



**Severn Trent Water Limited**

Accounts Receivable

PO Box 5311

Coventry

CV3 9FL

[www.stwater.co.uk/newconnections](http://www.stwater.co.uk/newconnections)

NAME  
ADDRESS

Tel: 07525 808 810

0800 707 6600

E-mail:

Contact:

PLEASE QUOTE REFERENCE

**REF NUMBER**

IN ANY FUTURE CORRESPONDENCE

Dear ,

**Without prejudice and subject to the completion of a Section 51A Agreement**

**Section 51A Agreement for the Self Lay of New Water Supplies at SITE ADDRESS**

**Agreement and Parties**

With further reference to this matter, I enclose three copies of a Section 51A Self Lay Agreement. Please note that this agreement is based upon the national Self Lay Code of Practice v3.1.

The agreement also caters for use of a Surety, an Owner if the Developer does not own the development site and an Adjoining Owner if the new water main or part of it has to be laid in third party land outside of the development site, to be parties to the S51A Agreement.

From the details you have provided there are no other Owners affected, or a requirement to provide a Surety.

**Payments and Charges**

The estimated Relevant Deficit Payment, the Discounted Aggregate Deficit (commuted sum payment) and the Asset Value payment have been calculated in accordance with the current legislation. A summary spreadsheet and cost template are attached showing the calculation and our charges for the work we have to do. (Please note that we can now only determine your contribution to the cost of the work once our actual construction costs are known.)

The charges are summarised as follows:-

Relevant Deficit	=	£*****
Commutated Sum	=	£*****
Asset Value	=	£*****
Developer Payment (Cost of works by STW)	=	£***** (£***** + £***** VAT)

Before the work can proceed your company will have to pay to us the pre-commencement payment for the amount of £\*\*\*\*\*

### **Actions required by Developer**

Some information necessary to complete the engrossment is not available to us. Therefore we shall be grateful if you will arrange for copies of your construction programmes for both the new On Site Water Mains and Service Pipes to be annexed to these Agreements.

Please arrange for the copies of the Agreement to be signed by an approved signatory at your Company, passed to your SLO, where appropriate the Owner(s) and/or Adjacent Owner(s) for completion and then return them to us as soon as possible for signature by the Company.

Please note that we require installers of self lay pipework to satisfy our competence requirements. Accreditation in accordance with the Lloyds Water Industry Registration Scheme will satisfy our requirements.

A copy of the Agreement (to be signed by your Company, your SLO, and if appropriate the Owner(s) and/or the Adjacent Owner(s)) will then be forwarded to you upon completion by Severn Trent Water Ltd.

The Agreement is to be executed under hand.

As xxxxxxxxxxxxxxxxxxx have completed the design for the site, Severn Trent Water Ltd assume that xxxxxxxxxxxxxxxxxxx have liaised with the Fire Authority and have approval prior to the commencement of work. Please send a copy of the Fire Authority response to Severn Trent Water Ltd at your earliest convenience in order for the agreements to be countersigned.

### **Service Connections**

Before any service connections can be self laid you must comply with the requirements laid down in the Self Lay agreement. This includes providing us with the full postal addresses.

### **Further Action**

Our offer will remain valid only for a period of 6 months from the date of this letter. Should you decide to go ahead after this period has expired, it may be necessary for us to provide an

updated cost estimate. (There will be an additional cost for re-estimating the work after this time.)

The scheduling of Severn Trent Water Ltd works are subject to delays due to possible Traffic Management Act and New Roads and Street Works Act constraints and Risk Assessment procedures.

If you wish to proceed with the self lay of mains and service connections for this development you need to

- **A letter and plan from your Solicitor confirming site ownership**
- Complete and return the agreements as stated above
- Confirm who will be doing the work
- Confirm that the above SLO currently meets our accreditation requirements to undertake the work
- Pay the Pre-commencement Payment for the amount of £\*\*\*\*\*
- **Please confirm which party is to pay the service quotes**

Yours sincerely

## **Developer Services**

### **Enclosures**

- Self Lay Agreement with drawing number \*\*\*\*\*
- Financial Appendix

## **Financial Appendix**

Site address: \*\*\*\*\*

STW ref: \*\*\*\*\*

### **Financial variables**

Description	Value
Total scheme cost	£*****
Number of properties to be connected to new mains	****
Basic income per property – Flat/Terrace	£182.32
Basic income per property – Semi - Detached	£203.32
Basic income per property – Detached	£215.91

### Occupancy rate

Year	1	2	3	4	5	6	7	8	9	10	11	12
Properties	-	-	-	-	-	-	-	-	-	-	-	-

\*Year 1 starts from the date the first section of main is commissioned

### Relevant Deficit and Discounted Aggregate Deficit Sum Calculation

#### Lay only

Year	Annual finance costs	Projected revenue	Projected relevant deficit	Discount factor	Statutory commuted sum
1	*****	*****	*****	*****	*****
2	*****	*****	*****	*****	*****
3	*****	*****	*****	*****	*****
4	*****	*****	*****	*****	*****
5	*****	*****	*****	*****	*****
6	*****	*****	*****	*****	*****
7	*****	*****	*****	*****	*****
8	*****	*****	*****	*****	*****
9	*****	*****	*****	*****	*****
10	*****	*****	*****	*****	*****
11	*****	*****	*****	*****	*****
12	*****	*****	*****	*****	*****
<b>Statutory commuted sum</b>					<b>£*****</b>

#### Excavate Lay & Backfill

Year	Annual finance costs	Projected revenue	Projected relevant deficit	Discount factor	Statutory commuted sum
1	*****	*****	*****	*****	*****
2	*****	*****	*****	*****	*****
3	*****	*****	*****	*****	*****
4	*****	*****	*****	*****	*****
5	*****	*****	*****	*****	*****
6	*****	*****	*****	*****	*****
7	*****	*****	*****	*****	*****
8	*****	*****	*****	*****	*****
9	*****	*****	*****	*****	*****
10	*****	*****	*****	*****	*****
11	*****	*****	*****	*****	*****
12	*****	*****	*****	*****	*****
<b>Statutory commuted sum</b>					<b>£*****</b>

