

Common Terms and Conditions for Statutory Delivery (Water Only)

1. Your Terms and Conditions Explained

- 1.1 Each of the provisions forming these Common Terms and Conditions for Statutory Delivery (Water Only) (“T&Cs”) are applicable to the Workstreams save as provided in paragraph 1.2.
- 1.2 An indication at the beginning of a provision in these T&Cs thus - [...] – signifies that the provision only applies to the Workstream denoted and not to other Workstreams.
- 1.3 The following activities are the “Workstreams” (and “the Act” is a reference to the Water Industry Act 1991):
 - 1.3.1 Providing a water main for domestic purposes (whether the premises to be supplied are household or non-household) where required by section 41 of the Act. This Workstream is referred to in these T&Cs as “New Water Mains”.
 - 1.3.2 Making connections of premises with a water main vested in Anglian Water for domestic purposes (whether the premises to be connected are household or non-household) where required by section 45 of the Act. This Workstream is referred to in these T&Cs as “Connections for Domestic Purposes”.
 - 1.3.3 Diverting or altering any relevant pipe or apparatus where required in consequence of any type of street works, road works or highway works by a highway authority. This Workstream is referred to in these T&Cs as “Highway Diversions”.
 - 1.3.4 Diverting or altering any relevant pipe or apparatus where required by section 185 of the Act. This Workstream is referred to in these T&Cs as “Developer Diversions”.
 - 1.3.5 Providing a water main for non-domestic purposes and/or making connections of premises with a water main for non-domestic purposes where required by section 66AA of the Act or otherwise. This Workstream is referred to in these T&Cs as “Connections for Non-domestic Purposes”.

1.3.6 Providing infrastructure to supply the area of a new appointment or variation as described by section 7 of the Act. This Workstream is referred to in these T&Cs as (“NAVs” (New Appointments and Variations)).

1.4 These T&Cs do not apply to water self-lay arrangements under section 51A of the Act.

1.4.1 Self-lay providers must refer to the terms and conditions comprised within the appropriate Water Adoption Agreement.

2. Estimated Charges, Payments and Start Dates

2.1 Customers without a credit account (DART) are required to pay the full estimated charges of the works before any work commences.

2.2 Receipt of payment alone will not automatically instigate the commencement of any work. Commencement will be considered delayed at the customer’s request until the customer arranges with Anglian Water, *after* the receipt of payment, a commencement date for the works.

2.3 The estimate that you have been given has been based on work taking place in a single visit or on pre-advised phasing (separate visits) of the work.

2.4 The estimate is also based on an assumption that Anglian Water will supply bed and surround around the water pipe where necessary.

2.5 Our charges are listed in the [Charging Arrangements](#) which are reviewed annually and come into effect from 1st April each year.

2.6 [New Water Mains, Highway Diversions, Developer Diversions and NAVs only] Any works undertaken or completed 12 months after an initial payment will be charged in accordance with the current year’s Charging Arrangements.

2.7 [Connections for Domestic Purposes and Connections for Non-domestic Purposes only] Your cost estimate is valid for a period of 6 months or until 31st March, whichever is sooner. Therefore, your payment and work must take place within this period. Should your payment and work not be completed by 31st March, the estimate will expire. In this instance, if you wish to proceed with the works, you may seek a further estimate based on the then current years Charging Arrangements.

- 2.8 [Connections for Non-domestic Purposes and NAVs only] Where the water network, sources and/or treatment facilities do not have capacity to meet your requirements, further infrastructure may be required and will be reflected in the relevant charges according to our [Wholesale Policy – Capital Contributions \(Infrastructure for Non-Domestic Purposes\)](#) or [NAV Charging Arrangements](#) as the case may be.
- 2.9 The estimated charges are based on a bespoke digital and on-site, establishing all foreseeable circumstances, to make your estimate as accurate as possible. In some cases, unforeseen circumstances during the construction phase may increase the total amount payable. Therefore this estimate is provided on the information that we had available at the time, but may be subject to significant variance should anything change.
- 2.10 [Connections for Domestic Purposes only] When less than 72 hours' notice is given to cancel a connection prior to the planned construction start date, a cancellation charge will be applicable for each planned connection visit.

3. Reconciliation

- 3.1 There is likely to be an element of reconciliation of charges against the estimate you have been given. This may reflect such matters as amended quantities of materials, distance of pipe laying, delays, interruptions, obstructions, unforeseen circumstances, amendment, aborts or charges missed in the original estimate, in accordance with our Developer Charging Arrangements, [Wholesale Policy – Capital Contributions \(Infrastructure for Non-Domestic Purposes\)](#) or [NAV Charging Arrangements](#) as the case may be. We will endeavour to give you fore-warning as to any re-calculation of charges. You must pay any additional charges that arise in consequence of the reconciliation, although in the case of a reduction in charges, you will be given the appropriate refund or credit.
- 3.2 To the extent that our works involve excavation and take place within your site boundary:
- 3.2.1 surplus ground material will be left adjacent to our works for you to remove at your own cost; and
 - 3.2.2 we will not replace excavated ground material or surface with different material or surface.
- 3.3 Barrier pipe will be used (and charged accordingly) where we have a reasonable suspicion that the land where our works take place may be contaminated. We will consider evidence from a UKAS registered sampler that work has taken place to remove any suspected contaminants such that barrier pipe is not required.

