

Wessex Water Services Limited

Water Supply Licensing

Access Code

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Table of Contents

1	Access code overview	5
1.1	Role of the access code	5
1.2	Relevant framework documents	6
1.3	Role of key industry players	9
1.3.1	Wessex Water	9
1.3.3	Ofwat.....	13
1.3.4	Drinking Water Inspectorate (DWI)	13
1.3.5	Environment Agency (EA)	14
1.3.6	Department for the Environment, Food and Rural Affairs (DEFRA)	14
1.4	Definition of services	15
1.4.1	Primary water undertaker.....	15
1.4.2	Secondary water undertaker.....	16
2	Wholesale Supplies	16
2.1	Application process for a wholesale supply of water	16
2.1.1	Confidentiality agreements.....	16
2.1.2	Information requirements	17
2.1.3	Operational Code and Common Contract	17
2A	Application for a combined supply	17
2A.1	Process requirements	17
2A.1.1	Confidentiality agreements	17
2A.1.2	Information requirements.....	18
2A.1.3	Application fees	27
2A.1.5	Credit provisions and credit limits.....	28
2A.2	Confirming eligibility	28
2A.2.1	Responsibilities	28
2A.2.3	Household / non-household premises	29
2A.2.4	Volume threshold.....	29
2A.2.5	Supply arrangements for licensees.....	30
2A.2.6	Attachment to the supply system	30
2A.2.7	Customers in debt	30
2A.3	Application process	31
2A.3.1	Combined supply arrangements.....	31
2A.3.3	Objections and rejection process	35
2A.4	Access criteria.....	36
2A.4.1	Water quality input specification	36
2A.4.2	Water flow and pressure	37
2A.4.3	Water quality sampling and monitoring	37
2A.4.4	Volume measurement	38
3	Customer transfer protocol (CTP)	39
3.1	Principles.....	39
3.2	Rules of behaviour	39
3.3	Data transfer	39
3.4	Registration and operational processes	39

4.	Control and balancing of supply system.....	41
4.1	Supply system management.....	41
4.1.1	Unbilled water.....	41
4.1.2	Security of supply.....	41
4.1.3	Telemetry requirements for supply system control.....	42
4.1.4	Secondary connections.....	42
4.1.5	Supply system maps and plans.....	43
4.1.6	Point of entry controls and failure modes.....	43
4.2	Metering services.....	43
4.2.1	Meter asset management.....	43
4.2.2	Meter calibration and verification.....	44
4.2.3	Meter reading and meter reading verification.....	44
4.2.4	Arrangements to address imbalance between supply and demand.....	45
4.3	Supply system balancing.....	45
4.3.1	Strategic balancing.....	45
4.3.2	Flow balancing and reconciliation processes.....	48
5.	Supply system maintenance and emergency procedures.....	49
5.1	Diagnosis of system issues.....	49
5.1.1	Obligations with respect to diagnosis of supply system problems.....	50
5.1.2	Quality Issues.....	50
5.1.3	Hydraulic issues.....	50
5.1.4	‘Real’ time information capture systems.....	51
5.1.5	Reporting procedures.....	51
5.2.1	Obligations with respect to planned maintenance.....	51
5.2.2	Specification of assets.....	52
5.2.3	Maintenance standards.....	52
5.2.4	Risk assessment processes.....	52
5.2.5	Information exchange.....	53
5.3	Unplanned system maintenance.....	53
5.3.1	Obligations with respect to unplanned maintenance.....	53
5.3.2	Risk assessment processes.....	54
5.3.3	Emergency notices.....	54
5.4	Safety aspects of unplanned and emergency work.....	54
5.4.1	Status classification.....	54
5.4.2	Standard emergency reporting procedures.....	54
5.4.3	Major emergency reporting procedures.....	55
5.5	Emergency procedures for dealing with specific events and incidents.....	55
5.6	Customer protection.....	55
5.6.1	Customers with particular needs.....	55
5.6.2	Large scale customer warning procedures.....	56
5.6.3	Emergency compensation payments.....	56
5.6.4	Emergency operational planning exercises.....	56
5.7	Support processes.....	56
5.7.1	Arrangements for press liaisons.....	56
5.7.2	Arrangements for the dissemination of severe weather warnings.....	56
5.7.3	Emergency contacts.....	57

5.8	Reportable situations	57
6	Customer contact arrangements	58
6.1	Customer contact arrangements for operational queries and complaints.....	58
6.1.1	Customer meter reading.....	58
6.1.2	Billing and debt collection	58
6.1.3	Operational Issues	58
6.1.4	Complaint handling processes	59
6.1.5	Obligations on water undertaker	59
6.1.6	Obligations on licensees	60
6.2	Customer contact arrangements for emergencies and events.....	60
6.2.1	Customers with particular needs	60
6.2.2	Large scale customer warning procedures	60
6.2.3	Obligations on water undertakers	60
6.2.4	Obligations on licensees	60
7	Supply system connections	61
7.1	Connection of licensee's source to supply system	61
7.2	Connection of qualifying premises to the supply system.....	61
7.3	Connection of secondary water undertaker's supply system to the primary water undertaker's supply system.....	61
8	Legal contract, arbitration and disputes resolution	62
8.1	Contract terms	62
9	Access pricing.....	64
9.1	Indicative access prices.....	64
9.2	Case specific access prices.....	64
10	Glossary of defined terms	65
	Appendix A Confidentiality Agreement.....	69
	Appendix B Action Limits.....	80

Introduction

1 Access code overview

This document sets out the general terms and procedures for granting Water Supply licensees access to the Wessex Water supply network to supply eligible customers in accordance with the Water Industry Act 1991 (WIA91). It has been developed in compliance with Ofwat's Access Code Guidance and outlines the procedures that will be followed in negotiating and concluding access agreements.

We undertake to deal with all applications for access promptly and efficiently. Whilst we acknowledge each case will be different our access code outlines the stages involved in considering a request by a licensee. It also covers the minimum standards of conduct and co-operation a licensee may expect from Wessex Water in dealing with a licensee's request for access.

Our access code sets out general terms and conditions on:

- the qualifications for access
- the forms of competitive access allowed.
- the application process
- the access criteria
- the Customer Transfer Protocol (CTP)
- control and balancing of the supply system
- supply system maintenance and emergency procedures
- customer contact arrangements
- supply system connections
- legal issues and dispute determination
- access pricing.

All prospective suppliers seeking access to Wessex Water's network will have to be licensed by Ofwat under the Water Supply Licensing Regime before they can supply water through Wessex Water's supply system.

1.1 Role of the access code

The Water Industry Act 1991 (WIA91) as amended by Water Act 2003 (WA03) and 2014 (WA14) permits a company that is the holder of a Water Supply Licence to have access to an undertaker's supply system to enable the licensee to supply water to eligible premises.

