazine	µg/l						
Trifluralin	µg/l						
Organo-Phosphorous:							
Azinphos-Methyl	µg/l						
Carbophenothion	µg/l						
Chlorfenvinphos	µg/l						
Chlorpyriphos Ethyl	µg/l						
Chlorpyriphos Methyl	µg/l						
Demeton-S-Methyl	µg/l						
Diazinon	µg/l						
Dichlofluanid	µg/l						
Dichlorvos	µg/l						
Dimethoate	µg/l						
Disulphoton	µg/l						
Fenitrothion	µg/l						
Melathion	µg/l						
Mevinphos	µg/l						
Parathion	µg/l						
Phorate	µg/l						
Pirimiphos Methyl	µg/l						
Propetamphos	µg/l						
TCEP	µg/l						
Triazophos	µg/l						
Other Organic Pesticides							
Asulam	µg/l						
Carbamates	µg/l						
Chlordane-a	µg/l						
DCM	µg/l						
Difenzoquat	µg/l						
Glyphosate	µg/l						
Iprodione	µg/l						
Metaldehyde	µg/l						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Any other pesticide considered a risk (please specify each compound)	µg/l						

Please provide proof that all this sample data was performed by a suitably qualified and trained sampler and the analysis undertaken by a DWI recognised accredited laboratory.

10 Water Quality Monitoring Parameters

10.1 What monitoring is in place at source to ensure no adverse impact upon treatment?

10.2 What is the frequency of monitoring as specified above?

10.3 What devices/systems are in place to ensure that source water does not compromise treatment?

10.4 What systems are in place in the event of monitor failure?

10.5 What monitoring is in place during treatment to ensure no adverse impact upon treatment?

10.6 What is the frequency of monitoring as specified above?

10.7 What devices/systems are in place to ensure that source water does not compromise treatment?

10.8 What systems are in place in the event of monitor failure?

10.9 What monitoring is in place at the entry point to the Severn Trent Water supply system to ensure no adverse impact upon what will be agreed water quality?

10.10 What is the frequency of monitoring as specified above?

10.11 What systems are in place to ensure that treated water does not compromise treatment?

10.12 What systems are in place in the event of monitor failure?

11 Asset Management

11.1 *Please provide a list of planned maintenance activities which you intend to undertake that have the potential to disrupt/compromise the quality and quantity supply?*

11.2 Please provide details of your Contingency and Emergency Plans/Procedures to manage and mitigate the effects of any failure of supply either in quality or quantity or any other emergency or security related incident?

12 Other information not yet declared

13 Mandatory Declaration

"We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application".

Signature.....

Designation.....

Date.....

Return Address

Please return the completed questionnaire to:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

Email address: WMU@severntrent.co.uk

Appendix 6: Part two detailed application questionnaire

Document Control

Document Type	Competition Document
Document Reference	Networks Access Code
Version	Version 2
Classification	Confidential when complete
Date of Issue	25th November 2005
Status	Final
Owned and Reviewed by	Wholesale Market Unit
Approval	Executive Team
Approved on	23rd November 2005
Reviewed on	11th September 2019

Network Access Questionnaire

The Network Access Questionnaire (Part Two) has been optimised to reflect your intentions outlined in the Network Access Questionnaire, Part One. The supplementary questions are to build upon previous information provided to fill in any gaps identified.

On completion of the Part 2 Questionnaire, the information will be vetted and an assessment made. This assessment will be communicated back to you. Subsequently a meeting may be arranged between interested parties.

This document contains Part 2 questions only.

1 Licensee Information

All relevant information was captured within the Part One Questionnaire. No further information is required at this stage.

2 Services required by the Licensee

All relevant information was captured within the Part One Questionnaire. No further information is required at this stage.

3 Licensee Customer Details

All relevant information was captured within the Part One Questionnaire. No further information is required at this stage.

4 Entry Point Details

Continued from Part One Questionnaire.

4.11 If new service pipe is required, and licensee is not intending to lay the new service, do you require Severn Trent Water to quote for this work?

4.12 If new service pipe is required, and licensee is laying the new service, please provide engineering drawing / schematic of proposal.

4.13 How do you propose to communicate information on water quality issues (exception reporting) to Severn Trent Water?

4.14 If telemetry is proposed for flow and pressure at the entry point, please provide details of parameters to be monitored.

Frequency, Maintenance and Control Philosophy.

5 Exit Point Details

Continued from Part One Questionnaire.

5.13 If it is intended to phase the proposed input to the supply system, please provide details including quantities at start and finish and periods proposed.

5.14 If a new service pipe is required, and licensee is not intending to lay the new service, do you require Severn Trent Water to quote for this work?

5.15 If a new service pipe is required, and licensee is laying the new service, please provide engineering drawing / schematic of proposal.

5.16 How do you propose to communicate information on water quality issues (exception reporting) to Severn Trent Water?

5.17 If telemetry is proposed for flow and pressure at the exit point, please provide details of parameters to be monitored.

Frequency, Maintenance and Control Philosophy.

6 Storage Requirement

All relevant information was captured within the Part One Questionnaire. No further information is required at this stage.

7 Source Water(s) – general information

All relevant information was captured within the Part One Questionnaire. No further information is required at this stage.

