

# Code of Practice for the exercise of pipelaying powers on private land



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South West Water operate in accordance with this Code of Practice, prepared under section 182 of the Water Industry Act and has been approved by the Secretary of State.

# 1. Introduction

- a. This document is our Code of Practice, prepared under Section 182 of the Water Industry Act 1991 (the Act), and has the approval of the Secretary of State. It sets out good practice with regard to our powers and duties when we lay or carry out work on pipes in private land, or do work to prevent contamination of the water in our waterworks. It also explains what you (the landowner and/or occupier) are entitled to expect. The Act allows and, in some cases, requires us to undertake these works. It also lays down some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.
- b. Works may be required in order for us to:
  - reduce water mains leakage;
  - stop or reduce the number of flooding properties;
  - · renew or replace sewers and mains pipes at the end of their working life;
  - enable first time sewer connections in a specific community;
  - upsize or increase the capacity of the network as towns and cities grow;
  - ensure we have the security of supply for customers' water supplies.

This document will guide you through the steps taken by us when progressing this required work, explaining our commitments and what you can expect from us.

- c. There may be times where we are unable to or it is not in the customers' interests to comply with the Code in a particular set of circumstances. These include:
  - where compliance would have a greater negative impact on services for customers;
  - in extreme weather conditions:
  - · ongoing emergency situations;
  - where the landowner affected requests this; and
  - where legislation overrides the Code.

- d. Before we lay a pipe we need to plan a route. We consider many aspects including:
  - the directness of possible routes;
  - the cost (both of laying and of maintaining the pipe) and the amount of any compensation which we may have to pay;
  - the disruptive effect of the works (to traffic, businesses and individuals);
  - engineering considerations including access for construction works;
  - · the desirability of achieving gravity flow;
  - the avoidance of sites of environmental and archaeological importance;
     and
  - existing underground and overhead equipment.
- e. As a result we often have to lay pipes in land which is in private ownership or occupation. Where that is the case, we will consult you and, by the use of good working practice, seek to minimise the damage. We will complete reinstatement after our works so that the land is restored to its original condition. Where this is not practicable, compensation is payable for loss or damage caused by the works.
- f. We will comply with the Code wherever it is possible and reasonably practicable to do so. If we cannot do so, we will always explain why. We will also comply with any other relevant legislation. This Code does not affect any other rights or powers that you or we may have.
- g. Certain provisions of this Code are not applicable to the laying of pipes within a developer's site. In particular, paragraphs 5-7, 13 and those relating to reinstatement do not apply. Similarly, certain provisions may not apply when we do work on a supply pipe. You should also note that although the Code is not required to apply to works done in connection with surveying and trial holes we will, nevertheless, comply with its provisions where applicable.
- h. This code is in three sections that describe what happens:
  - before the works occur;
  - during the works; and
  - after the works have been completed.

# Section one – Before the works occur

### 2. Surveying and trial holes

Once we are aware of the requirement for a new pipeline we may need to survey possible routes. This is so that we can work out the best route and the method by which to lay the pipe. If we need to make any experimental trial holes or boring so we can determine the nature of soils and geology below the surface of your land we will advise you. Unless it is an emergency, or we have agreed a shorter period, we will give you a minimum of seven days' notice of our entry. We will disturb the land as little as possible. If we are unable to fill in the hole immediately we will secure it and/or fence it off. Compensation can be claimed for any temporary losses to the land.

#### 3. Consultation and notice of works

- a. We are required to give you a formal notice of our intention to carry out works on your land. The notice, which has to be in writing, will be accompanied by a plan. These documents will give you information about where we intend to lay the pipe, the extent of the working area, and when we intend to do the work. It is advisable to file the notice with the deeds of your property, so that subsequent purchasers of the property are aware of the pipe and accessories. We also will give you notice of our entry.
- b. Notice of entry in accordance with Section 168 of the Act will normally be given in writing not less than seven days prior to the date of entry unless you agree to a shorter period or an emergency arises.
- c. If the works involve laying a new pipe we will always attempt to contact you before we issue the notice. Unless it is an emergency or in response to a requisition we will give you at least three months' notice. If we have to lay a pipe in response to a requisition we will give you as much notice as possible, but this will normally be a minimum of 21 days.
- d. If the works involve alterations to an existing pipe, unless it is an emergency, we will provide at least 42 days' notice. In other circumstances, e.g. if we wish to inspect, perform routine maintenance (including cleanse), repair or adjust we will give reasonable notice. This will normally be at least seven days (unless you agree to a shorter period).