### Asset Value Calculation

Year	Annual finance costs	Projected revenue	Income allowance	Discount factor	Asset value
1	*****	*****	*****	*****	*****
2	*****	*****	*****	*****	*****

3	*****	*****	*****	*****	*****
4	*****	*****	*****	*****	*****
5	*****	*****	*****	*****	*****
6	*****	*****	*****	*****	*****
7	*****	*****	*****	*****	*****
8	*****	*****	*****	*****	*****
9	*****	*****	*****	*****	*****
10	*****	*****	*****	*****	*****
11	*****	*****	*****	*****	*****
12	*****	*****	*****	*****	*****
<b>Estimated gross asset value</b>					<b>£*****</b>

**Non contestable charges**

Item	Description	Cost
1	Shut off: Single Connection	£*****
2	Open Cut ****m (PE): up to 180mm	£*****
3	Install SV/FH/WO/Tee/Bend	£*****
4	Traffic Management	£*****
5	Back to Back Connections	£*****
6	Pre-Site Visit	£*****
<b>VAT</b>		<b>£*****</b>
<b>Estimated Non contestable Charges</b>		<b>£*****</b>

**Asset value payment**

<b>Estimated net asset value payment</b>	<b>£*****</b>
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**Advanced self-lay payment**

<b>Advanced self-lay payment*</b>	<b>£*****</b>
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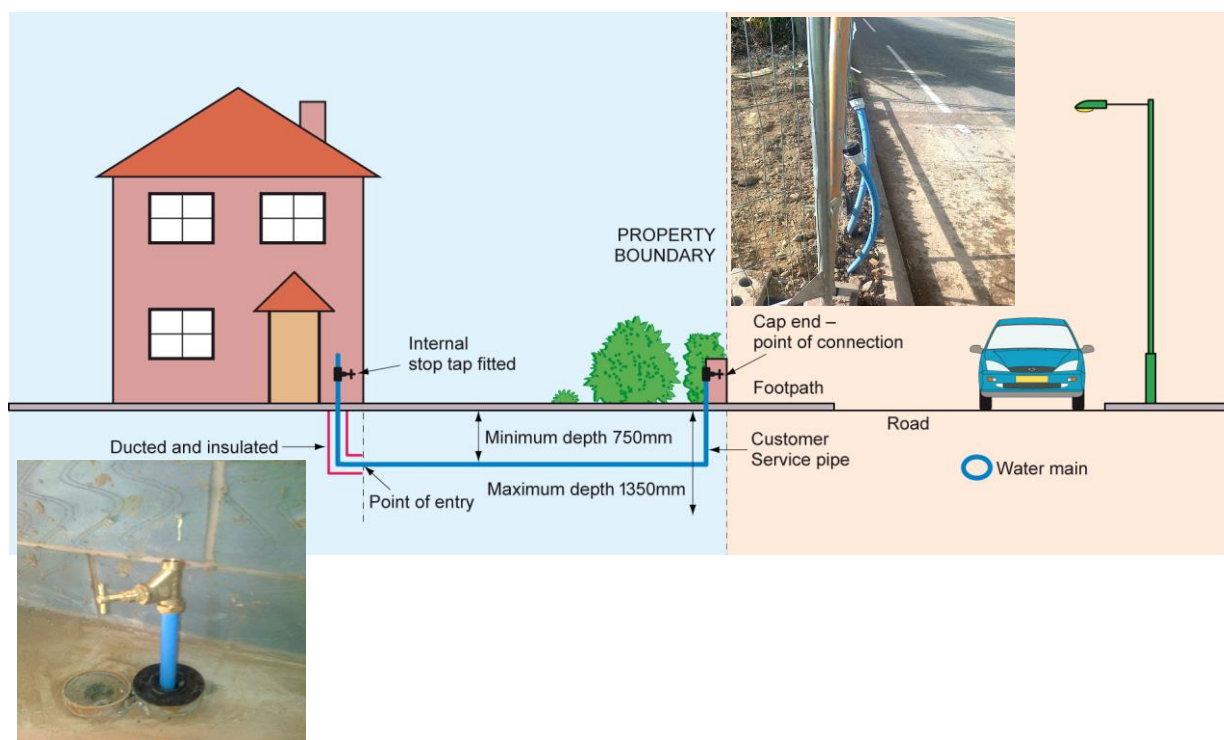
\* This is the lesser of the statutory commuted sum and the non contestable works

## Installing your supply pipe

New supply pipe(s) must be installed in accordance with the Water Supply (Water Fittings) Regulations 1999 and in particular that:

- The depth of service pipe is between 750mm and 1350mm. Should a customer wish to lay a pipe less than 750mm or greater than 1350mm the customer must notify Severn Trent Water prior to any work commencing.
- The service pipe is insulated and ducted at 750mm at the point of entry into the property and fitted with a controlling stopping device internally.
- At the point of connection an end cap compression fitting has been installed to prevent ingress and contamination of the service pipe. The end cap fitting must be fitted prior to the pipe being laid.

Our preference for the incoming stopping device would be a WRAS approved (see approved water fittings on WRAS website [www.wras.co.uk](http://www.wras.co.uk)) screw down stop tap with a brass body and seat washer. Where multiple new metered connections are brought out to a similar point the pipe tails should be labelled with the relevant plot number. This will prevent the possible cross connection of supply pipes.