7.6 Maximum daily abstraction below limiting rule curve _____ Ml/d

7.7 Maximum daily abstraction above limiting rule curve _____ Ml/d

7.8 What is the storage capacity that can be used? ____Ml

7.9 If you have storage, what is the duration of storage at average output _____ Days

7.10 If you have storage, what is the duration of storage at maximum output _____ Days

7.11 What is the maximum sustainable daily output in a drought period _____ Ml/d.

7.12 Drought Deployable Output available to applicant _____ Ml/d

7.13 Are there any step changes in the licence to abstract? Yes / No

If yes, please detail any step changes in the licence to abstract.

7.14 In a drought situation do the licensees' rights take precedence? Yes / No

7.15 In a drought are you as licensee subject to a pro rata reduction in water which you can take from the source? Yes / No

If yes, please state the conditions.

7.16 What is the licensees drought deployable output for partial rights to source? _____Ml/d

7.17 Has the source performance been simulated using historic data? Yes / No

If yes, how many years have been used for simulation?

7.18 What year(s) gave the most critical conditions _____ , _____ , _____

7.19 What was the minimum output for each year stated above? ____ , ____ , _____(Ml/d).

7.20 If a river intake, please state minimum river flow and year recorded? _____ Ml/d _____ year

7.21 If a river abstraction, please provide a copy of the River Management Rules if applicable.

If yes, please indicate the source capacity _____ Ml/d for _____ Days.

7.22 Is the source supported by upstream reservoir or groundwater augmentation scheme? Yes / No

If yes, who operates this and what operating rules exist.

7.23 If this source is a groundwater, please state the aquifer name and type? i.e. Unconfined / Confined / Leaky / Layered.

7.24 If a groundwater site, please indicate the following:

Number of Wells	
Number of Boreholes	
Number of Pumps	

Mine Adit	Yes / No
Flowing Artesian Well / Borehole	Yes / No
Spring	Yes / No

7.25 Please provide a copy of the following;
a) the current construction records
b) any historical construction records and geological logs that you have available

7.26 Have the individual borehole/well performances been proved by test pumping? Yes / No

If Yes, please provide details of the duration of test pumping, average output, rest and pumped water levels and any other information you consider to be relevant.

If No, please provide test pumping proposals.

7.27 Is the source performance assessed in line with UKWIR methodology? Yes / No

If Yes, please provide performance diagrams.

7.28 Please give an EA sustainability indication for groundwater unit.

Unsustainable	
At sustainable limit	
Sustainable	

7.29 Is derogation of a third party's rights likely to be an issue? Yes / No

8 Treatment Services and Water Quality Issues

Continued from Part One Questionnaire.

8.6 Do your treatment chemicals comply with BSEN standards?

8.7 Is the source covered by Environment Agency POLWARN? Yes / No

8.8 Are you registered to receive POLWARN advice from the EA? Yes / No

9 Water Quality Analysis

Continued from Part One Questionnaire

.

9.2 Please provide information on the linear trends for nitrate and arsenic using UKWIR WR09 guidelines (UKWIR/EA sponsored trends in Groundwater Quality projects).

10 Water Quality Monitoring Parameters

Continued from Part One Questionnaire.

10.13 Please indicate the level of monitoring available at the point of entry to the Severn Trent Water supply system?

	On-line* or Manual	Fail-safe		Frequency
		Yes	No	
Chlorine Residual				
Fluoride				
Phosphate				
Turbidity				
pH				
TOC**				
Others (Describe)				

*Please specify for each parameter if there is any validation e.g. triple validation or duplicate monitoring

**Use of UV monitoring at wavelength 254nm can be used as a surrogate

10.14 If telemetry is proposed for quality monitoring at the entry point, please provide details of parameters to be monitored.

Frequency, Maintenance and Control Philosophy.

10.15 Is your onsite and online monitoring equipment accredited and maintained to the required industry standard/specification?

11 Asset Management

Continued from Part One Questionnaire.

11.3 What measures will be put in place to mitigate the risk of supply interruption during planned maintenance activities?

12 Controlling Inputs and Outputs

12.1 What controls will be put in place to ensure that the inputs, outputs and the balancing are within the declared diurnal and daily average flows?

12.2 Please provide any other additional information that you believe would be relevant to undertake technical evaluation work.

13 Other Information Not Yet Declared

14 Mandatory Declaration

"We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application".

Signature.....

Designation.....

Date.....

Return Address
Please return the completed questionnaire to:
Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

Email address WMU@severntrent.co.uk

Appendix 7: Network access code part one (initial) and part two (detailed) questionnaire

1. Licensee Information

The requirement of this section is to obtain basic company details of the licensee when applying to Severn Trent Water.

2. Services required by the Licensee

The requirement of this section is to obtain information about the type of service, volume and commencement date being sought by the Licensee.

3. Licensees Customers Details

The requirement of this section is to have full licensee customer details. This information is required by Severn Trent Water to determine the supply requirement of the licensee customer.

Entry Point Details

- The requirement of this section is to determine the precise location of the entry point to the Severn Trent Water supply system from the licensee's source. Access to Severn Trent Water records can be obtained from the Records Management Centre (see section 4.1.5 in the Network Access Code).

- Pipe material also needs to include the type of pipe lining if different to the rest of the pipe work.

- The amount of water being supplied by the licensee may vary on a daily, weekly, and seasonal basis. Severn Trent Water requires this information to understand the hydraulic details of the connecting pipe work to determine the balancing regime within the Severn Trent Water supply system.

- Peak day is the total flow on the peak day of the peak week.

