



**Anglian Water Services Limited**

**Water Supply Licensing Regime  
Access Code**

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**Version 24**

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## **1. Overview**

We support the development of competition in the water industry. Of paramount importance is the safeguarding of water quality to protect public health and the environment, compatibility with existing supplies and security of supply. Water should also remain acceptable to end users in terms of taste, odour, colour and other parameters. Our access code is designed to maintain these whilst facilitating access for licensees. The access code is based around common standards to which all licensees shall be required to adhere.

This access code is produced by Anglian Water Services Ltd (“Anglian Water”) and all references to ‘we’ should be taken to mean Anglian Water. This access code covers the whole of the Anglian Water Services Ltd water supply area including the area covered by Hartlepool Water. This code is produced in accordance with the Water Industry Act 1991 (as amended by the Water Act 2003 and the transitional changes currently in force under the Water Act 2014 and referred to in this document as “WIA91”) and Ofwat’s *Access Codes Guidance* insofar as it is still applicable (having been put in place before the transitional changes). This access code can be found on Anglian Water’s website [www.anglianwater.co.uk](http://www.anglianwater.co.uk) and hard copies shall be provided free upon request.

Legislative network access requirements continue to change. Provisions were implemented to support the opening of the retail market in April 2017 but these operate in parallel with existing provisions for network access, creating complexity. The detailed transitional arrangements are set out in the Water Act 2014 (Commencement No. 9 and Transitional Provisions) Order 2017 (“the Transitional Provisions”). We will continue to keep this Code under review as the relevant legislation is brought into force.

Queries arising from this access code and requests for hard copies should be sent to:

[wsc@anglianwater.co.uk](mailto:wsc@anglianwater.co.uk)

### **1.1. Role of the access code**

*This section clarifies the relationship between the access code and the access agreement and defines the mechanisms to develop or modify the code in the future. It also includes the scope of the access code and the relevant key points or principles for Anglian Water.*

This access code is published under the Water Industry Act 1991 framework (as amended by the Water Acts 2003 and 2014). The version of this access code prior to April 2017 provided guidance to licensees who were seeking access to or use of our water supply system to provide wholesale and/or combined services. A “wholesale service” was a supply of water by us to a licensee for the licensee to sell to its eligible customers’ premises. A “combined

service” was whereby a licensee introduced water into our water supply system to be sold by the licensee to its eligible customers’ premises.

The term previously used in the legislation - “wholesale service” - has from April 2017 been dealt with under the retail market codes. These comprise a [wholesale-retail code](#) and a [market arrangements code](#) (referred to together in this document as the “Market Codes”). The former is a statutory code in the form of an agreement entered into by all water and sewerage undertakers like Anglian Water with those retailers that it is providing wholesale services to. The latter is a non-statutory code which is established by licence conditions set out by Ofwat.

The “combined service” therefore now forms the sole subject matter of this access code.

No wholesale-retail code or market arrangements code exists as such for the old “combined services”. Therefore, this access code sets out the generic terms and conditions upon which combined access shall be permitted. It provides guidelines for producing contracts and describes the approach to be taken in negotiating a particular access agreement for combined services. Licensees shall follow the application process as detailed for introductions of water with a view to supply (sometimes known as “common carriage”).

This access code applies to all qualifying water supply licensees, which are those that hold a wholesale authorisation or supplementary authorisation. It covers access to our water supply system only and excludes access to our wastewater system. Our water supply system is defined in section 17B(5) of the Water Industry Act 1991 for the purposes of the licensing arrangements from April 2017, as comprising any water mains and other pipes that are used for conveying drinking (potable) water from the water undertaker’s treatment works to its customers’ premises, and any non-potable networks which are not connected to any potable system. It is this description that remains in force at the current time. Access to all other facilities (i.e. treatment works of a potable supply system and any upstream facility) is therefore outside the licensing regime as it currently stands and excluded from this access code.

The access code covers:

- Application for access to, or use of supply system
- Control and balancing of supply system
- Supply system maintenance and emergency procedures
- Supply system connections
- Legal contract, arbitration and disputes resolution for combined services
- Access pricing
- Glossary of defined terms
- Draft confidentiality agreement
- Application questionnaire for introductions of water

Of paramount importance is the safeguarding of water quality to protect public health and the environment, compatibility with existing supplies and security

of supply. Our access code is designed to maintain these whilst facilitating access for licensees. The access code is based around common standards to which all licensees shall be required to adhere.

## **1.2. Relevant framework documents**

There are a significant number of documents containing information relevant to the current Water Supply Licensing regime. The information contained within these documents shall be considered by licensees before approaches are made to Anglian Water for access. Relevant documents include:

### **1.2.1. Primary and secondary legislation**

Water Industry Act 1991 as amended

<http://www.legislation.gov.uk/ukpga/1991/56/contents>

The Water Supply (Exceptions from Supply System Prohibitions) Regulations 2005

<https://www.legislation.gov.uk/uksi/2005/3075/contents>

The Water Supply Licence (New Customer Exception) Regulations 2005

<https://www.legislation.gov.uk/uksi/2005/3076/contents>

The Water Supply (Water Fittings) Regulations 1999

<http://www.legislation.gov.uk/uksi/1999/1148/contents/made>

The Water Supply (Water Quality) Regulations 2016 as amended

<https://www.legislation.gov.uk/uksi/2016/614/contents>

Competition Act 1998

<http://www.legislation.gov.uk/ukpga/1998/41/contents>

The Water Act 2014 (Commencement No. 9 and Transitional Provisions) Order 2017

<http://www.legislation.gov.uk/uksi/2017/462/contents/made>

### **1.2.2. Statutory and non-statutory guidance**

Access Codes Guidance (Sept 2011)

[https://www.ofwat.gov.uk/wp-content/uploads/2015/10/pap\\_con\\_wslacccodesguid.doc](https://www.ofwat.gov.uk/wp-content/uploads/2015/10/pap_con_wslacccodesguid.doc)

Guidance on Strategic Supplies (Dec 2005)

[http://www.ofwat.gov.uk/competition/wsl/gud\\_pro\\_stratsuppguid.pdf](http://www.ofwat.gov.uk/competition/wsl/gud_pro_stratsuppguid.pdf)

Guidance on Compliance Codes (July 2008)

[http://www.ofwat.gov.uk/wp-content/uploads/2015/12/pap\\_pos\\_compcodes290708.pdf](http://www.ofwat.gov.uk/wp-content/uploads/2015/12/pap_pos_compcodes290708.pdf)

The costs principle and access pricing – Letter from Andrew Beaver, Ofwat (August 2014)

[http://www.ofwat.gov.uk/wp-content/uploads/2015/10/ltr\\_stk20140818pr14costsengland.pdf](http://www.ofwat.gov.uk/wp-content/uploads/2015/10/ltr_stk20140818pr14costsengland.pdf)

### **1.2.3. Conditions of Appointment**

Anglian Water's Instrument of Appointment

<http://www.ofwat.gov.uk/publication/anglian-water-appointment/>

Standard licence conditions for water supply licences with wholesale and supplementary authorisations  
<https://www.gov.uk/government/publications/water-supply-and-sewerage-licencing-regime-standard-licence-conditions>

#### **1.2.4. Other relevant documents**

DWI Guidance on the Water Supply (Water Quality) Regulations  
[Guidance on implementing the Water Supply \(Water Quality\) Regulations - Drinking Water Inspectorate \(dwi.gov.uk\)](#)

The Water Industry (Suppliers' Information) Direction 2021  
<https://cdn.dwi.gov.uk/wp-content/uploads/2021/05/27170442/The-Water-Industry-Suppliers-Information-Direction-2021-1.pdf>

DWI Guidance on the water quality aspects of common carriage  
<http://dwi-content.s3.eu-west-2.amazonaws.com/wp-content/uploads/2020/11/03135335/Common-Carriage-Guidance-on-the-drinking-water-quality-aspects.pdf>

DWI Guidance on the Notification of Events  
[2022-GUIDANCE-ON-THE-NOTIFICATION-OF-EVENTS-V1.2-A.pdf \(dwi.gov.uk\)](#)  
<http://dwi-content.s3.eu-west-2.amazonaws.com/wp-content/uploads/2020/11/03135401/Guidance-on-the-Notification-of-Events-Version-1.1.pdf>

DWI Security and Emergency Measures (Licensed Water Suppliers) Directions for Licensed Water Suppliers: Notification and guidance  
[SEMD - Drinking Water Inspectorate \(dwi.gov.uk\)](#)

Anglian Water's Compliance Code  
<https://wholesale.anglianwater.co.uk/siteassets/resources/aws-compliance-code-march-2021.pdf>

Anglian Water's Water Resources Market Information  
<https://www.anglianwater.co.uk/about-us/our-strategies-and-plans/water-resources-management-plan/water-resources-market-information/>

This list is not exhaustive.

### **1.3. Role of key industry players**

*This includes an explanation of the duties and obligations on the key players.*

#### **1.3.1. Anglian Water**

Anglian Water is the appointed water undertaker covering the region from the Humber in the north to the Thames in the south, from Daventry in the west to the east coast, and also Hartlepool. Anglian Water is responsible for the public water supply network in this area. We are also the sewerage undertaker but not the water undertaker to a number of customers occupying eligible premises. Chapter 2A WIA91 places duties and obligations on water



undertakers subject to certain conditions. Anglian Water is obliged to provide the following services subject to the conditions detailed below:

### **1.3.1.1. Primary undertaker**

#### **1.3.1.1.1. Wholesale water supply**

Where a licensee requests Anglian Water to provide a supply of water, under section 66A WIA91, and the premises are within Anglian Water's area, Anglian Water has a duty to take steps necessary to enable provision of the supply, and having taken those steps to provide the supply.

The terms and conditions on which Anglian Water carries out these duties are agreed with the licensee in accordance with the Network Codes and as stated above are outside the scope of this code.

#### **1.3.1.1.2. Introduction of water into water undertaker's supply system**

Where a licensee requests Anglian Water's permission to introduce water into its supply system, under section 66B WIA91, and in line with the requirements of the wholesale or supplementary authorisation aspects of its licence, Anglian Water has a duty to take steps to enable the licensee to make the introduction of water into the supply system and having taken such steps to permit the introduction of water into its supply system, as requested.

Where a licensee with a wholesale or supplementary authorisation requests Anglian Water to permit the introduction of water, as supplied by a neighbouring secondary undertaker, into its supply system for the purposes of supplying its customers within Anglian Water's area, Anglian Water has a duty to take steps to enable the licensee to make the introduction of the water into its system. This is in accordance with section 66C WIA91. These steps may include connecting Anglian Water's supply system to the neighbouring secondary undertaker's supply system. Having taken such steps, Anglian Water has a duty to permit the introduction of water into its supply system, as requested. Where appropriate, the licensee, primary water undertaker and secondary undertaker may agree trilaterally the terms and conditions of access.

The terms and conditions on which Anglian Water carries out these duties are agreed with the licensee in accordance with Ofwat's [Access Codes Guidance](#).

### **1.3.1.2. Secondary undertaker**

Where a combined licensee requests Anglian Water to provide a supply of water to enable it to supply its customers' premises by using a neighbouring

primary water undertaker's supply system, under section 66C and in accordance with its wholesale or supplementary authorisation, Anglian Water has a duty to take steps to enable the provision of the supply, and having taken those steps to provide that supply.

The terms and conditions on which Anglian Water carries out these duties in its capacity as a primary or secondary undertaker are agreed with the licensee in accordance with Ofwat's [Access Codes Guidance](#). The introduction by a licensee into Anglian Water's water supply system, of a supply obtained from a secondary undertaker involves two transactions, governed by separate agreements:

1. The secondary undertaker sells water to the licensee
2. The licensee introduces that water into the primary water undertaker's water supply system.

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

Licensees shall identify and communicate at the earliest stages if a secondary undertaker is likely to be included within an application. This will enable potential secondary undertakers to consult at the earliest opportunity with relevant parties including the primary undertaker, the EA and the DWI, if necessary.

The secondary undertaker will need to understand the demand requirements of the licensee and an indication of the point to which connection to the primary undertaker's supply system is required. It will also need to discuss with the primary undertaker details of the transfer, including the design of pipework and any pumping arrangements that may be required, any water quality issues and whether any facilities need to be constructed.

If Anglian Water is identified as a secondary undertaker within an access application, Anglian Water expects to be involved as necessary in discussions with the licensee and the primary undertaker. Anglian Water expects to receive copies of relevant details during the application stages for comment and to be able to request further details as necessary.

### **1.3.1.3. Conditions under which duties do not apply**

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

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

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

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

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

### **1.3.2. Licensee**

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

Section 66I WIA91 prohibits unauthorised use of a water undertaker's supply system for the purpose of supplying water to a customer's premises, unless done so by the water undertaker or by a licensee under the terms of its licence. Under section 66I(4) WIA91, unauthorised use for the purpose of supplying water to a customer's premises is a criminal offence. Licensees have a duty to assure themselves that the terms of their licence allow for the use of Anglian Water's supply system.

Section 66J WIA91 prohibits unauthorised introduction of water into a water undertaker's supply system. Introduction of water is only permitted by the primary water undertaker itself, or by a licensee under the terms of its licence, or by another water undertaker under an agreement for a bulk water supply. Under 66J(4) WIA91, contravention of this prohibition is a criminal offence. Licensees have a duty to assure themselves that the terms of their licence allow for the introduction of water into Anglian Water's supply system.

Licensees share responsibility with Anglian Water for compliance with the Water Supply (Water Quality) Regulations 2016 as amended for the water they input in the supply system and for the wholesale supply of water to the customer's tap.

Licensees have a duty to comply with the eligibility requirements as specified in section 17A(3) WIA91 relating to non-household premises, the threshold requirement, and supply by only one licensee.

### **1.3.3. Ofwat**

The Water Services Regulation Authority (Ofwat) is the economic regulator of the water industry in England and Wales.

Since 2003, the Water Industry Act 1991 has imposed a duty on Ofwat to “further the consumer objective”. This is “to protect the interests of consumers, wherever appropriate by promoting effective competition between persons engaged in, or in commercial activities connected with, the provision of water and sewerage services.”

Ofwat is required to publish guidance on the operation of the WSL regime.

Ofwat is responsible for granting water supply licences for wholesale and combined services. In doing so, Ofwat will assess whether the applicant has the appropriate skills and competencies required. It has a duty to secure that the activities authorised by a licensee’s licence and any statutory functions imposed on it in consequence of the licence are properly carried out.

Ofwat also has powers to determine disputes about the eligibility of premises, the terms and conditions of proposed access agreements and the conditions for refusing supplies. Further information is available on Ofwat’s website under Water Supply Licensing: [www.ofwat.gov.uk](http://www.ofwat.gov.uk)

### **1.3.4. Drinking Water Inspectorate (DWI)**

DWI will need to be satisfied that the licensee is aware of, and understands, its regulatory duties and responsibilities in respect of drinking water quality at the initial licence application stage. Where a licensee intends to treat a source of water for potable supply, the treated water cannot be introduced into the public supply system until the DWI is satisfied that the treatment processes meet the relevant regulatory requirements and the works is being operated in a competent manner. This will involve the approval of the Licensee’s “Regulation 27” risk assessment.

During access negotiations DWI will advise Ofwat as necessary on drinking water quality issues relating to the use of common carriage, particularly in respect of dispute resolution.

Overall, licensees will be subject to the same level of regulation as undertakers. Further information can be found in the Competition section of Defra’s website at [Competition - Drinking Water Inspectorate \(dwi.gov.uk\)](http://Competition - Drinking Water Inspectorate (dwi.gov.uk))

### **1.3.5. Environment Agency (EA)**

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

Water undertakers have a legal duty to produce Drought Plans every 5 years, which identify how, during a period of dry weather or drought, they will continue to meet their duties with as little resources as possible or for the scenarios which may require drought orders or drought permits. The Environment Agency reviews these plans and advises the Government on their adequacy.

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

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

In most cases, water supply licensees wanting to make use of their wholesale or supplementary authorisation will require a water abstraction licence from the Environment Agency to take water from surface water or groundwater. Every new proposal to abstract or impound water undergoes extensive scrutiny and investigation before a decision is made to grant or refuse an abstraction licence application. There is a need to ensure that water resources are safeguarded and that abstractions do not damage the environment.

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

In these instances, the Environment Agency will also play a role in advising Ofwat on whether the criteria for rejecting a proposal for a secondary supply under sections 66C(7) or (8) of the WIA91 are satisfied. Ofwat will then make a determination.

Further information is available on the Environment Agency's website. <https://www.gov.uk/government/organisations/environment-agency>

### **1.3.6. Department for the Environment, Food and Rural Affairs (DEFRA)**

DEFRA is the government department responsible for WSL legislation.

The Secretary of State has issued statutory instruments which govern the competition regime. The Secretary of State may issue further instruments in the future which may affect the regime. Where this is the case, Anglian Water should revise this access code to reflect relevant changes.

Further information is available on DEFRA's website:

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

#### **1.4. Definition of services**

*This includes details of the services we are able to offer.*

Anglian Water will offer services to a licensee for the purposes of supplying water to the licensee's eligible customers, subject to terms and conditions agreed with the licensee in accordance with Ofwat's [Access Codes Guidance](#). These services are defined in terms of Anglian Water being either the primary undertaker (section 66A and 66B of the WIA91) or a secondary undertaker (section 66C of the WIA91).

##### **1.4.1. Primary water undertaker**

###### **1.4.1.1. Wholesale water supply**

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

###### **1.4.1.2. Introduction of water into the supply system**

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

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

##### **1.4.2. Secondary water undertaker**

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

## **2. Application for access to, or use of supply system**

On each and every occasion that a licensee requires access to our water supply system in accordance with its wholesale or supplementary authorisation, the following procedures shall be followed, as applicable. Those without a licence shall apply to Ofwat for a licence before approaching Anglian Water for services. We have set out the requirements of licensees and also how we shall assess applications. We shall provide points of contact to the licensee during all stages of the process. Introductions of water will only be permitted once an access agreement has been executed and any conditions precedent have been fully met and satisfied. By access agreement we mean any agreement under section 66D WIA91 by which water is introduced into Anglian Water's supply system under sections 66B or 66C WIA91 for onward supply.