DATED

Severn Trent Water Limited

- and -

DEVELOPER

- and -

SELF LAY PARTNER

**AGREEMENT**

relating to

Self Laying of Water Mains and Service Pipes at \*\*\*\*\*

**THIS ADOPTION AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN**

- (1) **SEVERN TRENT WATER LIMITED** whose registered office is at Severn Trent Centre, 2 St John's Street, Coventry, CV1 2LZ (Company registration no. 02366686) (“**the Undertaker**”), being the Undertaker in whom the Self Lay Works will be vested;
- (2) \*\*\*\*\* whose registered office is at \*\*\*\*\* (Company registration no. \*\*\*\*\*) (“**the Developer**”), being the party intending to carry out the Development;
- (3) \*\*\*\*\* whose registered office is at \*\*\*\*\* (Company registration no. \*\*\*\*\*) (“**the SLP**”), being the party undertaking the Self Lay Works on behalf of the Developer;
- (4) ..... whose registered office is at ..... (Company registration no.....) (“**the Owner**”), being the owner of the Site (if not the Developer);
- (5) ..... whose registered office is at ..... (Company registration no.....) (“**the Adjoining Owner**”), being the owner of land adjoining the Site, in which Self Lay Works are also to be undertaken,;
- (6) ..... whose registered office is at ..... (Company registration no.....) (“**the Surety**”), being the party providing security for the Self Lay Works and the payments to be paid to the Undertaker.

**(NOTE: IF A PARTY IS NOT APPLICABLE DO NOT DELETE BUT INSERT “NONE”)**



**IT IS AGREED** as follows:-

## **1 Interpretation**

1.1 The following terms, as defined below, are specific to this Agreement:

Construction Period	XX months from the Start Date
Defects Liability Retention Payment	£0.00, being the security only required by the Undertaker where there is robust evidence to demonstrate the need for additional assurances.
Developer	The person or business which is responsible for the development.
Development	the development to be carried out by the Developer on the Site under planning permission reference no. .... comprising XXXX premises
Drawing(s)	the Layout Plan and such other drawings and calculations relating to the Self Lay Works numbered: XXXXXXXXXXXXXXXXXXXX (NB. not to be annexed to this Agreement)
Estimated Gross Asset Value	£XXXXXXXX, being the gross amount payable to the SLP on adoption of the mains which takes account of any income offset due when the mains are adopted and excluding any non-contestable costs.
Inspection Fee	£97.00 + VAT, in respect of the Undertaker's inspection and supervision of the Self Lay Non-Contestable Works.
Layout Plan	plan number XXXXXXXXXXXXXXXXXXXX, annexed hereto, showing the Site, the Adjoining Land and the layout of the Self Lay Works.
Pre-commencement Payment	£XXXXXXXX, being the security required by the Undertaker, which shall be capped at the level of any advanced payment had the works been requisitioned.
Service Pipe Deposit	the security required in respect of the proper construction of the Service Pipes.
Site	land at XXXXXXXXXXXXXXXXXXXX shown edged in green on the Layout Plan
Non-contestable Works	the items which are to be carried out by the Undertaker. These are listed in Schedule 2, which must be completed prior to signing.
Water Mains Phasing Programme	the programme, approved as part of the design of the Self Lay Works, which is listed in Schedule 1.

1.2 The following general terms, as defined below, shall also apply throughout this Agreement:

Act	Water Industry Act 1991
Accredited	Means, with respect to Contestable Works:- - Accredited under WIRS; or, - Accredited by a water company the relevant Undertaker in relation to its own water distribution system, in respect of a specified activity.
Adjoining Land	land adjoining the Site, shown edged brown on the Layout Plan, in the

	ownership of a person other than the Developer or the Owner where part of the Self Lay Works are to be undertaken.
Bond Amount	a sum equal to the Pre-commencement Payment.
Charges Scheme	The Charges Scheme made by the Undertaker.
Code of Practice	the Code of Practice for the Self Laying of Water Mains and Services issued by Water UK in force and current at the time date of this Agreement being made.
Connection Charges	the connection charges, as published by the Undertaker, which are applicable at the time when a Service Pipe Connection is made as part of the Self Lay Works and/or in respect of any Service Pipe Connections to be made by the Undertaker.
Contestable work	Work which may be carried out by the SLP
Days	In calendar days unless explicitly stated otherwise.
Defects	A fault caused by poor workmanship or flaw in the installed materials.
Defects Liability Period	12 months from the date when the Water Main was satisfactorily commissioned and connected to the public water supply network or in the case of a Service Pipe 12 months from the date of the Service Pipe Connection or compliance with clause 9.2, whichever is the later.
Infrastructure Charge	the Infrastructure Charge payable to the Undertaker under section 146 of the Act in respect of any new connection to the Water Main or any other water main [or public sewer] vested in the Undertaker.
Net Asset Value	the payment made on adoption of the mains to the SLP which takes account of any income offset due when the mains are adopted.
Non-contestable Works Costs Schedule	The chargeable items payable by the SLP to the Undertaker in respect of the Non-contestable elements of the Self Lay Works as set out in Schedule 3. Notwithstanding the fact that indicative (i.e. current at the date of the Agreement) charges are set out in Schedule 3, the charges shall be payable at the rate prevailing at the date of the Self Lay Works as set out in the Charges Scheme or as otherwise published by the Undertaker.
Protected Strip	a strip of land 3 metres measured horizontally on either side from the centreline of the Water Main (or any other water main [or public sewer] vested in the Undertaker) or such other distance or distances as may reasonably be specified by the Undertaker and are shown on the Drawing(s).
Self Lay Works	the construction of the Water Main to serve the Development on the Site together with accessories as defined in the Act and all necessary works of reinstatement to the land or to any Street in which the Self Lay Works are constructed and the laying of the Service Pipes and the Service Pipe Connections to be made by the SLP.
Service Pipe	such part of any service pipe (up to and including 63mm diameter) supplying water to any house or building on the Site (including the meter, meter box, surface box, marker and other apparatus) which is to be vested