- Following connection of the licensee's supply pipe to Severn Trent Water supply system, Severn Trent Water need to understand the initial flow profile on an average day to both balance the system and bill accordingly.
- There is a need to understand what controls you intend to put in place to maintain this profile (i.e. surge protection, flow control) to ensure that there are no adverse conditions to the supply system (i.e. no scouring of the main, bursts, discolouration.)

- Severn Trent Water need to plan what standby resource, if any, is required in the event of your source failing.

5 Exit Point Details

- The requirement of this section is to determine the precise location of the entry point to the Severn Trent Water supply system from the licensee's source. Access to Severn Trent Water records can be obtained from the Records Management Centre (see section 4.1.5 in the Network Access Code).

- Pipe material also needs to include the type of pipe lining if different to the rest of the pipe work.

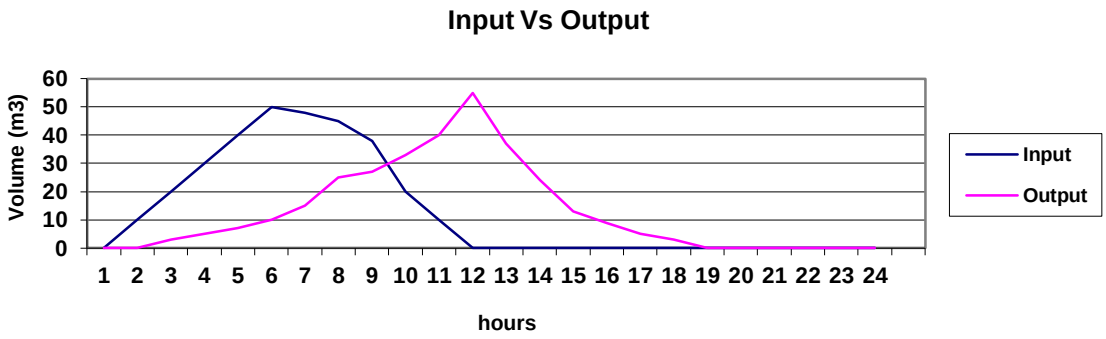
- The amount of water being supplied by the licensee may vary on a daily, weekly, and seasonal basis. Severn Trent Water requires this information to understand the hydraulic details of the connecting pipe work to determine the balancing regime within the Severn Trent Water supply system.

- Peak day is the total flow on the peak day of the peak week.

6 Storage Requirement

- Unless additional water is supplied by Severn Trent Water on a wholesale basis, the amount of water supplied by the licensee must be the same as that taken by the licensee's customer. However, the supply profile will never match exactly the demand profile. Inevitably there will be periods where more water is supplied by the licensee than is taken by the customer and vice versa. There must be a period of time where the overall amount supplied is the same as demand (the balancing period). Severn Trent Water need to understand what this time scale is to gauge if there is sufficient storage capacity within the existing supply system. It could balance over a day, a week, a month, or a year.

- The graph below is a general schematic of how the input may vary against demand.



- If there is a storage requirement Severn Trent Water need to understand whether it is the licensee's intention to manage that storage requirement themselves or whether the licensee expects Severn Trent Water to manage the storage requirements. If it is the latter, Severn Trent Water need to determine whether there is existing storage capacity within the supply system.

7. Source Water(s) – general information

- Severn Trent need to understand where the source water comes from for each source water

- All water abstracted needs to be licensed by the Environment Agency, if however you are obtaining water from a third party who holds that abstraction licence, Severn Trent Water need to understand what legal rights you have with that third party.
- Constraints on source water may include river hand off flows and winter / summer issues

- Information on deployment output etc is required in order for Severn Trent Water to complete a statutory drought and resource plans which are to be submitted to the secretary of state every three years (refer to the Network Access Code section 4.1.2.)

Part One

- Information is required in order for Severn Trent Water to complete a statutory drought and resource plans which are to be submitted to the secretary of state every three years (refer to the Network Access Code section 4.1.2.)

- Construction records for boreholes must include the type and how deep the lining is.

8. Treatment Services and Water Quality Issues

- This information is required to ensure that no unwholesome water can be put into the Severn Trent Water supply system as a result of polluted source water not being adequately treated. I.e. consideration for cryptosporidium, eutrophication, blue-green algae, petrol/chemical spillage.

- Have you a classification system for assessing the risk of cryptosporidium contaminating your source water and if so what is the classification.

- Processes to mitigate the risks identified may include the following.
    - Bubble barrier, floating boom, intake monitor, up stream monitor, smell bell
    - Chemical coagulation (please state chemical used and dose)
    - pH correction (please state chemical used and dose)
    - Filtration e.g. iron, manganese, etc (please state type and what the filtrate is)
    - Phosphate dosing (please state chemical used and dose)
    - Fluoridation (please state chemical used and dose)
    - Disinfection (please state what type, chemical used, target dose and contact time)
    - Dechlorination (please state chemical used and dose)
    - Re-chlorination (please state chemical used and dose)
    - Blending e.g. nitrate, etc (please state chemical and blending ratio)
    - Any other treatment not specified

- Severn Trent Water needs to understand the relative aggressiveness of your source water to metals and therefore if it is your intention to treat for plumbosolvency and/or cuprasolvency Severn Trent Water will require a copy of any assessment undertaken

- Severn Trent Water needs to ensure that the treatment process does not compromise the water quality at the point of entry to Severn Trent Water's supply system.

