

# Self Lay Agreement

relating to the installation of mains and services at

Phase

Scheme name

Location

Reference

## **PAYMENTS OPTION 5**

*[When the Developer pays the Developer's payment, the Non Physical Connection Charges and the Infrastructure Charges.*

*BW pay the Asset Value to the Developer]*

Please note the clauses to be checked every time an agreement is produced are: **4.1 4.2 4.8 8.5 and 8.6**

**THIS AGREEMENT** is made the                      day of

**BETWEEN**

- (1) BRISTOL WATER PLC whose registered office is at Bridgwater Road, Bristol, BS13 7AT (Company registration no 2662226) (“**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, unless adopted highway, in which Self Lay Works are also to be undertaken,;

**(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	..... months from the Start Date
Developer's Payment	the actual costs incurred by the Undertaker in providing the Undertaker's Works which at the date of this Agreement is estimated to be Nil. <b>The Developer's payment can either be paid in its entirety upfront, before the commencement of work, or alternatively in two instalments of £    upfront with the remaining cost of £    to be paid on the completion of the scheme. If paid in two instalments the first payment would be due before the commencement of work and the second on completion of the works. Interest may be charged on the deferred payment</b>
Development	the development to be carried out by the Developer on the Site under planning permission reference no ..... comprising ..... dwellings and .....
Drawing(s)	the Layout Plan, and such other drawings and calculations relating to the Self Lay Works numbered:  ..... ..... .....  (NB. not to be annexed to this Agreement)
Estimated Asset Value	£.....
Agreement Drawing	The Agreement Drawing numbered ..... rev ..... dated ..... annexed hereto, showing the Site, the Adjoining Land and the layout of the Self Lay Works or such revision signed by all the parties and dated
Site	land at ..... shown edged green on the Layout Plan
Undertaker's Works	the items listed in Schedule 2.
Water Mains Phasing Programme	the programme, approved as part of the design of the Self Lay Works, and listed in Schedule 1 plus any subsequent variations pursuant to clause 11.

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

Act	Water Industry Act 1991
Adjoining Land	land adjoining the Site, shown edged orange 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.
Asset Value	the "discounted offset amount" calculated in accordance with section 51C of the Act.
Charges Scheme	The Charges Scheme made by the Undertaker under section 143 of the Act.

Code of Practice	the Code of Practice for the Self Laying of Water Mains and Service Pipes published by WRC plc.
Connection Charges	the connection charges, as published by the Undertaker, which are applicable at the time when a Service Pipe Connections is made by the Undertaker.
Costs Schedule	The chargeable items payable by the Developer to the Undertaker in respect of the Self Lay Works as set out in Schedule 3. Notwithstanding the fact that indicative (ie. 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.
Days	working days, excluding Saturdays, Sundays, Bank Holidays and public holidays.
Defects	includes damage to the Self Lay Works.
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 vested in the Undertaker.
Land Adjoining Protected Strip	strips of land that extend, horizontally, from the outer edges of the protected strip, horizontally, as shown on the Drawing(s) and detailed in any Deeds of Grant of Easement that may be required by the Undertaker in relation to the Self Lay Works.
Non-Physical Connection Charge	The non-physical 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.
Protected Strip	a strip of land centred on the Water Main being five metres in width.
Routine Mains Connection	Mains connections which the Undertaker has indicated, in writing, that the SLP is permitted to make. All other mains connections must be made by the Undertaker.
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 Communication Pipes and the Service Pipe Connections to be made by the SLP.
Service Pipe	Any 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) incorporating the section which is to be vested in the Undertaker (shown as the Communication Pipe on Figure 1 of the Code of Practice), and the section that will belong to the customer (shown as the Supply 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	the programme approved as part of the design of the Self Lay Works plus

Construction Programme	and subsequent variation agreed pursuant to clause 11.
SLP	If no party is expressly named in this Agreement as the SLP, the Developer.
Specification	the Code of Practice, current at the time this Agreement is made, and any national Addenda thereto issued, together with any Addenda thereto issued by the Undertaker, and the Drawing(s).
Start Date	the date agreed in writing that the Self Lay Works shall commence pursuant to clause 3.2.
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 and “Street” shall include any land that becomes a Street prior to the expiry of the Defects Liability Period.)
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
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**