- e. We will always do our best to consult you before the notice is served, but if for any reason we have not been able to we will consult you about what we propose to do during the notice period. During that consultation we will be asking you for information about:
  - i. ownership (and occupancy if different) of the land. It would be helpful if you would tell us if there is a change of occupier or owner;
  - ii. any proposals you have for developing the land such as proposals for building any permanent structures or existing planning consents;
  - iii. known pipes, cables, equipment or structures below the ground;
  - iv. anything which you believe might affect the timing of our works including whether the land is subject to flooding;
  - v. the location of springs, wells, cesspools or septic tanks or land drains and in particular any deep land drainage system (see paragraph 9a and 16);
  - vi. any harmful materials, liquids or vegetation in the area where we will be working or any contaminated land or if the land has been subject to any notifiable plant or animal diseases;
  - vii. any areas with special needs e.g. Sites of Special Scientific Interest (SSSI), protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas;
  - viii. planned cropping and stocking; and
  - ix. any other factor which you believe is relevant or will affect our works and for which we may have to compensate you.
- f. We will take into account all of the matters mentioned above, as well as considering any suggestions that you (and/or adjacent landowners who are affected by the scheme) have about the route of the pipe, the timing of the works, and the reinstatement of land and land drains and discuss them with you. By the time of making the final decision about the route, we will have taken into account both engineering and operational needs and the costs of the works, as well as any comments or suggestions you or your agent have made. If at this stage we are unable to meet any suggestions or objections that you have, we will explain the final decision to you.

- g. The period of notice allows time for any objections to be addressed before we start work. At the end of that time we hope that matters between us will have been agreed. However, if you do not permit us access to your land in accordance with the notice we gave you, we are able to apply to a Magistrate for a warrant to gain access.
- h. Once we start work we will keep as close as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make significant changes, and you are unable to agree them with us, we will serve a revised notice.
- i. If, for any reason, the works do not start on or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the works will take, and also how long we anticipate any reinstatement will take. Once a statutory notice has been served, you should not do anything on the land in question that might hinder or prevent us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. If you are in doubt, please get in touch with us for advice and clarification.

# 4. Timing of the works

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

#### 5. Compensation

If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you will have any temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us. (see paragraph 29).

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#### 6. Agents

We will always try to act in a fair and open manner with any private landowner affected by our works and you may decide to manage the work without the services of an agent. However, you may want to appoint an agent, such as a surveyor experienced in this type of work, to act on your behalf in advising you on the work, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes we accept that you should appoint an agent and we will reimburse the reasonable and proportionate cost of the agent's fee, after any compensation claim has been settled. You should only instruct the agent to undertake work that is reasonably required and if work is undertaken by the agent that we do not consider was reasonably required, then that element of the fees may not be reimbursed. If you want further information about this you should check with your South West Water representative.

We do not usually pay solicitors' fees unless we ask you for a formal easement document (see Glossary of terms) that requires additional work and this has been agreed with us in advance.

#### 7. Record of condition of land

We will make a full schedule of condition of the working area, including any buildings in close proximity, any accesses and any compound in respect of the proposed scheme. This may consist of (any or all of) written notes, photographs, or a video recording with verbal commentary. A copy will be sent to your agent prior to the scheme commencing (to you if you do not have an agent). If at that stage we have missed anything please tell us. The purpose of the record is to help both you and us check that we have restored the land to a condition as near as possible to that which existed before we started work (unless you have asked us to consider alternative proposals) and that any buildings remain in the same condition.

#### 8. Contacts

Before the works commence we will give you the name, (workplace) address and telephone number of the person responsible for supervising the works. Normally, he/she will be available during working hours. We will also give you an emergency telephone number for use outside normal working hours or if your normal contact is unavailable.

# 9. Location of pipes and equipment

- a. Normally all our pipes are laid below ground. We prefer to lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles such as rock outcrops, which prevent this. If this happens we will advise you of the final position and depth. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are occasional instances where other locations may be unavoidable. If you have deep land drainage you should alert us to this before we start work.
- b. Generally, we put all of our pipes and accessories below ground level. However, where we need to install a manhole or other accessories that will be raised or at ground level we will attempt to place it in a position to minimise interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction or depth, and at regular intervals. On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessories at or above ground level we will always discuss this with you first. If it is necessary to have a manhole in your garden, we will always discuss its location with you, and if possible give you a choice of its final siting within your garden.