For the purposes of the new licensing arrangements an undertaker's supply system is defined in section 17B(5) WIA91 as comprising any water mains and other pipes which are used for conveying drinking (potable) water from the undertaker's treatment works to its customers' premises, and any non-potable networks which are not connected to any

potable system. Access to all other facilities (i.e. treatment works of a potable supply system and any upstream facility) lie outside this licensing regime.

Condition S of Wessex Water's Condition of Appointment requires Wessex Water to publish an access code setting out the basis upon which it will permit access to its supply system. Wessex Water's access code describes the standard policies and procedures for access to the Wessex Water Supply network.

Specific access to the Wessex Water supply network will be subject to an Access Agreement which will incorporate the terms and conditions set out in the Wessex Water access code and the specific nature of the licensee's proposed supply arrangements.

The Wessex Water access code applies to wholesale water supplies by Wessex Water to licensees and the introduction of water into Wessex Water's supply system by secondary undertakers and licensees.

Wessex Water will remain responsible for the safe and efficient operation of its supply system. It will retain overall control of all aspects of distribution and will continue to convey water to premises connected to its water supply system (including premises of persons who are supplied by licensees).

A current copy of Wessex Water's access code is published on our website and can be downloaded free of charge. Our access code is reviewed annually and will be modified throughout the year to reflect developments in water supply competition and changes in Ofwat's guidance.

1.2 Relevant framework documents

The Wessex Water access code is written in compliance with Ofwat's Access Code Guidance published September 2011. If there is any inconsistency between the text of the Wessex Water Access Code and the requirements of the Access Code Guidance the latter shall take precedence and prevail.

Ofwat's Access Code Guidance is written pursuant to Section 66D (4) and (6) WIA91 which requires Ofwat to issue guidance in accordance with the terms and conditions of agreements under sections 66A-66C WIA91.

The relevant framework documents include:

- primary and secondary legislation
- statutory and non statutory guidance
- Undertaker's conditions of appointment and other relevant documents.

References to the principal documents are listed below:

i) Primary and secondary legislation

Water Industry Act 1991

www.opsi.gov.uk/acts/acts2003/20030037.htm

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

www.opsi.gov.uk/si/si2005/20053075.htm

The Water Supply Licence (New Customer Exception) Regulations 2005

www.opsi.gov.uk/si/si2005/20053076.htm

The Water Supply Licence (Application) Regulations 2005

www.opsi.gov.uk/si/si2005/20051638.htm

The Water Supply (Water Fittings) Regulations 1999

www.opsi.gov.uk/si/si1999/19991148.htm

Competition Act 1998

www.opsi.gov.uk/ACTS/acts1998/19980041.htm

ii) Statutory and non-statutory guidance

Ofwat Access Code Guidance

http://www.ofwat.gov.uk/competition/wsl/gud_pro_accesscodes.pdf

Ofwat Guidance on Eligibility

http://www.ofwat.gov.uk/competition/wsl/wslpublications/gud_pro_wslelig.pdf

Ofwat Guidance on Applying for a Water Supply Licence

http://www.ofwat.gov.uk/competition/wsl/wslpublications/gud_pro_wslapplic.pdf

Ofwat Guidance on Secondary Supplies

http://www.ofwat.gov.uk/competition/wsl/wslpublications/gud_pro_secsuppguid.pdf

Ofwat Customer Transfer Protocol

http://www.ofwat.gov.uk/competition/wsl/pap_pos_wsltransprot.pdf

Ofwat Guidance on Strategic Supplies

http://www.ofwat.gov.uk/competition/wsl/gud_pro_stratsuppguid.pdf

Ofwat Water Supply Licensing Determinations Procedure

http://www.ofwat.gov.uk/competition/wsl/wslpublications/gud_pro_wslmaterpro.pdf

Office of Fair Trading Competition Act 1998 Application in the water and sewerage sectors

http://www.offt.gov.uk/shared_offt/business_leaflets/ca98_guidelines/oft422.pdf

iii) Conditions of Appointment

Wessex Water Instrument of Appointment

http://www.ofwat.gov.uk/industrystructure/licences/lic_lic_wsx.pdf

iv) Other relevant documents

DWI Information Letter 13/04 Common Carriage: Guidance on the Drinking Water Quality Aspects

www.dwi.gov.uk/regs/infolett/2004/info1304.shtm

DWI Guidance on the Water supply (Water Quality) Regulations 2000

www.dwi.gov.uk/regs/pdf/GuidanceMay05.pdf

DWI Guidance on the Notification of Events

www.dwi.gov.uk/regs/infolett/2004/info1204guidance.pdf

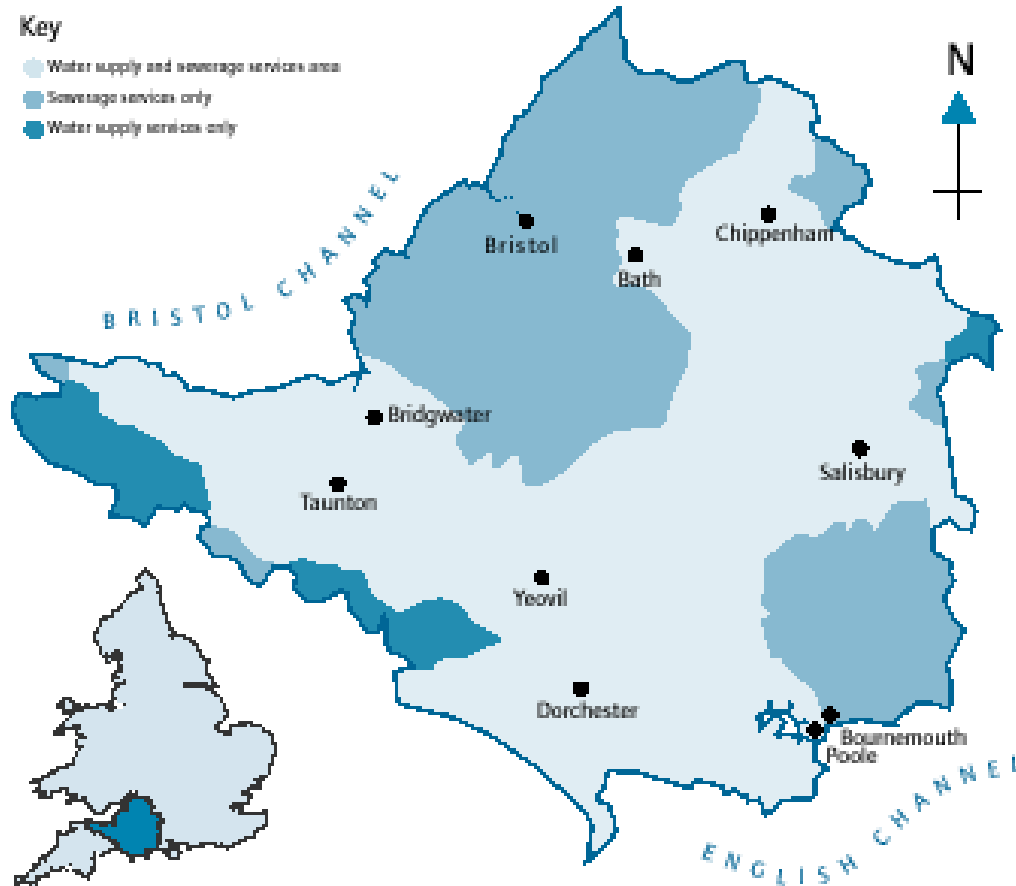
DWI Guidance to the Water Undertakers (Suppliers' Information) Direction 2009