### **2.1. Process requirements**

#### **2.1.1. Confidentiality agreements**

*This section clarifies the role of a confidentiality agreement and appropriate compliance arrangements. This section also includes provision of a standard confidentiality agreement.*

A confidentiality agreement protects both parties by ensuring that information provided by licensees and by us is not misused or disclosed without consent. Both parties shall put in place any necessary procedures to ensure compliance. We insist that all licensees sign a pre-contract confidentiality agreement at the start of negotiations before any information is exchanged. This will apply whether we are the primary or secondary undertaker. We anticipate that each licensee shall require only one confidentiality agreement which shall cover negotiations of any number of access proposals. To facilitate this we have provided a specimen confidentiality agreement setting out the provisions we require in Appendix 1. The provision of a confidentiality agreement is free of charge.

All licensees shall sign the confidentiality agreement before proceeding to the initial application stage. A specimen confidentiality agreement can be found in Appendix 1. However, licensees shall contact us for a formal confidentiality agreement for execution. This shall be provided within 3 working days. Licensees shall execute and return the confidentiality agreement to us as soon as possible. We will not proceed to process applications until we have received an executed confidentiality agreement.

If necessary, we will arrange a meeting date within 10 working days of a request.

In the event that the draft case specific schedule is unacceptable, licensees shall contact us as soon as possible to inform us of the issues in question. We

shall endeavour to conclude discussions and reach agreement within 20 working days of the licensee receiving the draft documents.

In the event that agreement on premises specific terms cannot be reached, the licensee can refer the matters in dispute to Ofwat for determination under section 66D(1) WIA91.

Confidentiality terms shall also be included within access agreements. See section 8 of this document for further details.

### **2.1.2. Information requirements**

*This includes details of the information required at each stage to progress an application and the associated timescales.*

Any request to introduce water into the supply system, which complies with the requirements set out in this access code, shall be considered and evaluated. In order for us to make a fair and objective assessment of the request, the licensee shall provide such information as is reasonably required for that purpose. This section and Appendices 2-3 set out the information requirements at each stage of the application process. We reserve the right to request additional information from licensees where necessary.

A licensee shall inform us at any stage of the process if it no longer wishes to proceed.

In considering any application by a licensee for access to our water supply system, of paramount importance is the safeguarding of water quality to protect public health and the environment, compatibility with existing supplies and security of supply. Water should also remain wholesome and acceptable to end users in terms of taste, odour, colour and other parameters. No connection to, or use of the water supply system, shall be permitted unless we are satisfied that there is no risk to the service provided to existing and future water customers served by the supply system, or that where there is a risk we are satisfied that adequate control measures are in place or will be in place before the supply becomes operational.

In order to ensure water quality is maintained, every licensee shall be expected to satisfy us that it can operate to the same or equivalent standards, systems and procedures as operated by Anglian Water. This shall include quality assurance accredited systems and standards as appropriate, including training and qualifications. The licensee shall be expected to adopt a Drinking Water Safety Planning approach to its supply at least to the standard required by the relevant regulations. This could include approval to the Drinking Water Inspectorate Risk Management Assessment Scheme launched in August 2019.

The licensee shall demonstrate to Anglian Water that it has access to sufficient raw, or treated water to meet its customer's demands including volumetric and peak demands as shall be specified in the access agreement. This source of water shall be sustainable for the length of the access agreement.



A separate access agreement shall be required for each introduction of water.

### **2.1.3. Timescales**

*This section sets out timescales for each of the key application stages.*

We shall use our best endeavours to process any application as quickly as practicable. To this end the licensee shall be expected to respond expeditiously to any supplementary requests for information. Some investigations may necessarily take longer than might initially be indicated. In such cases, we shall inform the licensee.

### **2.1.4. Application fees**

*This includes information regarding processing fees for each key stage of the processes and identification of the degree of associated work involved. The section also addresses how fees will be raised and the terms on which these fees are payable. The section clarifies the position of applications withdrawn during the process and how associated costs will be recovered.*

Although we will incur costs in processing applications, it is Ofwat's policy that water undertakers may not recover from a licensee any costs of processing an application for access. These irrecoverable costs include any costs relating to discussing, negotiating and agreeing terms and conditions of an access agreement or confidentiality agreement and any costs related to processing premises-specific applications for introductions of water, including any costs for feasibility studies. Design works will be charged on fair and reasonable basis. We will not charge for providing a copy of our access code or for clarifying our policy or information requirements.

We should, however, understand how much each stage of the application process actually costs and identify the work involved at each stage. Ofwat will review these costs and its policy on the recovery of these costs in the light of experience.

### **2.1.5. Credit provisions and credit limits**

*This section provides details of any credit checking processes that a licensee will be subject to on a non-discriminatory basis in relation to that of existing eligible customer groups.*

We reserve the right to undertake credit analysis for licensees. Licensees will already have sufficient financial suitability for the purposes of supplying customers and meeting payments to wholesalers. However, if the financial risk involved in meeting the terms of the network access agreement is substantially greater, we reserve the right to undertake additional credit analysis, and where appropriate, seek relevant security deposits, bonds, guarantees or advance payment.

## **2.2. Confirming eligibility**

*This section includes high level principles of eligibility.*

The introduction of water by a licensee can only be made in connection with a supply of water to that licensee's customer. Consequently, also, the introduction can only be made in connection with a supply to non-household premises.

Furthermore, the Transitional Provisions retain for the time being the threshold requirement set out in the old section 17D WIA91 (that is, before the coming into force of the Water Act 2014): this is that when the licensee first enters into an undertaking with a customer to give the supply, the total quantity of water estimated to be supplied to the premises annually by the licensee is not less than 5 megalitres;

Further information can be found in Ofwat's [Guidance on Eligibility](#).

### **2.2.1. Responsibilities**

*This section clarifies the responsibilities on establishing and confirming eligibility.*

In all cases and for all aspects of eligibility, it is the licensee rather than the water undertaker which must ensure that the premises of a potential customer are eligible in accordance with Ofwat's [Guidance on Eligibility](#).

Unless doing so in pursuance of its licence, it is a criminal offence for a licensee to use a water undertaker's supply system for the purpose of supplying water to any premises of a customer, or for a licensee to introduce water into a water undertaker's supply system. It is therefore a criminal offence for a licensee to breach any of the eligibility requirements set out above.

In addition, any licensee that contravenes these requirements could face enforcement action by Ofwat under section 18 WIA91 and may incur financial penalties under section 22A WIA91. Alternatively, a licensee could face revocation of its licence in accordance with the Standard Conditions of Water Supply Licences.

A set of premises may change in such a way as to require the threshold to be satisfied a further time. For example, a customer may sell part of its premises so that the original premises are split and are occupied by different customers. Regarding the threshold requirement, as long as the requirement is met at the time the licensee first enters into the undertaking to supply a set of premises, and those premises do not change, those premises can continue to be supplied by the same licensee for the duration of the undertaking even if consumption falls below the threshold.

A licensee should seek its own legal advice if it is unsure whether a customer's premises are eligible.

### **2.2.2. Boundary definition**

The WIA91 does not define 'premises' for the purpose of assessing eligibility. Premises can include buildings or land. Licensees can only supply customers at individual eligible premises. Each of the premises supplied must be eligible. Customers cannot aggregate consumption at more than one set of premises in order to achieve eligibility, although some groups of properties may constitute a single set of premises in certain circumstances.

There will be a single set of premises in the following circumstances:

- i) The premises are located within a single boundary and a single customer occupies the premise and is liable for water bills in respect of those premises (single boundary premises);
- ii) The premises consist of co-located buildings, other similar structures and/or land which have adjoining boundaries or which are separated only by transport infrastructure and a single customer occupies the premises and is liable for water bills in respect of those premises (common occupation co-located premises); or
- iii) The premises consist of a single building or co-located, separately occupied buildings, other similar structures and/or land with all four of the following characteristics:
  - They have a common landlord or managing agent in respect of the totality of the premises;
  - They have adjoining boundaries or are separated only by transport infrastructure;
  - They are served by a self-contained common water supply system that does not belong to a water undertaker; and
  - A single customer is liable for water bills in respect of the totality of the premises (common management co-located premises).

If premises meet the criteria in paragraphs ii and iii, the criterion in paragraph i cannot be applied to any part of the premises as a means of reducing the area in order to bring the reduced premises within the eligibility requirements.

### **2.2.3. Household / non household premises**

Premises that satisfy the single set of premises eligibility requirement must also satisfy the requirement that the premises are not household premises, since a licensee can only introduce water to service its customers' premises, and those premises cannot be household premises under paragraph 4 of Schedule 2A WIA91.

Section 17C WIA91 defines household premises as those in which, or in any part of which, a person has his home. The fact that a person has his home in,

or in part of, any premises does not mean that the premises are household premises unless the principal use of the premises is as a home. In its [Guidance on Eligibility](#), Ofwat sets out what it considers to be household and non-household premises for the purpose of the licensing regime.

#### **2.2.4. Volumetric threshold**

The threshold requirement is that, at the time the licensee first enters into an undertaking with a customer to supply the premises, the total quantity of water estimated to be supplied annually to the premises by the licensee pursuant to the undertaking is not less than 5 megalitres. The threshold requirement relates to the amount of water that is supplied by the licensee using one or more water undertakers' supply systems. The amount of water that a customer receives by means of private supplies does not count towards assessing whether the threshold requirement is satisfied.

Existing market data may be used to give an indication of likely threshold, especially in the absence of any factors indicating future change

#### **2.2.5. Attachment to the supply system**

Customers can only be supplied by licensees if they are connected to the supply system. The supply system is defined in section 17B(4A) WIA91. It can be summarised as any water mains and other pipes used for the purpose of conveying potable water from a water undertaker's treatment works to customer's premises and any water mains and other pipes used to convey non-potable water from any source to premises that are not connected directly or indirectly to any water mains or pipes connected to those treatment works.

Paragraph 11 of the Transitional Provisions provides that a wholesale authorisation is an authorisation to the licensee to introduce water into a water undertaker's supply system, by means of which any particular retail supply of water under its own retail licence and where the introduction is to be made in connection with *that* intended supply. In its [Access Codes Guidance](#), Ofwat interprets this to mean that a physical link is required between the combined licensee's introduction point and its customer's premises.

#### **2.2.6. Customers in debt**

*This section includes reference to the [Wholesale Retail Code](#) (WRC).*

The [WRC](#) may be consulted in respect of the debt position of customers wishing to transfer to a different licensee. As a wholesaler only, we no longer have access to debt information on occupiers of eligible premises.

### **2.3. Application process**

#### **2.3.1. Arrangements relevant to introductions of water**

*This section includes a process flowchart detailing each stage of the process. The section also provides a detailed narrative of what each stage entails and*

*clarifies the responsibilities of Anglian Water and the Licensee, including information provision and communications, at the various stages.*

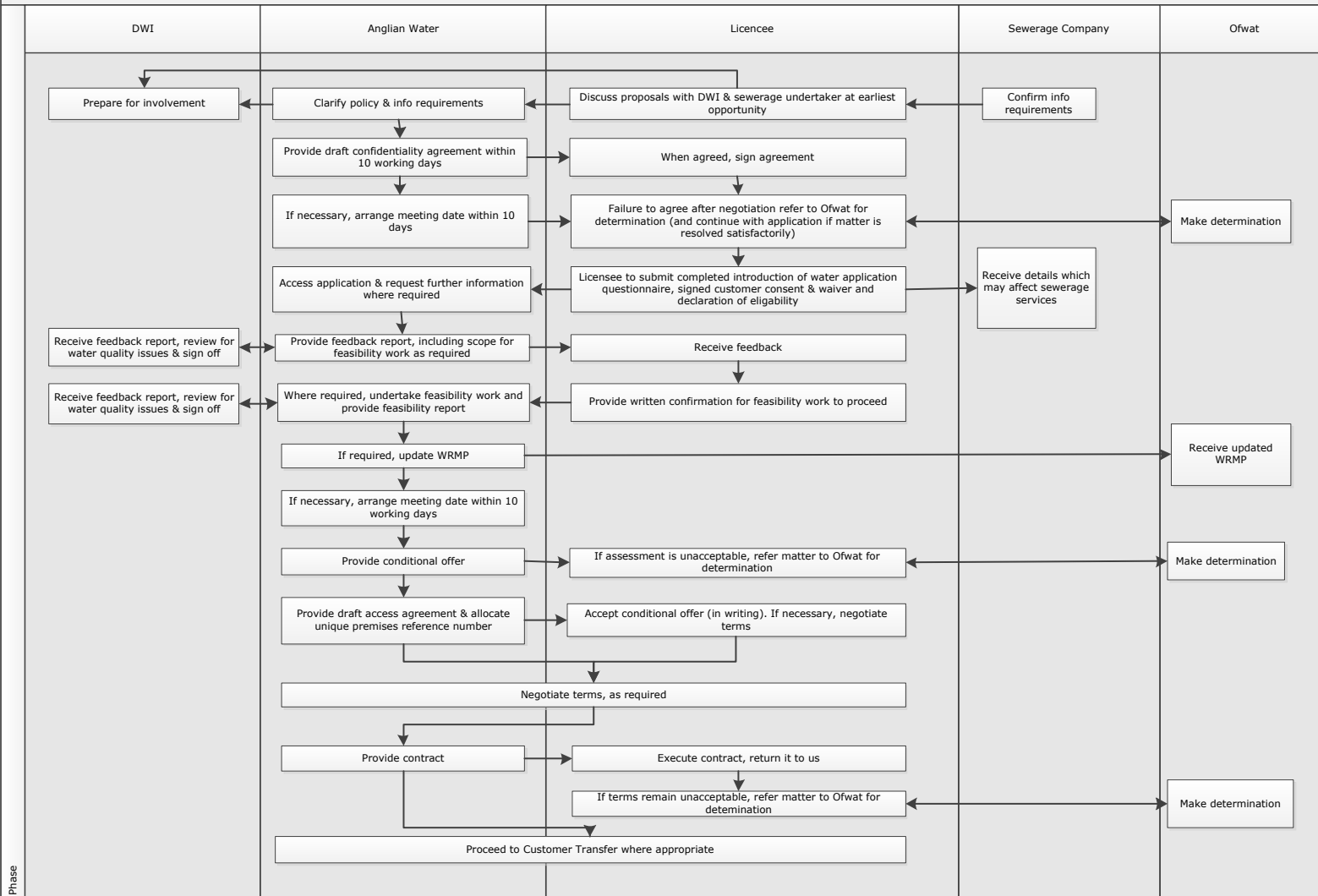
Every introduction of water and associated supply will have unique characteristics requiring specific changes to the existing physical supply arrangements. Whilst a number of provisions within the access agreements may be common, a separate access agreement will be required for each introduction.

To reflect this, the application process for introductions of water shall comprise of the following main stages.

In the event that agreement between us and the licensee cannot be reached on terms and conditions relating to premises specific applications made under sections 66B and 66C WIA91, the licensee can refer the matters in dispute to Ofwat for determination.

This should be used in conjunction with Figure 1, which sets out a process flowchart.

**Figure 1**  
**Application Process for Introductions of Water**



Phase

### **2.3.1.1. Stage 1: Initial contact**

To process an application as efficiently as possible, licensees seeking to introduce water should discuss proposals with us at the earliest opportunity. The licensee should provide us with its contact details and the type of licence it holds (which should include a wholesale or supplementary authorisation).

The DWI should also be made aware of a potential introduction of water at the earliest opportunity.

Those without a licence including a wholesale or supplementary authorisation shall apply to Ofwat for that type of licence before approaching us for access to our supply system. We shall clarify policy and information requirements free of charge.

All licensees shall sign a pre-contract confidentiality agreement before proceeding to the application stage. A specimen confidentiality agreement can be found in Appendix 1. However, licensees shall contact us for a formal confidentiality agreement for execution. This shall be provided within 10 working days. The provision of a confidentiality agreement is free of charge. Licensees shall execute and return the confidentiality agreement to us as soon as possible. We shall not proceed to process applications until we have received an executed confidentiality agreement.

If necessary, we will arrange a meeting date within 10 working days of a request.

Where we are the sewerage undertaker, we will confirm our information requirements.

### **2.3.1.2. Stage 2: Detailed application**

Licensees who wish to proceed shall complete and submit to us a introduction of water application questionnaire. This can be found in Appendix 2. The purpose of the detailed application questionnaire is to:

- identify any issues, particularly those relating to water quality and security of supply, which could pose significant constraints to access to the water supply system
- give an indication of the reliability of the source and the basic compatibility of the input water and demand pattern with existing supply arrangements
- understand the proposal in enough detail to undertake a feasibility study, if necessary
- enable us to assess the system of quality assurance which has been applied to the collection of the data.

The application includes the requirement to provide a signed consent form from each eligible customer stating that the customer has expressed an interest in the licensee becoming its new water supplier (or is its water supplier already) and containing a waiver by the customer of any restrictions on disclosure by Anglian Water to the licensee of information held by Anglian Water which is necessary to disclose to the licensee for the purposes of the new supply arrangements. Anglian Water will only accept customer consent forms that have been signed, or verified by the customer as in force, no more than two months prior to being submitted. This will ensure that the customer is still interested in switching supplier and is in accordance with Ofwat's Access Codes guidance. We also request a declaration by the licensee that the customer's premises are eligible.

Where facilities need to be constructed, the licensee shall prepare an outline scheme of the proposed design.

Where we are the sewerage company we expect the licensee to provide us with details that could affect our ability to bill or may have an impact on our operational processes.

We shall assess the completed application questionnaire and, if necessary, we shall request additional information. Upon receipt of a full and complete application questionnaire, we will evaluate the information and provide a feedback report. The feedback report shall:

- identify any issues or significant constraints requiring resolution, particularly relating to water quality and security of supply
- communicate any feasibility study and/or testing requirements to the licensee, including additional information required to assess technical feasibility
- request confirmation from the licensee that it agrees the scope of any feasibility study and/or testing requirements
- set out the reasons, if we consider that the proposal is unfeasible
- include a preliminary access price
- include non-price terms identified at this stage
- highlight whether the supply is likely to constitute a strategic supply

Upon written confirmation from the licensee that it wishes us to proceed, we shall undertake the work specified and agreed. A feasibility study shall assess in detail the impact of the proposal and may include network modelling. As part of this work we may revise our Water Resources Management Plan. If necessary, a revised Water Resources Management Plan shall be sent to Ofwat and the EA.

