

Section 45 Requisition for new services Terms and Conditions

April 2018
Version 1

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Introduction

Requisitions for new service connections are made to Southern Water Services Limited (“SWS”) by a Requisitioner (developer) for the provision of service connections to either a newly requisitioned water main or to an existing main; under Section 45 of the Water Industry Act.

Under the WRc Code of Practice for the Self-Laying of Water Mains and Services – England and Wales: Edition 3.1, May 2017 service connections are Contestable work, as further categorized by a) and b) under.

a) Service connections to self-laid water mains:

When these are installed under Section 51 of the Act by Self-lay Providers (“SLP”) these are not provided by SWS and are not subject to a Section 45 requisition under the Act.

Charges apply (but not for the construction works) as set out and publicised by SWS on its website.

b) Service connections to an existing public water main:

When these are installed by SWS they are in response to a Section 45 requisition. However, as contestable work these can be installed by an SLP subject to SWS reserving the right to step-in and re-designate as Non-contestable work when, in SWS’s assessment, there is a risk to SWS’s customers’ security of supply or to water quality; (i.e. possibly due to the age and condition of the existing main, the mains pressure, or whether the main is classified as a trunk main) – typically however no service connection will be permitted off a trunk main.

Service connections and new services are provided in accordance with SWS’s latest published charges and the Meter Location and Installation Guide, both of which are published on the SWS website.

Service connections are provided subject to the following general and specific terms and conditions relative to the installation of service pipework compliance with SWS’s required specification and standards.

SWS’s specification and standards are consistently applied regardless of whether the service pipework and connection are carried out by SWS under a Section 45 Requisition or by a Self-lay organisation under Section 51, of the Water Act (see SWS Website developers portal for all information relating to Section 51 Self-lay).

Part One – General Terms

1. The Requisitioner (developer) may apply for new services once the criteria detailed in 1.1 to 1.2 inclusive have been satisfied which details SWS’s Offer to provide the new service connections under Section 45 of the Water Industry Act 1991.

1.1 Receipt by SWS of the required Requisitioner payment,

1.2 There is an existing / commissioned main fronting the plot to be connected

Additional charges apply as further detailed on the SWS website and these will be notified by SWS when they fall due.

2. Payment:

Service connections for a new development can be applied for on new development site in advance of a new main being installed to supply the service/plot but the connection(s) shall not be made until the supply main has been commissioned and service pipe installations been passed in accordance with required specification and standards by SWS.

3. Network Reinforcement:

The cost of network reinforcement work is met by the published Infrastructure charge that SWS applies to all new developments within its region of supply. Infrastructure charges are payable in accordance with SWS’s published charges.

4. Excavation by SWS and installation of pipe in unmade ground:

An Offer based on excavation by SWS shall only be made when the Requisitioner's requisition / application specifically requests that the Offer be made on such a basis. Therefore, the default Offer will be on a "no excavation" basis in accordance with Clause 5 under.

This Offer is issued on the basis that excavation of the ground within the boundaries of the proposed development is undertaken by SWS with bedding and surround provided by SWS and backfill using selected excavated material; and subject to the ground conditions being of an undisturbed nature and unmade consistency and not of an "artificial construction" (e.g. including but not limited to cultivated land, footpaths, roads). Additionally the ground is also to be free of any contaminants or pollutants.

Where excavation is required to be conducted in artificial ground the above responsibilities shall still apply and the cost shall be calculated on the SWS published charge for side road.

5. Excavation by Requisitioner with "no" excavation by SWS:

An Offer based on "no" excavation by SWS shall be the default basis for SWS's Offer in response to a requisition for new service connection unless the Requisitioner states in the application for a service connection that excavation is required.

However - when the service connection is to an existing main in a highway the Offer shall default to "excavation by SWS" in respect of the rates chargeable.

This Offer is issued on the basis that excavation of the ground within the boundaries of the proposed development site for services will be excavated by the Requisitioner such that the Offer is based on "no excavation".

Under this option the Requisitioner shall be responsible for all excavation, trench support, dewatering of the trench, provision of suitable bedding and surround material, backfill material, backfill of the trench and reinstatement to suit. SWS shall be responsible (Section 45 requisition only – not Section 51 self-lay) for the supply and installation of the meter boundary box (chamber), the meter, and required fittings in accordance with the SWS specification and standards.