	in the Undertaker, shown as the Communication Pipe on Figure 1 of the Code of Practice.
Service Pipe Connection	The connection of a Service Pipe to the Water Main or to any other water main vested in the Undertaker.
Service Pipes Construction Programme	the programme to be provided under clause 3.2 including any subsequent variation agreed in writing pursuant to clause 9.
SLP	A Provider, other than the Undertaker who is appropriately Accredited to undertake Contestable Works in relation to the provision of new water connections (mains, services and associated works).
Specification	the Code of Practice, current at the time this Agreement is made, together with any published design practice guidelines and schedule of permissible materials and construction techniques issued by the Undertaker and together with the Drawing(s).
Start Date	the date agreed in writing that the Self Lay Works shall commence pursuant to clause 3.4.
Street Works Legislation	New Roads and Street Works Act 1991, Traffic Management Act 2004 and any other Act governing the carrying out of Street Works in a Street. (“Street”, “Street Authority” and “Street Works” shall be defined accordingly.)
Water Main	the water main (including accessories as defined in the Act) to be constructed by the SLP as part of the Self Lay Works along the route shown approximately on the Drawings.
WIRS (Water Industry Registration Scheme)	The Registration Scheme operated by Lloyds Register EMEA on behalf of Water UK and its members, which certifies the competence of companies undertaking self lay works.

- 1.3 This Agreement made in pursuance of Section 51A of the Act sets out the entire agreement and understanding between the parties in relation to the Self Lay Works.
- 1.4 If no details are shown for any of the parties (other than the Undertaker and Developer who are mandatory) it shall be assumed there is no such party
- 1.5 This Agreement is personal to the parties save as provided for in clause 15 or:
- 1.5.1 on the solvent reconstruction or amalgamation of any of the parties; or
- 1.5.2 on the appointment under the Act of another person as the water undertaker for the area including the Site.
- 1.6 If more than one person is named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally.
- 1.7 References to gender shall include either gender or a corporate identity and the singular shall include the plural.
- 1.8 References to any term set out in clauses 1.1 and 1.2 shall, with the Undertaker’s written

consent, include any part or parts thereof and any variation thereof agreed in accordance with clause 11.

- 1.9 References to an Act of Parliament include any statutory modification or re-enactment thereof for the time being in force and all regulations, orders and codes of practice made under that Act of Parliament and any modification or replacement thereof.
- 1.10 The Interpretation Act 1978 shall apply for the purposes of interpretation of this Agreement as it applies to the interpretation of an Act of Parliament
- 1.11 In the event of any conflict or ambiguity, the Code of Practice shall prevail over individual clauses set out below and the Drawing(s) shall prevail over the Code of Practice.

## **2. Preliminary Requirements**

2. Prior to this Agreement being completed or, if later, as soon as reasonably practicable thereafter and in any event before construction of the Self Lay Works are commenced:
  - 2.1 the Self Lay Works shall have been designed either by an Accredited provider contracted to the SLP or the SLP itself (such design to have been approved in writing by the Undertaker) or by the Undertaker;
  - 2.2 any phasing of the Self Lay Works (other than the Service Pipes Construction Programme) shall have been agreed between the SLP and the Undertaker;
  - 2.3 if no party is expressly named in this Agreement as the SLP or if the party named as the SLP intends to sub-contract any of the Self Lay Works to another person, the Developer or the SLP (as the case may be) shall have notified the Undertaker in writing of all contractors and sub-contractors, each of whom must be accredited either under the Water Industry Registration Scheme or by the Undertaker and must remain duly accredited for the duration of the Self Lay Works and this Agreement, who is or will be appointed to undertake the Self Lay Works Provided That no more than one person acting as SLP may be named as a party to this Agreement, such person shall be the principal contractor or sub-contractor responsible for the management and supervision of the Self Lay Works and such party shall not be entitled under any circumstances to sub-contract any aspect of the management and supervision of the Self Lay Works;
  - 2.4 any charges payable to the Undertaker in respect of the design of the Self Lay Works or the approval of such design shall have been paid by the SLP to the Undertaker.
  - 2.5 the Undertaker shall have notified the SLP in writing of the estimated cost of the Non-Contestable Works (Schedule 2) or, if nothing is specified in Schedule 2, that there are no Non-Contestable Works; and
  - 2.6 the Undertaker shall have notified the SLP of the Estimated Net Asset Value.

## **3. SLP Obligations**

- 3.1 The SLP shall not commence any part of the Self Lay Works until this Agreement has been completed and Pre-commencement Payments have been received by the Undertaker by either the SLP or the Developer.
- 3.2 Before the Self Lay Works commence on site, the SLP must provide the Undertaker with a work programme and keep this regularly updated and if required by the Undertaker attend a pre-commencement meeting.