9. Water Quality Analysis

- This information is necessary to determine the consistency of the treated water entering the Severn Trent supply system. For an existing source please provide water quality data for a minimum of three years. For a new source water that has not got three years worth of data please provide any water quality data that has been gathered to date. For both new and existing source waters all parameters must have been analysed as these are requirements within the Water Supply (Water Quality)(Amendment) Regulations 2018
- .

- The licensee will need to provide the mean values for each parameter and how many samples that mean figure was based upon.

- To ensure that water quality is not compromised the licensee needs to propose their upper and lower control limits for all parameters.

Part Two

- Severn Trent Water needs to be aware of any parameter trends which have the potential to compromise Severn Trent Waters supply system. This information is to enable Severn Trent Water to forecast trends (both upward and downward) in water quality parameters over a longer period of time and against any proposed changes in water quality regulations.

10. Water Quality Monitoring Parameters

Severn Trent Water needs to understand what monitoring is in place, the frequency of that monitoring and what happens in the event of that monitoring failing. This is to ensure that there is no adverse impact on treatment which could subsequently impact upon the Severn Trent Water supply system.

11. Asset Management

- Severn Trent Water needs to understand what measures are in place to minimise disruption to customers in the event of routine maintenance and/or emergency plans/ procedures. This is to ensure that quality and quantity are not compromised from either party undertaking routine maintenance.

- Severn Trent Water also needs to understand what measures are in place to conform to security and emergency measures directive (SEMD).

- As part of the contingency plans and emergency plans consideration needs to be given to a) source failure, b) treatment processes failure, c) potable water failure and d) connection pipe work failure. Within each of those categories consideration should be given as to what is monitored, the frequency of monitoring, target level and actions taken if target level is breached.

12. Other information not yet declared

13. Mandatory declaration

“We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application”.

Signature.....

Designation.....

Date.....

Return Address

Please return the completed questionnaire to:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

Email address: WMU@severntrent.co.uk

Appendix 8: Secondary supply (primary) application questionnaire – where Severn Trent Water is the primary undertaker

Application questionnaire – for customers already connected to [ ]'s network

By submitting this application in electronic or paper form, the licensee confirms that the information contained herein is to the best of their knowledge true and accurate.
Date of application:

Part One

General Information

Licensee name:	
Licensee company registration number:	
Licensee Reference No. (to be issued by PWU)	
When do you propose that the wholesale supply begins? Day/Month/Year	
What is the expected duration? Years	Years

Demand

Demand requirements:-	2016-17	2017-18	2018-19	2019-20	2020-21
Annual consumption: m^3					
Any other information agreed between licensee and undertaker					

Estimates of Customer Demand	Monthly Demand	Weekly Demand	Peak Demand

Part Two

Customer Details (confidential to Competition transfers exclusively)

Customer

Name(s) of customer(s):	
Unique Premises Reference (if known)	
Existing PWU Account Number(s)	
Address of premises to be supplied - include post code:	

Meters

Meter Details	Meter number as recorded on customer bills	Serial No.	Location Description	Meter Type [Note if Combined (C) or Bypass (B) meter
1				
2				
3				
4				
5				
6				
7				
8				
9				

Customer Specifics – compulsory

Special Needs on site	

Customer Specifics – as agreed

Storage Facilities	
Interruptible supply	
Summer /Winter variations required	
Additional Services from PWU required and not specified in WMA	
Other	

Water Undertaker Offer [Unique Premise Reference. The current PWU account no]

Undertaker Name:	
Unique Premises Reference	

Discount

Case specific Combined Access Prices will be calculated on application, in accordance with Ofwat's guidance.

Additional Information and Offers

Services required by the Licensee

Service Required	Tick as applicable	Questionnaire Sections to be completed
Common Carriage only		Complete all sections
Combination of wholesale and common carriage services		Complete all sections
Commencement date of service required		
Duration of Service (Delete as applicable)	Termination date of service	Period of service
For a combination service, please indicate:		
Commencement date for the wholesale element if different from the date of common carriage.		
▪ Volume of wholesale water required – peak	m^3	
▪ Volume of wholesale water required - off peak	m^3	

1. Licensees Customers Details

Current supplier details (if known)	
Current supplier name	
Current supplier ID number	*WD15
Primary Water Undertaker ID number	*WD29

Premise Details	
PRN (if known)	WD12
Total number of meters at the eligible premise	*WD44
Maps	An **A3** site map clearly and accurately showing the boundary of the premise.
Information to be detailed on map, where applicable.	Indicate where there are separately owned or occupied premises within the identified area.
	Indicate where there are existing supply points and provide relevant meter information as detailed below.
	Indicate details of any on-site storage facilities i.e. volume of tanks and location.

Site address details – please complete for each site address contained within the premise.		
Customer Name	*WD31	
Address	WD32	
	WD33	
	WD34	
	WD35	
	WD36	
	WD37	
	WD38	
	WD39	
Postcode	*WD40	
STW Account No (if known)		
SIC (if known)	WD13	
Sensitive customer type	Y / N	WD27
Special response customer	Y / N	WD43
Number of meters at the site address		
Information for each meter – please complete details for each meter. (including and metered fire supplies)	Meter serial number	*WD16
	Meter manufacturer ID	WD17
	Meter Model	WD18
	Meter Type	WD19
	Meter Size	*WD20
	Meter size units	*WD49
	Meter Location	WD21

Consumption Evidence	
Premises Category	Requirement from Licensee
Premises currently not using 5Ml/yr	Letter from customer confirming expected consumption of water or a robust demand forecast (where applicable).
New premises (not yet connected to the network)	Letter from customer confirming expected consumption of water or a robust demand forecast (where applicable).