We shall aim to issue our finalised feasibility report to the licensee within 40 working days of receiving all the necessary information. As far as possible, the feasibility report shall detail the feasibility of the proposal and identify issues requiring resolution. We shall provide the DWI with a copy of our feasibility report.

If requested, we shall arrange a meeting date within 10 working days of the request.

If the proposal is unfeasible, it may be necessary for the licensee to reconsider its proposals and/or submit further information requiring us to undertake further feasibility modelling. If we believe that a licensee's proposal is not feasible at this stage, we will set out the reasons in writing to the licensee. If the licensee does not agree with our reasons, the licensee can refer the matter to Ofwat for determination under section 66D(1) of the WIA91.

Once we are satisfied that we have a feasible proposal, within 10 working days we shall produce a conditional offer including price and non-price terms which shall be valid for 6 months. The conditional offer may consist of one or more options detailing the terms on which access shall be permitted. If allowed to elapse outside the declared time scale an additional feasibility study may be required to ensure that the offer reflects the most up to date position with respect to the water supply system and its capacity.

If requested, we can make an offer to another licensee for the same customer during this time. In the event of a material change in circumstances we may vary an offer. The change to the offer and the reasons will be communicated to the licensee. A subsequent offer will supersede an earlier offer. A licensee can only accept the most recent offer at any time. We shall also provide a draft



network access agreement. The offer shall be subject to the execution by both parties of a formal written network access agreement within the meaning of the WIA91.

It is anticipated that the scope of detailed applications will vary considerably from case to case. For complex applications additional time may be needed.

### **2.3.1.3. Stage 3: Detailed contract negotiation**

If the licensee is content with our conditional offer it shall submit its acceptance to us in writing within the specified timescale. We shall provide a draft network access agreement for execution. This shall include clauses dealing with payment terms, quality issues, service levels and discussions regarding the operational relationship between Anglian Water and the licensee.

The terms offered shall be open for discussion between the relevant parties for up to 15 working days. If the licensee accepts the terms we shall provide a contract normally within 10 working days of receipt of confirmation. The licensee shall execute the contract and return it to us within 10 working days of receipt. It is expected that the scope of contract negotiations will vary considerably from case to case, however, we would normally expect detailed contract negotiations to be completed within 40 working days, unless otherwise agreed.

In the event that the access agreement terms remain unacceptable, the licensee can refer the matters in dispute to Ofwat for determination under section 66D(1) WIA91.

Once an access agreement has become legally binding, the process proceeds to the transfer of the customer (if so required) under the [WRC](#), as the agreement will prohibit any introduction of water until this has been carried out

We shall establish an operational relationship with the licensee for ongoing operations in respect of an introduction of water which is additional to the operational relationship already provided for in the WRC.

### **2.3.2. Objections and rejection process**

*This section clearly identifies the circumstances that could result in an objection to, or a rejection of, an access application. This section includes details of the processes used, the associated timescales and where appropriate, how to take forward an application that has been rejected or objected to.*

In some circumstances, water undertakers (primary and secondary), licensees (in the case of a customer transferring from one licensee to another), regulatory bodies and other relevant parties may determine during any stage of the application process that an application cannot be progressed.

In addition to statutory conditions in sections 66A-66C WIA91, other types of objection may include the following, but not be limited to:

- Refusal by the licensee to provide necessary information;
- Licensees consider that the customer's premises are not eligible;
- The new supplier's proposals are impracticable eg unfeasible hydraulic conditions;
- Unacceptable water quality implications;
- Consequential infringements of regulatory obligations, such as compliance with an undertaking;
- Unacceptable impact on our existing customer base;
- Concerns over source risk assessment;

- Reasons of national security.

In the event that a party objects or rejects an access application, the person making the objection shall provide the licensee with full reasons for the objection in writing. This shall be done as soon as possible after that party becomes aware of the problem. The relevant parties shall seek to resolve the issue(s) where possible. In the event that the issues cannot be resolved, the licensee shall inform all relevant parties that the application is not to continue.

In the event that agreement cannot be reached, the licensee can refer the matters in dispute to Ofwat for determination under section 66D(1) WIA91.

## **2.4. Access Criteria**

### **2.4.1. Water quality input specification**

*This includes information on the quality of water a licensee will be expected to achieve in order to gain access to the supply system. This includes guidance on the number and age of the sample set to be provided by the licensee. The section also includes clarification of relevant laboratory accreditation and any pre-entry network modelling.*

The licensee shall be required to provide Anglian Water with a set of analytical data for a full year from all relevant sample points (each Water Treatment Works, Storage Point, Supply Point and any Public Water Supply Zones) upstream of the point of entry to our water supply system. A table of parameters is provided as part of the detailed application questionnaire for combined services in Appendix 2. The relevant Regulation 28 risk assessment reports should also be provided.

If the source of water is from a new borehole, the licensee shall be required to provide us with full details of the commissioning process, and associated water quality sampling. If the commissioning and water quality sampling do not meet the standards prescribed in the Anglian Water's procedure "Commissioning of New and Stand-by Water Sources" within our *Policies and Standards for Water Supply Hygiene*, further information may be required. The relevant sections of our *Policies and Standards for Water Supply Hygiene* shall be provided upon request. They should also meet the requirements of Regulation 15 of the Water Supply (Water Quality) Regulations 2016 as amended.

The licensee shall also be required to provide us with full details of the relevant accreditation for sampling and analysis of water supply samples for any laboratory services used. These should be in line with DWI guidance and the methods of analysis used must be suitable for drinking water sample matrices and must comply with the regulatory requirements for transportation, collection and analysis. Accreditation of sampling procedures, transport and storage of samples, laboratory analysis and on-line monitoring to EN ISO/IEC 17025, or equivalent, is now a regulatory requirement under the provisions of regulation 16(3) of the Water Supply (Water Quality) Regulations 2016 as amended.

#### **2.4.1.1. Quality parameters**

*This includes clarification of the Water Supply (Water Quality) Regulations 2016 <https://www.legislation.gov.uk/ukxi/2016/614/schedule/3/made> as amended as they are applied to water supply systems, and identification of the suite of parameters included in those regulations.*

A table of parameters for which data is required is provided as part of the combined supplies application questionnaire in Appendix 2. The table details the data required for each parameter at water treatment works, storage points, supply points and/or Public Water Supply Zones as per the requirements of the Water Supply (Water Quality) Regulations 2016 as amended.

In addition, Anglian Water continues to monitor for a number of additional parameters which are no longer regulatory requirements, but which are still important to customers. Data is required for these parameters as set out in the combined supplies application questionnaire in Appendix 2.

The licensee shall be required to give details of any artificial fluoridation carried out upstream of the input to our water supply system and to confirm compliance with the relevant legislation and associated Code of Practice.

The licensee shall also be required to provide details of the disinfection regime practised (free chlorine or chloramination), and also details of any plumbosolvency control measures employed.

It should be noted that Anglian Water is sensitive to the use of aluminium salts as part of treatment processes. The licensee shall make us aware if water intended for introduction into our water supply system has been treated by a process using aluminium salts.

All chemicals or materials in contact with potable water or water intended for supply, e.g. those used in treatment processes, must comply with Regulation 31 of the Water Supply (Water Quality) Regulations 2016 as amended. Proof of compliance may be requested.

The licensee shall give details of any enforcement orders or legal instruments in place. These could be Undertakings or Regulation 28 Notices.

The licensee shall also provide any Regulation 28 risk assessments pertinent to this supply.

#### **2.4.1.2. Special circumstances relating to water quality standards**

*This includes clarification on the mechanisms to administer temporary derogations in the event of emergencies.*

In the event of a water quality exceedance or incident which by its nature could lead to unwholesome water or water unfit for human consumption entering our water supply system, Anglian Water must be immediately notified. Under such circumstances, we may suspend inputs from the licensee without notice. If we suspend inputs, we shall immediately notify the licensee.

Anglian Water has approved standards and procedures for reporting deterioration in water quality which define certain events and incidents which must be notified. In addition, 'liaison values' for certain parameters are also clearly defined, exceedances of which must be notified immediately. Liaison values can be provided upon request.

#### **2.4.2. Water flow and pressure**

*This includes information regarding the pressure management of the supply system and any access requirements resulting from the pressure regime in operation.*

The licensee's point of entry into our existing water supply system will be agreed subject to physical engineering constraints, and Anglian Water's ability to meet all existing and future obligations to supply water for domestic purposes.

Adequate control of flows and pressures that may affect the performance of the existing water supply system or services levels to existing customers must be maintained.

Flows into the existing water supply system will require measurement in accordance with recognised water industry standards and will be subject to risk assessment. Non-return valves or other similar devices may be required to protect the existing water supply system from activity upstream of the point of entry meter, such as planned or unplanned maintenance or asset failure.

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

The licensee shall provide us with a plan of the network or pipework upstream of the input to our water supply system, giving details of typical flows and pressures throughout the day and night, to enable us to ensure that the above criteria are met. This plan should extend back to the water treatment works supplying the point of entry, so that we can assess the implication to the combined system (both licensee and undertaker) of any planned preventative maintenance that we might carry out on our supply system as well as any emergency works or failures on our system.

#### **2.4.3. Water quality sampling and monitoring**

*This includes clarification of the regulatory sampling regime that Anglian Water follows and any ongoing requirements of the DWI. This section also includes reference to circumstances where Anglian Water can suspend inputs without notice and the supporting communication processes.*

Monitoring requirements are detailed in the Water Supply (Water Quality) Regulations 2016 as amended, and in Anglian Water's *Policies and Standards for Water Supply Hygiene*. Any additional monitoring requirements, as required as part of Undertakings or Regulation 28 Notices, will also be contained within our procedures. The relevant sections of our *Policies and Standards for Water Supply Hygiene* shall be provided upon request.

As detailed in Section 2.4.1 ii) in the event of a water quality exceedance or incident which by its nature could lead to unwholesome water or water unfit for human consumption entering our water supply system, we may suspend inputs from the licensee without notice. The licensee shall be expected to immediately notify us in such circumstances; if we suspend inputs, we shall immediately notify the licensee.

#### **2.4.4. Volume measurement**

*This includes clarification of the level, type, frequency and extent of metering required, at any given system entry point, based upon a risk assessment of the source.*

Please see Section 3.2 for details.

### **3. Control and balancing of supply system**

Anglian Water shall retain responsibility for the operational control and maintenance of its water supply system. Each licensee shall co-operate with us to ensure we are able to operate at optimum efficiency, without compromising our operational standards and control.

#### **3.1. Supply system management**

##### **3.1.1. Unbilled water**

This section defines the processes to address the following issues.

###### **3.1.1.1. Leakage**

*This section addresses how water lost through leakage (loss of water from the supply network) shall be accounted for.*

We shall be responsible for balancing the aggregate demands on the water supply system including making good the water lost through leakage from the supply system. The amount of water lost through leakage shall be derived using the current Anglian Water leakage methodology which is compliant with Ofwat's leakage reporting guidance (<https://www.ofwat.gov.uk/publication/reporting-guidance-leakage/>).

We maintain a proactive work programme to identify and rectify leaks on our water supply system as well as responding to customer calls that inform us about visible water or supply problems which may be indicative of leakage.

We may identify that an eligible customer's premises with an access agreement is exhibiting signs of leakage. In such circumstances the licensee shall take all reasonable steps to identify any excessive unaccounted for use of water and shall notify us of any actions undertaken to rectify a problem and/or the results of any investigation. If action is not taken sufficiently quickly we reserve the right to use our legal powers to gain access to the leak, repair the leak and recharge our costs incurred.

###### **3.1.1.2. Unauthorised use of water**

*This section addresses issues associated with illegal connections and theft.*

We shall vigorously pursue the perpetrator of any attempt to obtain water supplies without making appropriate payments. In respect of a licensee we shall seek to terminate any access agreement and also seek recovery through the due legal process.

###### **3.1.1.3. Water used for Firefighting purposes**

We shall not make any charge for water used by the licensee or its customer(s) in respect of it being used for fire fighting purposes. We may seek to recover our losses where it is subsequently demonstrated that water claimed as fire use has in fact been misused, in which case the conditions set out in Section 3.1.1.2 will apply.

We shall not be held liable for any reduction or loss of supply to the licensee or its customer(s) where that loss of supply is the result of water being taken from the supply network for the purpose of fire fighting.

Additional special requests for fire hydrants shall be dealt with under section 58 of the WIA91. The cost of installation shall be recovered in accordance with section 147 of the WIA91.

### **3.1.2. Drought and Water Resource plans**

*This section provides details on the information required from licensees to prepare or to revise Drought Plans and Water Resource Management Plans and the associated timescales. This section also addresses the risk assessment on the interruptibility of supplies to customers.*

We shall retain sole responsibility for the production and review of Drought Plans. We shall require the licensee to provide appropriate data in a timely fashion upon request such that the planning process is not unduly delayed. Information required, but not limited to, includes:

- Licensee's customer(s) usage forecast for the next seven years on a rolling year basis;
- Licensee's customer(s) seasonal usage variation profile with anticipated supply needs data provided on a month by month basis;
- Criticality assessment of licensee's customer(s) processes and an assessment of the absolute minimum supply requirements to support those processes;
- Mitigation measures put in place by the licensee's customer(s) in order to maintain supplies in the event of severe drought conditions affecting the ability of Anglian Water to maintain maximum supplies. In particular the licensee shall take all steps to encourage its customer(s) to arrange for 24-hour water storage facilities at its premises;
- Risk assessment of the licensee's source and supply assets including the potential for pollution, the likelihood of outage etc.

Any information provided by the licensee under this subsection shall be provided at no cost to us.

We shall retain overall responsibility for the planning of water resources within our statutory water supply area. Incorporated into the resource planning process will be any supplies that are introduced to our water supply system under the terms of an access agreement. The resource planning exercise is conducted in conjunction with the requirements of the EA with a 25 year planning process horizon. The licensee shall be expected to fully support us throughout that process.

In support of the resource planning process we shall require the licensee to prepare and submit management plan(s) in respect of any water sources that are to be used to introduce water supplies to our water supply system. Such management plans include:

- information on the source licence(s) for example any time limits, and whether the EA has made these subject to any kind of sustainability assessment;
- details of the constraints on sourceworks in terms of the yield of the source(s) in worst known drought conditions, severe drought conditions (a drought event with an average expected return period of 200 years) and extreme drought conditions (a drought event with an average expected return period of 500 years); treatment and pumping plant capacities, licensed quantities, water quality and any other form of constraint;
- maximum and minimum deployable output at peak and average conditions at each applicable water sourceworks defined by the lowest constraints;
- a risk assessment of the viability of the water source and resource as a long-term supply point, including the impacts of climate change;
- an assessment of the long-term water quality of the source and resource, including the impacts of climate change;
- a programme of planned shutdown of the sourceworks for routine maintenance purposes;
- an impact plan to be implemented in the event of any planned or unplanned period of sourceworks outage;

- an assessment of the greenhouse gas emissions (carbon dioxide equivalent) associated with the supply and plans to mitigate such emissions in line with UK Government and water industry requirements.

The output from our resource planning process may indicate that capital works are required in order to maintain the supply-demand balance requirements. This may entail the duplication of supplies and networks to ensure that adequate supplies can be maintained in the event that the licensee is unable to meet its agreed input supply arrangements. Such costs shall be taken account of within the access charge.

### **3.1.3. Telemetry requirements for supply system control**

*This section addresses telemetry requirements and system compatibility issues. The section also addresses telemetry and communication issues associated with emergency procedures.*

All bulk transfer meters, whether at the input point to our water supply system or at the exit point to the licensee's customer, shall be connected to our telemetry monitoring system. All data collected shall be made available to the licensee at a frequency and in a format as set out in our standard policy published on our Wholesale website.

On a case by case risk assessed basis, we may require that provision is put in place for the remote shutdown of a licensee's input of water to our water supply system. This may require full Instrument Control and Automation (ICA) installation at our telemetry control centre. All costs for such installations shall be borne by the licensee.

The licensee shall be at liberty to make provision for a telemetry signal connection to its nominated telemetry reporting system and shall bear all cost in relation to such action. Any connections made that present a direct impact to our telemetry monitoring system shall be installed and commissioned by our approved telemetry installation contractors.

We shall carry out a periodic verification exercise of the data provided to our telemetry monitoring system and shall address any identified anomalies with the licensee. In the event of the licensee obtaining its own data via a telemetry system the licensee shall be expected to carry out a similar verification exercise and shall notify us of any identified anomalies.

Anglian Water shall maintain ultimate control in the management of emergency situations and incidents, in accordance with our *Policy and Standards for Water Supply Hygiene* and our *Business Resilience* documents (including the EMPROC matrix, our system for accessing all the Emergency Policies and Procedures, along with all the supporting documents and templates). Copies shall be made available upon request. Where necessary, the licensee shall install remotely operated isolation systems linked via telemetry means to our telemetry control room. See Section 3.1.6 for further details.

### **3.1.4. Secondary connections**

*This section addresses the issue of prevention of secondary connections after a licensee has been granted access to the supply system.*

We define 'secondary connection' as being an additional connection made by the licensee to or from our water supply system. No such secondary connections shall be made without our full authority. In the event that the licensee requires any secondary connection it shall make an application to us giving full details and reasons for the request. Such applications shall be required where:

1. The licensee proposes an additional supply connection from our water supply system to enhance supplies to its customer's premises;
2. The licensee proposes to supply additional customers;
3. The licensee proposes an additional input connection to our water supply system to enhance, increase, and/or secure the agreed input supply arrangements.

On receipt of the application we shall carry out necessary investigations before any approval is given to proceed. Any secondary connection made under such approval shall be made in accordance with the provisions of the access agreement already in place. All costs associated with secondary connections shall be recovered from the licensee.

Should we become aware that a licensee has made a secondary connection without first obtaining approval to do so, we shall seek to terminate any access agreement in force and shall further seek to recover costs expended by us in the pursuance of the agreement and its termination.

### **3.1.5. Supply system maps and plans**

*This section addresses the processes for sharing relevant maps and plans between the Anglian Water and the licensee.*

We have made our supply system asset locational data available via an internet-based service called DIGDAT. It is anticipated that sufficient information shall be available to meet day-to-day operational needs. This information can be viewed free of charge on our Regional Mapping System at our Osprey House office in Huntingdon. Further details as to the extent and location of this service shall be made available on request.