- 3.3 The SLP shall give prior written notification to the Undertaker of its intention (when the construction of the Self Lay Works has ceased for more than 14 Days) to recommence such construction.
- 3.4 The SLP shall not make any Service Pipe Connections which the Undertaker has notified the SLP that it will make.
- 3.5 Where appropriate, the SLP shall pay to the Undertaker the charges (including Infrastructure Charges) due in respect of the Self Lay Works as set out in the Costs Schedule, which notwithstanding the fact that indicative (i.e. current at the date of the Agreement) charges are set out in Schedule 3, shall be payable at the rate (as set out in the Charges' Scheme or as otherwise published by the Undertaker) prevailing at the date of the relevant part of the Self Lay Works.
- 3.6 The SLP shall properly construct and complete the Self Lay Works in accordance with the Specification and this Agreement within the Construction Period and to the satisfaction of the Undertaker.
- 3.7 The SLP shall arrange for the Undertaker to have access to the Self Lay Works and the Site at all reasonable times and in particular shall, at its own cost, provide all relevant plant, equipment (including safety equipment) signing, guarding, lighting and personnel whilst the Undertaker is inspecting the Self Lay Works on the Site.
- 3.8 The SLP shall apply to the Undertaker to connect the Water Main to the Undertaker's public water supply system by giving not less than 10 Days written notice before such connection is required.
- 3.9 In carrying out the Self Lay Works in a highway maintainable or a highway which has been declared to be prospectively maintainable at the public expense, the SLP shall:
  - 3.9.1 obtain a Street Works licence in its own name from the Street Authority for the Street;
  - 3.9.2 comply fully with the Street Works Legislation and make all payments due under the Street Works Legislation; and
  - 3.9.3 in particular, but without prejudice to the generality of the foregoing, comply fully with the requirements of the Street Works Legislation regarding the supervision of the Self Lay Works by a qualified supervisor and the presence on site of a trained operative to the extent that such provisions are for the time being in force.
- 3.10 In carrying out the Self Lay Works, the SLP shall ensure that all construction operations are carried out in such a way as to avoid danger to the public and minimise disturbance to the general public and to any access to any premises or use of any public highway or private road.
- 3.11 Subject to clauses 3.12 and 3.13, during the Defects Liability Period the Undertaker may carry out any maintenance of or repair any Defect in the Self Lay Works or, at its discretion, may by written notice require the SLP to remedy any Defect (to a reasonable timescale determined by the Undertaker) or make good the Self Lay Works.
- 3.12 Insofar as any part of the Self Lay Works involve work in a Street, then notwithstanding any other term of this Agreement the SLP shall continue to be liable to execute any work which forms part of the temporary or permanent reinstatement for the duration of the permanent guarantee period (within the meaning of S1.2.1 of the Specification for the Reinstatement of Openings in Highways approved in June 1992 under the Street Works Legislation) PROVIDED THAT after any part of the Self Lay Works affected by any such work has become vested in the Undertaker the Undertaker may by giving the SLP not less than 5 Days

notice in writing require the SLP to carry out any such work within such time as may be specified and if the SLP fails to carry out any such work within the time specified or if the circumstances constitute an emergency, the Undertaker shall be entitled to carry out such works after giving reasonable notice (taking into account the urgency of the work) to the SLP.

- 3.13 The SLP shall reimburse the Undertaker for all such proper and reasonable costs as may be incurred by the Undertaker under clauses 3.11 and 3.12.
- 3.14 The SLP shall pay any payment payable to the Undertaker under this Agreement within 35 Days of receipt of an invoice.
- 3.15 The SLP shall not carry out any activities which may affect any of the Undertaker's existing public water mains or the water therein unless such activities shall have been previously agreed in writing by the Undertaker.

#### **4. Further Obligations on the part of the Developer and Owner**

- 4.1 Throughout the term of this Agreement, the Developer warrants that it has and will retain sufficient rights in the Site and any Adjoining Land to enable the Self Lay Works to be constructed and to permit their use repair and maintenance prior to the date when the Self Lay Works are vested in the Undertaker.
- 4.2 Insofar as the Site is in the freehold ownership of a party named as the Owner or there is Adjoining Land, the Developer warrants that it has examined the title of such Owner or the Adjoining Owner, as the case maybe, and that such person has an unencumbered title to such part of the Site or the Adjoining Land, as the case maybe, where the Self Lay Works are to be constructed.
- 4.3 The Developer and the Owner acknowledge that until vesting in respect of the Water Main pursuant to clause 8.2 or the vesting of any Service Pipe pursuant to clause 9.1, the Water Main or Service Pipes, as the case may be, shall belong to the SLP.
- 4.4 The Developer and the Owner shall not build or place, or permit to be built or placed, any building, structure, erection, plant, machinery or apparatus and shall not plant, or permit to be planted, any tree on, over or within any Protected Strip without the written consent of the Undertaker PROVIDED THAT this condition shall not apply to anything shown on the Drawing(s) or the Layout Plan within a Protected Strip or to the apparatus of any electricity, gas, sewerage or telecommunications undertaker provided that any such electricity, gas, sewerage or telecommunications apparatus does not obstruct future access to any part of the Self Lay Works.
- 4.5 the SLP or Developer shall be liable to pay to the Undertaker the balance of the revised estimate of the Pre-commencement Payment made through an adjustment to the Gross and Net Asset Value provided a complete breakdown of the actual costs incurred and income offset calculation is given.
- 4.6 Before the Self Lay Works are vested in the Undertaker, the Developer shall at the Undertaker's request execute or secure the execution (at no cost to the Undertaker) of:
  - 4.6.1 a Transfer to the Undertaker (if so required by the Undertaker) vesting in the Undertaker the title absolute free from any covenant, easement, exception or reservation or other encumbrance of the land forming the sites of pumping stations that form part of the Self Lay Works together with all rights necessary to gain access thereto with vehicles and the Transfer deed shall contain the following agreement and declaration:

"It is hereby agreed and declared that this Transfer of the Property shall not vest in [Undertaker's name] any pumping station or accessories thereto on, over or under the

Property provided however that the same may vest in [Undertaker's name] as part of any vesting of water mains within the [Site] and until such time the obligations of the Transferor in any Agreement by virtue of Section 51A of the Water Industry Act 1991 shall remain unimpaired and fully enforceable”

- 4.6.2 a Deed of Grant of Easement (if so required by the Undertaker) in the standard form of the Undertaker (annexed hereto) in relation to the Self Lay Works except in respect of any Service Pipes or any part of the Self Lay Works within a Street.