# Section two - During the works

#### 10. Supervision

- a. We will make sure that anyone working for us on your land is properly supervised and that they have been told not to stray outside the working area. If you have told the named contact about anything that requires special attention he/she will ensure that it is brought to the attention of those of our workers who might need to take it into account.
- b. Except in an emergency, if we are working close to residential properties and need to work on bank holidays, weekends, or between the hours of 7.30pm and 7.30am we will tell you in advance.

# 11. Access for owners and occupiers

For safety reasons you will not be able to access the working area. However, if necessary we will make sure that you have access across the working area and we realise the importance to you of maintaining access to your property. Within reason, we will let you have access to stock or vehicles across the working area. If the location of the working area cuts off access to part of your property we will discuss this with you before we start work. If appropriate, we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.

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

#### 12. Access for ourselves

a. Normally we will gain access to our works over the working area. However, if access is required by any other route we will (unless it is an emergency) first consult you and include any additional access in the notice. b. We will not construct any permanent gates, steps or stiles at the boundary between your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights.

# 13. Security of your property and of the working area

Before we start work we will talk to you about whether the working area needs to be fenced. If the working area is next to land on which livestock will remain, we will erect a suitable stock-proof fence. In these circumstances we will ensure the stock-proof fence is maintained during the course of the works (and reinstatement) and will erect straining posts at junctions of our fencing with existing fencing, and ensure both fences are secured and strained to the posts. Where livestock stray via the working area through our proven acts or omissions, we will give consideration to claims for loss or damage. For safety reasons you will not have access to the working area. However, we will ensure that, if necessary, you have access across the working area and that during the works and reinstatement the existing level of security of your property is not reduced.

# 14. Topsoil

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

#### 15. Trees and hedgerows

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

#### 16. Land drainage

- a. If you have any records of existing land drains, these should be made available to us at the earliest opportunity. We will then discuss with you the reinstatement work to any land drainage system affected by the works as in some circumstances this may need to include preliminary work before pipelaying operations start. If we are made aware of an extensive land drainage system then prior to the works we may engage a land drainage consultant to draw up a remedial scheme.
- b. If during the works we discover a land drainage system, which you did not tell us about, we will inform you. If we disturb it, or any land drainage system that you have told us about, we will do our best to reinstate or replace it to the same standard as existed prior to the works. We will, where practicable, lay our pipe under the land drainage system. We will tell you when we are going to undertake remedial work and will give you the opportunity to inspect the site.
- c. We will make a record (which may include photographs) of any land drains disturbed and the placement/reconnection work carried out. If you wish we will give you a copy. If we construct any land drains in locations where they did not previously exist we will discuss this with you, give you an opportunity to inspect the site and provide you with a record of the works on completion. You may wish to consider filing a copy with the deeds.

#### 17. Watercourses

- a. Where our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the Environment Agency and Internal Drainage Boards. In the absence of such requirements, the top of the pipe will be at least 300mm below the original cleared bottom of the watercourse and will be covered by concrete.
- b. If our works affect any watercourse, we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the conclusion of the works as it was before.

#### 18. Water supplies and other services

If we interrupt or accidentally damage any water supplies or other services in our working area, we will repair the damage, or provide an adequate alternative as soon as reasonably practicable. We will also take all reasonable steps to ensure that our works do not pollute any water supplies or watercourses. If there appears to be any possibility of interference with private water supplies, such as wells or springs, we will arrange and bear the cost of samples being analysed to determine quality. Similarly for levels in wells and flows from springs these will be recorded and agreed before and after the works provided you have drawn this need to our attention in adequate time. Troughs, standpipes or field supplies located within the working area will be moved to a new, temporary or agreed permanent, location.

# 19. Areas affected by disease

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

# 20. Fishing and sporting rights

- a. Neither our staff nor our agents will be allowed to carry firearms on the working area. We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Guard Dogs Act 1975).
- b. If there are fishing or sporting rights adjacent to the working area we will use reasonable endeavours to see that our works minimise any interference with the enjoyment of them.

#### 21. Facilities for workmen

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

#### 22. Private agreements

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

#### 23. Explosives

If we store or use explosives we will give you notice and tell you the periods when the explosions may be expected. We will not use explosives at weekends, bank holidays or between the hours of 7.30pm and 7.30am unless it is essential and is unlikely to cause you any significant disturbance.