For the purposes of the access agreement, an asset plan shall be made available, showing the location of the proposed connection point(s) and any other mapped information. The extent of any mapped information to be provided shall be agreed between us and the licensee.

We reserve the right to make an appropriate charge for the provision of any mapped data required by the licensee.

We require the licensee to provide all design, as built, and updated records relating to any assets that are installed or taken over by the licensee. Such provision shall be made at no cost to us.

### **3.1.6. Point of entry controls and failure modes**

*This section addresses issues associated with the access to and adequacy of sampling points, interface control requirements and automatic shut down facilities of the plant.*

The licensee shall make provision for an approved sampling point to be situated immediately on the licensee side of the input connection point, being capable of providing samples representative of the water being introduced into our water supply system.

The licensee shall be responsible for obtaining samples to meet all appropriate regulatory requirements, as well as DWI guidance, and shall provide analytical results of the samples to us without undue delay.

The licensee shall take action immediately should any sample parameter result fall outside of the agreed standards and our liaison criteria. The licensee shall notify us as soon as is reasonably practicable and in line with our liaison criteria, using all available means of contact, as outlined



within the access agreement. In the first instance, the licensee shall make all necessary arrangements and immediately take steps to isolate its supply from our water supply system.

In the event that a licensee's source works is connected to our water supply system, the licensee shall demonstrate that effective and fully operational automatic shutdown facilities exist at the source works in question for use in the event of any quality issue that might arise. The automatic shutdown protocols are to be tested at an agreed frequency.

In addition to the above local isolation methods, we shall review all applications for access on an individual basis and shall, where deemed necessary, require the licensee to install suitable remotely operated source works and/or distribution network isolation systems. Such systems to be linked via telemetry means to our telemetry control room such that any source works or distribution network connection may be isolated from our water supply system without delay. Such isolation systems are to be periodically tested for correct operation.

Any and all shutdown protocols or systems shall be installed and operated in accordance with our *Policy and Standards for Water Supply Hygiene*. Copies of the relevant policies, standards, and procedures shall be made available on request.

We are required to prepare Regulation 27 risk assessments in respect of the risks associated with the supply of wholesome water from source works to tap. The licensee shall be required to provide its own Regulation 27 risk assessment in respect of any licensee owned source works that connects into our water supply system, and in respect of any distribution supply taken from our water supply system.

### **3.1.7. Compliance with water fittings legislation**

Anglian Water shall retain responsibility for all inspection and enforcement activity in respect of the licensee's customer's compliance with the appropriate water fittings regulations and associated legislation. This will include adherence to Regulation 5, associated with notification of changes to plumbing. This shall ensure, as far as is reasonably practicable, that our water supply system is protected from any event or incident occurring within the licensee's customer's premises.

## **3.2. Metering services**

*This includes clarification of the level, type, frequency and extent of metering required for each supply point. Higher risk supply points or vulnerable supply points, susceptible to fluctuations in supply and demand, may require more frequent monitoring.*

### **3.2.1. Meter asset management**

*This section clarifies responsibility for ownership and maintenance of input and output meters, and any certification processes operated.*

Approved metering equipment, to our specification, shall be installed at all points of water transfer from the licensee's water network or sourceworks to our water supply system, and at all points where water leaves our water supply system and transfers to the licensee's customer's premises.

In respect of a supply of water from a licensee owned sourceworks, we may, at our discretion and on an individual application basis, accept the sourceworks output meter as the agreed metering point provided that the pipe length distance between the sourceworks output meter and the point of connection to our water supply system is no greater than 500 metres.

Any meters installed shall become and remain the property of Anglian Water throughout the term of the agreement and upon its termination.

### **3.2.1.1. Metering solutions available**

*This section identifies the metering technologies that Anglian Water has available.*

We shall select an appropriate meter installation for the given circumstances. The meter chosen shall be consistent with our list of preferred devices. The final choice shall be dependent on an assessment of the required flow rates. We have preferred supplier agreements in place for the provision of flow meters for various uses and asset configurations.

### **3.2.1.2. Meter installation**

*This section identifies Anglian Water's processes for undertaking meter installations and the associated costs.*

On completion of an access agreement we shall make all arrangements for the installation of suitable metering equipment at the points of transfer as outlined in Section 3.2.1, and shall install such meters in a timely and workmanlike manner in agreement with the licensee. We shall furnish the licensee with a suitable point of connection for its supply and/or distribution network as applicable.

All metering installations effected by us shall incorporate a locked bypass arrangement for use during any meter maintenance and/or calibration exercise.

We shall make an appropriate at cost charge to the licensee in respect of any metering installation work undertaken.

### **3.2.1.3. Meter maintenance**

*This section identifies Anglian Water's processes for undertaking meter maintenance activities and the associated costs.*

We shall retain responsibility for all maintenance work required to our meter installations.

We shall, in good time, notify the licensee of our intention to carry out necessary maintenance, detailing the activities to be carried out together with the impact of the activity, such that the licensee may make necessary arrangements with its customers to mitigate any impacts arising.

The licensee shall further indemnify us against any claim by the licensee's customer(s) in respect of any losses occurring as a result of the maintenance activity save insofar as the losses may be directly attributed to the negligence of Anglian Water, its personnel, and/or its contractors.

We shall not make a charge to the licensee for any maintenance activity required save insofar as the work is required due to the negligent activity of the licensee, its personnel, its contractors, or its customers.

All maintenance work will be carried out under a term maintenance contract with a nominated supplier and shall be carried out in a manner consistent with our current Licensed Abstraction Reporting System (LARS) and Sourceworks Output Recording System (SWORPS) meter maintenance processes. The licensee shall be made aware of the contractor involved as and when required.

Where the meter maintenance activity has necessitated the opening of the meter bypass arrangement to maintain a customer supply, we shall agree with the licensee an appropriate estimation of the likely water usage during the period of bypass operation. Such agreed figure will be incorporated into the reconciliation processes detailed in Section 3.3.2.

For its part, the licensee shall be expected to maintain any metering installations, that are used for flow measurement and charging purposes that remain under its ownership to at least the same standards as employed by us. Further, the licensee shall provide a programme of maintenance activity and evidence of all maintenance work carried out against the agreed programme of maintenance.

### **3.2.2. Meter calibration and verification**

*This section identifies the calibration and verification technologies available and the associated costs of using them.*

We shall follow the processes and procedures set out in the WRC for the output meter (to the relevant customer) as provided in it, but also for any input meters in respect of the introduction

### **3.2.3. Meter reading and meter reading verification**

*This includes clarification of the duties and obligations on Anglian Water and licensees with respect to meter reading, meter verification and subsequent communication of customer meter and supply system meter readings. This section should also address disputed meter readings and the provision of meter readings to sewerage undertakers for the purpose of billing for trade effluent and/or wastewater.*

We shall retain responsibility for the collection of data from all input meters in respect of the introduction. Meter installations shall provide a signal to our telemetry system and routine meter readings shall be taken from that system.

Where the input supply meter installation is situated on the licensee's source works, the licensee shall make all arrangements for and support the installation of appropriate telemetry signalling equipment with the ability to provide a meter reading signal to our telemetry monitoring system.

Meter reading data shall be used for charging, supply system balancing, and flow reconciliation processes, and shall also be made available to the licensee at an agreed frequency and in an agreed format. Where meter readings are obtained via telemetry from a licensee owned meter the licensee shall provide manual back-up readings for use in any of the above mentioned verification activities.

Periodic verification exercises shall be undertaken to ensure that the figure reported to the telemetry system is an accurate recording of the flow physically passed through the meter.

In the event of a disputed meter reading, the licensee shall contact us straight away and we shall seek to resolve the dispute as quickly as possible, in discussion with the licensee.

## **3.3. Supply system balancing**

Anglian Water has operational processes in place to achieve optimum operation of our water supply system, e.g. optimal scheduling and pumping, pressure optimisation, efficient use of energy tariffs and pumping plant. Upon application for access by a licensee, we shall consider the impact of a licensee's input of water on our processes. We shall retain responsibility for balancing our supply system.

### **3.3.1. Strategic balancing**

*This describes the degree of strategic balancing Anglian Water has in place to achieve optimum operation of the distribution supply system by efficient use of the pumping plant. The optimal scheduling of pumping and pressure optimisation on distribution supply systems may vary from*

zone to zone. The degree of strategic balancing necessary could have an impact on operational issues.

### **3.3.1.1. Annual supply planning**

*This includes details of the annual assessment of the available resources and the robustness of those resources throughout the year, with respect to reliability of yield, water quality and planned outages. The section provides details on the information required from licensees in the annual supply planning process and assessment of available headroom.*

We carry out a Water Resources Management Plan Annual Review, and submit this to the EA as per our regulatory requirements. The annual review is informed by assessment of reporting year demand, supply, planned and unplanned outages and sub-components of these.

In order to successfully complete the process the licensee shall be expected to provide us with factual information relating to its own supplies that shall contribute to flows into our water supply system, together with details of any planned outage period in any given year such that we can plan supplies appropriately.

### **3.3.1.2. Use of strategic supplies**

*This includes clarification of how the definition of strategic supply, and the associated designation and de-designation processes, will be applied as specified in Ofwat's guidance on strategic supplies.*

A strategic supply is an introduction of water by a licensee that can be designated as 'strategic' by Ofwat under sections 66G and 66H WIA91. Where an introduction of water is designated as strategic, this means that if the licensee fails either procedurally or financially, it shall be subject to special administration procedures and the water supply shall continue to be introduced into the water undertaker's supply system. Ofwat will consider whether a supply should be designated as strategic if, without the introduction of water being made, there would be substantial risk that the water undertaker would be unable to maintain water supplies to its own customers for domestic and non-domestic purposes as well as supplying the licensee's customers with water for domestic purposes.

Ofwat does not have to consider whether undertakers can supply licensees' customers with water for non-domestic purposes.

Please see Ofwat's [Guidance on Strategic Supplies](#) for further details.

We shall consider, in line with Ofwat's guidance and on a case by case basis, whether we will request Ofwat to designate an introduction of water as a strategic supply. This shall be considered as part of the combined application process but shall also be an ongoing consideration throughout the period of an access agreement. If introductions of water are not designated strategic, we will still have to meet our supply duties and may have to retain available resources. Any applications for designations or de-designations shall be made in line with Ofwat's guidance.

### **3.3.1.3. Back-up supplies**

*This section clarifies whether back-up supplies are available to licensees, and if so the basis on which the costs are recovered. The section also explains the impact this provision could have when it is applied.*

We shall meet our supply duties under sections 52, 55 and 63AC WIA91. Under sections 52 and 55, in the event of the licensee's arrangements failing, the customer shall apply to us for water

supplies as a new customer. See Section 3.3.1.4 for details of section 63AC, the interim duty to supply.

If a licensee's customer requires additional security of supply, we shall consider such requests on a case by case basis. The costs of which shall be recovered from the licensee's customer.

#### **3.3.1.4. Interim duty to supply**

*This section provides details on Anglian Water's interim duty to supply customers for domestic and non-domestic purposes.*

Section 63AC WIA91 sets out interim duties in the event that a licensee ceases to supply its customer's premises. Since Anglian Water has exited the non-household retail market, Ofwat must direct an interim licensee to make the supply instead.

#### **3.3.1.5. Interruptible customers and interruptions to supply**

*This section provides information on the terms of interruptible tariff options available and any associated costs.*

Interruptible water supplies shall be available to licensees. Licensees' customers shall need to meet the relevant terms and conditions. Further details can be found in our [Wholesale Charges Schedule](#), available on our website.

### **3.3.2. Flow balancing and reconciliation processes**

#### **3.3.2.1. Supply system usage forecasts for wholesale supplies**

*This includes details of the processes to be used in forecasting supply system demands and determining actual usage.*

##### **3.3.2.1.1. Water undertaker's potable supply system**

*This includes details of the information required from the licensee on its customers' forecasted annual demand and any supplementary information, such as seasonal and diurnal variations, as applicable.*

The licensee shall, prior to entering an access agreement, provide us with a verified annual potable water demand forecast for the customer(s) to be affected by the agreement. Such a forecast shall be provided using monthly figures and highlighting any anticipated seasonal or diurnal variations.

On receipt of the required information we shall assess the impact on current operational practices and the asset base and may propose that capital expenditure is required before any network access agreement is executed.

##### **3.3.2.1.2. Water undertaker's non-potable supply system (where applicable)**

*This includes details of the information required from the licensee on its customers' forecasted annual demand and any supplementary information, such as seasonal and diurnal variations, as applicable.*

In the event of an application for, and any agreement to, receive services from our non-potable supply system, we expect the licensee to provide the same level of information in respect of non-potable supplies, as for potable water supplies.

On receipt of the required information we shall assess the impact on current operational practices and the asset base and may propose that capital expenditure is required before any access agreement is executed.

### **3.3.2.2. Supply system usage forecast for combined supplies**

*This includes details of the information required from the licensee on its customers' forecasted annual demand and any supplementary information, such as seasonal and diurnal variations, as applicable.*

#### **3.3.2.2.1. Water undertaker's potable supply system**

The licensee shall, prior to entering an access agreement, provide us with a verified annual potable water demand forecast for the customer(s) to be affected by the agreement. Such a forecast shall be provided using projected monthly figures and highlighting any anticipated seasonal or diurnal variations.

The licensee shall provide forecast information in respect of its supply into our water supply system including minimum and maximum flows and any anticipated seasonal or diurnal variations to be presented using projected monthly figures.

On receipt of the required information we shall assess the impact on current operational practices and the asset base and may propose that capital expenditure is required before any access agreement is executed.

Forecast supply figures shall be used by us in our own resource planning exercise to balance supply needs at the input point to our supply system.

#### **3.3.2.2.2. Water undertaker's non-potable supply system (where applicable)**

*This includes details of the information required from the licensee on its customers' forecasted annual demand and any supplementary information, such as seasonal and diurnal variations, as applicable.*

In the event of an application for, and any agreement to, receive services from our non-potable supply system, we expect the licensee to provide the same level of information in respect of non-potable supplies, as for potable water supplies.

The licensee shall provide forecast information in respect of its supply into our non-potable water supply system including minimum and maximum flows and any anticipated seasonal or diurnal variations to be presented using projected monthly figures.

On receipt of the required information we shall assess the impact on current operational practices and the asset base and may propose that capital expenditure is required before any access agreement is executed.

Forecast supply figures shall be used by us in our own resource planning exercise to balance supply needs at the input point to our non-potable supply system.

### **3.3.2.3. Imbalance accounting and reconciliation**

*This includes details of how material variations in actual usage against that forecasted are dealt with for both wholesale and combined supplies. The section also includes details of the processes*

*that will be used to reconcile consumption and will clarify the time period over which the consumption will be reconciled.*

The term "imbalance accounting" refers to the process whereby shortfalls or surpluses in the amount of water input by the licensee are financially compensated.

We shall be responsible for balancing the aggregate demands on the water supply system including making good the water lost through leakage. The amount of water lost through leakage shall be assumed equal to our performance commitment level of leakage.

Unless agreed otherwise, the flow and profile of water input by the licensee shall match the water consumed by the licensee's customer(s).

The access agreement shall specify an agreed flow profile, which the licensee shall be required not to exceed. In some cases it may also be necessary to specify minimum volumes.

The access agreement shall specify a Balancing Period and Network Balance Statement Period. The Network Balance Statement Period shall be shorter than, or at the most equal to, the Balancing Period.

The reconciliation will consider both the variance between:

- forecast and actual customer demand; and
- actual licensee input into the system and actual customer demand from the system.

At the end of each Network Balance Statement Period, we shall provide a Network Balance Statement to the licensee, summarising the actual/estimated consumption for that period and rolling position statements.

The volume of water input by the licensee during the Balancing Period shall be compared with the volume of water actually consumed by the licensee's customers and the cost of any shortfall shall be recovered from the licensee. The charge shall reflect the cost to us of making good the shortfall. We shall make a payment for a surplus. The charges shall reflect the costs avoided by us because of the surplus. In a similar way, if forecasts are sufficiently out of balance such that we incur costs in making good a shortfall or gain benefits from a surplus, then costs shall be recovered and payments made accordingly.

If at the end of the Balancing Period, the actual consumption is within a specified +x or -y of the amount input by the licensee, no payment shall be made but the shortfall or surplus shall be carried forward into the next Balancing Period.

If the shortfall or surplus is outside the specified range +x or -y of the amount input by the licensee then a network balancing charge or credit shall be triggered.

The reconciliation process of imbalances shall be carried out at least annually, and at an increased frequency as agreed between the parties to the agreement.

Where the minimum or maximum laid down in the access agreement is breached by the licensee without our agreement, then a penalty payment shall be payable based on all the reasonable costs incurred by us in maintaining the level of service to all customers as a result of the breach.

In order to balance the water supply system, or for other operational reasons, we may request the licensee to increase its input to more than its planned level or to reduce its input below the planned level. We may also ask the licensee for a price it is willing to pay to reduce its inputs

below the planned level. In such circumstances payments to the licensee shall be on a basis to be agreed in the access agreement.

The balancing and settlement arrangements shall be at a level of refinement appropriate to the proportion of water being transmitted through the water supply system attributable to licensees i.e. the arrangements necessary where there are relatively few licensees serving a small number of customers will be different from those where there are many licensees serving a large number of customers.

These arrangements shall be regularly reviewed to ensure that they continue to meet the needs of the water supply system and in the light of changing circumstances. e.g. a significant increase in the number of licensees and/or a significant increase in the proportion of water input to the water supply system by licensees.

Both parties to the access agreement shall agree to strive towards an amicable process of flow balance and reconciliation and shall actively work together to minimise the incidence of disputes.

#### **3.3.2.4. Peak season and off-peak reconciliation (where applicable)**

*Where water undertakers operate their supply systems in a seasonal manner, this section should provide information on the dates of the peak and off-peak seasons, the processes included and any associated costs.*

At this time we do not operate any routine seasonally affected processes that shall apply to access agreements.

At the time of application we shall assess the impact of any seasonal inputs to or outputs from our water supply system and shall incorporate any specific seasonal dates and/or processes into the access agreement.