6. Definition of "no excavation" that shall form the basis of the Offer is as follows;

The Requisitioner shall excavate for installation of a main to a depth and width sufficient to satisfy SWS's specification and standards such that SWS shall not be required to do any excavation other than to prepare the faces of excavated surfaces to receive a proposed installation.

Specifically, the Requisitioner shall excavate sufficiently around the main to SWS's satisfaction in order that service connection equipment can be utilised without the requirement for SWS to undertake any excavation.

If SWS is required to undertake any excavation other than that stipulated above SWS reserve the right to charge any additional costs incurred by its Contractor based on the use of relating SWS published charges.

7. Change from SWS excavation in unmade ground to excavation by Requisitioner:

If the Requisitioner elects for whatever reason to assume responsibility for excavation and backfill once work has commenced then no contemporaneous adjustment to the terms of the Offer shall be considered by SWS. However, subject to SWS agreeing the extent of the change relative to the lengths of service pipe and number of connections installed the SWS final measurement shall use the relevant rates that are set out in SWS's published charges and the Offer will be amended at that time.

8. Site readiness:

- a) It is the Requisitioner's responsibility to notify SWS if the site layout / design are amended and/or any circumstances or conditions on site change subsequent to an accepted Offer.
- b) SWS reserves the right to revoke, at any time any Offer and to re-estimate and issue a revised Offer should it become aware subsequently that the proposed installation for any services traverses through ground that is found to be contaminated and/or it materially differs from the basis upon which the Offer was made.
- c) The Offer is made based on the final accepted version of the Requisitioner's site layout drawing and the number of units to be developed and occupied.
- d) In the event that the Requisitioner fails to install ducts in accordance with SWS's final approved mains and services design (drawing referenced as detailed in the Offer letter) or the

Requisitioner's subsequent actual site installation differs from the approved design SWS shall re-measure and recalculate the Offer in accordance with its published charges.

9. New services (general):

- a) The sizing of new services is dependent on several factors including; flow, velocity, capacity, storage pressure, demand. When a Requisitioner applies to SWS for a Section 45 service connection to be made the Requisitioner is responsible for design of the sizing of the service and adequate storage for any plot to be served.
- b) Notwithstanding the above, for domestic use only, SWS will, when requested by the Requisitioner, offer guidance on the size of service connections. This guidance will be based on the information provided by the Requisitioner, the location of the development, and SWS's network modelling for the development. SWS shall have no design responsibility nor accept any liability for the sizing of a service connection pipe.
- c) All materials proposed and incorporated into the final construction of a design and all construction work to install work in accordance with an approved design shall comply with SWS's required specification and standards.
- d) The Requisitioner obtains third party easements in accordance with SWS required stipulations which must confirm SWS future access arrangements for operational needs and protection of asset work and issues a copy to SWS.
- e) New services shall be installed in accordance with the "NJUG Guidelines on the Positioning and colour coding of Underground Utilities apparatus – issue 8: 29th Oct 2103" at a cover depth of 750mm.
- f) Where an external meter is installed in a verge or footpath in accordance with the order of precedence stated by SWS specification and standards the meter reading face shall be located between 300mm and 500mm below top cover level, using extension pieces as required; the final installation/chamber shall be installed clear of obstructions, and the meter shall be centrally located within the chamber and readily readable.
- g) When a service strip, footpath, or easement will not permit meter chambers to be sited at the back edge of such a service strip, footpath or easement any meter chambers that require to be sited within a vehicular location due to a site's design shall be as specified by SWS's specification and standards.

10. Contaminated ground:

In the event that a Requisitioner has informed SWS of contaminated or polluted ground conditions within its application and has provided SWS with satisfactory information such that SWS can design services to suit SWS shall base its Offer on installing services in such ground using appropriate materials and the associated additional cost of such will be incorporated into SWS's Offer and the eventual final measure.

11. Backfill, bed and surround material, and supply:

These materials shall be provided in accordance with SWS's current specification and standards.

- a) **Bedding and surround:** material shall be provided by SWS when the Offer is made subject to SWS being responsible for excavation.

When the Requisitioner (or an SLP when applicable) is responsible for excavation such that the SWS Offer is made on the basis of "no excavation" these materials shall be provided by the Requisitioner, and be subject to SWS approval.

- b) **Backfilling:** material shall be provided by SWS when the Offer is made subject to SWS being responsible for excavation. The Offer is made on the assumption that the excavation is in unmade ground which is suitable to be used as a backfill material. However, in the event that selected excavated materials are deemed by SWS as unsuitable for backfilling the Requisitioner shall be required to remove and dispose of such materials and to provide at the point of backfill an alternative suitable and like material for backfilling.