- 2.1 Prior to this Agreement being completed or, if later, as soon as reasonably practicable thereafter and in any event before the Self Lay Works are commenced:
  - 2.1.1 the Self Lay Works shall have been designed either by the SLP or the Developer (such design to have been approved in writing by the Undertaker) or by the Undertaker;
  - 2.1.2 any phasing of the Self Lay Works (other than the Service Pipes Construction Programme) shall have been agreed between the SLP or the Developer and the Undertaker;
  - 2.1.3 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;
  - 2.1.4 any charges payable to the Undertaker in respect of the application to self lay infrastructure shall have been paid by the SLP or Developer to the Undertaker;
  - 2.1.5 the Undertaker shall have notified the SLP in writing of the estimated cost of the Undertaker's Works (Schedule 2) or, if nothing is specified in Schedule 2, that there are no Undertaker's Works; and
  - 2.1.6 the Undertaker shall have notified the SLP of the Estimated 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. (For the avoidance of doubt if the Self Lay Works are commenced before the Start Date the Undertaker shall not be under any obligation to pay an Asset Value for that part of the Self Lay Works.)
- 3.2 Before the Self Lay Works commence on site, the SLP must ensure that a pre-construction site meeting is held with the Undertaker (the SLP having given at least 5 Days notice to the Undertaker) in order to agree the Start Date (the date of which shall be confirmed in writing by the Undertaker) and the method of construction of the Self Lay Works.
- 3.3 The SLP shall provide the Undertaker, by noon on the last working day of the previous week, with a written programme of works detailing the location, timing and specifics of any mains-related Self Lay Works that are to take place during the following week.
- 3.4 The SLP must notify the Undertaker, using the written format prescribed by the Undertaker at the time of notification, 5 days in advance of when any mains chlorination, pressure testing or swabbing is to be carried out.

- 3.5 The SLP must notify the Undertaker, using the written format prescribed by the Undertaker at the time of notification, 10 days in advance of when a Routine Mains Connection is to be made.
- 3.6 The SLP must not make any Routine Mains Connections until the Undertaker has provided written authorisation that each mains connection can be made.
- 3.7 The SLP shall provide the Undertaker with not less than 10 days written notice of when non-routine mains connections are required to be made by the Undertaker. Notifications shall be submitted in the format prescribed by the Undertaker at the time of notification.
- 3.8 The SLP shall not make any Service Pipe Connections which the Undertaker has notified the SLP that it will make.
- 3.9 The SLP must notify the Undertaker, using the written format prescribed by the Undertaker at the time of notification, of the date on which it intends to make each Service Pipe Connection. The SLP should ensure that a minimum of 10 days elapse between when the Undertaker is notified that a Supply Pipe is ready for inspection and the date on which they propose to make the Service Pipe Connection.
- 3.10 The SLP must not make any Service Pipe Connections until the Undertaker has provided written authorisation that each individual Service Pipe Connection can be made.
- 3.11 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.
- 3.12 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.
- 3.13 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:
  - 3.15.1 obtain a Street Works licence in its own name from the Street Authority for the street;
  - 3.15.2 comply fully with the Street Works Legislation and make all payments due under the Street Works Legislation; and
  - 3.15.3 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.
- 3.14 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.
- 3.15 Subject to clauses 3.16 and 3.17, 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.

- 3.16 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.
- 3.17 The SLP shall reimburse the Undertaker for all such proper and reasonable costs as may be incurred by the Undertaker under clauses 3.15 and 3.16.
- 3.18 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 The developer shall pay to the Undertaker on completion of this Agreement **and / or on completion of the works if the deferred option is chosen**, the estimated amount of the Developer's Payment as set out in clause 1.1 and any other payments payable to the Undertaker under the terms of this Agreement.
- 4.2 The developer shall also pay to the Undertaker the Non-physical Connection Charge and the Infrastructure Charges in respect of the Self Lay Works as set out in the Costs Schedule when they become due, which notwithstanding the fact that indicative (i.e. current at the date of this 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. The Infrastructure Charge for a property becomes due at the point when the Service Pipe supplying that property is connected to the Main. The undertaker will not give authorisation to proceed with a Service Connection until the Non-physical connection Charge relating to that Service Connection has been paid.
- 4.3 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.
- 4.4 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.
- 4.5 The Developer and the Owner acknowledge that until the vesting of the Water Main pursuant to clause 8.4 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.
- 4.6 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.