## **4. Supply system maintenance and Emergency Procedures**

### **4.1. Diagnosis of system issues**

#### **4.1.1. Obligations with respect to diagnosis of supply system problems**

*This includes a definition of the duties and obligations on Anglian Water and licensees (retail only and combined license holders) with respect to early diagnosis of supply system problems.*

##### **4.1.1.1. Responsibility of water undertaker**

Anglian Water shall remain responsible for analysis of its water supply system. In the event of any actual or potential flow, pressure, or quality event arising we shall take all reasonable steps to identify the cause(s) of the actual or potential event, and to put appropriate measures in place to resolve the event or to prevent the event from occurring.

##### **4.1.1.2. Responsibility of licensee**

The licensee shall be expected to assist in the process of event investigation and resolution, and in particular shall provide us with all available information as to the symptoms of an event being experienced by the licensee's customer(s).

The licensee shall be expected to notify us of any actual or potential event e.g. backflow issues, to or within its own supply system, that has or may have an impact on our water supply system. It should also inform us of any customer complaints relating to water quality.

Where an event, on investigation, is found to be the result of any action, inaction, failing, breach of agreement, breach of regulatory requirements by the licensee or the licensee's customer(s), Anglian Water shall take all steps to recover its reasonable costs in respect of rectifying the situation.

The licensee is expected to indemnify us against any subsequent claims for loss other than claims made in respect of our statutory responsibilities.

#### **4.1.2. Quality Issues**

*This section provides details of the required processes to exchange information, in a timely manner, regarding quality issues that could impact upon the system.*

Anglian Water shall investigate any actual or potential quality problems within our water supply system and will promote solutions to resolve problems and to prevent the occurrence of potential problems.

The licensee shall be kept informed of the progress and outcome of the investigation, and shall be provided with all applicable quality sample data as an assurance that quality conditions have returned to, have remained within, or shall be managed to remain within normal accepted and agreed standards.

The licensee shall immediately notify us of any water quality related event within its own water supply system that has, or may have, an impact on our water supply system. In particular this includes all events notified to the DWI as required by the Water Industry (Suppliers' Information) Direction 2021, and any customer complaints relating to water quality. The licensee shall provide us with any data requested by us in relation to the event and any follow up reporting requirements. It shall also notify us of the DWI's assessment of the event and any enforcement action.

Where a quality issue is, on investigation, found to be the result of any action, inaction, failing, breach of agreement, breach of regulatory requirements, etc, by the licensee or the licensee's customer(s), we shall take all steps to recover our reasonable costs in respect of rectifying the situation.

#### **4.1.3. Hydraulic issues**

*This includes details of the processes required for the timely exchange of information relating to hydraulic issues in order to complete level of service returns.*

Anglian Water shall investigate any actual or potential hydraulic issue within our water supply system and will promote solutions to resolve problems and to prevent the occurrence of potential problems.

The licensee shall be kept informed of the progress and outcome of the investigation. The licensee shall be provided with all applicable data as an assurance that water supplies can, and will be, managed to within normal accepted and agreed standards.

The licensee shall immediately notify us of any hydraulic issue within its own water system that has, or may have, an impact on our water system. The licensee shall provide us with any data requested by us in relation to the event and any follow up reporting requirements.

Where a hydraulic issue is, on investigation, found to be the result of any action, inaction, failing, breach of agreement, breach of regulatory requirements, etc, by the licensee or the licensee's customer(s), we shall take all steps to recover our reasonable costs in respect of rectifying the situation.

#### **4.1.4. 'Real' time information capture systems**

*This section details the processes for exchanging and capturing information and specifies 'real' time targets. The section also addresses standardisation of the format in which the information is to be exchanged.*

In general, all real time data capture will be achieved through the use of the Anglian Water telemetry system, the specific requirements for which are included in Section 3.1.3.

Whether real time data is to be collected and provided via the telemetry system or through other means Anglian Water shall determine the format in which individual information/data sets are to be captured and presented by the licensee. The licensee shall comply with the format provided.

#### **4.1.5. Reporting procedures**

*This includes details of the points of contact for both Anglian Water and licensee customers, procedures for the reporting and recording of emergencies and supply system problems, procedures for communicating information between all parties, and details of any systems used in interpretation and interrogation of information to achieve problem resolution.*

Contact arrangements and reporting procedures are dealt with in the WRC.

#### **4.2. Planned system maintenance**

*This includes information on the maintenance of the supply system and any sub-categorisation of the maintenance based on type or duration, that is long-term or short-term planned maintenance.*

#### **4.2.1. Obligations with respect to planned maintenance**

*This includes definition of the duties and obligations on Anglian Water and licensees with respect to planned system maintenance (both short and long term where applicable).*

##### **4.2.1.1. Responsibility of water undertaker**

Anglian Water shall, from time to time, carry out planned maintenance works on our water supply system. We shall remain responsible for all planned maintenance activity up to and including the assets at the agreed point of input to our supply system and at the agreed point of supply to the licensee's customer(s).

Any planned maintenance work shall be carried out under our current *Policies and Procedures* and where appropriate in line with the WRC Operational Terms requirements. The procedures include for the preparation of appropriate risk assessments for the work being carried out.

From time to time planned maintenance work by Anglian Water may require the licensee to alter or cease the input supply arrangement in order to assist in the completion of the work. In such instances, agreement shall be reached between the parties in respect of any effect on the balancing and reconciliation exercise, and the work shall be planned to restrict, as far as is practicable, any disruption to the customers of either party.

##### **4.2.1.2. Responsibility of licensee**

The licensee shall carry out all maintenance works on the assets under its control, and shall notify us of any planned activity that shall impact in any way on our water supply system, our ability to maintain operations, and/or our ability to meet our statutory requirements. This is of particular relevance to licensees who enter into a combined supply access agreement, whereby licensee maintenance work may impact on the agreed input supply arrangements.

The licensee shall alter or cease the input supply arrangement, where necessary, in order to assist us in the completion work.

The licensee shall notify its customers of any disruption to supply or service that may result from planned maintenance activity by Anglian Water.

#### **4.2.2. Specification of assets**

*This includes reference to the scope of the assets included in the planned maintenance schedules.*

Anglian Water shall remain responsible for the maintenance of our water supply system from the licensee's point of input supply (if applicable) up to the agreed point of supply to the licensee's customer(s).

The access agreement will set out the precise scope of the assets to be included in planned maintenance schedules.

#### **4.2.3. Maintenance standards**

*This includes any details of the maintenance standards that Anglian Water adheres to, including defined levels of service and [Guaranteed Standards Scheme \(GSS\)](#).*

GSS payments will be applicable, as appropriate, based on obligations set out in the Market Codes and our Instrument of Appointment.

#### **4.2.4. Risk assessment processes**

*Where risk assessment processes are undertaken by Anglian Water prior to the start of any planned maintenance work, the section includes details of any information required from the licensee and how and when the information will be requested.*

*The section also includes details of the consequence of not complying with reasonable requests by Anglian Water for information.*

Our asset maintenance activities may from time to time affect the licensee. Risk assessment processes are dealt with by the WRC.

Where the licensee intends to carry out planned maintenance work(s) on its assets, and that work may impact on us, the licensee shall operate a procedure whereby a risk assessment is prepared upon which we are invited to review, comment and formulate an impact plan.

#### **4.3. Unplanned system maintenance**

*This includes information on the unplanned or emergency maintenance of the supply system.*

##### **4.3.1. Obligations with respect to unplanned maintenance**

*This includes definition of the duties and obligations on licensees with respect to unplanned or emergency system maintenance.*

###### **4.3.1.1. Responsibility of water undertaker**

Anglian Water shall, from time to time, carry out unplanned maintenance works on our water supply system. We shall remain responsible for all unplanned maintenance activity up to and including the assets at the agreed point of input to our supply system and at the agreed point of supply to the licensee's customer(s).

Any unplanned maintenance work shall be carried out under our current *Policies and Procedures* and where appropriate in line with WRC Operational Terms requirements.

From time to time unplanned maintenance work by Anglian Water may require the licensee to alter or cease the input supply arrangement in order to assist in the completion of the work. In such instances agreement shall be reached between the parties in respect of any effect on the balancing and reconciliation exercise, and the work shall restrict, as far as is practicable, any disruption to the customers of either party.

###### **4.3.1.2. Responsibility of licensee**

The licensee shall carry out all maintenance works on the assets under its control, and shall notify us of any unplanned activity that shall impact in any way on our water supply system, our ability to maintain operations, and/or our ability to meet our statutory requirements. This is of particular relevance to licensees who enter into a combined supply access agreement, whereby licensee maintenance work may impact on the agreed input supply arrangements.

The licensee shall alter or cease the input supply arrangement, where necessary, in order to assist us in the completion of work.

##### **4.3.2. Risk assessment processes**

*Where risk assessment processes are undertaken by Anglian Water prior to the start of any planned maintenance work, the section includes details of any information required from the*

*licensee and how and when the information will be requested. The section also includes details of the consequence of not complying with reasonable requests by Anglian Water for information.*

The process for the creation and implementation of a risk assessment in respect of unplanned maintenance work shall be the same as for works planned in advance. Please see Section 4.2.4.

#### **4.3.3. Emergency notices**

*This includes details of who will have responsibility for applying for emergency notices, and how and when they will be issued.*

Any emergency notice issue requirements shall be met by the party responsible for the assets on which the unplanned maintenance work is to take place. Our procedures for issuing notice is through our Retailer Notification System and through designated points of contact outlined in the WRC.

In the event that the responsibility falls to the licensee, the licensee shall provide us with copies of the notification when the work to be carried out is within our statutory water supply area.

#### **4.4. Safety aspects of unplanned and emergency work**

Anglian Water shall retain responsibility for the safety aspects of any unplanned and emergency work carried out on water supply system.

The licensee shall hold overall responsibility for any such work carried out by it on any apparatus under its control.

##### **4.4.1. Status classification**

*This includes definition of the status of events.*

Definitions of incident and event status are contained within the Operational Terms of the Market Codes.

##### **4.4.2. Standard emergency reporting procedures**

*This includes details of Anglian Water's standard emergency reporting procedures, and provides sufficient information as to the duties and obligations placed upon Anglian Water and licensees.*

Anglian Water shall retain responsibility for all health and safety reporting aspects of incidents arising out of planned or unplanned maintenance works relating to our works, our personnel and/or contractors working on our behalf.

Anglian Water's current reporting procedures for safety issues will apply. These are contained within our company *Safety Manual*, which is issued to all employees. Relevant sections will be made available to licensees on request.

The licensee shall be required to provide Anglian Water with its own safety handling procedures. The licensee shall be required to take responsibility for all safety aspects of its own works, but shall be expected to provide Anglian Water with information about any incident that occurs within our statutory water supply area.

Notification of incidents and events will be in accordance with the WRC Operational Terms, our *Policies and Standards for Water Supply Hygiene* and *Business Resilience* documents.

The licensee shall be required to provide Anglian Water with its own emergency procedures that shall be brought into effect in the event of any event or incident occurring on the licensee's assets. The procedures must be tested periodically, and must involve Anglian Water. Where any conflicts arise between the respective procedures the Anglian Water procedure shall take precedence unless formal agreement is reached.

#### **4.4.3. Major emergency reporting procedures**

*This includes details of Anglian Water's major emergency reporting procedures (and definition of when and how they are evoked). This section also provides sufficient information as to the duties and obligations placed upon Anglian Water and licensees.*

See Sections 4.4.1 and 4.4.2. Major emergency reporting procedures are dealt with in the same way as standard emergency reporting procedures.

#### **4.5. Emergency procedures for dealing with specific events, issues and incidents**

*This includes any specific procedures Anglian Water may adopt in dealing with specific events, issues and incidents. The section also provides sufficient information as to the duties and obligations placed upon Anglian Water and licensees.*

See Sections 4.4.1 and 4.4.2.

#### **4.6. Customer protection**

##### **4.6.1. Special Consumers**

*This includes a common definition of customers with particular needs and priority premises and provides information as to the duties and obligations placed upon Anglian Water and licensees in respect of supplies to these customers.*

Licensees shall inform Anglian Water if its customer(s) have particular needs e.g. are a "Special Consumer" as defined in paragraph 8(6) of condition R of our Instrument of Appointment and Standard Licence Condition 6(9). Where we provide additional services with respect to such customer(s) e.g. Anglian Water's Priority Services Register, the details of the licensee's customer(s) shall be recorded such that the licensee can be informed of any emergency or event that shall particularly impact these customer(s). The licensee, in turn, shall be responsible for passing information received from Anglian Water via this process on to its customer(s).

Where appropriate Anglian Water shall make an alternative emergency supply available where an emergency or event has resulted from a failure of our system.

This information can also be found in Section 5.2.

##### **4.6.2. Large scale customer warning procedures**

*This includes procedures for undertaking large scale customer warnings on behalf of all supply system users in the event that a large geographic area or large numbers of properties are affected. The section also includes definition of the duties and obligations placed upon Anglian Water and licensees.*

We shall maintain large scale customer warning procedures for our customers, licensees and customers of licensees within our statutory water supply area. Licensees shall be notified by our Retailer Notification System of any incident or event where such notification is required due to the failure of our system. We shall take steps to notify directly customers of the licensee where it is

required to do so in order to fulfil our obligations and responsibilities, and such notification may be given prior to the licensee being notified.

The licensee shall be responsible for ensuring that its customers have been adequately notified of any incident or event that it becomes aware of either through its own activities or following notification by Anglian Water. In the event of the licensee or customer of a licensee causing or becoming aware of an incident or event it shall notify us immediately.

This information can also be found in Section 5.2.

#### **4.6.3. Emergency compensation payments**

This includes details of how licensees will be compensated as a result of Anglian Water's inability to perform satisfactorily, in line with the terms of the access agreement.

No uniform provision for the automatic payment of compensation in the event of an emergency situation arising shall be made in excess of GSS payments as stated in the WRC. Anglian Water shall negotiate the terms of any such payments on an individual basis, and the terms finalised before an access agreement is entered into.

#### **4.6.4. Emergency operational planning exercises**

*This includes details of any regular testing of Anglian Water's and licensee's procedures, or assessment of their ability to respond to emergency situations through a series of simulated operational exercises.*

Anglian Water shall carry out periodic testing of our emergency procedures and expect the licensee to respond appropriately to any request for assistance during an emergency exercise activity that simulates an incident, which, if a real situation, would impact on the licensee or the licensee's customer(s). The licensee shall be aware that such an exercise might be pre-notified or carried out without prior warning to test the responsiveness of the licensee and its knowledge of our procedures provided to it.

Anglian Water shall assess the ability of the licensee to respond appropriately and shall provide feedback of our findings. The licensee shall be at liberty to provide feedback to us, and shall be actively encouraged to do so such that our procedures are appropriately reviewed.

The licensee shall provide us with its own emergency procedures that shall be brought into effect in the event of any event or incident occurring on the licensee's assets. The procedures must be tested periodically, and must involve Anglian Water. Where any conflicts arise between the respective procedures the Anglian Water procedure shall take precedence unless formal agreement is reached.

### **4.7. Support processes**

#### **4.7.1. Arrangements for press liaisons**

*This section provides information on the procedures for contacting the media in the event of an emergency.*

Anglian Water shall be responsible for any press release that refers to any activity or incident occurring within our statutory water supply area. All such communications shall be undertaken via the Anglian Water Corporate Communications department. Copies of any such communication shall be passed to the licensee in line with operational terms of the Market Codes.

Where the press release relates solely to the activity of the licensee in respect of the licensee's water quality input into our water supply system, the licensee shall be expected to prepare and release a press statement about its activities only. A copy of the intended press release shall be made available to us prior to it being released such that we can prepare our own statement in respect of any effect on our water supply system.

#### **4.7.2. Emergency contacts**

*This includes definition of the duties and obligations on Anglian Water and licensees with respect to providing emergency points of contact and subsequent communications.*

##### **4.7.2.1. Responsibility of water undertakers**

Anglian Water operates a 24-hour operational management centre ("OMC"), in which there is an Operational Control Manager & Senior Operations Manager

available at all times. The contact number for the OMC will be provided to the licensee and any changes to that contact number will be notified forthwith.

##### **4.7.2.2. Responsibility of licensees**

The licensee shall provide us with its own emergency contact call down list. The provided list shall be available at all times within the 24-hour control room. The licensee shall put in place systems which assure Anglian Water that the emergency contact list is valid and up to date at all times. This may include procedures, review reports or other similar evidence that the list is regularly reviewed

#### **4.8. Reportable situations**

*This section provides information on situations or events that are reportable to external bodies such as the DWI and the Health and Safety Executive and environmental health organisations.*

Both parties to any access agreement shall ensure that any reportable situations are dealt with under the relevant terms of the legislation applicable to the particular event or incident.

Anglian Water operates to strict procedures governing how reportable situations are dealt with, and such procedures shall be made available to the licensee on request. The licensee shall also be required to provide its procedures to Anglian Water.



## **5. Customer contact arrangements**

Arrangements for routine contact are covered in Section 5.1. Provisions for emergency contact are covered in Section 5.2.

### **5.1. Customer contact arrangements for operational queries and complaints**

*This section addresses customer contact issues. Each section addresses the responsibilities on Anglian Water and licensees with respect to the specific customer contact activity.*

In general the licensee shall be responsible for communicating with its customers on water supply matters. All routine water supply service enquires from customers of the licensee shall be directed to the licensee. Where issues relate to elements of the water supply service provided by Anglian Water the licensee shall forward these issues to us. Where issues relate to services wholly provided by Anglian Water (e.g. wastewater services) the licensee shall advise the customer to contact us directly. The licensee shall ensure that its customers are informed of which organisation to contact for specific queries.

Anglian Water's Wholesale Technical Account Manager will oversee the relationship between Anglian Water and licensees. This includes queries relating to billing, the provision of information and questions in relation to the installation of Licensee's own equipment. Within office hours, all contact should be directed to:

Wholesale Technical Account Manager  
Wholesale Service Centre  
Anglian Water Services  
Thorpe Wood House  
Peterborough PE3 6WT

Telephone 03450 265 463

e-mail [wsc@anglianwater.co.uk](mailto:wsc@anglianwater.co.uk)

Unless otherwise agreed, the responsibilities for specific types of routine customer contact are as follows:

#### **5.1.1. Obligations on water undertaker**

*This section addresses the issue of investigating supply system problems, at the request of the licensee, and how the results of any investigation will be communicated to the licensee or its customers.*

Following notification by the licensee of a routine water supply service matter that is the responsibility of Anglian Water we shall conduct an investigation and provide feedback to the licensee as appropriate. The licensee shall be responsible for raising issues with their Anglian Water contact and feeding back to their customer accordingly.