Suitable Excavated Material: When the Requisitioner (or an SLP when applicable) is responsible for excavation such that the SWS Offer is made on the basis of "no excavation" then this material shall also comprise a suitable selected material to be provided by the Requisitioner, subject to SWS approval. If the selected excavated material is unsuitable for backfilling the Requisitioner

shall be required to remove and dispose of such materials and to provide at the point of backfill an alternative suitable and like material for backfilling to be approved by SWS.

- c) All surplus excavated materials are the responsibility of the Requisitioner to dispose of.

12. Programme and start date:

- a) Any work carried out by the Requisitioner to facilitate programming or execution of the works is not reclaimable from SWS against the Offer made unless it was agreed with SWS prior to and included within the Offer.
- b) Works will not be programmed until any revised Offer has been accepted and the relevant sums paid and/or deposited with SWS and the main that is to supply the service pipe/connection is commissioned and "live".
- c) Service connection dates will be programmed in accordance with SWS's published Levels of Service.
- d) Following a request from the Requisitioner to SWS for a programme start date, SWS shall contact the Requisitioner to discuss and agree a date. SWS's start date shall not be at the behest of the Requisitioner's programme. Indicative programme dates may be affected by whether SWS has completed all necessary design and risk analysis work associated with the Requisitioner's activities. The consequence is that SWS shall have to reaffirm all final programme start and completion dates. Constraints on working that are subsequently identified, that may affect SWS's work, programme start, or duration of work shall require to be considered by SWS and as such SWS shall not be liable for the effects of such on the Requisitioner.
- e) Furthermore SWS shall not be bound to accommodate any subsequent Requisitioner changes to its proposed works or programme albeit that SWS will attempt to accommodate such. SWS will expect the Requisitioner to maintain regular contact with any details that may affect SWS's proposed work or any proposed start or completion date.
- f) In the event that SWS is delayed from commencing the works in accordance with the agreed programme commencement date, for whatever reason, SWS reserves the right to withdraw its resources and re-programme an alternative date. SWS reserves the right to withdraw and re-programme where work, once commenced, has been delayed, disrupted or halted by the Requisitioner being in breach of any of these Conditions. SWS shall not commence any re-programming of the works until any such delay or breach has been remedied to the satisfaction of SWS.
- g) In the instances of a site for any reason not being available on the agreed commencement date or the withdrawal of SWS's resources being caused by the Requisitioner's subsequent request or by his default the costs for all of same will be recoverable by making a charge for SWS's costs so occasioned, in respect of each instance of aborted work (by reference to the SWS current published charges). Any revised start date will depend upon the programming or phasing of works and any other affecting constraints at that time including the payment of all outstanding charges in this respect.

Any such additional charges must be received by SWS prior to commencement of work.

13. Welfare:

No allowance has been made in the Offer for any costs associated with the provision of welfare facilities (including, but not limited to toilet or mess room facilities etc.) for SWS employees and/or its Contractors. Such welfare facilities will be provided on site free of charge by the Requisitioner. If SWS is required to provide these facilities the Requisitioner shall incur an extra charge from SWS for their provision.

14. Offer Validity Period:

- a) SWS's Offer is based on an assessment of current costs derived from SWS's published charges and as such will remain valid for a period of three months from the date of the 'Offer'. Works will not be programmed until SWS's relevant Offer has been accepted
- b) When an Offer has been accepted but a work date has not been accepted by SWS as being within the same financial year of the Offer and subsequent acceptance (1st April to 31st March) SWS reserves the right to adjust the final sum used in the calculation of the Offer by the effect of SWS's latest published charges current from the relevant 1st April.

- c) When an Offer has been accepted but work has not commenced within 4 months of such acceptance SWS reserves the right to adjust the final sum used in the calculation of the Offer if during that 4 month period any change is made to the Requisitioner's proposals or if SWS's published charges to deliver its proposed work have changed in the intervening period.
- d) SWS shall reconcile and re-measure service connection estimates and related Offer received remittances from the Requisitioner against the actual installation of the works by reference to SWS's published standard charges; and any additional charges due or refunds of payments received will be notified to the Requisitioner and the final account adjusted to suit.
- e) Typically, on a new development site service connections will be installed in unmade ground. By reference to Clause 5 SWS shall base its Offer on "no excavation" by SWS, such that all excavation is carried out by the Requisitioner unless SWS are instructed otherwise to allow for in its Offer. Service connections in the highway by SWS shall be based on a survey by SWS of the location and be made relative to said location by reference to SWS's published charges.