4. You must, where necessary;

- 4.1 provide to Anglian Water the information required as part of your responsibilities under the Construction (Design and Management) Regulations 2015 for your construction project;
- 4.2 comply with the Construction (Design and Management) Regulations 2015 and all other legislation relevant to your work for the construction project insofar as it may affect our work or any person engaged in our work;
- 4.3 to the extent that our works take place within your land under your control, keep the site clear of all obstructions to our work;
- 4.4 [New Water Mains, Highway Diversions, Developer Diversions, Connections for Non-domestic Purposes and NAVs only] to the extent that our works take place within land under your control whose topography is not yet in its intended permanent state, establish lines and levels by way of clear markings before construction;
- 4.5 to the extent that our works take place within land under your control, establish the position of ducts through which any water main or communication pipe is to be laid, ensuring they are clearly marked and exposed before work commences;
- 4.6 adhere to Anglian Waters' Pre-Dug Ducting construction requests as per our [Site Managers Guide](#) when a pre-dug arrangement has been made;
- 4.7 provide and lay clean and approved supply pipes to the agreed position, diameter and material, with compressed cap ends to prevent contamination, as per the [Anglian Water guidance](#). Incorrect pipe specifications will not be connected to the water network;
- 4.8 pay any charges relating to any re-designs arising from changes to the original application;
- 4.9 [New Water Mains only] pay any charges relating to the flushing of requisitioned water mains, until such time as the number of connections generates sufficient turnover of the water in the water main to maintain water quality;
- 4.10 pay any charges relating to the repair or replacement of any Anglian Water apparatus or equipment damaged within any land under your control;
- 4.11 [New Water Mains, Connections for Domestic Purposes, Connections for Non-domestic Purposes and NAVs only] ensure any equipment connected directly or indirectly to our network will operate satisfactorily at the minimum flow and pressure required by current legislation and regulations;

- 4.12 ensure Anglian Water is given a minimum 4 weeks notice that the site will be ready before any work can commence, recognising that if a longer period of notice is necessary to arrange required traffic management or to deal with the circumstances set out in paragraph 6, any insufficient notice will mean that completion may not be achieved within the notice period provided;
- 4.13 not operate any Anglian Water apparatus connected to the water network under any circumstances;
- 4.14 [Connections for Domestic Purposes and Connections for Non-domestic Purposes only] ensure that any water fittings that will be connected directly or indirectly to Anglian Water's network are compliant with the Water Supply (Water Fittings) Regulations 1999.

5. We must, where necessary;

- 5.1 provide to you the information required as part of our responsibilities under the Construction (Design and Management) Regulations 2015 for the construction project;
- 5.2 comply with Construction (Design and Management) Regulations 2015 and all other legislation relevant to our work for the construction project;
- 5.3 use our reasonable endeavours to comply with such reasonable work date(s) as you may reasonably propose upon giving the notice set out in paragraph 4.12.

6. Completion Date (*Water UK Level of Service*)

- 6.1 The date by which we must complete any works ("the Completion Date") shall be the date we have provided to you or, if later, the last of the dates referred to by paragraph 5.33 save that the Completion Date may be prolonged by a period equal to the period of delay caused by:
- 6.2 such of your site as may affect our works not being ready for Anglian Water to commence as;
- 6.3 the terms of, or delay by a highway authority in issuing, any permit or consent under the New Roads and Street Works Act 1991 or any temporary traffic regulation order under the Road Traffic Regulation Act 1998;
- 6.4 the terms of, or delay by any person or body in issuing any consent that is necessary for Anglian Water to carry out our works;

- 6.5 work being delayed due to operational issues with the existing water distribution network;
- 6.6 events where work cannot be carried out without interruption or is otherwise delayed by your actions or omissions (including without prejudice to the generality of the foregoing in the case of):
 - 6.6.1 receipt from you of your schedule of internal and external fittings;
 - 6.6.2 receipt from you of a mechanical drawing of the internal and external plumbing;
 - 6.6.3 failure by you to comply with our Commissioning Guidance; or
- 6.7 any delays due to receiving goods or materials from third party suppliers later than expected;
- 6.8 any other reason to the extent that Anglian Water has taken all reasonable steps and exercised all due diligence to minimise any prolongation of the Completion Date;

7. Construction (Design and Management) Regulations 2015

- 7.1 For the purposes of those Regulations it is agreed that:
- 7.2 Where any Workstream is considered to be carried out for a domestic client, Anglian Water shall as contractor or principal contractor carry out the duties in regulations 4(1) to (7) and 6;
- 7.3 Where Anglian Water and yourself are considered both to be a client, Anglian Water will be treated for the purposes of the Regulations as being the only client.
- 7.4 In relation to any work taking place on land under your control that is not a Workstream you are the client or (if Anglian Water is also considered a client) you are to be treated as the only client

8. Further Conditions

- 8.1 [NAVs Only] In the event of any conflict or inconsistency between these T&Cs and any bulk supply agreement or bulk discharge agreement, the latter shall prevail.
- 8.2 These T&Cs are to be construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

- 8.3 Save in respect of death or personal injury or in any case of fraud, deliberate default, or reckless misconduct, Anglian Water's liability in connection with any Workstream shall not exceed a sum equivalent to the amount of the charges for which you are liable. Neither party shall be liable to the other for loss of use, loss of profit, loss of contract, or for any indirect or consequential loss or damage which may be suffered by the other party in connection with any Workstream
- 8.4 If any provision of these T&Cs (or part of any provision) is or becomes illegal, invalid or unenforceable:
- 8.4.1 the legality, validity and enforceability of any other provision (or remaining part provision) of these T&Cs shall not be affected;
 - 8.4.2 but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, Anglian Water and yourself must negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 8.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this agreement shall confer on any third party any right to enforce this agreement or any benefit of any term of this agreement.