#### **5.1.2. Obligations on licensees**

*This section addresses the provision of relevant contact details and customer support arrangements, including systems to record information arising from customer contact details and to identify reportable issues. This section also addresses how the licensee should provide Anglian Water with timely information so that the Anglian Water can perform its duties and responsibilities.*

The licensee shall nominate a contact to act as a liaison with Anglian Water. The licensee shall ensure that any customer information necessary for us to meet our obligations and responsibilities is provided to us. The licensee shall ensure that its customers are informed of which organisation to contact for specific types of routine query.

### **5.1.3. Disconnection**

*This section should outline the circumstances in which disconnection can occur.*

Anglian Water can disconnect a customer's premises when it is necessary for the purpose of carrying out works where it is reasonable to do so (section 60 WIA91), at the request of the customer (section 62 WIA91) and to prevent contamination or waste (section 75 WIA91).

## **5.2. Customer contact arrangements for emergencies and events**

The licensee shall be responsible for implementing and maintaining customer contact arrangements for emergencies and events with its customers. Licensees shall provide and maintain up-to-date contact details to enable us to contact the licensee in the case of an emergency or event. We shall liaise with the licensee during an emergency or event and the licensee shall, in turn, liaise with its customer. In relation to water quality, this will be in line with our liaison criteria. The licensee shall ensure that should its customer cause or become aware of an emergency or event that could impact upon Anglian Water's water quality then the customer shall contact us immediately. In the event of emergencies affecting the licensee's customer, Anglian Water reserves the right to directly contact the customer should circumstances make this necessary.

We shall notify the licensee of any significant issues arising within the water supply system where the issue potentially affects the customer of the licensee.

All emergency contact should be made to 03457 145 145 (24 hours).

Further information can be found in Section 5 Supply System Maintenance and Emergency Procedures.

### **5.2.1. Special Consumers**

*This includes a common definition of customers with particular needs and priority premises and provides information as the duties and obligations placed upon Anglian Water and licensees in respect of these customers.*

Licensees shall inform Anglian Water if its customer(s) have particular needs e.g. are a "Special Consumer" as defined in paragraph 8(6) of condition R of our Instrument of Appointment or a "sensitive customer" as defined in Standard Licence Condition 6(9). Where we provide additional services with respect to such customers e.g. Priority Services Register, the details of the licensee's customer shall be recorded such that the licensee can be informed of any emergency or event that will particularly impact these customers. The licensee, in turn, shall be responsible for passing information received from Anglian Water via this process on to its customer.

Where appropriate we shall make an alternative emergency supply available where an emergency or event has resulted from a failure of our system.

### **5.2.2. Large-scale customer warning procedures**

*This includes procedures for undertaking large scale customers' warnings on behalf of all supply system users in the event that a large geographic area and/or large number of properties are*

*affected. The section also includes definition of the duties and obligations placed upon Anglian Water and licensees.*

We shall maintain large-scale customer warning procedures for our customers, licensees and customers of licensees within our statutory water supply area. Licensees shall be notified of any incident by our Retailer Notification System or event where such notification is required due to the failure of our system. We shall take steps to notify directly customers of the licensee where it is required to do so in order to fulfill our obligations and responsibilities, and such notification may be given prior to the licensee being notified.

The licensee shall be responsible for ensuring that its customers have been adequately notified of any incident or event that it becomes aware of either through its own activities or following notification by Anglian Water. In the event of the licensee or customer of a licensee causing or becoming aware of an incident or event it shall notify us immediately.

### **5.2.3. Obligations on water undertakers**

*This includes identification of the systems and processes that Anglian Water has in place to identify designated customers with particular needs and to inform licensees of those customers affected. The section also includes reference to any systems or processes that Anglian Water may evoke that could impact upon a licensee's customer i.e. large scale warnings and how they will be communicated. This clarifies the systems in place to identify, and handle accordingly, contact from a licensee's customer. The section clarifies the processes for regularly testing all systems and processes.*

We will operate according to our obligations under the Market Codes

### **5.2.4. Obligations on licensees**

*This section addresses the provision of relevant emergency contact details and customer support arrangements, including identification and detailing of all designated customers with particular needs and for maintaining the accuracy of this information. The section also addresses the provision of information, by the licensee, to its customers regarding Anglian Water's large scale emergency procedures. This section also addresses the timely provision of accurate information to Anglian Water so that we can perform our duties and responsibilities. The section clarifies the processes for regularly testing all systems and processes.*

- The licensee shall be responsible for implementing and maintaining customer contact arrangements for emergencies and events with its customers.
- The licensee shall provide to us and maintain up-to-date contact details to enable us to contact the licensee in the case of an emergency or event.
- The licensee shall liaise with its customers during an emergency or event. Anglian Water will, as appropriate retain the right to contact the customer directly during such events
- The licensee shall liaise with Anglian Water during an emergency or event.
- The licensee shall inform us if its customers has particular needs e.g. are a "Special Consumer" as defined in condition of appointment R section (8)(6) or are a "sensitive customer" as defined in Standard Licence Condition 6(9).
- The licensee shall be responsible for passing information received from Anglian Water in relation to "Special Consumers" on to its customer.
- The licensee shall ensure that its customers are notified of contact details and agreed processes for dealing with emergencies and events.

- The licensee shall provide us with and maintain up-to-date contact details for its customers where we need to take steps to notify directly customers of the licensee where it is required to do so in order to fulfill our obligations and responsibilities.
- The licensee shall be responsible for ensuring that its customers have been adequately notified of any emergency incident or event that it becomes aware of either through its own activities or following notification by Anglian Water.
- In the event of the licensee causing or becoming aware of an emergency incident or event it shall notify us immediately.
- The licensee shall ensure that should its customer cause or become aware of an emergency or event that could impact upon Anglian Water's water quality then the customer shall contact us and the licensee immediately.
- From time to time the licensee shall liaise with us in order to review and test systems and processes in place.

## **6. Supply system connections**

### **6.1. Connection of licensee's source to supply system**

*This includes provision of information on the processes for connecting a licensee's source to the supply system.*

As part of its application to introduce water, the licensee shall identify its proposed point of entry and any infrastructure needed to transfer water into our water supply system. The application process shall identify the work necessary to make the connection and associated costs. These costs shall be recovered from the licensee.

Anglian Water shall not allow the connection of a licensee's water source to our water supply system until we are satisfied that the quality of water supplied is at least of a compatible standard to that supplied by us. The connection shall therefore only be made when compliance with specified water quality such that it is wholesome and relevant and appropriate water fittings regulations and associated legislation has been demonstrated. We shall undertake all water quality sampling at the expense of the licensee. The licensee shall provide a source risk assessment detailing the control functions that are put in place to prevent failing quality water entering our supply system. Anglian Water personnel, or an approved contractor in accordance with our current operating procedures, shall effect the connection of the licensee's input supply to our water supply system.

### **6.2. Connection of qualifying premises to the supply system**

*This includes provision of information on the processes for connecting a qualifying premise to the supply system. The section also includes provision of information to the sewerage undertaker where applicable.*

This is only necessary where qualifying premises are not already connected to our water supply system. If the customer is a new customer, as part of its application the licensee shall identify its required point of supply. The application process shall identify the work necessary to make the connection and associated costs. These costs shall be recovered from the licensee.

Before any eligible premises are connected to our water supply system or to a licensee's 'private' supply system, compliance with all relevant and appropriate water fittings regulations and associated legislation must be demonstrated.

Anglian Water personnel, or an approved contractor in accordance with our current operating procedures, shall effect any connection of the licensee's customer(s) to our water supply system.

### **6.3. Connection of secondary water undertaker's supply system to the primary water undertaker's supply system**

*This includes provision of information on the processes for connecting a secondary water undertaker's supply system to the primary water undertaker's supply system.*

A licensee may request that a secondary undertaker provide water to its eligible customer's premises using the primary undertaker's supply system. This involves two transactions:

- The secondary undertaker sells water to the licensee
- The licensee introduces water into the primary undertaker's water supply system.

As part of its application to introduce water, the licensee shall identify if a secondary undertaker is involved (or expected to be involved) in its proposals. The application process shall identify the

work necessary to make the connection and associated costs. These costs shall be recovered from the licensee.

We shall not allow the connection of another undertaker's supply system to our supply system until we are satisfied that the quality of water supplied is at least of a compatible standard to that supplied by us. The connection shall therefore only be made when compliance with specified water quality and relevant and appropriate water fittings regulations and associated legislation has been demonstrated. We shall undertake all water quality sampling at the expense of the licensee. Anglian Water personnel or an approved contractor in accordance with our current operating procedures shall effect the connection of a secondary undertaker's input supply to our water supply system.

#### **6.4. Connection fees**

Details of Anglian Water's charges for connecting premises to our supply system can be found on our website via the following link. We will also look to recover the cost of any necessary metering equipment.

<http://www.anglianwater.co.uk/developers/charges/>

## **7. Legal contract, arbitration and disputes resolution**

Permission to introduce water into Anglian Water's supply system shall be subject to formal completion of an access agreement between Anglian Water and the licensee setting out the terms and conditions upon which access or use shall be permitted. In addition, in the case of an access agreement relating to an introduction of water where Anglian Water is the primary water undertaker and the access arrangement involves a secondary water undertaker, the secondary water undertaker shall be required to be a party to the access agreement.

The access agreement shall be in a standard form, subject to special provisions according to the particular circumstances.

Access agreements shall be executed by all parties, unless otherwise indicated.

The access agreement shall comply with the WIA91 and this Access Code.

### **7.1. Contract terms**

*This includes definition of the heads of terms of the contract.*

The Contract may contain the following heads of terms:

(1) **Recitals**

The preamble to the Contract, stating who the parties are and what they wish to achieve.

(2) **Definitions**

A list of defined terms used in the Contract.

(3) **Pre-conditions**

A clause specifying any pre-conditions which must be fulfilled by either the water undertaker or the licensee before the combined services begin, including any works necessary to allow the introduction of the new source of water into Anglian Water's water supply system.

(4) **Purpose of the introduction**

A clause identifying the end customer of the licensee sought in connection with whose supply the introduction of water is to be made. If an undertaking has been made by the licensee to the customer or a contract between them concluded, details will be given.

(5) **Permission to Access and Use the Network**

A clause specifying the nature of the permitted access and the point of entry. The licensee shall remain responsible for the quality of the water introduced into Anglian Water's water supply system, but shall abandon any proprietary rights to the water that has been introduced by the licensee into the water supply system.

(6) **Acceptance of access code**

A clause accepting the validity of the network access code.

(7) **Variations**

A clause specifying that all amendments must be agreed in writing.

(8) **Ownership of supply system and vesting**

A clause specifying that Anglian Water will retain ownership of the supply system.

(9) **Material change**

A clause enabling Anglian Water to make changes to the terms and conditions of the agreement in certain specified circumstances, eg the introduction of new legislation, alterations to the access code, material changes to the Anglian Water supply system, etc.

(10) **Limitation of Liability**

A clause limiting the liability of both parties in respect of certain claims.

(11) **Force Majeure**

A definition of the events (being generally those events over which the parties or one of them does not have direct control) in relation to which the agreement may be suspended for the duration of the force majeure event and the pre-conditions which must be satisfied before this clause shall operate.

(12) **Exclusions**

A clause identifying any exclusions from the agreement.

(13) **Indemnity**

Requiring both parties to indemnify the other against any costs, liabilities, expenses, etc which arise from any default.

(14) **Duration**

A clause specifying the term of the agreement.

(15) **Termination**

A clause specifying the circumstances, if any, which entitle a party to terminate the agreement, the period of notice required before such termination takes effect and the consequences of termination.

(16) **Emergency suspension**

A clause specifying the emergency circumstances under which the contract can be suspended.

(17) **Back-up supplies**

A clause specifying the actions to be taken should Anglian Water be required to provide a back-up supply.

(18) **Payment**

A clause requiring payment of access charges and any other charges payable to Anglian Water, including, if appropriate, payment for any capital works that may have been undertaken, and increases in price (which are subject to periodic and annual review in line with the water undertaker's other charges, inflation, methods of payment, liability for interest and the rights to disconnect for non-payment.



(19) **Dispute resolution**

A clause permitting disputes to be referred to a senior manager/director of each party before being referred to mediation.

(20) **Notices**

A clause to specify the mechanics of serving notice pursuant to the agreement upon the other party.

(21) **Assignment**

A clause limiting the circumstances when the contract can be assigned to another party.

(22) **Variation**

A clause entitling either party to seek a review of the terms and conditions (other than price terms) of the agreement at periodic intervals.

(23) **Waiver and Remedies**

A clause providing that the failure to exercise a right or remedy shall not constitute a waiver.

(24) **Severance**

A clause specifying the intention of the parties that, in the event that any clause or part of a clause is found to be invalid, that clause or part thereof would be severed from the remainder of the agreement or clause and that the parties would be expected to agree alternative wording.

(25) **Entire Agreement**

A clause specifying that the agreement and the documents attached to it constitute the entire agreement.

(26) **Jurisdiction**

The contract shall be governed by the law of England and Wales.

(27) **Confidentiality**

A clause which defines confidential information and stipulates the basis upon which the parties may use or disclose such information.

(28) **Insurance**

A clause requiring the licensee to have insurance for public, product and employer liability.

(29) **Third party rights**

A clause limiting third party rights to those specified in the agreement.

(30) **Compensation**

A clause limiting compensation to those situations specified in the agreement.

(31) **Provisions of bonds and guarantees**

The requirement for any financial security will be agreed during the application process.

(32) **Eligibility of Premises**

A clause dealing with the eligibility of the premises to be supplied under the access agreement and any changes which might affect their eligibility.

(33) **Water Supply Licensee's Rights and Obligations**

A clause setting out in detail the licensee's rights and obligations listed under the following headings:

- systems compatibility
- customer details
- connections
- meters
- water quality
- water fittings
- telemetry
- monitoring and sampling
- maximum volume, flow and pressure
- leakage
- balancing
- outage
- emergencies
- general

(34) **Secondary Water Undertaker's Rights and Obligations**

Where Anglian Water is the primary undertaker and the access arrangement is dependent upon the introduction of water by a secondary water undertaker, a clause specifying the secondary water undertaker's rights and obligations under the headings listed in (5) above.

(35) **Anglian Water's Rights and Obligations**

Similarly, this clause shall specify Anglian Water's rights and obligations under the same headings as listed in (5) above.

(36) **Meetings**

A clause specifying the arrangements for making meetings between the parties to review the access arrangements under the agreement.

(37) **Inadequacy of Damages**

A clause in which the licensee acknowledges that damages may be an inadequate remedy for Anglian Water and entitling it, without proof of special damages, to an injunction, specific performance or other equitable relief to protect public health and the environment.

(38) **Security**

A clause requiring the provision of a bond or parent company guarantee in appropriate cases and entitling Anglian Water to call in the bond or parent company guarantee, as the case may be, in the event of a default.

(39) **No Partnership/Agency**

A clause specifying the fact that there is no partnership/agency between the parties and requiring consent before either party uses the other party's name or logo for any purpose not connected with the agreement.

(40) **Time of the Essence**

A clause making any time or period mentioned in the agreement to be of the essence, so that no delay in compliance will be permitted.

## **8. Access Pricing**

### **8.1. Indicative access prices**

#### **8.1.1. Wholesale Access Prices**

Consistent with Ofwat’s Letter to companies dated 18 August 2014 (“The costs principle and access pricing”), the prevailing wholesale access prices are those as published in our Wholesale Charges scheme for 2023-24. These are available at:

<https://wholesale.anglianwater.co.uk/siteassets/charges-2023-24/wholesale-charges-schedule-2023-240-v2.pdf>

These charges have been produced on the basis consistent with the wholesale tariffs standard payment terms. Consequently, the licensee will pay its charges (for the supply of water to its customer) either in advance, or in arrears as provided for in the MAC and the WRC. The countervailing payment to account for introduced water will be dealt with differently, dependent of the timing of wholesale payments. Where wholesale payments are made in advance, the countervailing credit will be made in arrear (and may be set against the wholesale payment for the following period). Where wholesale payments are made in arrear, the countervailing credit element will be set against it. Should the licensee request alternative payment terms, the licensee shall set these out in the data sheet appended to the common contract, and submit to Anglian Water, so that these can be considered, and if appropriate, the wholesale charges can be adjusted accordingly.

#### **8.1.2. Indicative prices**

We have produced prices in each of the six years from 2023-24 to 2028-29 for the supply of four volumes of water (5, 25, 50 and 500ml per year). We provide separate prices for the Anglian and Hartlepool regions.

The forecast supply surplus or deficit position in each water resource zone before investment by Anglian Water or input of water by a licensee can be seen in Watersource.<sup>1</sup> Watersource is an online platform which we have jointly developed with Wheatley Solutions and Northumbrian Water. This new concept provides access to key elements of Market Information through a central ‘open’ cloud portal. Users can spatially identify water resource zones which have a supply surplus and those which have a supply deficit.