<http://dwi.defra.gov.uk/stakeholders/guidance-and-codes-of-practice/info-directive.pdf>

1.3 Role of key industry players

1.3.1 Wessex Water

Wessex Water is the appointed water undertaker for the area illustrated below.



It is responsible for the public water supply network in the areas shown. Chapter 2A WIA91 places duties and obligations on water undertakers such that subject to certain conditions Wessex Water is obliged to provide the following services:

i) Primary undertaker

a) Wholesale water supply

Where a licensee requests Wessex Water to provide a supply of water under section 66A WIA91, and the premises are within Wessex Water's area, Wessex 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 Wessex Water carries out these duties are agreed with the licensee in accordance with Ofwat's Access Code Guidance and the costs principle section 66 WIA 1991..

b) Introduction of water into water undertaker's supply system

Where a licensee requests Wessex Water's permission to introduce water into its supply system, under section 66B WIA91, and in line with the requirements of the retail authorisation aspects of the combined license, Wessex Water has a duty to take steps to enable the licensee to make the introduction of water into the supply system. Having taken such steps Wessex Water is obliged to permit the introduction of water into its supply system, as requested.

Where a combined licensee requests Wessex 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 Wessex water's area, Wessex 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 Wessex water's supply system to the neighbouring secondary undertaker's supply system.

Having taken such steps, Wessex 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 Wessex Water carries out these duties are agreed with the licensee in accordance with Ofwat's Access Code Guidance and the costs principle.

ii) Secondary undertaker

Where a combined licensee requests Wessex 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 retail authorisation, Wessex 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 Wessex 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 Code Guidance and the costs principle. The introduction by a licensee into Wessex 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 Wessex Water is identified as a secondary undertaker within an access application, Wessex Water expects to be involved as necessary in discussions with the licensee and the primary undertaker. Wessex Water expects to receive copies of relevant details during the initial and detailed application stages for comment and to be able to request further details as necessary.

iii) Conditions under which duties do not apply

Section 66A WIA91 documents the circumstances under which the wholesale water supply duty by a primary undertaker does not apply.

The duty to provide a supply of water to a licensee, or to take steps to enable it to provide such a supply do not apply if both the first and second conditions below are satisfied, or if the third condition below is satisfied:-

- The first condition is that the premises to be supplied by the licensee consist only of land, and they do not include a building or part of a building; or the supply to be made by the licensee to the premises is for purposes other than domestic purposes.
- The second condition is that the provision of the supply by Wessex Water would require Wessex Water to incur unreasonable expenditure in carrying out works, in order to meet all its existing obligations to supply water for domestic or other purposes, together with its probable future obligations to supply water to buildings or parts of buildings for domestic purposes; or otherwise put at risk Wessex Water's ability to meet any of those existing or probable obligations.
- The third condition is that there is a contravention, as determined in regulations made under section 74 WIA91 and related to section 66A (6) 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.

Under sections 66B and 66C WIA91, a primary undertaker has no duty to permit the introduction of water by a combined 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 Wessex Water to incur unreasonable expenditure in carrying out works to meet:

- Existing obligations to supply water for domestic or other purposes.
- Probable future obligations to supply buildings and parts of buildings with water for domestic purposes,

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;
- The use of water in those premises.

1.3.2 Licensee

Licensees are the entrant suppliers under the WSL 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 (3) 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 Wessex 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 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 Wessex Water's supply system.

Licensees share responsibility with Wessex Water for compliance with the Water Supply (Water Quality) Regulations 2000 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. The Water Industry Act 1991 introduces a new duty 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.

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

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 combined 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.

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 Water Supply Licensing section of the DWI's website at www.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. They monitor water in the environment and issue 'abstraction licences' to regulate who can take water from the environment and how much they can take.

Water undertakers produce Drought Plans every 3 years, which identify how, during a period of drought, they will continue to meet their duties with as little recourse as possible to drought orders or drought permits. From October 2005 the production and publication of these plans became a legal requirement. The Environment Agency reviews these plans and advises the Government on their adequacy.

Water undertakers also 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. The production and publication of Water Resource Management Plans will become a statutory requirement in 2006.

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

In most cases, combined water supply licence applicants 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 of the Water Industry Act 1991) 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 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(5) or (6) of the Water Industry Act 1991 are satisfied. Ofwat will then make a determination.

Further information is available on the Environment Agency's website.
<http://www.environment-agency.gov.uk/business/sectors/32393.aspx>

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, Wessex Water will revise this access code to reflect relevant changes.

Further information is available on DEFRA's website:

www.defra.gov.uk/environment/water/index.htm

1.3.7 Consumer Council for Water

The Consumer Council for Water (CC Water) is an independent body that represents water customers' interests.

Further information is available on the CC Water website.

<http://www.ccwater.org.uk/>

1.4 Definition of services

Wessex Water will offer services to a licensee for the purposes of supplying water to the licensee's eligible customers. These services shall be subject to terms and conditions agreed with the licensee in accordance with Ofwat's Access Code Guidance and the costs principle.

These services are defined in terms of Wessex 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

i) Wholesale water supply

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

ii) Introduction of water into the supply system

Wessex 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.

Wessex 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

Wessex 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.

Wessex 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 Wholesale Supplies

2.1 Application process for a wholesale supply of water

All applications and enquiries related to a wholesale supply of water should be addressed to:

Head of Wholesale Services
Wessex Water
Operations Centre
Claverton Down
Bath
BA2 7WW
01225 524 375
wholesale@wessexwater.co.uk

2.1.1 Confidentiality agreements

Condition R and Standard Licence Condition 2 impose an obligation on Wessex Water and licensees not to use or disclose information inappropriately. Condition R also requires Wessex Water to ensure that legally enforceable terms exist concerning the confidentiality of information.

Licensees must agree with Wessex Water a pre-contract confidentiality agreement at the start of any negotiations. The purpose of this is to ensure that neither party discloses information without consent or misuses information received.