15. Noticing and lead-in times:

- a) Any work in the highway will require compliance with the Notice requirements of the New Roads & Street works Act 1991 and the Traffic Management Act 2008 and any subsequent legislation to follow thereon. Any associated programme commencement date will depend upon satisfaction of the previous sentence.
- b) To enable materials to be ordered, the necessary Statutory Undertaker enquiries to be made, environmental obligations, and Statutory Notices to be issued, the commencement date of work is subject to related time constraints.
- c) Should it be necessary to serve notice for entry on to private land to provide a supply to any development SWS works will not commence until all required notifications required by the Water Industry Act 1991 (Section 159) have been completed and associated easements/ agreements etc. have likewise been completed.

16. Access to installed mains:

It is the Requisitioner's responsibility to ensure that other Utility installations do not obstruct access to SWS's mains and/or services. Should SWS become aware of any such obstruction it reserves the right to make any alterations deemed necessary to any installed apparatus and to charge the Requisitioner for any such additional Work.

17. Design change:

No changes to the final approved mains and services design layout may be undertaken without the express approval of SWS as such will impact on the design and installation works and associated delivery programme.

18. Following mains installation work:

- a) Following the completion of all mains and services installations the Requisitioner is responsible for protecting the integrity of such apparatus; particularly in the event that such apparatus has not been installed within any final permanent surface finish and/or that development works on site are still continuing.
- b) Following SWS's completion of the main(s) installation the Requisitioner will notify SWS when the permanent reinstatement surfaces have been finished; and on an agreed date meet with an SWS representative for a survey of all SWS completed work relative to the final finished surface levels. In the event that any SWS apparatus has been damaged or access to same has been compromised in any way SWS reserves the right to seek from the Requisitioner redress for any costs it may incur in rectifying any such damage and access
- c) SWS reserve the right to routinely check on the integrity of SWS's apparatus and in the event that such is found to have been compromised to arrange for immediate rectification work and to charge the Requisitioner in accordance with SWS's Third Party damage recharge process.
- d) Any reconciliation of measurement and charges on which the Offer was made will be effected by SWS on completion of all works and the agreement with the Requisitioner will be amended accordingly.

Part Two – Terms specific to services installation

1. Services shall be installed with a cover depth of 750mm from the final permanent surface to crown of pipe in accordance with NJUG Guidelines on the Positioning and colour coding of Underground Utilities apparatus – issue 8: 29th Oct 2013” and any subsequent amendment thereof.
2. The Requisitioner shall construct any permanent surface over the line of SWS’s apparatus such that the final depth of) shall not exceed the stipulated depths for mains and services
3. In such cases the above NJUG document is to be considered as providing minimum guidance in terms of relative positioning of new water services to other Undertakers’ apparatus. Therefore, the Requisitioner shall ensure that access to such services be considered in any development design to allow SWS unrestricted access to affect future connections and/or repairs or alterations to the services, unhindered by the proximity of other Undertakers’ apparatus. Failure to satisfy this requirement, such that SWS incurs a consequential cost to access such services shall result in SWS seeking recovery of these costs from the Requisitioner.
4. Mains and service designs and installations shall comply with NJUG publication, volume 4 ‘Guidelines for The Planning, Installation and Maintenance of Utility Services in Proximity to Trees’ together with BS 5837:2012 Trees in Relation to Construction.

Planting often occurs after services have been installed, but it is essential that only grass or ground cover plants with limited root systems are planted over the services. If trees or shrubs are to be planted they are to be positioned to avoid both root damage to the services and with a consideration to mitigate problems arising from subsequent repair and maintenance excavation.

5. Installation sequence and considerations:

- 5.1 If other Statutory Undertakers apparatus is installed prior to water services it may be necessary to revise the Offer to accommodate additional costs of working below and/or in proximity to other Utilities.