### 24. Cathodic protection

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

#### 25. Temporary support

If during our works your buildings, structures or equipment require temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

#### 26. Fossils and articles discovered

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

# Section three - After the works

#### 27. Reinstatement

- a. In doing our works we will aim to do as little damage as possible. Temporary damage, such as topsoil stripping, may take place in order to effect good working practice and reinstatement. At the completion of the works we will use reasonable efforts to restore the area where we have worked to the same condition that it was in before we started. On the occasions that this is not reasonably possible we will pay compensation to reflect the depreciation in the value of the land.
- b. We will remove all tools and equipment and any contaminants brought to the site, and take away any surplus excavated material unless you ask us not to and we are legally able to comply with such a request. The site will be left clean and tidy. Before we hand the working area back to you we will arrange a joint inspection to ensure satisfaction.
- c. If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. If we have damaged a hedge we will replant it with appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively we will pay compensation. The contractor's maintenance period is normally 12 months from the completion of pipelaying.
- d. If the work has been in a garden we do our best to ensure that the reinstated garden matches the unaffected garden. If necessary, we will employ an accredited garden landscaper for the reinstatement works. Where this is not practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.
- e. In the event that a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage specialist. Alternatively, compensation may be paid.

#### 28.Information

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

### 29.Compensation

If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you have any temporary losses or disturbance caused by the work (including any intrusive survey investigation works), you may be entitled to claim compensation from us. Also, if you have suffered damage to your property that we have not been able to put right, you may be entitled to compensation. You should note that disturbance compensation will only be paid for items that are directly and unavoidably incurred as a result of our work. If you experience significant disturbance you should, at the time of the disturbance, keep your South West Water contact informed and let them know if you are likely to incur additional costs. It is in your own interest to keep a diary of events. It is important to note that while we will pay reasonable compensation in respect of proven disturbance, you are required to act reasonably in order to mitigate your loss wherever possible. This means that where losses are reasonably foreseeable you should seek to minimise these in the same way as you would if you were not expecting to receive compensation. If you have appointed an agent (see paragraph 6) they will prepare and negotiate your claim for you. Your claim will be treated confidentially.

- b. If we have not already made an advance payment of compensation following entry to the land, you or your agent can request in writing that we pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement. Interest may be payable on your claim. Your agent will be able to advise you about this.
- c. We are committed in attempting to reach a mutual negotiated agreement over the level of reasonable compensation applicable and if this cannot be agreed we would normally be willing to participate in some other form of Alternative Dispute Resolution (ADR). Alternatively the matter can be referred to the Upper Tribunal (Lands Chamber) (see Glossary of terms), who will then decide the correct level of compensation payable. However, we will not pay your agent's fees to prepare your case. It is up to the Upper Tribunal (Lands Chamber) to decide if, and how, costs should be awarded.
- d. If in the future you wish to develop the land the Act makes provision for you to ask us to alter or remove the pipe at your expense. If the request is not unreasonable, we have a duty to comply.

# 30.Complaints

When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workmen and contractors working for us to be polite, considerate and helpful. If you have a problem please get in touch, in the first instance, with our named contacts. You can also contact our Customer Centre on 0344 346 2020, Monday to Friday 8am to 6pm. Emergencies outside of these times.

Alternatively contact South West Water Ltd, via the website www.southwestwater.co.uk to arrange a free call back.

Or write to us at: South West Water Ltd, PO Box 4762, Worthing, BN11 9NT Ofwat is the independent watchdog set up to safeguard the interest of customers of the water and sewerage companies. Ofwat has a duty to investigate complaints about the manner in which we have undertaken pipelaying on private land, and if appropriate make an award where there is non-compliance with the Code. However, they cannot investigate disputes about the amount of compensation, but they have issued an information note on dealing with such complaints and this is available on request. Complaints to the Ofwat should normally be made within 12 months of the dispute in question. The address is Case Management Office, Ofwat, City Centre Tower, 7 Hill St, Birmingham B5 4UA. Telephone 0121 644 7500.

#### **Exceptions**

#### **Emergency works**

Note that in respect of emergency works (see Glossary of terms) the Water Industry Act 1991 does not require water companies to serve notice upon owners and occupiers, unless there is sufficient time to serve a 'notice'. Although no notice is necessary in an emergency, verbal contact should be made with owners and occupiers beforehand, if reasonably practicable.

Accordingly, it is unlikely that we would have sufficient time available to fully consult over the proposed works and follow some of the guidance detailed in this Code

#### Developer works and requisitions

Certain provisions of this Code are not applicable to the laying of pipes within developers' sites. In particular, paragraphs relating to the timing of the work, record of condition of land and topsoil, and those relating to reinstatement do not apply.