Appendix A contains a draft of the confidentiality agreement licensees will be required to enter into prior to detailed negotiations with Wessex Water.

The confidentiality agreement in its current form is available without charge. Note that nothing in the confidentiality agreement prohibits Wessex Water from communicating with our existing customers or limits any obligations it may have under the Environmental Information Regulations 2004. All communication with our customers shall be conducted in accordance with Ofwat's guidance on undertaker's code of conduct for competition compliance. A breach of a confidentiality obligation by any party could give rise to legal proceedings or enforcement by Ofwat under Condition R and Standard Licence Condition 2.

2.1.2 Information requirements

The OFWAT Access Code Guidance at paragraph 2 and the Common Contract sets out the process including information required to support an application together with a timetable.

2.1.3 Operational Code and Common Contract

The Access Code Guidance contains the Operational Code and Common Contract governing the wholesale supply of water by Wessex Water. The Code and Common Contract are incorporated into the Wessex Water Access Code by reference as if expressly set out. They can be read at http://www.ofwat.gov.uk/competition/wsl/gud_pro_accesscodes.pdf

2A Application for a combined supply

This section sets out the application process for combined supply access.

All applications and enquiries related to combined licence access should be addressed to:

Head of Wholesale Services
Wessex Water
Operations Centre
Claverton Down
Bath
BA2 7WW
01225 524 375
wholesale@wessexwater.co.uk

2A.1 Process requirements

2A.1.1 Confidentiality agreements

Condition R and Standard Licence Condition 2 impose an obligation on Wessex Water and licensees not to use or disclose information inappropriately. Condition R also requires Wessex Water to ensure that legally-enforceable terms exist concerning the confidentiality of information.

Licensees must agree with Wessex Water a pre-contract confidentiality agreement at the start of any negotiations. The purpose of this is to ensure that neither party discloses information without consent or misuses information received.

An extension of the confidentiality provision will be included in individual access agreements.

Appendix A contains a draft of the confidentiality agreement licensees will be required to enter into prior to detailed negotiations with Wessex Water.

The confidentiality agreement in its current form is available without charge. Note that nothing in the confidentiality agreement prohibits Wessex Water from communicating with our existing customers or limits any obligations it may have under the Environmental Information Regulations 2004. All communication with our customers shall be conducted in accordance with Ofwat's guidance on undertaker's code of conduct for competition compliance. A breach of a confidentiality obligation by any party could give rise to legal Proceedings or enforcement by Ofwat under Condition R and Standard Licence Condition 2.

2A.1.2 Information requirements

The information requirements for Combined Licence Agreements are presented below.

2A.1.2.1 Combined Licence Information Requirements

There are four stages to a combined licence application.

Stage 1 Introduction (Optional)

Stage 2 Initial application

Stage 3 Detailed application

Stage 4 Contract stage.

Tables 1- 4 below present:

- The purpose and detail of the information required at each stage of a combined licence application.
- The expected timescales for each stage
- The nature of the feedback to be expected.

The fees the licensee will be charged.

Table 1 Combined licence introduction stage

Table 1 Combined licence introduction stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<p>Purpose:</p> <ul style="list-style-type: none"> To enable the licensee gain a better understanding of possible opportunities in the Wessex Water region. Provide clarification on terms of access to the Wessex Water system. Provide an outline overview of the licensee's proposals. <p>Information requirement</p> <ul style="list-style-type: none"> Confirmation of type of licence held Contact details Registered address Initial summary of proposals Timescales Sensitivities Outline of intentions for sewerage services Acknowledgement of receipt of Wessex Water access codes Confirmation of notification of sewerage undertaker if appropriate Confirmation of notification of 	<p>Acknowledgement of licensee letter requesting introductory meeting within 5 working days of receipt.</p> <p>Offer of meeting to discuss licensee's proposals within 10 working days of request.</p> <p>Draft confidentiality agreement provided within 10 working days of receipt of information.</p> <p>Confirmation of basic information required for initial application provided within 10 working days of receipt of information required.</p>	<p>Informal comments on licensee's proposals.</p> <p>Confirmation of Wessex Water procedures and access code requirements.</p> <p>Confirmation of basic information required to submit initial application</p> <p>Comment on sewerage undertaking issues</p> <p>Draft confidentiality agreement</p>	<p>No charge levied.</p> <p>See section 3.1.4</p>

Table 1 Combined licence introduction stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
secondary undertaker if appropriate.			

The initial application stage consists of two parts.

Part 1 – Confirmation of duly made application.

This involves assessment of the licensee’s initial application, identification of any additional information requirements, assessment of the scope and cost of the engineering works that would be required to process the licensee’s proposal. On receipt of any required additional information and acknowledgement by the licensee of the scope and costs of the works to be undertaken, Wessex Water will confirm that the application has been **duly made**.

Part 2 Processing the duly made application.

Table 2 Combined licence initial application stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<p>Purpose:</p> <ul style="list-style-type: none"> To provide an initial comment on the feasibility of the licensee’s proposals. To provide where possible preliminary indicative non binding price and non price terms <p>Information requirement</p> <ul style="list-style-type: none"> Signed consent from customer stating that the named customer has expressed an interest in the licensee becoming its new supplier. The date of the consent form shall be no more than 2 months prior to the date of the application. Waiver from customer of any restrictions on disclosure by Wessex Water Type of premises to be supplied Customer details Customer reference number 	<p>Part 1 Confirmation of duly made application</p> <p>Target of 10 working days to assess information supplied, determine the scope of the works to be undertaken and advise the licensee of any additional information requirements.</p> <p>On receipt of any requested information and acknowledgement of the scope and costs of the works to be incurred in progressing the next stage of the application process Wessex water will issue confirmation of the duly made</p>	<p>Part1</p> <p>Specification of any additional information requirements.</p> <p>Confirmation of duly made initial application</p> <p>Part 2</p> <p>Comment on feasibility of licensee’s initial proposals</p> <p>Where possible offer preliminary indicative non binding price and non price terms</p> <p>Indicative cost and specification of works for detailed application stage.</p>	<p>No charge levied.</p> <p>See section 3.1.4</p>

Table 2 Combined licence initial application stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<ul style="list-style-type: none"> • Customer volumes and demand pattern • Formal confirmation of the items listed in the introduction Stage. • Detailed service level required from Wessex Water. • Details of where and how the licensee will make a supply available to the boundary of the Wessex Water region • Operational information required from Wessex Water prior to and during the contract. For instance changes in pressure, changes in water quality etc • Risk of supply interruptions • Frequency and detail of information etc • Impact of proposals on sewerage billing. 	<p>application within 5 working days.</p> <p>Part 2</p> <p>Processing duly made initial application</p> <p>Target of 20 working days from confirmation date of duly made initial application.</p>		

The detailed application stage consists of three parts.**Part 1** Confirmation of duly made application.