2. Entry Point Details (point at which the licensee intends to connect to the Severn Trent Water Supply System)

3.1 What is (are) your proposed Entry Point(s) to Severn Trent Water supply system?

Please provide a 12 figure ordnance survey grid co-ordinates and Severn Trent Water pipe reference number.

3.2 Is your chosen point of entry an existing connection to the Severn Trent Water Supply system? Yes / No

If Yes, please name the point of entry and state whether it's a live connection.

3.3 How do you intend to convey your source water from source to entry point connection?

Connecting Pipe Diameter		
Pipe material		
Pipe length		
Existing pipe	Yes	No
Yet to be constructed	Yes	No

3.4 Please indicate the proposed input in m^3/day at the point of entry as follows,

Daily	Average Flow m^3/day
Average day	
Peak day	
Average day on peak week	
Minimum day	
Seasonal (May to Sept)	
Seasonal (Oct to April)	

3.5 What is the proposed flow profile at the point of connection for an average day?

Hourly Average Day Profile	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
m^3																								

3.6 What controls do you intend to put in place to maintain the above flow profile?

3.7 For gravity supplies what is the Top Water Level (meters above ordnance datum) of the supplying reservoir?

3.8 Is a Severn Trent Water standby resource required in order to maintain supplies to your customers in the event source failure or maintenance? Yes / No

If yes, please state requirements.

3.9 What monitoring do you intend to put in place to ensure that the flow and pressure at the point of connection remains within agreed targets?

3.10 What is the frequency of monitoring specified above?

4. Exit Point Details (point at which the licensee's customer intends to take water from the Severn Trent Water Supply System)

4.1 What is (are) your proposed Exit Point(s) (customer delivery point) from the Severn Trent Water supply system?

Please provide a 12 figure OS grid co-ordinates.

4.2 Do you intend to use an existing supply pipe/connection to the Severn Trent Water supply system? Yes / No

If no please provide the following details.

Connecting Pipe Diameter		
Pipe material		
Yet to be constructed	Yes	No

4.3 Please indicate the proposed daily demand at the exit point in m^3/day

Daily	Average Flow m^3/day
Average day	
Peak day	
Average day on peak week	
Minimum day	
Seasonal (May to Sept)	
Seasonal (Oct to April)	

(For multiple exits points, please attach information as above for each exit point).

4.4 What monitoring do you intend to put in place to ensure that the flow and pressure at the point of connection remains within agreed targets?

4.5 What is the frequency of monitoring specified above?

5. Storage Requirement

5.1 Over what period will the input at the entry point balance with the output at the exit point (the balancing period)?

5.2 What is the proposed maximum volume (in m^3), that input will exceed output during any 24 hour period?

5.3 What is the proposed maximum volume (in m^3), that input will exceed output during any balancing period?

5.4 What is the proposed maximum volume (in m^3), that output will exceed input during any 24 hour period?

5.5 What is the proposed maximum volume (in m^3), that output will exceed input during any balancing period?

6. Source Water (s) – general information

6.1 Please indicate the Source type?

Type of Source Water	Please Delete as applicable		12 fig Grid Co-ord(s)
Abstraction point pumped to Impounding Reservoir	Yes	No	
Impounding Reservoir	Yes	No	
River Abstraction	Yes	No	
Groundwater (pumped)	Yes	No	
Groundwater (gravity)	Yes	No	

6.2 Is this an existing supply to Severn Trent Water? Yes / No

6.3 What legal rights do you have to the raw water, supplying your treatment processes, and is it time limited/restricted?

If yes, please state time period from_____to_____.

6.4 Please detail any other constraints on source output.

6.5 Licensed, Potential and Deployable Output of Source

Potential Yield	Ml/d
Deployable Output	
Peak Week	Ml/d

Peak Season	Ml/d
Daily License	Ml/d
Annual License	Ml/d

7. Treatment Services and Water Quality Issues

7.1 Have you identified the potential water quality risks from your source water?

Please provide details of risks identified.

7.2 What is the cryptosporidium risk classification for your source water?

Describe the treatment processes you intend to use to mitigate those risks identified above?

7.3 Do you intend to dose for plumbosolvency and/or cuprosolvency? Yes / No

If Yes, please state chemical(s) and target dose.

7.4 Do you intend to fluoridate? Yes / No

If Yes, please state chemical(s) and target dose.

7.5 Please explain your reasoning for choosing the specific treatment process for mitigating the specified risk identified?

8. Water Quality Analysis

8.1 For the Water Supply (Water Quality)(Amendment) Regulations 2018, please indicate the proposed target levels for each parameter that you intend to supply water into the Severn Trent Water supply system.