Indicative prices can be found in Table 1. In the event of an application under this Code, specific WRZ prices would be produced accounting for the details of the proposal and, if relevant and deferred, our planned investment in the relevant WRZ. Detail of planned investments can be seen in our water resources market information.<sup>2</sup>

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<sup>1</sup> <https://wheatleywatersource.co.uk/>

<sup>2</sup> <https://www.anglianwater.co.uk/about-us/our-strategies-and-plans/water-resources-management-plan/water-resources-market-information/>

## TABLE 1 INDICATIVE COMBINED PRICES

Anglian Water region WRZs

Access start date	Units	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>5MI per annum</b>							
Wholesale price	£/m3	1.7221	1.7231	1.7241	1.7245	1.7252	1.7253
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>25MI per annum</b>							
Wholesale price	£/m3	1.5342	1.5351	1.5360	1.5364	1.5370	1.5371
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>50MI per annum</b>							
Wholesale price	£/m3	1.5038	1.5047	1.5056	1.5060	1.5065	1.5066
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>500MI per annum</b>							
Wholesale price	£/m3	1.4703	1.4711	1.4720	1.4724	1.4729	1.4730
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731

2023-24 prices

All charges are in

### Hartlepool WRZ

Access start date	Units	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
<b>5MI per annum</b>								
Wholesale price	£/m3	1.1570	1.1577	1.1580	1.1587	1.1593	1.1597	1.1601
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>25MI per annum</b>								
Wholesale price	£/m3	1.1558	1.1565	1.1568	1.1574	1.1581	1.1584	1.1589
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>50MI per annum</b>								
Wholesale price	£/m3	0.8679	0.8684	0.8686	0.8691	0.8696	0.8699	0.8702
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731
<b>500MI per annum</b>								
Wholesale price	£/m3	0.7807	0.7811	0.7814	0.7818	0.7823	0.7825	0.7828
Combined supply discount	£/m3	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731	0.1731

All charges are in 2023-24 prices

## 9. Glossary of Defined Terms

<b>Defined Terms</b>	<b>Description</b>
Access	The wholesale supply of water by a water undertaker to a licensee for the purpose of making a retail supply of water to the premises of the licensee's customer; and the introduction of water by the licensee into a water undertaker's supply system for that purpose (common carriage).
Access Agreement	An agreement between a water undertaker and a licensee for access by a licensee to a water undertaker's supply system by introducing water into it for onward supply pursuant to its Wholesale Authorisation and/or Supplementary Authorisation.
Access Code	A water undertaker's document that sets out all principal aspects of Access and the terms and conditions on which it will grant Access to its supply system by a licensee.
Access Terms	The terms under which a water undertaker and a licensee agree Access.
Application Questionnaire	Questionnaire completed by the licensee and used to evaluate the viability of an application.
Back-up supplies	These are supplies that can be called into operation in the event of failure of the 'duty' supply.
Borehole	A hole for abstracting groundwater constructed by boring.
Chlorination	The use of chlorine to disinfect water.
Coliform bacteria	A group of bacteria found in the intestine and faeces of most animals. Coliforms can sometimes be found in untreated water. The treatment process removes them and disinfection prevents their reappearance in the distribution system.
Combined Licence	A Water Supply Licence with a Wholesale Authorisation and/or a Supplementary Authorisation, authorising the holder to introduce water into a water undertaker's supply system and to retail that water to a customer's eligible premises.
Combined supply	A supply made pursuant to a combined licence (under terminology appropriate prior to 1 April 2017).
Deployable Output	The output of a commissioned water supply source, group of sources or bulk supply under specified drought conditions as constrained by: abstraction licence, if applicable; environment; treatment; raw water mains and/or aquifers; pumping plant and/or well/aquifer properties; transfer and/or output main; water quality.

<b>Defined Terms</b>	<b>Description</b>
Disinfection	The process of treating water in order to kill harmful organisms.
Diurnal Variations	Variations occurring within a daily (24 hrs) cycle.
Drought	A prolonged period of dry weather that reduces river flows, reservoir inflows or groundwater levels to unusually low levels.
DWI	Drinking Water Inspectorate. Regulates the public water supplies in England and Wales and is responsible for assessing the quality of drinking water.
EA	Environment Agency. Has a duty to secure the proper use of water resources in England and Wales.
E. coli	A bacterium taken as an indicator of faecal contamination.
Eligible premises	Premises that satisfy the eligibility requirements in section 17D WIA91 and the Transitional Provisions. Both of the following requirements must be satisfied in relation to each of the premises in order for a customer's premises to be eligible: <ul style="list-style-type: none"> <li>• The customer's premises must not be "household premises" (as defined in section 17C WIA 91).</li> <li>• When the licensee first enters into an undertaking with a customer to give the supply, the total quantity of water estimated to be supplied to the premises annually by the licensee must be not less than 5 megalitres (the "threshold requirement", section 17D WIA 91).</li> </ul>
Fluoridation	Application of fluoride to drinking water at the request of Strategic Health Authorities as a preventative measure against dental decay.
Groundwater	For the purposes of an access agreement groundwater is defined as water abstracted directly from an aquifer by means of a well, borehole or spring.
Guaranteed Standards Scheme (GSS)	A scheme that lays down the minimum guaranteed standards of service that water companies have to deliver. Water companies have to pay compensation to customers if they fail to meet these standards.
Hardness	Characteristics of waters containing dissolved calcium and magnesium salts.
Health Authority	A Strategic Health Authority or Health Authority established under section 8 of the National Health Service Act 1977
HSE	Health and Safety Executive a government agency responsible for administering all regulations pertaining to health and safety and public security.

<b>Defined Terms</b>	<b>Description</b>
Instrument of Appointment	The water (and sewerage) companies operate under Instruments of Appointment, granted by the then Secretaries of State for the Environment and Wales, or by the Director, to provide water and sewerage services in England and Wales. The Instrument of Appointment imposes conditions on the companies, which the Director is required to enforce.
Leakage	The loss of water from the supply network which escapes other than through controlled action.
Licensee	A company holding a water supply licence.
Major Emergency Procedures	The Major Emergency Procedures are evoked when the situation or the number of people affected is in excess of those which can be dealt with by the Standard Emergency Procedures.
Mandatory Parameters	Levels of chemical or biological indicators that must be measured by law. Examples for drinking water are E coli, nitrates, chlorides.
Meter	As defined in section 219(1) of the Act and, in the context of this Code, means the meter installed at the relevant premises.
Meter Calibration	The process by which the readings of a meter are correlated against a standard.
Meter Reader	A business or operational unit which reads meters.
Meter Reading	Means a read of the Meter by physical or electronic inspection
Non potable water	Water not intended for domestic or food production purposes.
Ofwat	Water Services Regulation Authority. The economic regulator of the water industry in England and Wales.
Outage	A temporary loss of unusable water output due to planned or unplanned events.
Parameter	A constituent of water used to measure quality.
Planned Maintenance	Maintenance activity carried out on a planned basis as preventative.
Point of entry	The point at which treated water enters the supply system as defined by the isolation valve provided by the primary undertaker.
Point of exit	The point at which treated water leaves the supply system. In general this will be either to specific premises or to the supply system of an adjoining water company.



<b>Defined Terms</b>	<b>Description</b>
Potable Water	Water for domestic and food production purposes which is wholesome at the time of supply. This is defined in section 68 of the WIA 91 and section 4 of the Water Supply (Water Quality) Regulations.
Primary Water Undertaker	For the purposes of section 66A WIA 91 (wholesale water supply by primary water undertaker) and section 66C WIA 91 (wholesale water supply by secondary water undertaker), a water undertaker is the primary water undertaker if the undertaker's supply system is to be used for the purposes of making the supply to the premises of the licensee's customer.
Reconciliation Process	The balancing of actual demand against actual water supplied into the supply system and the associated financial implications.
Regulation 27 risk assessment	This is a risk assessment from Source to Tap as defined by Regulation 27 of the Water Supply (Water Quality) Regulations 2016 as amended.
Regulation 28 risk assessment report	This is a summary as defined by Regulation 28 of the risk assessment from Source to Tap as defined by Regulation 27 of the Water Supply (Water Quality) Regulations 2016 as amended.
Regulation 28 Notice	A Notice served as defined by Regulation 28 of the Water Supply (Water Quality) Regulations 2016 as amended.
Secondary Connection	An additional connection made by the licensee to or from an undertaker's water supply system.
Secondary Water Undertaker	A water undertaker other than the relevant primary water undertaker (section 66C(1)(a)(i) of the WIA 91).
Security of Supply	The extent to which water supplies to customers are reliable and not subject to possible restrictions because of a lack of rainfall over a period of time.
Service Reservoirs	Any reservoir, statutory or otherwise, which is used to store, treated drinking water.
Severe drought	A severe drought with 0.5% annual average probability (equivalent to 1-in-200 years).
Sewerage Undertaker	A company appointed under the WIA91 to provide sewerage services in respect of a geographical area of England and Wales.
Sourceworks	Combination of source(s) and water treatment works from which treated water is pumped into supply.
Special Consumers	Customers defined as such by Appointment condition R section (8)(6) or as "sensitive customers" in paragraph 6(9) of the standard conditions of appointment of water supply and sewerage licensees.

<b>Defined Terms</b>	<b>Description</b>
Standard Emergency Procedure	These are a set of procedures for dealing with an emergency. The full or partial implementation of the procedures is dependant on the degree of seriousness of the emergency.
Strategic supply	A supply would be designated by Ofwat as strategic, if without its introduction, there would be a substantial risk that the water undertaker would be unable to maintain water supplies to its own customers and licensee's customers for domestic purposes.
Supplementary Authorisation	An authorisation to a company to introduce water into a water undertaker's supply system for the purpose of making a retail supply of water to a customer (terminology used for licensees based in Wales).
Supply System	Any water mains and other pipes used for the purposes of conveying water from a water undertaker's treatment works to customer's premises and any water mains and other pipes used to convey non-domestic water from any source to premises that are not connected directly or indirectly to any water mains or pipes connected to those treatment works. This term is defined in section 17B(5) of the WIA91.
Supply System Balancing	The process of matching the 'water in' against the 'water out' from the supply system.
Telemetry	The technology for automatically measuring and transmitting data by radio or other means from remote sources to receiving stations.
Treated Water	Water of a suitable quality for input to the treated water distribution system and that which results in satisfactory DWI compliance at the customer's tap.
Treatment Works	Works where raw water from rivers or reservoirs is treated to produce drinking water. Treatment typically includes coagulation, filtration and disinfection.
Total Trihalomethanes (THMS)	A group of disinfection by-products produced by the reaction of chlorine with natural organic chemicals present in the raw water.
Turbidity	A measure of the optical clarity of water.
UKWIR	UK Water Industry Research Limited.
Unplanned Maintenance	Maintenance and repair work carried out in response to infrastructure systems and equipment failure, which is unplanned due to requirement for urgent action.
Untreated Water	Raw water not of a suitable quality to enter the supply system.
Water Fittings Regulations	The Water Supply (Water Fittings) Regulations 1999. These regulations replaced the Water Bylaws in

<b>Defined Terms</b>	<b>Description</b>
	England and Wales and are enforced by the water undertakers.
Water Resources Management Plans	A water undertaker's long term strategic plan for water resource development in its area (section 37A WIA91).
Water Supply Licence	A licence granted to a company under section 17A WIA91.
Water Supply (Water Quality) Regulations	The Water Supply (Water Quality) Regulations, SI 2016 No 614, as amended 2018 by SI 607, which apply to water undertakers whose area of supply is wholly or mainly in England; The Water Supply (Water Quality) Regulations, SI 2018 No 647 (W.128), which apply to water undertakers who area of supply is wholly or mainly in Wales. These Regulations specify the standards used to define wholesomeness of drinking water, the level of monitoring required, treatment requirements, reporting requirements and also specify the requirements for using approved substances and products. The DWI enforces these Regulations.
Water Undertaker	A company appointed under the WIA 91 to provide water services to a defined geographic area and which owns the supply system and other infrastructure.
Wholesale supplies	Supply of water to a licensee by a water undertaker for the purposes of retail by the licensee to its customer's premises.

## APPENDIX 1

### **DRAFT CONFIDENTIALITY AGREEMENT - MUTUAL DISCLOSURE**

**THIS AGREEMENT** is made this                      day of                      201[ ]

**BETWEEN:**

**Anglian Water Services Limited** whose Registered Office is Lancaster House Lancaster Way, Ermine Business Park, Huntingdon, Cambs, PE29 6XU ("Anglian Water") ; and [ ] whose Registered Office is [ ] ("[ ]").

WHEREAS Anglian Water and [ ] ("the Parties" and individually "a Party") for their mutual benefit may have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

#### **Definitions**

For the purposes of this Agreement the following expressions shall have the following meanings:-

- (a)     **"Authorised Representative"**     shall mean any employee, director, officer or professional and financial advisor of the receiving Party;
- (b)     **"Confidential Information"**     shall mean any and all confidential, commercial, financial, marketing, technical, environmental information governed by the EIR or other information or data of whatever nature relating to the disclosing Party or to the disclosing Party's business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programmes, specifications, know-how, trade secrets, either Party's or any

associated company's organisational structure, contractual arrangements or agreements, technical documentation, finances, properties, costs, methods of doing business, personnel, legal affairs, plans, customers, products or processes, and other information concerning the Project, information regarding [the water undertaker's] actual or proposed network access code or any charges for any network access or, in the case of [the Licensee], information relating to its actual or proposed customers and borehole or other resource locations, whether or not identified as confidential) in any form or medium whether disclosed in writing, orally or by any other means to one Party by the disclosing Party or by a third party on behalf of the disclosing Party whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information);

- (c) **"Exempted Information"** shall mean any information or category of information, document, report, contract or other material containing information relevant to this Agreement that has been designated by the mutual agreement of the Parties as potentially falling within a EIR Exemption;
- (d) **"EIR"** shall mean the Environmental Information Regulations 2004 which shall include any amendment, modification, consolidation, re-enactment or replacement of the same;

- (e) **“EIR Exemption”** shall mean any applicable exemption to the EIR;
- (f) **“Project”** shall mean any discussions and negotiations between or within the Parties concerning or in connection with discussions with a view to entering into an agreement or agreements pursuant to Sections 66A to C of the Water Industry Act 1991.

## 2. **CONFIDENTIALITY OBLIGATIONS**

2.1 Subject to clause 2.2 in consideration of the mutual exchange and disclosure of Confidential Information each Party undertakes in relation to the Confidential Information disclosed to it by the other Party:-

- (a) to treat all and any of such Confidential Information as confidential and secret and not to use such Confidential Information for any purpose other than the purpose of evaluating such Confidential Information in connection with the Project;
- (b) to take all reasonable steps to protect the confidentiality of such Confidential Information and to prevent disclosure of same to unauthorised persons;
- (c) not to disclose any of such Confidential Information in whole or in part to any third party without the prior written consent of the other Party save to its Authorised Representatives who need to know the same for the purpose of evaluating such Confidential Information in connection with the Project;

(d) to take all reasonable steps (including making and enforcing binding obligations) to ensure that each Authorised Representative to whom it discloses such Confidential Information is made aware of the provisions of this Agreement and observes the obligations contained herein.

2.2 The obligations of confidentiality and the prohibitions against use undertaken in this Agreement by the receiving Party shall not apply to any Confidential Information which:-

- (a) is or subsequently comes into the public domain otherwise than as a result of any breach of this Agreement by the receiving Party or any of its Authorised Representatives;
- (b) is already known to the receiving Party prior to disclosure which prior knowledge the receiving Party can clearly demonstrate with written material;
- (c) becomes known to the receiving Party by disclosure from a third party who has a lawful right to receive and disclose the Confidential Information;
- (d) is required to be disclosed by law or by any regulatory authority provided that the receiving Party informs the disclosing Party in advance of the circumstances of the disclosure and exactly what is to be disclosed and uses all reasonable endeavours to obtain confidentiality undertakings from the recipients in respect of the Confidential Information disclosed; or
- (e) the disclosing Party agrees in writing may be disclosed.

### **3. EIR**

- 3.1 In the event that the Parties (or either of them) are subject to legal duties, which may require the disclosure under EIR of information (including the disclosure of information received by either Party and held by that Party under this Agreement), the following provisions shall apply.
- 3.2 The Parties recognise that each request for the disclosure of information must be considered individually.
- 3.3 Notwithstanding anything in this Agreement to the contrary (including, but without limitation, the general obligation of confidentiality imposed on the Parties pursuant to Clause 2), in the event that a Party is subject to EIR and that Party ("the Relevant Party") receives a request for information under the EIR, the Relevant Party shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the EIR PROVIDED ALWAYS that where the information requested is information that has been given to the Relevant Party by the other Party ("the Other Party"), the Relevant Party:
- 3.3.1 shall use reasonable endeavours to consult the Other Party as soon as reasonably practicable and the Other Party agrees to respond to such consultation within 7 days of receiving the consultation notice;
- 3.3.2 shall not disclose any information that the Parties have agreed is Exempted Information and shall rely on the EIR Exemption, at the



Other Party's request and cost, and use reasonable endeavours to ensure that the Exempted Information remains withheld, including the lodging of any appeal against a decision by the Information Commissioner in relation to the request;

- 3.4 In the event that the Relevant Party incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to disclosure, the Other Party shall indemnify the Relevant Party, save that the Relevant Party shall use reasonable endeavours to consult the Other Party before incurring any such costs and comply with all reasonable requirements of the Other Party before incurring such costs and shall permit the Other Party to take over the sole conduct of the matter if it so chooses.

#### **4. INTELLECTUAL PROPERTY**

Nothing in this Agreement shall be construed to grant either Party any right or licence any patent, know-how, trademark, copyright or other intellectual property right of the other Party.

#### **5. RETURN OF INFORMATION**

- 5.1 Each Party shall within one week of a request from the other Party in writing give to the other Party or (at the other Party's discretion) itself destroy all the Confidential Information of the other Party and all copies thereof in its possession, custody or control including for the avoidance of doubt Confidential Information contained within

computers, word processors or other devices (including computer discs or other information storage equipment).

5.2 The return of Confidential Information shall not release either Party from its other obligations under this Agreement.

**6. NO REPRESENTATION, WARRANTY OR LICENCE**

6.1 No representation or warranty is made or given by either Party to the other as to the accuracy or completeness of the Confidential Information disclosed by it to the other or as the reasonableness of any assumptions on which the same is based and each of the Parties agrees that neither the disclosing Parties nor its Authorised Representatives shall have any liability to it (or its Authorised Representatives) resulting from the use of such Confidential Information save as expressly agreed in writing.

6.2 This agreement only governs the rights and obligations of the Parties with respect to the Confidential Information disclosed and does not purport to be a licence to use such Information for any purpose except for the Project. Should the Parties enter into any licence or other similar agreements in the future such agreements shall supersede this Agreement and shall contain similar provisions for the protection of the Parties' Confidential Information.

**7. REFERENCE TO THE PARTIES**

Save as required by law or any regulatory body, neither of the Parties shall make any announcement, public statements or press releases of any kind in relation to the Confidential Information disclosed to it by

the other of the Project nor shall they mention the name of the other Party in connection with the Project or disclose the existence of the Project or the existence of this Agreement without the prior written consent of the other party.