4.7 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:

4.7.1 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"

4.7.2 a Deed of Grant of Easement (if so required by the Undertaker) in the standard form of the Undertaker (annexed hereto in schedule 5) in relation to the Self Lay Works except in respect of any part of the Self Lay Works within a Street.

4.8 Before the Water Main is vested in the Undertaker, or later at the discretion of the Undertaker, the Developer shall pay to the Undertaker the balance of the Developer's Payment upon receipt of an invoice from the Undertaker giving a breakdown of the actual costs that have been or will be incurred in respect of the Undertaker's Works in a format similar to that set out in Schedule 2 PROVIDED THAT if the estimated amount of the Developer's Payment paid under clause 4.1 exceeds the actual Developer's Payment then the Undertaker shall pay the difference between such amounts to the developer within 20 days of the vesting of the Water Main by the Undertaker but PROVIDED ALSO THAT if estimated amount of the Developer's Payment paid under clause 4.1 is less than the actual Developer's Payment, the developer shall pay the shortfall to the Undertaker within 20 Days of receipt of an invoice from the Undertaker.

4.9 The Developer shall pay any payment payable to the Undertaker under this Agreement within 20 Days of receipt of an invoice.

## **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 4.7 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 3.15 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 clauses 3.3, 3.4, 3.5 and 3.9 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) 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.
- 7.6 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 no obligation to connect and commission the Water Main to the Undertaker's existing water distribution network, authorise the connection and commissioning of the Water Main by the SLP, or to pay the Asset Value unless in the Undertaker's sole determination:
- 8.1.1 the Self Lay Works, other than the Service Pipes, have been properly constructed to the Undertaker's reasonable satisfaction in accordance with the Specification;
- 8.1.2 the requirements of section 1.9 of the Code of Practice have been fulfilled;
- 8.1.3 the Undertaker is reasonably satisfied Service Pipe Connections will 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;
- 8.1.4 connection of the Water Main to the Undertaker's public water supply network is unlikely to compromise the integrity of that network and/or the quality of the water to be supplied by the Undertaker to any customer;
- 8.1.5 the Developer has secured the transfer of such land or the grant of such a Deed of Easement as is specified in clause; and
- 8.1.6 there is no 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 Immediately upon the making of any Routine Mains Connection, the SLP must provide written confirmation that the connection has been made in the format prescribed by the Undertaker at the time when the connection was made.
- 8.3 The SLP must notify the Undertaker of the abortion of a proposal to make a Routine Mains Connection as soon as the date, on which the SLP had notified the Undertaker that the

connection was to be made, has passed and in the format prescribed by the Undertaker at the time when the connection was to be made.

- 8.4 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 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.
- 8.5 Thereupon, the Undertaker shall pay to the Developer the Asset Value (or part thereof), within 20 Days of the receipt of an invoice from the Self Lay Provider.
- 8.6 If the Developer's Payment has not already been paid in full the Developer shall pay to the Undertaker the balance in accordance with clause 4.8

## **9 Vesting of Communication Pipes**

- 9.1 Subject to the SLP and Developer complying with their respective obligations in respect of the Service Pipes, including sections 3 and 4 and clause 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 Immediately 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, full postal address of the property served by the Service Pipe and, if available, 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. (For the avoidance of doubt, the Service Pipe shall not vest in the Undertaker under clause 9.1 until this information has been provided to, and received by, the Undertaker.)
- 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**

- 10.1 The Developer agrees to indemnify the Undertaker in respect of:
  - 10.1.1 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;
  - 10.1.2 all sums 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);

- 10.1.3 liability of every kind for breach of any Act, regulation, code of practice, byelaw or other requirement which applies to the Self Lay Works
- 10.1.4 any acts performed by the Undertaker on behalf of the SLP pursuant to clause 7.