This involves assessment of the licensee's detailed application, identification of any additional information requirements, review of the scope and cost of the detailed engineering works that would be required to process the licensee's proposal. On receipt of any additional information required and acknowledgement by the licensee of the scope and costs of the works to be undertaken, Wessex Water will confirm that the application has been **duly made**.

Part 2 Processing the duly made detailed application.**Part 3** Making an offer following completion and receipt of all tests, investigations, and reports, including those requested from the DWI, EA and Strategic Health Authority.

Table 3 Combined licence detailed application stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<p>Purpose:</p> <ul style="list-style-type: none"> To enable Wessex Water to determine specific terms for access and conduct all necessary supporting feasibility studies and tests based on licensee's detailed proposals. <p>Information requirements</p> <ul style="list-style-type: none"> The grid reference location of each customer's premises; An estimate of each customer's demand, including a demand profile and indications of diurnal and seasonal variations; The forecasts of each customer's demand for the duration of the proposed contract 	<p>Part 1</p> <p>Confirmation of duly made application</p> <p>Target of 10 working days to assess information supplied and advise licensee of any additional information requirements and revised costs of initial engineering budget estimate</p> <p>Confirmation of duly made detailed application within 5 working days of receipt of additional information requested and acknowledgement of the scope and</p>	<p>Part1</p> <p>Specification of any additional information requirements.</p> <p>Scope and cost of detailed engineering assessment.</p> <p>Confirmation of duly made detailed application</p> <p>Part 2</p> <p>Report on results of detailed application.</p> <p>This will include detailed engineering,</p>	<p>No charge levied.</p> <p>See section 3.1.4</p>

Table 3 Combined licence detailed application stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<ul style="list-style-type: none"> • The location of the points of entry and exit, and hydraulic requirements; • The supply and demand data. • Average and peak deployable outputs of the licensee’s source. • The supply pattern and variations in demand. • The details of any supply or demand management contingency arrangements for drought periods; • Water resource details • Type of water resource being used. • Source reliability • Source back-up mechanisms. • Thorough risk assessment by the licensee of any proposed source to include an assessment of exposure to pollution incidents, vandalism and other risks. • Evidence of abstraction licence including any associated conditions. • Water quality assessments to include: the predicted quality of water entering the system, history of contamination of the raw water source, this should include as a minimum bacteriological, phosphate, pH, conductivity, alkalinity, total hardness and nitrate ; • The level of treatment proposed, with particular attention to disinfection practices. Details of any additional treatment requirements such as 	<p>costs of the works to be incurred in progressing the next stage of the application process</p> <p>Part 2 Processing duly made detailed application</p> <p>Target of completing the detailed assessment within 50 working days of duly made detailed application.</p> <p>Duly made detailed application to include receipt of all required information from the licensee and all other parties such as the DWI, EA etc.</p> <p>Part 3 Making an Offer</p> <p>Target of making firm offer within 10 working days of completing all tests, investigations, and reports including those requested from the DWI, EA and strategic Health Authority</p>	<p>operational, and quality specifications which will form part of the access agreement.</p> <p>Part 3 Offer</p> <p>Firm offer of access (price and non-price terms) subject to contract.</p>	

Table 3 Combined licence detailed application stage			
Information requirements	Timescales	Wessex Water feedback	Application fees
<p>plumbosolvency control and fluoridation.</p> <ul style="list-style-type: none"> • Details of the licensee’s cryptosporidium risk assessment, testing process and results to date; • The safeguards and procedures in the event of treatment failure; • The water quality requirements of the potential customer(s); proposals for monitoring to ensure compliance with water quality regulations. • Evidence to demonstrate the licensee’s systems for informing customers of emergencies. 			

Table 4 Combined licence contract stage			
Information requirements	Timescales	Wessex Water Feedback	Application Fees.
<p>Purpose:</p> <ul style="list-style-type: none"> To negotiate an acceptable contract for access. <p>Information requirements.</p> <ul style="list-style-type: none"> Licensee’s acceptance of offer of price and non price access terms. 	<p>Wessex firm offer of price and non price access terms open for negotiation and acceptance within 15 working days.</p> <p>On acceptance of offer signed contract to be issued by Wessex Water within 10 working days</p> <p>Signed contract valid for licensee’s execution within 10 working days.</p> <p>Ofwat expectation for contract negotiation stage to be completed within 40 working days</p>	<p>Signed contract for licensee’s execution</p> <p>Allocation of unique premises reference number for use when transferring under the customer transfer protocol.</p>	<p>See above.</p>

2A.1.3 Application fees

The Ofwat Access Code Guidance does not permit Undertakers to recover the costs incurred in processing wholesale or combined applications for access.

The issue of cost recovery has been a source of much contention in the industry. We believe that the costs of competitive entry should not be met by ineligible customers or indeed by Undertaker's shareholders.

However in accordance with the Ofwat Access Code Guidance and without prejudice to any action we may take in the future we will not levy on the new entrants any internal costs incurred by Wessex Water in progressing their application.

However all costs incurred will be captured and we reserve our position on the recovery of these costs in the event of a change or clarification of legislation or guidance.

The Access Code Guidance places an obligation on Undertakers to understand the costs incurred and agree with licenses the work to be undertaken at each stage of the application process.

Since the costs of such work will form part of a future review of the cost of competition by Ofwat and it may form part of a future claim for cost recovery - we propose notifying the licensee of the costs likely to be incurred at each stage of the application process and seeking their agreement prior to proceeding with the work.

This will ensure that all parties are clearly aware of the costs of the application as it proceeds and the costs of any abortive work.

At each stage of the application process we would normally require that the licensee acknowledges the following:

- That the licensee has used all reasonable skill, care and attention in providing any information Wessex Water will be relying upon in undertaking any engineering design or feasibility investigation works.
- The scope and extent of works that will be undertaken in progressing the next stage of the application process.
- The indicative costs that will be incurred by Wessex Water and will be recorded against the application. This is important as such costs will be used as a benchmark for future cost reviews to be supplied to Ofwat and may if the legislation changes or Access Code Guidance permits be recoverable against the project or the licensee

Any external costs payable to external bodies such as the DWI, or the Environment Agency to progress the licensee's application will be fully rechargeable.

2A.1.5 Credit provisions and credit limits

Credit provisions and credit limits shall be negotiated with licensees on a case by case basis.

Negotiations concerning credit provisions shall be informed by a credit check on the licensee's financial standing as provided by a reputable independent credit checking organisation. The licensee will not be charged for the costs of any credit checks.

Previous versions of the Ofwat Access Code Guidance did not permit us to request security deposits, bonds, guarantees or advance payment from licensees even where our Charges Scheme would permit us to do so with our existing customers.