## **5. Adjoining Land**

- 5.1 If the SLP is to construct any part of the Self Lay Works in any Adjoining Land then the Adjoining Owner shall be a party to this Agreement for the sole purpose of acknowledging and consenting to the arrangements herein expressed between the SLP, Developer and the Undertaker and agreeing to the covenants set out in this clause. (For the avoidance of doubt the Adjoining Owner shall have no liability under the provisions of this Agreement in relation to the construction and future maintenance or repair of the Self Lay Works.)
- 5.2 The Adjoining Owner hereby consents and agrees to the arrangements contained within this Agreement as far as they relate to the Adjoining Land and to the adoption of the Self Lay Works into the Undertaker's public water supply system and acknowledges that the Undertaker shall be entitled to carry out its statutory rights under the Act in respect of the Adjoining Land following the vesting of the Self Lay Works.
- 5.3 The Adjoining Owner acknowledges that the Self Lay Works belong to the SLP until they become vested in the Undertaker and agrees to give the same covenant as set out in clause 4.5 in respect of the Adjoining Land.

## **6 Inspection of Self Lay Works**

- 6.1 During the progress of the Self Lay Works, the Defects Liability Period and the permanent guarantee period provided for in clause 3.12 of this Agreement, the SLP and the Developer shall give to the Undertaker and any person or persons duly authorised by him access to every part of the Self Lay Works and, insofar as it is practicable to do so and necessary to confirm the quality and specification of materials which are to be used for the Self Lay Works, to all workshops and places where work is being prepared or from which materials and machinery are being obtained for the Self Lay Works and permit them or him to inspect the same and all materials used or intended for use therein and to take samples of materials used or proposed to be used in connection with the Self Lay Works and to carry out tests as he may deem necessary.
- 6.2 The Undertaker may by notice in writing require the removal or proper re-execution of any work which in respect of materials or workmanship is in its opinion faulty or not in accordance with the Specification or the Street Works Legislation and the SLP shall forthwith comply with any such requirement.
- 6.3 The SLP shall, if so requested by the Undertaker, open up for inspection any part of the Self Lay Works which may have been covered up and if the SLP fails to comply with any such requirement the Undertaker may itself open up the relevant part of the Self Lay Works PROVIDED THAT:
- 6.3.1 in the event of any part of the Self Lay Works being found to be defective, the cost of such opening up and of rectification of any defects and the reinstatement (including reasonable administrative costs and incidental expenses) shall be borne by the SLP; or

6.3.2 in the event that no part of the Self Lay Works is found to be defective, the cost of such opening up and reinstatement shall be borne by the Undertaker unless the reason the Undertaker required the Self Lay Works to be opened up was because that part of the Self Lay Works had commenced before the Start Date, notice had not been given in accordance with clause 3.2 or the Undertaker was not previously allowed access in accordance with clause 6.1, in which case the relevant costs (including reasonable administrative costs and incidental expenses) shall be borne by the SLP.

## **7. Default by the SLP and/or the Developer**

7.1 In the event of default (at the sole determination of the Undertaker) of any obligations under this Agreement by the SLP, the Developer (if a separate party to the SLP) shall become jointly and severally liable for the SLP's obligations.

7.2 In the event of default (at the sole determination of the Undertaker) of any obligations under this Agreement by the Developer, the Owner (if a separate party to the Developer) shall become jointly and severally liable for the Developer's (including, under clause 7.1, the SLP's) obligations.

7.3 In the event of a failure by the SLP to carry out and maintain the Self Lay Works or any part thereof in accordance with the provisions of this Agreement or (once having commenced the Self Lay Works) diligently to proceed with the same within the Construction Period or in the event that the SLP shall fail to comply with any obligation of a utility executing Street Works under the Street Works Legislation or in the event of the SLP ceasing to be accredited before the Self Lay Works have been adopted, the Undertaker may take over the construction of and/or remedy, reconstruct, maintain and complete such part or parts of the Self Lay Works as the Undertaker deems appropriate by giving the Developer and the SLP at least 10 Days notice in writing (or such notice (if any) as shall be reasonable in the case of an emergency of which the Undertaker shall be the sole judge) of its intention to do so and recover the costs and expenses incurred in carrying out any such work (including reasonable administrative costs and incidental expenses) from the SLP (or, in default, the Developer or the Bond Amount or the Surety ) without prejudice to any other rights the Undertaker may have.

7.4 Furthermore, in the event of the Undertaker carrying out and/or maintaining the Self Lay Works pursuant to clause 7.3, the Undertaker shall be entitled to enter upon and temporarily occupy by its servants, contractors, agents or workmen so much of the Site as may be required for the purposes of carrying out such work and for that purpose may expel the SLP and/or any other party from that part of the Site where the Self Lay Works are being undertaken.

7.5 Without prejudice to clause 7.3, in the event of the SLP failing to fulfil any obligation under this Agreement not mentioned in clause 3 or the Developer, Owner or Adjoining Owner failing to fulfil any of their obligations under this Agreement, the Undertaker may give 10 Days notice in writing (or such notice (if any) as shall be reasonable in the case of emergency of which the Undertaker shall be the sole judge) to the SLP and the Developer specifying the default and the date by which such default is to be remedied and if not remedied by such date, the Undertaker may either:

7.5.1 call upon the Surety to pay on demand such amount or amounts (including reasonable administrative costs and incidental expenses) as may from time to time be certified by the Undertaker as necessary to fulfil such of the SLP's, Developer's, Owner's or Adjoining Owner's obligations, as the case may be PROVIDED THAT such liability shall not exceed the Bond Amount; or

7.5.2 use the Bond Amount to fulfil any such obligations.

7.6 The Surety shall not be released from its liability under this Agreement until either:



- 7.6.1 the expiration of the Defects Liability Period; or
- 7.6.2 payment to the Undertaker of the full amount of the Bond Amount, whichever is the earliest;

PROVIDED THAT on the expiration of the Defects Liability Period in respect of the Water Main, the Undertaker shall (without prejudice to the Surety's ongoing liability in respect of Service Pipes (limited to the Service Pipe Deposit)) release the Surety from its liability under this Agreement in respect of the Water Main; and

PROVIDED ALSO that the Undertaker may at any time prior to the end of the Defects Liability Period in respect of the Service Pipes at its sole discretion (after receipt of an application from the SLP) release part or all of the Service Pipe Deposit by giving written notice to the Surety, SLP and the Developer.