## **11 Variation**

- 11.1 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:
  - 11.1.1 before making any request for a 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.
  - 11.1.2 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;
  - 11.1.3 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;
  - 11.1.4 the SLP shall not make any variation without the Undertaker's prior consent in writing;
  - 11.1.5 nothing in this clause shall permit or authorise any breach of the Specification; and
  - 11.1.6 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**

- 13.1 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**

- 15.1 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**

- 16.1 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 reconstruction 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 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 outstanding obligations to the Undertaker.

## **18 English Law**

- 18.1 The provisions of this Agreement shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
- 18.2 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all of the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

## **19 Waiver of Rights**

19.1 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**

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

Signed for and on behalf of  
**Bristol Water plc**

.....  
By:

Authorised Person

Signed for and on behalf of  
**XXXXXX**

.....  
By:

Authorised Person

Signed for and on behalf of  
**XXXXXX**

.....  
By:

Authorised Person

Signed for and on behalf of  
**XXXXXX**

.....  
By:

Authorised Person

**(NB. The Agreement cannot be signed by an agent acting on behalf of any party)**



**Schedule 1**  
**Phasing Programme**

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

<b>Phase</b>	<b>BW Job Number</b>	<b>Number of Service Connections</b>	<b>Plots</b>	<b>Commencement of Mainlaying</b>	<b>Connection of Mains</b>	<b>Date of First Service Connection</b>	<b>Date of Last Service Connection</b>	<b>Date of First Occupation</b>	<b>Date of Last Occupation</b>
1									
2									

## **Schedule 2**

### **The Undertaker's Works**

- 1.
- 2.
- 3.

### Schedule 3

#### Costs Schedule (for information)

<b>Item</b>	<b>Description</b>	<b>Costs</b>
1.	Non-physical Connection Charge in respect of Service Pipe Connections (SLP to fit meter)	First Connection on a site - £28.70 First Connection of a Batch - £20.86 Remaining Connections - £15.69
2.	Water Infrastructure Charge	£365.48 per domestic dwelling

## **Schedule 4**

### **Variations**

XXXXXX

## Schedule 5 – Deed of Grant of Easement

This Deed is dated

201[ ]

### HM LAND REGISTRY LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: [Title Number]

Administrative Area: [Area]

#### PARTIES

[ ] of [ ] (the “Grantor”).

and

**BRISTOL WATER PLC** incorporated and registered in England and Wales with company number 02662226 whose registered office is at Bridgwater Road, Bristol, BS13 7AT (the “Grantee”).

#### BACKGROUND

1. The Grantor owns the freehold interest in the Grantor's Property.
2. The Grantee, by virtue of an appointment made pursuant to the Water Act 1989 is the water undertaker within the meaning of the Water Industry Act 1991 for an area which includes the Grantor’s Property.
3. The Grantor has agreed to grant the Rights to the Grantee on the terms contained in this Deed.

#### AGREED TERMS

##### 1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this Deed.

1.1.1. **Adjacent Land:** the remainder of the Grantor’s Property not forming the Easement Strip.

- 1.1.2. **Service Pipe:** each and every pipe and related accessories connected to the Main and which connects to the private service pipe to an individual property which will vest in the Grantee pursuant to Section 51A Water Industry Act 1991.
  - 1.1.3. **Easement Strip:** the strip of land being [total easement width in words and figures](being [half the width of easement] either side of the central line of the Main) and the strips of land being one metre (1m) either side of the centre line of each and every Service Pipe.
  - 1.1.4. **Grantee's Covenants:** the covenants set out in Schedule 2.
  - 1.1.5. **Grantor's Covenants:** the covenants set out in Schedule 3.
  - 1.1.6. **Grantor's Property:** [use the description of the property in the title documents, refer to legal if property unregistered] registered at the Land Registry under the title number referred to above.
  - 1.1.7. **Main:** the Water Main and any accessories as defined in Section 219 Water Industry Act 1991 to be vested in the Grantee
  - 1.1.8. **Rights:** the rights set out in Schedule 1.
  - 1.1.9. **Title Plan:** the plan annexed to this Deed being the title plan of the Grantor's Property.
  - 1.1.10. **VAT:** value added tax charged under the Value Added Tax Act 1994 and any similar or replacement tax.
- 1.2. Any reference to the Grantor, or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
  - 1.3. Clause, schedule and paragraph headings shall not affect the interpretation of this Deed.
  - 1.4. Except where a contrary intention appears, references to clauses and schedules are to the clauses and schedules of this Deed; references to paragraphs are to paragraphs of the relevant schedule.
  - 1.5. The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedules.
  - 1.6. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
  - 1.7. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  - 1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  - 1.9. Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
  - 1.10. A reference to writing or written includes faxes but not e-mail.