In exceptional circumstances where the licensee's credit worthiness is independently assessed as being a significantly increased risk compared to the line of credit that the licensee would require to be set up with Wessex Water, we reserve the right to refer the matter to Ofwat.

2A.2 Confirming eligibility

This section should be read in conjunction with Ofwat's guidance on eligibility.

Section 17A (3) WIA91 sets out three requirements that must be satisfied in relation to each of the premises supplied by a licensee:

1. The customer's premises must not be household premises as defined in Section 17C WIA91
2. 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 not be not less than 5 megalitres (MI), (the 'threshold requirement')
3. The premises must not be supplied by another licensee. However the customer may be supplied by a licensee and one or more water undertakers.

2A.2.1 Responsibilities

It is the licensee's responsibility to establish and continue to monitor its customer's eligibility under the Water Supply Licensing regime.

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.

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. A licensee could also 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 requirement to be reassessed and tested to confirm the premises continued eligibility.

For example, a customer may sell part of its premises so that the original premises is split and is occupied by different customers.

However as long as the threshold 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, the premises can continue to be supplied by the same licensee for the duration of the undertaking even if consumption falls below the threshold.

Licensees should refer to the OFWAT guidance document on eligibility and seek their own legal advice if they are unsure whether a customer's premises are eligible.

2A.2.3 Household / non-household premises

Premises that satisfy the single set of premises eligibility referred to above must also satisfy the requirement in section 17A(3)(a) WIA91 that the premises are not household premises.

The WIA91 provides for the supply of water for domestic and non-domestic purposes. The purposes refer to the primary purpose for which water is used. In section 218 WIA91, references to 'domestic purposes', in relation to a supply of water to any premises, are to the drinking, washing, cooking, central heating and sanitary purposes for which water supplied to those premises may be used.

Section 17C WIA91 defines household premises as premises in which, or in any part of which, a person has his home. But section 17C also states that 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.

Ofwat's Guidance on Eligibility offers a list of premises that are considered likely to be household and non-household premises for the purpose of WSL. All applicants for access should consider whether their proposal meets the eligibility criteria by considering the terms of the Act and Guidance and take legal advice as necessary.

2A.2.4 Volume 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 to be supplied annually

to the premises pursuant to the undertaking by the licensee is not less than 5Ml. The threshold relates to the amount of water supplied by the licensee using one or more water undertakers supply systems (as defined in section 17B(5) WIA91). The amount of water that a customer receives by means of private supplies does not count towards assessing whether the threshold is met.

2A.2.5 Supply arrangements for licensees

Section 17A WIA91 prohibits the supply of an eligible premises by more than one licensee. However, a premises may be supplied by a single licensee and one or more undertakers.

For the purpose of satisfying the threshold requirement, water can be supplied to premises using both retail and combined licensed activity. Provided the total quantity of water to be supplied to the premises is not less than 5Ml/yr, it is irrelevant whether the licensee is supplying the premises by means of a retail supply or a combined supply or both. For example, where a customer expects to consume 5Ml of water a year, a licensee can supply that customer with 4Ml through common carriage and the remaining 1Ml by purchasing the supply of water from Wessex Water and retailing it to the customer's premises.

2A.2.6 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 (5) 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.

Section 17A (5) provides that the supplementary 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 is to take place. Ofwat interpret this to mean that a physical link is required between the combined licensee's introduction point and its customer's premises.

Wessex Water retains overall responsibility for the management of its network and may choose to effect supply to the customer by direct flow or displacement.

2A.2.7 Customers in debt

Any outstanding debt owed by customers in relation to the premises named in an application must be settled by either the licensee or the customer prior to switching. Under the Customer Transfer Protocol Wessex Water is entitled to object to any customer switching unless acceptable arrangements for the repayment of any outstanding water debt

have been made before the final change of supplier takes place. Standard Licence Condition 6 (Customer transfer protocol) and Condition S define debt as charges by the old supplier for a supply of water to customer's premises, which have not been paid for 30 days or more after that supplier served notice demanding payment.

2A.3 Application process

2A.3.1 Combined supply arrangements

See Figure 1: Flow chart of the combined supply application process.

i) Stage 1: Initial contact

The purpose of the initial contact stage together with the information requirements, timescales, application fees and feedback the licensee can expect from Wessex Water in response to this stage is detailed in section 2A.1.2.

The initial contact stage is not mandatory but is advisable as it will help both parties to get a better appreciation of each other's position and policies.

ii) Stage 2: Initial application

The purpose of the initial application stage together with the information requirements, timescales, application fees and feedback the licensee can expect from Wessex Water is detailed in section 2A.1.2.

This stage is mandatory and is made up of two distinct parts.

The first part is an outline review of the information provided and identification of the initial engineering design or appraisal works that need to be carried out to assess the application. It is expected that this will take approximately 10 working days depending on scope of works. The output of the first part of the initial application stage will be a budget price and specification of the engineering deliverables required to produce an initial view on the licensees proposals.

On receipt of acknowledgement of the scope and costs of the works to be undertaken for the initial engineering investigation along with any information requested the initial application will be considered **duly made** and the work will commence. It is expected that this work will be completed within 20 working days of the application being **duly made**.

iii) Stage 3: Detailed application

The purpose of the detailed application stage together with the information requirements, timescales, application fees and feedback the licensee can expect from Wessex Water is detailed in section 2.1.2.

This stage is likely to involve consultation with the DWI, the EA and possibly other regulatory bodies.

iv) Stage 4: Detailed contract negotiation

The contract will include clauses dealing with:

- payment terms including frequency;
- arrangements for dealing with any outstanding debt; and
- a service level agreement setting out the specific support services to be provided by the water undertaker to the licensee.

It will also take into account any quality issues that both parties need to agree and accept. The contract will comply with the Wessex Water access code and Ofwat's Access Code Guidance.

A transfer date shall also be included in the contract, making due allowance for completion of actions under the CTP.

The terms offered by Wessex Water shall where possible be open to discussion and acceptance for up to 6 months. After this time the offer shall expire. However the licensee should **note that during this time** Wessex Water may make an offer to a second licensee which may if accepted have a material impact on the validity of the offer made to the first licensee. In such circumstances if the second licensee were to accept the offer presented by Wessex Water ahead of the first licensee, then the offer made to the first licensee will be withdrawn and where appropriate another offer will be made.

Licensees should be aware that the Access Code Guidance does not permit undertakers to advise licensee's when there is a race for a mutually exclusive offer.

Provision of information to the sewerage undertaker

Standard Licence Condition 5(8) of the Water Supply Licence (Provision of information to relevant undertakers) requires the licensee to inform any third party sewerage undertaker who provide or will provide services to any premises which are connecting to the water undertaker's supply system for the first time, to enable the sewerage undertaker to start billing the new customers.