Water Supply (Water Quality)(Amendment) Regulations 2018- Chemical Parameters – Part 1: Directive Requirements

* Control by Product Specification

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Acrylamide*	µg/l	0.10					
Antimony	µgSb/l	5.0					
Arsenic	µgAs/l	10					
Benzene	µg/l	1					

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Benzo(a)pyrene	µg/l	0.010					
Boron	mgB/l	1					
Bromate	µgBrO_3/l	10					
Cadmium	µgCd/l	5					
Chromium	µgCr/l	50					
Copper	mgCu/l	2					
Cyanide	µgCN/l	50					
1,2 Dichloroethane	µg/l	3.0					
Epichlorohydrin*	µg/l	0.10					
Fluoride	mgF/l	1.5					
Lead	µgPb/l	10					
Mercury	µgHg/l	1					
Nickel	µgNi/l	20					
Nitrate	mgNO_3	50					
Nitrite	Mg/l	0.5 at customer tap 0.1 at WTW					
Aldrin	µg/l	0.03					
Pesticides:							
Dieldrin	µg/l	0.1					
Heptachlor	µg/l	0.1					
Heptachlor epoxide	µg/l	0.1					
Total Pesticides	µg/l	0.5					
Sum of Polycyclic aromatic hydrocarbons	µg/l	0.1					
Selenium	µgSe/l	10					

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Sum of Tetrachloroethane and Trichloroethene	µg/l	10					
Trihalomethanes	µg/l	*					
Vinyl Chloride	µg/l	0.5					

***Water Quality Regulations require water suppliers to minimise Trihalomethanes**

Water Supply (Water Quality)(Amendment) Regulations 2018- Chemical Parameters – Part 2: National Requirements

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Aluminium	µgAl/l	200					
Colour	mg/l Pt/Co	20					
Hydrogen ion	pH value	(6.5 – 9.5)					
Iron	µgFe/l	200					
Manganese	µgMn/l	50					
Odour	Dilution number at 25 ºC	1*					
Sodium	mgNa/l	200					
Taste	Dilution number at 25 ºC	1*					
Tetrachloromethane	µg/l	3					
Turbidity	NTU	at customer tap 1 at WTW					

***Acceptable to customers with no abnormal change**

Water Supply (Water Quality)(Amendment) Regulations 2018– Microbiological Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Enterococci	Number/ 100 ml	0					
Eschericia coli (E. coli)	Number/ 100 ml	0					

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Coliform bacteria	Number/ 100 ml	0					
Cryptosporidium	Number ooysts/1 000ml	0					

Water Supply (Water Quality)(Amendment) Regulations 2018– Indicator Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Ammonium	mg NH_4/l	0.5					
Chloride	mgCl/l	250					
Clostridium perfringens (including spores)	Number/ 100 ml	0					
Colony counts	Number/ 1 ml at 22 ºC	No abnormal change					
Colony counts	Number/ 1 ml at 37 ºC	No abnormal change					
Conductivity	µs/cm at 20 ºC	2500					
Sulphate	SO_4 mg/l	250					
Radioactivity	Bq/l	Gross Alpha 0.1 Gross Beta 1					
If value for Gross alpha is > 0.1Bq/l or beta > 1.0 Bq/l provide Total Indicative Dose (TID)	mSv/ year	0.1					
Total Organic Carbon (TOC)	mgC/l	No abnormal change					
Tritium	Bq/l	100					
Turbidity	NTU	1					

Additional Parameters

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Temp.	^{o}C						
Total Hardness	Ca mg/l						
Alkalinity	HCO_3 mg/l						
Magnesium	mg Mg/l						
Potassium	mg K/l						
Phosphorous	µg P/l						
Zinc	µg Zn/l						
Barium	µg Ba/l						
Phenols	C_6H_5OH µg/l	10					
Surfactants	mg/l						
GCMS (Gas Chromatography & Mass Spectrometry)	µg/l						
Biological (Algae, Fly larvae, Crustacean)							

Other Pesticides

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Organo-Chlorine:							
124 TCB	µg/l						
Alpha Chlordane	µg/l						
Alpha HCH	µg/l						
Chlorothalonil	µg/l						
CIS Permethrin	µg/l						
Cyfluthrin	µg/l						
Cypermethrin	µg/l						
Delta HCH	µg/l						
Deltamethrin	µg/l						
Dichlobenil	µg/l						
Endosulphan A	µg/l						
Endosulphan B	µg/l						
Endrin	µg/l						
Fenvalerate	µg/l						
Fluroxypyr Meptyl	µg/l						
gamma HCH	µg/l						
H.C.H Beta	µg/l						
HCB	µg/l						
HCBD	µg/l						
Heptachlor	µg/l						
Heptachlor Epoxide	µg/l						
Isodrin	µg/l						
Methoxychlor	µg/l						
OP DDE	µg/l						
OP DDT	µg/l						
OP TDE	µg/l						
PCB 1254	µg/l						
PP DDE	µg/l						
PP DDT	µg/l						
PP TDE	µg/l						
Trans Permethrin	µg/l						
Acid Herbicides:							
2,3,6 T.B.A	µg/l						
2,4,5-T	µg/l						
2,4-D	µg/l						
2,4-DB	µg/l						
Benazolin	µg/l						
Bentazone	µg/l						
Bromoxynil	µg/l						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Clopyralid	µg/l						
Dicamba	µg/l						
Dichlorprop	µg/l						
Fenoprop	µg/l						
Fluoroxypyr	µg/l						
Ioxynil	µg/l						
MCPA	µg/l						
MCPB	µg/l						
Mecoprop	µg/l						
Pentachlorophenol	µg/l						
Triclopyr	µg/l						
Sub-Ureas:							
Carbendazim	µg/l						
Carbetamide	µg/l						
Chlorotoluron	µg/l						
Diuron	µg/l						
Isoproturon	µg/l						
Linuron	µg/l						
Metamitron	µg/l						
Methabenzthiazuron	µg/l						
Monolinuron	µg/l						
Monuron	µg/l						
Organo-Nitrogen and Triazines:							
Ametryn	µg/l						
Atrazine	µg/l						
Bromacil	µg/l						
Captan	µg/l						
Cyanazine	µg/l						
Dilufenican	µg/l						
EPTC	µg/l						
Ethofumasate	µg/l						
Fenpropidin	µg/l						
Fenpropimorph	µg/l						
Flutriafol	µg/l						
Metazachlor	µg/l						
Pendimethalin	µg/l						
Pirimicarb	µg/l						
Prometryne	µg/l						
Propachlor	µg/l						
Propazine	µg/l						