- 1.11. Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. GRANT

In consideration of One Pound (£1.00) (exclusive of VAT) (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple.

## 3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it into whoever's hands it may come, for the benefit of the Grantee, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants (but not as to bind the Grantor for any personal liability for any breach hereof which occurs after the Grantor has disposed of the Grantor's Property).

## 4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants.

## 5. LAND REGISTRY

- 5.1. The Grantor consents to notice of the Rights and of any restrictive covenants made in this Deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.
- 5.2. On completion of this Deed, the parties shall apply to the Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
- 5.3. As soon as possible after completion of this Deed, the party completing registration shall give to the other party official copies of the registered title to the Grantor's Property to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective title.

## 6. LIABILITY

The Grantor shall not be liable to the Grantee for any compensation in respect of its use or enjoyment of the Rights save as expressly provided herein.

## 7. EXERCISE PERIOD

The Rights shall be exercisable only if the Rights and the Main and Service Pipe come into existence within twenty one (21) years from the date of this Deed.

## 8. RIGHTS OF THIRD PARTIES

Subject to any statutory rights which may override this provision, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed .

## 9. GOVERNING LAW AND JURISDICTION

9.1. This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

### SCHEDULE 1 THE RIGHTS

The rights for the Grantee and those authorised by it including its employees or contractors, at all times and in common with the Grantor and other persons having the same rights to:

1. Enter such parts of the Easement Strip and Adjacent Land as are reasonably and properly required for the exercise of the Rights with or without vehicles, plant machinery apparatus and equipment (at the Grantee's expense and in a proper and workmanlike manner) to:



- a. use, inspect, reconstruct, enlarge, line, relay, improve, maintain, clean, manage, repair, alter, renew, replace or remove the Main and/or the Service Pipe;
  - b. erect such temporary fencing and safety barrier(s) as shall be reasonably required and for so long as reasonably necessary in connection with the exercise of the Rights;
  - c. maintain reasonable markers for so long as reasonably required indicating the works and/or the Main and/ or the Service Pipe;
  - d. excavate and temporarily tip soil on the Adjacent Land as necessary Subject to levelling out, removing surplus sub soil and reinstating the Adjacent Land immediately upon the completion of such excavations; and
  - e. fell, trim or lop any trees or bushes and other vegetation on the Grantor's Property and/or remove fences, walls and other boundary structures which obstruct or interfere with the exercise of the rights granted to the Grantee by this Deed provided that the Grantee removes from the Grantor's Property all timber, wood, vegetation and other materials cut or removed and leaves the Grantor's Property neat and tidy (without any liability to pay compensation or to replace the same when the work is complete).
2. The free and uninterrupted passage of water through the Main and Service Pipe.
  3. Use of the Main and the Service Pipe.

## SCHEDULE 2 Grantee's covenants

### 1. STATUTORY REQUIREMENTS

When exercising the Rights, the Grantee shall comply with all laws governing the installation and use of the Main and Service Pipe.

### 2. REINSTATEMENT

Without prejudice to the generality of the foregoing paragraph 1, following the initial installation of the Main and the Service Pipe and on every subsequent occasion when the surface of the Grantor's Property shall be disturbed pursuant to the exercise of the Rights and the operation of this Deed, the Grantee shall reinstate the surface of the Grantor's Property to a standard based on the assumption that the Grantor has complied with its obligations under Schedule 3.