If we have to lay a pipe in response to a requisition (see Glossary of terms) we will give you as much notice as possible but this will normally be a minimum of 21 days (compared to 3 months for the laying of new pipes in other circumstances).

# Glossary of terms

#### Accessories

This refers to other apparatus, in addition to the pipe, required by South West Water Ltd in order to maintain and operate our network. This includes any manholes, ventilating shafts, inspection chambers, settling tanks, wash-out pipes, fire hydrants, air valves, sluice valves, pumps, ferrules, or stopcocks for the water main or sewer or any machinery or other apparatus which is designed or adapted for use in connection with the use of the water main or sewer or another accessory for it. This may also include electronic communications apparatus subject to certain provisions being met.

#### Cathodic Protection

A low voltage electrical protection system designed to prevent corrosion of the pipeline.

# Easement document (sometimes known as a deed of easement)

This is a legal document that provides one individual or organisation with legal rights over another's land. For example, South West Water Ltd occasionally require a deed of easement to allow legal access for regular and routine maintenance across the land of a private landowner. The deed of easement providing this access could be taken without South West Water Ltd having to issue a Statutory Notice for access on each occasion.

#### **Emergency works**

We may have to undertake works in response to an emergency, such as:

- Any danger to property;
- An immediate risk of serious pollution;

- An immediate risk of harm to human health or circumstances that may endanger life or health;
   and
- To avoid any interruption of water or sewerage services to any premises.

#### Occupier

Means a person who has a legal right to be in occupation of the land (other than a tenant for a month or less).

#### Owner

Means a person who has any interest in the land (other than a tenant for a month or less).

#### Pipe

References to a pipe, including references to a duct, main, a drain or a sewer, include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe. References to "pipelaying" should be construed accordingly.

A pressurised pipe is a water main or sewer in which the flow is pumped, as opposed to gravity flow.

#### Requisition

The law covering the requisition of a water main or sewer is set out in the Water Industry Act 1991. When a developer applies for a requisition mains (to provide water or sewerage services to a new development), we have statutory obligations (and timescales) to install this mains.

#### Sterilised Area

Means the strip of land through which the pipe has been laid and within which you will be prevented from carrying out certain activities since they might either damage the pipe or interfere with future access to the pipe. After our new pipe is laid you will be provided with a plan that details a sterilised area each side of the pipe in order to (a) protect the pipe from damage, and (b) enable us to access the pipe in the future for essential maintenance and repairs. If the landowner or occupier is seeking to undertake any land uses within or in close proximity to the sterilised area that may damage the pipe or interfere with the future access requirements, they must contact us to seek consent for this new development.

In some instances, development will be allowed in the sterilised area subject to certain conditions being met but consent must be gained before any works are commenced.

Upper Tribunal (Lands Chamber)

This is part of the Upper Tribunal with power to determine a range of disputes and appeals concerning land in England and Wales. It replaced its predecessor, the Lands Tribunal, in 2009 and is part of the HM Courts and Tribunal Service. In particular the Lands Chamber will deal with any disputes relating to the appropriate level of compensation payable due to our works on private land.

Working area

The area including the land which South West Water Ltd requires in order to carry out the works as specified, notified or agreed.

Works

Means pipelaying and related works in connection with our water and sewerage functions.

This Code of Practice was approved by the Secretary of State for the Environment, Transport and the Regions on 8 November 1999 under Statutory Instrument 1999 No. 3070 known as The Water Undertakers (Pipelaying and other Works) (Code of Practice) Order 1999. The Code replaces the earlier Code approved by the Secretary of State for the Environment on 25th May 1990, as revised in January 1992, in respect of all works commencing on or after 8 November 1999.

#### **Privacy Statement**

We will process the personal data you provide in a manner that accords with current UK data protection laws. We will, not keep it for longer than is necessary and will keep it safe, only permitting access to those who need to use it. If you wish to view our full Privacy Notice, please visit our website,

https://www.southwestwater.co.uk/site-utilities/privacy-and-cookies.

#### Contact us

Accounts Helpline: 0344 346 1010 8am-6pm Mon-Fri, 9am-1pm Sat Closed on Sundays and bank holidays

Services Helpline: 0344 346 2020

8am-6pm Mon-Fri

Emergencies only outside these times

There's lots of information and we can be contacted on our website www.southwestwater.co.uk

Debt Helpline: 0800 083 0283 Water conservation: 0800 378937

Minicom: 0800 169 9965

You can contact us using Text Relay

Address South West Water, PO Box 4762, Worthing, BN11 9NT