Parameter	Unit	PCV Limit	Licensee Proposed Lower control limit	Licensee Proposed Upper control limit	Mean Value	Number of samples based upon	Sample data set. start / end dates
Propiconazole	µg/l						
Propyzamide	µg/l						
Simazine	µg/l						
Technazene	µg/l						
Terbutryne	µg/l						
Triademefon	µg/l						
Triallate	µg/l						
Trietazine	µg/l						
Trifluralin	µg/l						
Organo-Phosphorous:							
Azinphos-Methyl	µg/l						
Carbophenothion	µg/l						
Chlorfenvinphos	µg/l						
Chlorpyriphos Ethyl	µg/l						
Chlorpyriphos Methyl	µg/l						
Demeton-S-Methyl	µg/l						
Diazinon	µg/l						
Dichlofluanid	µg/l						
Dichlorvos	µg/l						
Dimethoate	µg/l						
Disulphoton	µg/l						
Fenitrothion	µg/l						
Melathion	µg/l						
Mevinphos	µg/l						
Parathion	µg/l						
Phorate	µg/l						
Pirimiphos Methyl	µg/l						
Propetamphos	µg/l						
TCEP	µg/l						
Triazophos	µg/l						
Other Organic Pesticides							
Asulam	µg/l						
Carbamates	µg/l						
Chlordane-a	µg/l						
DCM	µg/l						
Difenzoquat	µg/l						
Glyphosate	µg/l						
Iprodione	µg/l						
Any other pesticide considered a risk (please specify each compound)	µg/l						

Please provide proof that all this sample data was performed by a suitably qualified and trained sampler and the analysis undertaken by a DWI recognised accredited laboratory.

9. Water Quality Monitoring Parameters

9.1 What monitoring is in place at source to ensure no adverse impact upon treatment?

9.2 What is the frequency of monitoring as specified above?

9.3 What devices/systems are in place to ensure that source water does not compromise treatment?

9.4 What systems are in place in the event of monitor failure?

9.5 What monitoring is in place during treatment to ensure no adverse impact upon treatment?

9.6 What is the frequency of monitoring as specified above?

9.7 What devices/systems are in place to ensure that source water does not compromise treatment?

9.8 What systems are in place in the event of monitor failure?

9.9 What monitoring is in place at the entry point to the Severn Trent Water supply system to ensure no adverse impact upon what will be agreed water quality?

9.10 What is the frequency of monitoring as specified above?

9.11 What systems are in place to ensure that treated water does not compromise treatment?

9.12 What systems are in place in the event of monitor failure?

10 Asset Management

10.1 Please provide a list of planned maintenance activities which you intend to undertake that have the potential to disrupt/compromise the quality and quantity supply?

10.2 Please provide details of your Contingency and Emergency Plans/Procedures to manage and mitigate the effects of any failure of supply either in quality or quantity or any other emergency or security related incident?

11 Other information not yet declared

12 Mandatory Declaration

“We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application.

Signature.....

Designation.....

Date.....

Return Address

Please return the completed questionnaire to:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

Email address WMU@severntrent.co.uk

Appendix 9: Secondary supply application (secondary) questionnaire – where Severn Trent Water is the secondary undertaker

Application questionnaire – for customers already connected to Severn Trent Water's network
By submitting this application in electronic or paper form, the licensee confirms that the information contained herein is to the best of their knowledge true and accurate.
Date of application:

1. General Information

Licensee name:	
Licensee company registration number:	
Licensee Reference No. (to be issued by PWU)	
Licensee confirms that the premises are eligible and complies with the Ofwat Eligibility Guidance November 2005.	Yes/ No
When do you propose that the wholesale supply begins? Day/Month/Year	
What is the expected duration? Years	Years

Demand

Demand requirements:-	2016-17	2017-18	2018-19	2019-20	2020-21
Annual consumption: m^3					
Any other information agreed between licensee and undertaker					

Estimates of supply that will be required at the exit point.	Annual	Monthly	Weekly	Daily
The likely future supply/demand of water at the exit point, consistent with the timescales in the primary water undertaker's WRP as far as is practicable.				
Details of the pressure requirements of the supply.				

2. Customer Details (confidential to Competition transfers exclusively)

Customer

Name of Primary Water Undertaker	
Post Code of licensee's customer	

Customer Specifics – compulsory

Special Needs on site	

Customer Specifics – as agreed

Storage Facilities	
Interruptible supply	
Summer /Winter variations required	
Additional Services from PWU required and not specified in WMA	
Other	

Water Undertaker Offer [Unique Premise Reference. The current PWU account no]

Undertaker Name:	

Unique Premises Reference	

Additional Information

"We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application".

Signature.....

Designation.....

Date.....