**8. NO CONTRACT**

No documents or information made available to the one Party or its Authorised Representatives by the other will constitute an offer or invitation or form the basis of any contract.

**9. NOTICES**

All notices under this Agreement shall be in writing, sent by facsimile or first class registered or recorded delivery post to the Party being served to its facsimile number mentioned below or at its address specified above or at such other facsimile number or address of which such Party shall have given notice as aforesaid, and marked for the attention of the person holding the position of that Party's signatory to this Agreement. The date of service shall be deemed to be the next business day following the day on which the notice was posted or immediately upon receipt of the fax confirmation if sent by facsimile.

**10. CONSEQUENCES OF BREACH**

10.1 In consideration of either Party disclosing the Confidential Information to the other the receiving Party further agrees to indemnify the disclosing Party against any breach of its obligations under any clause of this Agreement.

10.2 Each Party recognises that in addition to all other remedies that the disclosing Party may be entitled to as a matter of law the disclosing Party shall be entitled to seek specific performance and any other form of equitable relief to enforce this Agreement. The receiving Party acknowledges that damages may be insufficient remedy for any breach of this Agreement.

10.3 No proof of special damages shall be necessary for the enforcement of this Agreement.

#### **11. NO WAIVER**

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

#### **12. VARIATION**

No variation or amendment to this Agreement shall be effective unless in writing and signed by authorised signatories for the Parties.

#### **13. TERMINATION**

13.1 Either party may terminate this Agreement by giving one month's notice in writing and thereupon both parties shall give to the other Party or (at the other Party's discretion) itself destroy all the Confidential Information of the other Party and all copies thereof in its possession, custody or control in accordance with clause 5 above.

13.2 If and whenever the Parties enter into an agreement pursuant to Sections 66A to C of the Water Industry Act 1991 ("the Access Agreement"), the confidentiality obligations included within the Access Agreement shall supersede and replace the obligations under this Agreement insofar as they relate only to, and specifically to, the subject matter of the Access Agreement.

**14. NON-ASSIGNMENT**

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

**15. ENTIRE AGREEMENT**

This Agreement sets out the entire agreement between the Parties in respect of the Confidential Information disclosed by either Party to the other and supersedes all previous understandings and undertakings in such respect whether oral or in writing, and no presentation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as set out in this Agreement.

**16. COSTS**

Each Party shall bear its own legal and other costs incurred in relation to the preparation and completion of this Agreement.

**17. SEVERANCE**

Each provision of this Agreement is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Agreement but it and all the other provisions of this Agreement shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

**18. GOVERNING LAW**

The construction, validity and performance of this Agreement shall be governed all times by English Law and the English Courts shall have non exclusive jurisdiction in respect thereof.

**AS WITNESS** the hands of the Parties hereto and their duly authorised representatives the day and year first before written

**SIGNED** on behalf of Anglian Water

(Signature)

(Print Name)

(Position)

(Date)

**SIGNED** on behalf of [            ]

(Signature)

(Print Name)

(Position)

(Date)

## APPENDIX 2

### INTRODUCTION OF WATER APPLICATION QUESTIONNAIRE

#### 1) GENERAL INFORMATION

<b>Licensee name:</b>		
<b>Licensee address:</b>		
<b>Licensee company registration number:</b>		
<b>Contact name:</b>	<b>Commercial:</b>	<b>Technical:</b>
<b>Contact address: (if different from above)</b>		
<b>Contact telephone number:</b>		
<b>Contact fax number:</b>		
<b>Contact email address:</b>		
<b>Please confirm that a confidentiality agreement has been signed and provided to Anglian Water:</b>		
<b>Please confirm and provide a signed declaration that the premises are eligible:</b>		
<b>What is (are) your proposed point(s) of entry into the network? (Please</b>		



<b>provide 10 figure OS grid reference)</b>	
<b>What is (are) your proposed exit point(s) from the network? (Please provide 10 figure OS grid reference)</b>	
<b>When do you require access to begin?</b>	
<b>What is the expected duration?</b>	
<b>Please give a brief description of your proposal:</b>	
<b>Is a secondary undertaker involved (or likely to be involved) in your proposals? If so, who is the secondary undertaker?</b>	

**2) WATER SOURCE**

<b>Please provide the name, 10 figure OS grid reference and type of water source (surface or groundwater):</b>	
<b>Please provide a description of the</b>	

<b>catchment or aquifer:</b>	
<b>Describe any current or previous use of the source:</b>	

### 3) DEPLOYABLE OUTPUT

<b>Does the source have an abstraction licence? If so what is the EA number?</b>	
<b>Please provide a copy of the abstraction licence:</b>	
<b>What is the termination or renewal date, if any, of the abstraction licence?</b>	
<b>What are the abstraction licensed quantities:-</b>	
<b>Hourly:</b>	
<b>Daily:</b>	
<b>Annual:</b>	
<b>If you are seeking an abstraction licence from the EA please provide details:</b>	
<b>What is the name of the abstraction licence owner – current and/or proposed:</b>	
<b>What is the reliable yield including under a severe and extreme drought, taking into account the impacts of climate change?</b>	

<p><b>Please provide a flow profile at the proposed entry point(s) to include peak hour, peak day, peak week, annual average and minimum instantaneous flows:</b></p>	
<p><b>Does the source supply anyone else?</b></p>	
<p><b>If yes, do you have any agreements with others dependent upon that source?</b></p>	

#### 4) CUSTOMER DETAILS

<p><b>Name(s) of customer(s):</b></p>	
<p><b>Address of customer(s) at premises to be supplied:</b></p>	
<p><b>Supply Point Identification number (SPID) of premises to be supplied:</b></p>	
<p><b>Please provide signed consent from the customer(s) evidencing interest in switching supplier and waiving any restrictions on disclosure of</b></p>	

<b>information held by the undertaker:</b>	
<b>Where the customer's existing supplier is another licensee, please provide confirmation from the customer that there is no obstacle to the change of supplier which may cause objection:</b>	

<b>Please confirm the number of meters at the eligible premises and their meter serial numbers:</b>	
<b>If the customer is a new customer please provide a 10 figure OS grid reference of the required point(s) of supply:</b>	

<b>Please provide demand requirements:</b>	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Average litre/second:</b>					
<b>Peak litre/second:</b>					
<b>Peak m<sup>3</sup>/hr:</b>					
<b>Peak m<sup>3</sup>/day:</b>					
<b>Annual consumption:</b>					
<b>Are storage facilities available, if yes, what capacity?</b>					
<b>For fire fighting purposes:</b>					
<b>Please provide the peak m<sup>3</sup>/day for the previous year:</b>					
<b>If the forecast peak m<sup>3</sup>/day is lower than the m<sup>3</sup>/day for the previous year, please demonstrate to our reasonable satisfaction that there has been or will be a sustained long term reduction of the demand requirements which will reduce the peak requirement to a level below the highest daily rate of flow during the preceding 12 months:</b>					
<b>What proportion of the demand is for</b>					

<b>household requirements?</b>	
<b>What proportion of the demand is for domestic requirements?</b>	
<b>Are there any special terms (e.g. interruptible supply, non-potable supply)?</b>	
<b>Does the customer(s) have any 'special needs'? As defined in condition 5 of your Water Supply Licence?</b>	

## 5) WATER QUALITY

<b>Please provide details of the water quality monitoring programme:</b>	
<b>If water input is non-potable water, what are the customer requirements?</b>	
<b>Is treated water compliant with the Water Supply (Water Quality) Regulations 2016 as amended?</b>	
<b>Please provide details of any non compliance with the regulations</b>	

<p><b>described above (within the last 12 months):</b></p>	
<p><b>Is the water artificially fluoridated or blended to reduce naturally occurring fluoride levels?</b></p>	
<p><b>If artificially fluoridated, please give details of the Health Authority involved:</b></p>	
<p><b>If the water is artificially fluoridated, are you compliant with the current Fluoridation Regulations and the associated Code of Practice?</b></p>	
<p><b>If the water is not artificially fluoridated, what is the typical fluoride concentration in the supply?</b></p>	
<p><b>What is the average pH, total hardness and alkalinity of the water?</b></p>	
<p><b>Has the plumbosolvency propensity of the water been determined? If yes, give details of actions taken (eg details of</b></p>	

<b>phosphate dosing at WTW):</b>	
<b>What is your disinfection regime? (e.g. chlorination, chloramination, UV)</b>	
<b>Are there any enforcement orders or legal instruments in place for this supply (e.g. Undertakings or Regulation 28 Notices?)</b>	
<b>Describe the system of analytical quality control applied to water quality sampling and analysis and provide details of your ISO17025 accreditation:</b>	

## 6) OTHER RELEVANT INFORMATION

<b>Please identify any infrastructure needed to transfer water into our water supply system:</b>	
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<b>Where a secondary undertaker is involved, please identify any infrastructure needed to transfer</b>	
--	--



<b>water into our water supply system:</b>	
<b>Please provide any further relevant information which may assist us in the initial assessment of the application:</b>	

**7) SOURCE DETAILS**

<b>What is the deployable output of the source? Please provide details of the methodology employed to determine the deployable output:</b>	
<b>Are there any restrictions / limitations on the source? If yes, please give details:</b>	
<b>Is there a history of contamination of the source? If yes, please give details?</b>	
<b>Are any raw water parameters increasing in concentration and likely to fail in the future for which treatment processes are not yet present? If yes, please give full details including information regarding any DWI-</b>	

<b>approved Improvement Programmes:</b>	
<b>For groundwater sources has a pumping test been carried out to confirm reliable yield?</b>	
<b>Please provide details of your cryptosporidium monitoring:</b>	
<b>Is there any record of a failure of the source or a reduced yield during a previous drought? If yes, please give details:</b>	
<b>What back-up supplies do you have available? Please state details of deployable output available as headroom:</b>	
<b>For surface water sources, what are the minimum number of days, at average demand, available as storage?</b>	
<b>Are you aware of any breach of the Water Supply (Water Fittings) Regulations 1999? If yes, please provide details:</b>	

## **8) TREATMENT PROCESS / SITE DETAILS**

<b>What legal interest do you own in the site, pipes or other infrastructure?</b>	
<b>Does the site include pumping plant or storage facilities? Please give capacities:</b>	
<b>What information will be included on telemetry?</b>	
<b>What telemetry system is proposed?</b>	
<b>Please provide details of how you propose to maintain a supply in the event of outage or breakdown:</b>	

## 9) WATER TREATMENT

<b>Please provide your Regulation 27 risk assessments for all the sites involved:</b>	
<b>Provide full details of all treatment currently in use and treatment proposed. Include flow diagrams, details of individual treatment stages, chemicals used and typical dose rates:</b>	

<p><b>Provide full details of on line monitoring of treatment performance, systems to monitor deterioration in performance and fail safe mechanisms:</b></p>	
<p><b>Do you currently have any Regulation 28 Notices or Undertakings at the site? If yes, please give full details, including end-dates:</b></p>	

If the treated water passes through a distribution system before entering Anglian Water’s supply system, please complete the following section:

**10) DISTRIBUTION SYSTEM**

<p><b>Please give details of the mains materials in the distribution system upstream of the point of entry:</b></p>	
<p><b>Provide full details of any planned preventative maintenance programmes in the upstream distribution system:</b></p>	
<p><b>Provide full details of any significant mains replacement or mains rehabilitation programmes in the</b></p>	

<b>upstream distribution system:</b>	
<b>Do you have any Undertakings in any PWSZs upstream of the point of entry to the Anglian Water network? If so, please give full details including end-dates:</b>	

### 11) GENERAL

<b>What Quality Management Systems are proposed or in place?</b>	
<b>Please provide details of your Health &amp; Safety Policy:</b>	
<b>Provide details of the Quality Management System applied upstream of the proposed point of entry:</b>	

### 12) WATER QUALITY

#### Organic screening analysis

<b>Provide details of organic screening analysis carried out:</b>	
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<b>Has "the company" gained approvals under the Drinking Water Inspectorate Risk Management Assessment Scheme?</b>	
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**Additional Information**

<b>Has all water quality data relevant to the application been included? If no, please specify:</b>	
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Please provide the following water quality data for all relevant sample points as requested:

### Water Treatment Works

Parameter	Unit	Max	Min	Mean	Sampling Frequency	Start Date	End Date	Number Samples
<b>European standards</b>								
Nitrite	NO <sub>2</sub> mg/l							
<b>National standards</b>								
Total coliforms	Number / 100ml							
<i>E. coli</i>	Number / 100ml							
Cryptosporidium	Number / 10 litres							
<b>Indicator standards</b>								
Colony counts after 3 days at 22°C	Number / 1 ml							
Residual disinfection (Total and free chlorine where appropriate)	Cl mg/l							
Turbidity	FTU							
Radioactivity - Tritium	Bq/l							
Radioactivity - Total indicative dose (excl. Tritium, Potassium 40, Radon and Radon decay)	mSv/year							

### Storage Points

Parameter	Unit	Max	Min	Mean	Sampling Frequency	Start Date	End Date	Number Samples
<b>National standards</b>								
Total coliforms	Number / 100ml							
<i>E. coli</i>	Number / 100ml							
<b>Indicator standards</b>								

Colony counts after 3 days at 22°C	Number / 1 ml							
Residual disinfection (Total and free chlorine where appropriate)	Cl mg/l							

### Supply Points and/or Water supply Zones

Parameter	Unit	Max	Min	Mean	Sampling Frequency	Start Date	End Date	Number Samples
<b>European standards</b>								
Nitrate	NO <sub>3</sub> mg/l							
Nitrite	NO <sub>2</sub> mg/l							
Nitrate/nitrite formula								
Copper	Cu mg/l							
Fluoride	F mg/l							
Arsenic	As mg/l							
Cadmium	Cd mg/l							
Cyanide	Cn mg/l							
Chromium	Cr mg/l							
Mercury	Hg mg/l							
Nickel	Ni mg/l							
Lead	Pb mg/l							
Antimony	Sb mg/l							
Selenium	Se mg/l							
Total pesticides (*see list)	µg/l							
PAH sum of 4 (specify)	µg/l							
<i>E. coli</i>	Number / 100ml							
Enterococci	Number / 100ml							
Boron	B mg/l							
Benzo 3, 4 pyrene	µg/l							



Tetrachloroethene/ Trichloroethene Sum of 2	µg/l							
Total Trihalomethanes	µg/l							
Chloroform	µg/l							
Bromoform	µg/l							
Dibromochloromethane	µg/l							
Bromodichloromethane	µg/l							
1, 2 Dichloroethane	µg/l							
Benzene	µg/l							
Bromate	µg BrO <sub>3</sub> /l							
<b>National standards</b>								
Colour	Hazen units							
Turbidity	FTU							
Odour	Dil. No.							
Taste	Dil. No.							
Hydrogen ion	pH							
Sodium	Na mg/l							
Aluminium	Al mg/l							
Iron	Fe mg/l							
Manganese	Mn mg/l							
Tetrachloromethane	µg/l							
<b>Indicator standards</b>								
Sulphate	SO <sub>4</sub> mg/l							
Ammonia	NH <sub>4</sub> mg/l							
TOC	mg/l							
S-R Clostridia	Number/ 20ml							
Conductivity	ms/cm							
Chloride	Cl mg/l							
Total coliforms	Number/ 100ml							
Colony counts after 3 days at 22°C	Number/ 1 ml							

Residual disinfection (Total and Free Chlorine)	Cl mg/l							
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**\*Total pesticides list**

Parameter	Unit	Max	Min	Mean	Sampling Frequency	Start Date	End Date	Number Samples
<b>Pesticides</b>								
Aldrin	µg/l							
Atrazine	µg/l							
Bentazone	µg/l							
Bromoxynil	µg/l							
Carbendazim	µg/l							
Carbetamide	µg/l							
Carbophenothion	µg/l							
Chloridazon	µg/l							
Chlorotoluron	µg/l							
Clopyralid	µg/l							
2,4-D	µg/l							
DDT (total isomers)	µg/l							
Dicamba	µg/l							
Dichlorprop	µg/l							
Dieldrin	µg/l							
Difenzoquat	µg/l							
Dimethoate	µg/l							
Diuron	µg/l							
EPTC	µg/l							
Gamma HCH	µg/l							
Glyphosate	µg/l							
Heptachlor	µg/l							
Heptachlor epoxide	µg/l							
Hexachlorobenzene	µg/l							
Ioxynil	µg/l							
Isoproturon	µg/l							
Linuron	µg/l							
Melathion	µg/l							
MCPA	µg/l							
MCPB	µg/l							
Mecoprop (MCP)	µg/l							
Metalddehyde	µg/l							
Metamitron	µg/l							
Metham-sodium	µg/l							
Methoxychlor	µg/l							
Monuron	µg/l							
Organochlorine	µg/l							
Organophosphorus	µg/l							
Paraquat	µg/l							

Prometryn	µg/l							
Propazine	µg/l							
Propyzamide	µg/l							
Simazine	µg/l							
Sodium chlorate	µg/l							
Sulphuric acid	µg/l							
TCA	µg/l							
Terbutryne	µg/l							
Trietazine	µg/l							
Triadimefon	µg/l							
Triallate	µg/l							
Others (please specify each compound)								

### General Properties

Parameter	Unit	Max	Min	Mean	Sampling Frequency	Start Date	End Date	Number Samples
Temperature	° C							
Total Hardness	Ca mg/l							
Alkalinity	HCO <sub>3</sub> mg/l							
Magnesium	Mg mg/l							
Potassium	K mg/l							
Zinc	Zn mg/l							
Phosphorus	P mg/l							
Silver	Ag mg/l							
Barium	Ba mg/l							
Dissolved Oxygen	O <sub>2</sub> mg/l							
Dissolved or emulsified hydrocarbons	µg/l							
Phenols	C <sub>6</sub> H <sub>5</sub> OH µg/l							
Surfactants	mg/l							
TBME	µg/l							
Subs. ext. in chloroform	µg/l							
Alpha and beta decay – radioactivity screening	Bq/l							
Uranium	mg/l							
Faecal Strep.	Number/100ml							

**Please complete the above in full and return to:**

[wsc@anglianwater.co.uk](mailto:wsc@anglianwater.co.uk)

or

Senior Competition Economist  
Anglian Water Services Ltd  
Lancaster House  
Lancaster Way  
Ermine Business Park  
Huntingdon  
Cambs  
PE29 6XU