SCHEDULE 3  
Grantor's covenants

1. INTERFERENCE WITH THE MAIN AND OR SERVICE PIPE

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may:

- a. interfere with or damage the Main or the Service Pipe or interfere with, impede or obstruct the Grantee's access to them;
- b. put at risk of damage, or damage the Main or the Service Pipe or any chamber cover or other property of the Grantee; or
- c. interfere with the flow or purity of water through the Main and Service Pipe.

2. PROHIBITED ACTIVITY

The Grantor shall:

- a. not erect any building, walls or structure or plant on the Easement Strip other than reasonable boundary structures;
- b. not lay or permit to be laid in over or upon the Easement Strip any sewers, drains, pipes, conduits, cables, ducts, wires or similar thing without the prior written consent of the Grantee (save where plans of the same have been submitted to and approved by the Grantee prior to the parties entering into this Deed);
- c. not use the Easement Strip other than for roadways driveways footpaths, agricultural land, public open space, playing fields or uses ancillary thereto;
- d. not plant any trees, hedges or shrubs within [ **amount** ] metres of the centre line of the Easement Strip unless incorporating root restrictors extending [ **amount** ] metres below ground level;
- e. not change the level of the surface, ground cover or composition of the Easement Strip;
- f. not cover or obscure any chamber cover or chamber relating to the Service Pipe and which is located within the Easement Strip;
- g. not drill, dig or break up the land within the Easement Strip; and
- h. not to carry out piling operations within the Adjacent Land or the Easement Strip without the prior written consent of the Grantee.

3. NOTIFICATION TO OCCUPIER

The Grantor will advise any tenant or occupier of the Grantor's Property of the presence of the Main and Service Pipe and the provisions of this Deed.

EXECUTED AS A DEED by  
[Grantor]  
Acting by two Directors/a Director and its Secretary

.....  
Director

.....  
Director/Secretary

Executed as a Deed by

for and on behalf of  
BRISTOL WATER PLC  
in the presence of:

.....  
Witness Signature  
Witness Name  
Witness Address

**Schedule 6**

**Vesting Certificate**

**BRISTOL WATER PLC** (hereinafter called the "Company")

**WATER INDUSTRY ACT 1991 (as amended by the Water Act 2003) ("the Act")**  
**SECTION 51A**

**VESTING OF WATER MAINS  
NOTICE AND DECLARATION**

**TO:** ..... of.....

(hereinafter called the "Owner")

.....of.....

(hereinafter called the "Developer")

and

.....of.....

(hereinafter called the "Self Lay Provider")

**WHEREAS**

1. The water mains at \* and more specifically described in the schedule hereto and for the purpose of identification only shown on the Drawing No(s)\*\* annexed hereto ("the Water Mains") are private water mains vested in the Self Lay Provider.
2. By an Agreement dated the \*\* day of \*\* 20\*\* between the Owner, Developer, Self Lay Provider and the Company under Section 51A of the Act ("the Agreement") it was agreed (inter alia) that the Company would (subject to the Owner, Developer and Self Lay Provider complying with the terms of the Agreement) by declaration vest in itself the Water Mains.
3. The Owner, Developer and Self Lay Provider have complied with the terms of the Agreement to the satisfaction of the Company.
4. The Company is the Water Undertaker for the area in which the Water Mains are situate by virtue of an Appointment under the provisions of the Water Act 1989.

NOW THEREFORE in pursuance of the powers conferred on the Company by Section 51A of the Act and the Agreement the Company HEREBY DECLARES that the Water Mains shall as from the \*\* day of \*\* 20\*\*[date of connection] be Water Mains vested in the Company.

IN ADDITION the commencement of Defects Liability Period for the Water Mains as defined in the Agreement shall be from the \*\* day of \*\* 20\*\* [date of connection].

Dated the \*\*day of \*\* 20\*\* [date of production of the vesting certificate]

Description of Water Mains - See attached Schedule

Signed on behalf of  
Bristol Water Limited .....

Schedule of Mains at.....that were vested in Bristol Water Limited on .....

<b>Description of Location</b>	<b>Bristol Water Equipment ID number</b>	<b>Length (m)</b>	<b>Outside Diameter (mm)</b>