Return Address

Please return the completed questionnaire to:

Head of Wholesale Market Unit
Severn Trent Water Ltd
Severn Trent Centre
PO Box 5309
Coventry
CV3 9FH

Email address: WMU@severntrent.co.uk

Appendix 10: Secondary supplies (primary) detailed application questionnaire

Document Control

Document Type	Competition Document
Document Reference	Networks Access Code
Version	Version 2
Classification	Confidential when complete
Date of Issue	25th September 2007
Status	Final
Owned and Reviewed by	Wholesale Market Unit
Approval	Executive Team
Approved on	23rd September 2007
Reviewed on	11th September 2019

Network Access Questionnaire

The Secondary Supplies (Primary) Detailed Application Questionnaire has been optimised to reflect your intentions outlined in the Secondary Supplies (Primary) Parts 1 and 2 Application Questionnaire. The supplementary questions are to build upon previous information provided to fill in any gaps identified.

On completion of the Questionnaire, the information will be vetted and an assessment made. This assessment will be communicated back to you. Subsequently a meeting may be arranged between interested parties.

1. Licensee Information

All relevant information was captured within the Part Two of the Secondary Supplies (Primary) Application Questionnaire. No further information is required at this stage.

2. Services required by the Licensee

All relevant information was captured within the Part Two of the Secondary Supplies (Primary) Application Questionnaire. No further information is required at this stage.

3. Licensee Customer Details

All relevant information was captured within the Part Two of the Secondary Supplies (Primary) Application Questionnaire. No further information is required at this stage.

4 Entry Point Details

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire.

4.15 If new service pipe is required, and licensee is not intending to lay the new service, do you require Severn Trent Water to quote for this work?

4.16 If new service pipe is required, and licensee is laying the new service, please provide engineering drawing / schematic of proposal.

4.17 How do you propose to communicate information on water quality issues (exception reporting) to Severn Trent Water?

4.18 If telemetry is proposed for flow and pressure at the entry point, please provide details of parameters to be monitored.
Frequency, Maintenance and Control Philosophy.

4. Exit Point Details

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire.

5.18 If it is intended to phase the proposed input to the supply system, please provide details including quantities at start and finish and periods proposed.

5.19 If a new service pipe is required, and licensee is not intending to lay the new service, do you require Severn Trent Water to quote for this work?

5.20 If a new service pipe is required, and licensee is laying the new service, please provide engineering drawing / schematic of proposal.

5.21 How do you propose to communicate information on water quality issues (exception reporting) to Severn Trent Water?

5.22 If telemetry is proposed for flow and pressure at the exit point, please provide details of parameters to be monitored.

Frequency, Maintenance and Control Philosophy.

5. Storage Requirement

All relevant information was captured within the Part Two of the Secondary Supplies (Primary) Application Questionnaire. No further information is required at this stage.

6. Source Water(s) – general information

7.23 What is the storage capacity that can be used? ____Ml

7.24 If you have storage, what is the duration of storage at average output _____ Days

7.25 If you have storage, what is the duration of storage at maximum output _____ Days

7.26 What is the maximum sustainable daily output in a drought period _____ Ml/d.

7.27 Drought Deployable Output available to applicant _____ Ml/d

7.28 In a drought situation do the licensee's rights take precedence? Yes / No

7.29 In a drought are you as licensee subject to a pro rata reduction in water which you can take from the source? Yes / No

If yes, please state the conditions.

7.30 What is the licensees drought deployable output for partial rights to source? _____Ml/d

9. Treatment Services and Water Quality Issues

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire

9.6 Do your treatment chemicals comply with BSEN standards?

9.7 Is the source covered by Environment Agency POLWARN? Yes / No

9.8 Are you registered to receive POLWARN advice from the EA? Yes / No

10. Water Quality Analysis

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire.

10.2 Please provide information on the linear trends for nitrate and arsenic using UKWIR WR09 guidelines (UKWIR/EA sponsored trends in Groundwater Quality projects).

11. Water Quality Monitoring Parameters

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire.

11.13 Please indicate the level of monitoring available at the point of entry to the Severn Trent Water supply system?

	On-line* or Manual	Fail-safe		Frequency
		Yes	No	
Chlorine Residual				
Fluoride				
Phosphate				
Turbidity				
pH				
TOC**				
Others (Describe)				

*Please specify for each parameter if there is any validation e.g. triple validation or duplicate monitoring
**Use of UV monitoring at wavelength 254nm can be used as a surrogate

11.14 If telemetry is proposed for quality monitoring at the entry point, please provide details of parameters to be monitored.

Frequency, Maintenance and Control Philosphy.

11.15 Is your onsite and online monitoring equipment accredited and maintained to the required industry standard/specificaion?

12 Asset Management

Continued from Part Two of the Secondary Supplies (Primary) Application Questionnaire.

12.3 What measures will be put in place to mitigate the risk of supply interruption during planned maintenance activities?

13. Controlling Inputs and Outputs

13.1 What controls will be put in place to ensure that the inputs, outputs and the balancing are within the declared diurnal and daily average flows?

13.2 Please provide any other additional information that you believe would be relevant to undertake technical evaluation work.

14. Other information not yet declared

15. Mandatory Declaration

"We hereby certify that all reasonable care has been taken in providing the above information, and that it is to the best of our knowledge true and accurate. We understand and acknowledge that this same information will be relied upon in processing this application".

Signature.....

Designation.....

Date.....

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