Wessex Water does not provide water supply services to any areas where it is not also the sewerage undertaker. In this regard any application for access to the Wessex Water supply region will not normally necessitate the sharing of licensee's proposals to a third party sewerage undertaker.

However Wessex Water does provide sewerage services in a number of areas where it is not also the water supply undertaker. In these cases Wessex Water should be consulted as a Sewerage Undertaker on Licensees proposals.

Combined Supply Application Process

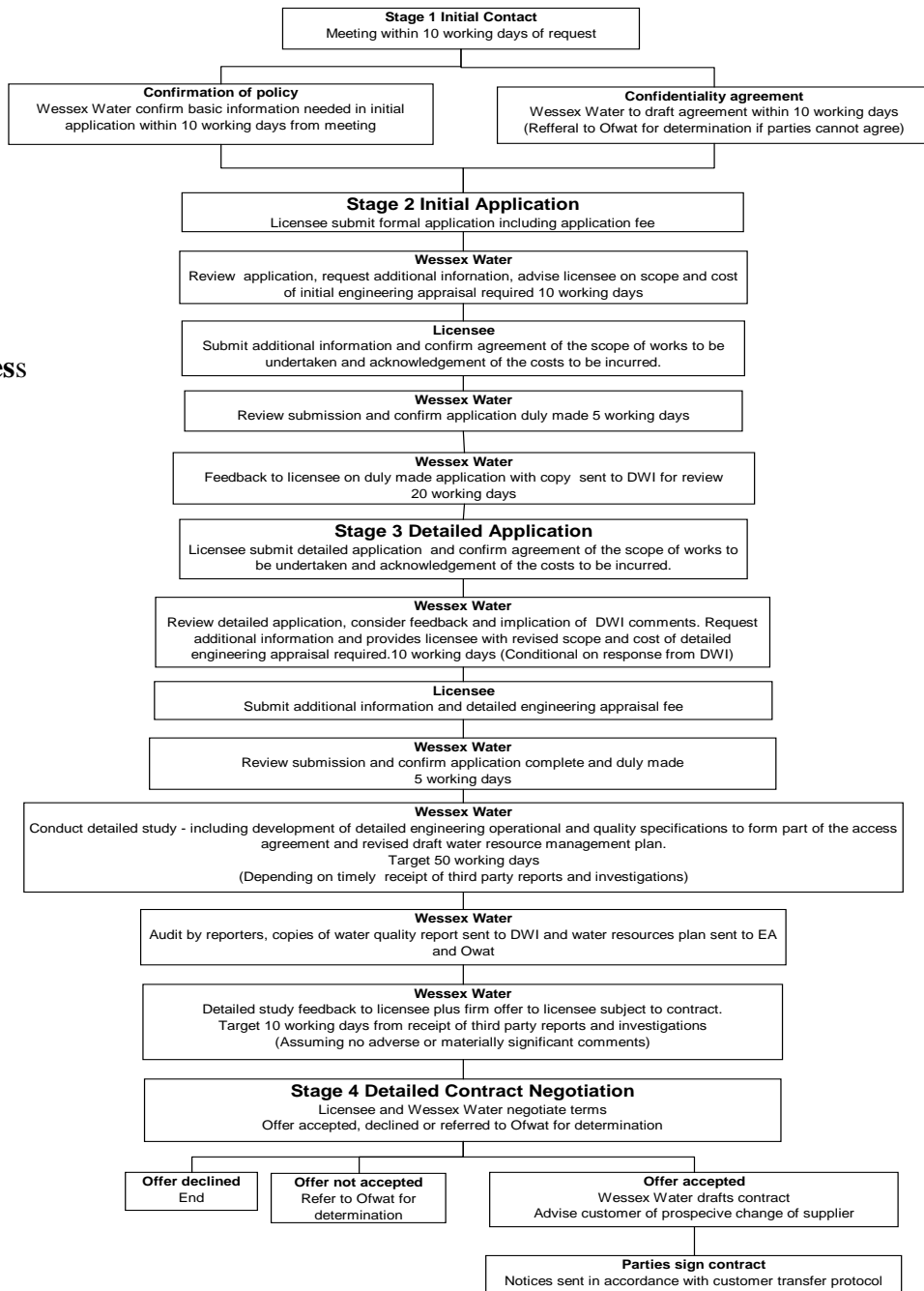


Figure 1
Flowchart of
combined supply
application process

2A3.3 Objections and rejection process

Wessex Water, licensees (in the case of a customer transferring from one licensee to another), the DWI and other relevant parties may discover during any stage of the application procedure that an application cannot be progressed. As well as the conditions in sections 66A-66C WIA91, the following list provides examples of the types of objection that might arise during the application procedure. (See the CTP for details on customer transfer objections between water suppliers.)

- The incoming supplier has provided insufficient or incorrect details to the relevant parties to allow the customer to transfer.
- Refusal by the licensee to provide necessary information.
- The appointed water company or earlier licensee considers that the customer's premises are not eligible.
- An application by another licensee to supply the customer has been accepted.
- The licensee's proposals are impracticable, for example unfeasible hydraulic conditions.
- Unacceptable water quality implications.
- Concerns over source risk assessment.
- National security reasons.

The person making the objection should give the applicant full reasons for the objection in writing as soon as possible. Wessex Water will comply with any request for a meeting to discuss the objection and parties should seek to negotiate solutions to enable the application to progress where possible.

The licensee may request details of any outstanding debt owed by customers in relation to the premises identified in the application. The parties should make appropriate arrangements for the repayment of any outstanding water debt before the final change of supplier takes place under the CTP. If a customer has outstanding debt and no arrangement has been made for its repayment or the assignment of the debt to the incoming supplier, it is possible to raise an objection as part of the CTP. Debt to Wessex Water and other debts should not be reasons for objection to a customer transfer. It is for the licensee to decide whether they wish to take on a customer, having considered its credit record.

If an objection is made to an access application and agreement cannot be reached, the licensee may refer the matter to OFWAT for a determination. Please see OFWAT 'Procedure for handling water supply licensing determinations' (November 2005) for further information.

2A.4 Access criteria

2A.4.1 Water quality input specification

The licensee will in all cases be expected to meet a standard which exceeds the Water Supply (Water Quality) Regulations 2000. The licensee will be required to achieve 95% compliance with Wessex Water action limits (see Appendix B) and compliance with the Prescribed Concentration Value (PCV) set out in the Regulations at all times.

As indicated above the licensee will be required to supply a comprehensive analysis of the source water with as long a time sequence as possible, but preferably not less than three years.

All analytical data should be provided by a laboratory which has UKAS (United Kingdom Accreditation Service) accreditation or equivalent.