- 7.7 For the avoidance of doubt, the Surety shall not be discharged or released from its obligations by any determination or disclaimer of this Agreement or by any arrangement between the SLP and the Undertaker or by any alteration in the SLP's obligations or by the execution of any variation to the Self Lay Works authorised under this Agreement or by any forbearance whether as to payment, performance, time or otherwise whether made with or without the assent of the Surety.
- 7.8 If the amount demanded from the Surety under clause 7.3 or 7.5.1 exceeds the amount required by the Undertaker to fulfil the SLP's, the Developer's, the Owner's or the Adjoining Owner's obligations, as the case may be under this Agreement, the Undertaker shall repay to the Surety such excess amount at the end of the Defects Liability Period in respect of the Service Pipes.
- 7.9 Alternatively, if the Developer has paid a Deposit and the Deposit is not required by the Undertaker or exceeds the amount required by the Undertaker to fulfil the SLP's, the Developer's, the Owner's or the Adjoining Owner's obligations, as the case may be, under this Agreement, the Undertaker shall, subject to clause 8.3, use the Deposit or the balance thereof in payment of the Developer's Payment when calculating the Asset Payment.
- 7.10 This clause shall survive the termination or disclaimer of the Agreement

## **8. Vesting of the Water Main and Payment of the Asset Value**

- 8.1 The Undertaker shall be under an obligation to connect and commission the Water Main to the Undertaker's existing water distribution network and to pay the Net Asset Value due provided the works have been constructed in accordance with this Agreement unless:
  - 8.1.1 the requirements of the Code of Practice have not been fulfilled;
  - 8.1.2 the Undertaker is reasonably satisfied Service Pipe Connections will not be made to the Water Main within a reasonable period after the satisfactory commissioning of the Water Main and its connection to the public water supply network to avoid the risk that the quality of the water in the Water Main or the public water supply network might become impaired; or
  - 8.1.3 connection of the Water Main to the Undertaker's public water supply network is likely to compromise the integrity of that network and/or the quality of the water to be supplied by the Undertaker to any customer; or
  - 8.1.4 the Developer has failed to secure the transfer of such land or the grant of such a Deed of Easement as is specified in clause 4.7; or

- 8.1.5 there is any dispute between the Developer, the SLP, the Owner or an Adjoining Owner (or any combination thereof) or with any third party concerning the Self Lay Works.
- 8.2 Notwithstanding the satisfactory commissioning of the Water Main and its connection to the Undertaker's public water supply network, the Water Main shall not be formally vested in the Undertaker unless the requirements of clause 8.1 have been met in full and any defects notified to the SLP have been rectified or a rectification programme agreed in accordance with the Specification whereupon the Undertaker shall supply to the SLP and the Developer a vesting declaration (in the form annexed hereto) providing written confirmation of the vesting and the date of commencement of the Defects Liability Period.
- 8.3 Thereupon, the Undertaker shall pay to the Developer (after deduction of any Defects Liability Retention Payment ) the Net Asset Value (or part thereof if it is a phased Development) within 35 Days of the receipt of an invoice from the SLP

## **9. Vesting of Service Pipes**

- 9.1 Subject to the SLP and Developer complying their respective obligations in respect of the Service Pipes, including clauses 3, 4 and 9.2, all Service Pipes which are connected to the Water Main or any other water main vested in the Undertaker in accordance with the Service Pipe Construction Programme shall upon the making of such Service Pipe Connections vest immediately in the Undertaker PROVIDED THAT the Undertaker may refuse to vest any Service Pipes which the Undertaker considers have not been satisfactorily constructed in accordance with the Specification or if any Defects in connection therewith have not been made good to the satisfaction of the Undertaker.
- 9.2 Within 3 working days upon the making of any Service Pipe Connection, the SLP shall provide in writing to the Undertaker the meter serial number, meter size, meter location, and, if available, full postal address of the property served by the Service Pipe, the name and address of the owner and occupier of the property and the date that that person became (or will become) the owner and/or occupier, together with any other information specified by the Undertaker in respect of the Service Pipe.
- 9.3 If the SLP has not already provided the name and address of the owner or occupier of the property, the Developer shall provide such information and the date that that person became (or will become) the owner and/or occupier in writing to the Undertaker as soon as reasonably practicable and, in any event, within 5 Working Days of the commencement of their ownership and/or occupation. Pending receipt of such information, the Developer shall remain liable to the Undertaker for payment of the water and sewerage charges due in respect of the property.
- 9.4 Nothing herein shall affect the liability of any party or any other person to pay the Undertaker's Infrastructure Charges in accordance with the Undertaker's Charges Scheme.

## **10 Indemnity**

- 10 The Developer agrees to indemnify the Undertaker in respect of:
- 10.1 all actions charges claims costs demands and expenses properly payable or incurred which may be made against them jointly or separately in connection with or arising out of the construction and completion of the Self Lay Works;
- 10.2 all sums, specified in the Net Asset Value calculation, payable to secure a transfer of land or grant of a Deed of Easement in the Undertaker's standard form in relation to the Water Main (including, where applicable, valuation and legal fees);

10.3 liability of every kind for breach of any Act, regulation, code of practice, byelaw or other requirement which applies to the Self Lay Works

10.4 any acts performed by the Undertaker on behalf of the SLP pursuant to clause 7.

## **11 Variation**

11. Without prejudice to the provisions of clause 3 hereof the Undertaker may require (acting reasonably), or at the request of the SLP, may permit the Self Lay Works to be constructed otherwise than in strict conformity with the Specification and the phasing programmes set out in Schedule 1 PROVIDED THAT:

11.1 before making any request for a major variation, the SLP shall give a minimum of 5 Days notice to the Developer and the Undertaker so that a meeting can be arranged to discuss the proposal.