Before SWS commences the installation of any new services the Requisitioner will be responsible for the following:

- a) Clearly marking the line and level of the back of any footpath and/or service strip;
- b) Ensuring that the position of SWS’s meter installation(s) shall be within the line and level of the back edge of any footpath or service strip in which they require to be installed;
- c) Marking footpaths and/or service strips which are not adjacent to roads with suitable pegs (or pins) set in concrete to confirm the ‘line and level’ to be taken by SWS necessary to accord with the design layout as provided to the Requisitioner;
- d) Sole liability for the line and level details provided by him and used by SWS in the installation of new mains and services. (SWS shall have no liability in this respect relative to its interpretation and use of the line and level details supplied by the Requisitioner).
- e) Ensuring SWS, SWS Agents or Contractors, correctly interpret the setting out details and/or instructions provided and that the mains are laid in their correct positions and depths.
- f) The installation of all ducts for service pipes at a 90⁰ angle to the supply main unless otherwise detailed by SWS in its design. (The ends of all ducts must be clearly marked for ease of location at both ends, be of a single length of pipe with no joints, and be of a suitable material so as to maintain structural integrity)).
- g) Ensuring that the line of any proposed services route design shall be free from all building materials and/or any other above or below ground obstructions. (This includes scaffolding, bricks, machinery etc.).

- 5.2 On no occasion will Southern Water be held liable for any liabilities or costs arising from a third party contractors (or Requisitioners) default under legislation governing Work in Highways

19. New services - Communication pipe installation requirements

New development site mains shall generally be located on the side of the highway serving the most properties to minimise the length of communication pipes and therefore the following provisions apply to the installation of service pipes and service pipe connections.

- a) Communication pipes crossing roads shall be installed in ducts. Best practice is that a single duct is installed for a single service pipe crossing a road, directly relative to the entry point of supply

pipe into a property. However, when dictated by a design of mains relative to a design of service pipes a maximum of two meters may be supplied from a single communication pipe connecting to a two-port manifold when a crossing can be installed to the boundary delineating two properties (i.e. long side communication pipe). Duct ends shall be clearly marked and be at a depth specified by NJUG and at the positions identified in the final approved site layout design for mains and services.

- b) If a site layout design changes, the location of ducts to suit shall change to match any re-design.
 - c) Where a communication pipe is connected to a main on the same side of a public road each meter arrangement shall have its own communication pipe (short side communication pipe).
 - d) By reference to the published SWS Meter Installation and Location guide: The position of new service pipe installations/stopcocks shall be no more than 300mm from any private property boundary and within the area to be adopted by the Highway Authority, normally the road, footpath, or service strip.
 - e) SWS requires that when multiple properties are served by a communal (private) driveway the individual supply pipes are to be brought out to the back edge of the adoptable highway or service strip and the meters shall be installed on a manifold in a chamber. If any single connection is unable to be connected to the manifold it shall be installed in its own chamber. Additionally it is a requirement that each and every property shall have right of access, with an appropriate easement lodged with the deeds to the property, to maintain and repair their supply pipe.
 - f) Service pipes supplying one property shall not cross property owned by another property, unless there is no other viable option. In the case of no apparent viable alternative the Requisitioner shall consult with SWS so that an acceptable solution can be agreed.
 - g) The new meter chamber is to be installed at the level to suit the final footpath or service strip and at the back edge of the footpath or service strip. The complete (single length) of service pipe is to be installed at an angle of 90o to the water main to which it is to be connected to assist future location of the service pipe and ferrule connection with the main.
 - h) Whenever multiple services or pipes in a common excavation are connected (within a manifold chamber) the Requisitioner shall verify that each supply pipe is clearly tagged to indicate which property each separate supply pipe supplies.
 - i) When there are multiple installations, typically in a common excavation and/or to a manifold (two to six port) the Requisitioner shall ensure that the following is adhered to;
 - service tapplings on any main are to be installed at a minimum of 250mm apart,
 - service pipes are laid 'side by side' with no intertwining of pipe,
 - the first tapping shall serve the first property, the second tapping the second property and so on; such that the line of ferrule / top-tee and meter chamber correspond and that the communication pipe is installed at a 90^o angle to the supply main.
 - Continuous lengths of pipework shall be used from the connection with the main to the meter chamber (communication pipe) and then from the meter chamber into the property (supply pipe).
 - j) The Requisitioner is not to install individual meter chambers when more than two supply pipes are brought out to the position of the proposed meter chamber(s) as e.g. a two to six port manifold is the preferred option when there are multiple services (unless otherwise accepted by SWS) as paragraph (e) above.
 - k) Small diameter rail pipes will not be installed where a distribution main is within the same road.
- 20.** The Requisitioner shall contact SWS at least fourteen working days prior to the proposed commencement date in confirmation that the site conforms to the above Conditions and that works can proceed as planned.
- 21.** SWS reserve the right to levy additional charges in the event of any breach of these Conditions