11.2 in the event that the Self Lay Works take longer to construct than the Construction Period the Undertaker shall have the right to review and vary the Specification, the phasing programmes set out in Schedule 1, the Developer's Payment and the Undertaker's Works;

11.3 any variation (other than a variation required by the Undertaker to provide water supply services to any other site or premises) shall be undertaken at the SLP's expense

11.3 the SLP shall not make any variation without the Undertaker's prior consent in writing;

11.4 nothing in this clause shall permit or authorise any breach of the Specification; and

11.6 every variation shall be agreed in writing by all parties and shall be annexed to this Agreement.

## **12 Disputes**

12.1 All questions, disputes, or differences (other than those that fall to be dealt with by the Water Services Regulation Authority under the Act or the Code of Practice) which may arise at any time in relation to this Agreement shall be referred in the first instance to a senior manager of those parties who will attempt in good faith to resolve any issue but failing resolution within 10 Days may be referred with the agreement of those parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

12.2 If the parties in dispute do not agree upon mediation within 5 Days of such a reference or have not settled the dispute by mediation within 2 months of 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 10 Days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of any of the parties in dispute and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996.

## **13 VAT**

13. In the event that the SLP, Developer or the Undertaker shall be liable to account to HMRC for Value Added Tax in respect of the performance of any of its obligations hereunder which shall constitute a taxable supply to the SLP, Developer or Undertaker then the SLP, Developer or the Undertaker (as the case maybe) shall be entitled to charge and forthwith be paid the amount of such tax upon production of a tax invoice

## **14 Service**

- 14.1 All documents specified under this Agreement shall be delivered either by first class pre-paid post, e-mail or by personal delivery to the address of the party for whom such document is intended as stated at the head of this Agreement or such other address as may be notified in writing for that purpose.
- 14.2 Any documents so delivered shall be deemed to be received in the case of a letter sent by first class pre-paid post 2 Days after posting and in the case of an e-mail on proof of receipt. The contact name, address, telephone number and E-mail address of any parties may be altered at any time during the term of the Agreement by written notification to the other parties.

## **15 Contracts (Rights of Third Parties) Act 1999**

15. This Agreement does not confer any benefit upon, nor create any right enforceable by any third party, but shall be enforceable by an owner or occupier for the time being of any premises connected or to be connected with the Self Lay Works.

## **16 Warranties**

16. Nothing in this Agreement shall imply any obligation on the part of the Undertaker to any party to this Agreement to ensure that the Self Lay Works or any part or parts of the same are properly constructed.

## **17 Termination**

- 17.1 If notwithstanding the application of the provisions of clause 7 of this Agreement any outstanding Defects or maintenance issues in respect of the Self Lay Works remain unresolved or the SLP or the Developer shall be adjudicated bankrupt or shall go into receivership, liquidation voluntarily or otherwise, or shall execute a deed of assignment or arrangement for the benefit of, or otherwise compound with, its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other rights remedies and powers against the SLP and the Developer by notice in writing to the SLP, Developer and Surety terminate this Agreement and upon such notice being served this Agreement shall immediately terminate but such termination shall not affect any liabilities which have accrued prior to the date of termination and shall be without prejudice to the Surety's obligations to the Undertaker.
- 17.2 Furthermore, in the event of termination, the Developer shall pay to the Undertaker the full cost of the Non-contestable Works incurred or committed prior to the date of termination.

## **18 Jurisdiction**

18. The provisions of this Agreement shall be governed by the respective law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales respectively.

## **19 Waiver of Rights**

19. No failure or delay on the part of any party to exercise any of its rights under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any such rights preclude any other or further exercise thereof. Any waiver by any party of any breach by another of any of its obligations under this Agreement shall not affect the rights of the waiving party in the event of any further or additional breach of breaches.

## **20 Void Provisions**

20. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions hereof and the remainder of the affected provision. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**SIGNED** on behalf of the parties the day and year first before written

Signed on behalf of **[the Undertaker]\***

By:

Authorised Person

Signed on behalf of **[the Developer]\***

By:

Authorised Person

Signed on behalf of **[the SLP]\***

By:

Authorised Person

Signed on behalf of **[the Owner]\***

By:

Authorised Person

Signed on behalf of **[the Adjoining Owner]\***

By:

Authorised Person

Signed on behalf of **[the Surety]\***

By:

Authorised Person

**(NB.**

- **The Agreement cannot be signed by an agent acting on behalf of any party.**
- **In signing each signatory takes on authority for their party against the obligations in this agreement. If their role does not provide this authority another signatory needs to be used).**

**SCHEDULE 1**

**Water Main Phasing Programmes**

(previously approved as part of the design of the Self Lay Works)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

**SCHEDULE 2**

(The Non Contestable Works)

1. Construction of any other water main and any associated infrastructure and accessories from existing XXXXXXXXXXXX in tarmac/road to site boundary as shown on Drawing no. XXXXXXXXXXXXXXXXXXXX
  
2. Mains Connection(s)

**[This Schedule must be completed. If none entered then all works are assumed to be contestable.]**

**SCHEDULE 2A**

(Contestable Works to be done by the Undertaker)

1. Any works listed in this schedule are contestable works that the SLP is asking the Undertaker to deliver.

**[This Schedule must be completed. If none entered then all contestable works is assumed to be done by the SLP.]**



**Schedule 3**  
**Non-contestable Costs Schedule (for information)**

<b>Item</b>	<b>Description</b>	<b>Costs</b>
1.	Connection Charges in respect of Service Pipe Connections (SLP to fit meter)	£97.00 + VAT
2.	Water Infrastructure Charge	£365.45
3.	Sewerage Infrastructure Charge	£365.45
4.	Water for Construction	£77.19 + VAT

**Notification Number: XXXXXXXXX**

**Technician: Carl Hanson**

**Pre-commencement Payment: £XXXXXXXXXX**

**Finance Code: XXXXXXXXXXXXXXXXX**