Wessex Water will consider the likely impact of the licensee's source water on the network and the likely effect of the mixed water (licensee and undertakers) during the detailed application period. As part of this consideration, specific water quality monitoring may be undertaken. Where the potential mixed water may cause problems with customer acceptability or the wholesomeness of the water then the licensee will be required to put in place, at his expense, such measures as are required to ensure that the mixed water would be satisfactory.

i) Quality parameters

The Licensee must at all times comply with the list of quality parameters and the sampling frequencies required by the Water Supply (Water Quality) Regulations 2000. These regulations may be updated by DWI from time to time and the licensee would be required to comply with any such new standards from the date required by DWI.

ii) Special circumstances relating to water quality standards

If in the event of an emergency it is not possible to maintain standards as required the following responsibilities are required of each party:

- If the licensee will be supplying water which does not comply with the "Regulations" they will notify Wessex Water immediately indicating what action they propose to bring their supply back into compliance. Wessex Water will contact DWI to ensure that this course of action is acceptable. If DWI do not find this acceptable then Wessex Water will either continue to supply the customer, and make a suitable charge to the licensee, or will require the licensee to make alternative arrangements to supply the customer. Wessex Water will however reserve the right to refuse to permit the entry of sub-standard water into the supply network.

- In the event of Wessex Water having quality problems, we will work closely with DWI and agree the most appropriate course of action with them. We will also notify the licensee as soon as possible to enable them to contact the customer.

2A.4.2 Water flow and pressure

Wessex Water operates its distribution network under a strict pressure control regime as part of our strategy to minimise leakage. On receipt of the detailed application from the licensee, we will model the system to determine the impact of the introduction of the new source on the existing pressure control regime. Wessex Water would endeavour to undertake the necessary modifications to the network to maintain the control on leakage, at the licensee's cost.

2A.4.3 Water quality sampling and monitoring

Wessex Water undertakes sampling at treatment works and water supply zones in accordance with the requirements of the Water Supply (Water Quality) Regulations 2000.

In the event of a new source being introduced by a licensee, Wessex Water will review the impact on our water quality zones. The access price assumes that there is no impact on the number of water quality zones. The impact of the individual introduction will be assessed during the detailed application period and the results included within the access agreement. New sampling points will require monitoring in accordance with regulations. The access price will include for statutory sampling of the source and Water Quality zones for the necessary parameters. In the event of a failure, further investigatory samples will be required which will be at the licensee's cost.

The Licensee will be required to provide continuous measurement of quality parameters with an automatic shutdown facility when agreed threshold levels are breached. As a minimum chlorine and turbidity levels will be monitored. The access agreement will include details of any additional parameters which will require monitoring/control.

In the event of the Licensee becoming aware of a change in the quality of the water they are introducing into the Wessex system, whether or not it breaches the Water Supply (Water Quality) Regulations 2000, should notify the Compliance and Audit Section of Wessex Water by telephone with confirmation by email.

Where water quality monitoring, either by fixed monitors or by routine sampling, demonstrates that the quality of water supplied by the Licensee is failing to meet the standards required by the Water Supply (Water Quality) Regulations 2000 or has varied from the quality range indicated by the Licensee during the application process, and such failure or variation could adversely affect the quality of supplies to customers in the Wessex supply area, then the Licensee will be required to terminate the supply

immediately. The Licensee will be notified of the requirement to terminate the supply by a member of the Compliance and Audit Section by telephone with confirmation by email.

2A.4.4 Volume measurement

The volume of input will be measured by a meter sized dependent on the proposed flow and profile of use. This will be determined during the detailed application stage. The meter will be equipped with three pulse outputs for connection to automatic reading devices (which can be connected to the Wessex Water telemetry system) and a pressure tapping should also be provided. It is anticipated that if not already fitted, a similar monitoring system will also be fitted to the customer(s) meter(s).

3 Customer transfer protocol (CTP)

The contents of this section have been prepared by Ofwat for inclusion in undertakers access codes.

For detailed information refer to the Ofwat Customer Transfer Protocol (CTP).

http://www.ofwat.gov.uk/competition/wsl/pap_pos_wsltransprot.pdf

3.1 Principles

Standard licence condition (SLC) 6 and condition of appointment S require licensees and water undertakers, respectively, to comply with Ofwat's CTP. Relevant sections of the Water Industry Act 1991 (as amended by the Water Act 2003), condition of appointment R and SLC 4 also place a duty on licensees and water undertakers to exchange certain information.

Ofwat has developed the CTP with the assistance of customer representatives, potential licensees and water undertakers. The CTP provides a clear, simple and standardised process for the timely and efficient transfer of customers between:

- (a) any water undertaker and any licensee;
- (b) any two licensees.

3.2 Rules of behaviour

All licensees and water undertakers are required to comply with the rules of behaviour of the CTP, as specified in the CTP as issued by Ofwat and as amended from time to time.

3.3 Data transfer

The CTP specifies the data flows, the data items required within each data flow and the timescales that apply for transmission of those data flows. All licensees and water undertakers must comply with those requirements.

CTP data flows in the data format prescribed by the CTP should be sent to:

ctp@wessexwater.co.uk

For any queries concerning the customer transfer process please contact Head of Wholesale Services on 01225 524 375

3.4 Registration and operational processes

All water undertakers and licensees must follow the operational processes in the CTP for effective customer transfer and the resolution of disputes on transfer.

4. Control and balancing of supply system

4.1 Supply system management

4.1.1 Unbilled water

This section defines the processes to address the following issues.

i) Leakage

Ofwat's Access Code Guidance indicates that licensee shall only be required to introduce into undertaker's network sufficient water to meet the exact demand of the licensee's customer taking no account of potential leakage in the supply system.

ii) Unauthorised use of water

The licensee shall be responsible for any illegal connections or theft of water on its customer's premises.

iii) Fire water

Wessex Water is responsible for the provision of water for fire fighting purposes. Licensees will not be charged, or be required to contribute additional resource for water used for the purpose of fire fighting (including the testing of appliances).

4.1.2 Security of supply

i) Drought plans

Wessex Water have a detailed drought contingency plan which has the key objective that supplies will be available to customers with no restrictions in weather conditions similar to 1975/1976. Where weather conditions are worse than the WRP, a formal drought contingency plan has been developed which details the measures that would be implemented at certain times

As part of the detailed application we require that the licensee should provide details on the reliability and yield of the source(s) that they propose to use which should include the calculated deployable output under drought conditions (and will include information on the likely return period). This should indicate the level of drought under which the assessment has been carried out. The licensee should also provide details of any plans they have to maintain supplies to their customers in the event of their yields reducing below the demands of their customer(s). The information supplied by the licensee will be incorporated within a revised drought contingency plan. This revised plan will be provided to the Environment Agency.

Additional information is required from the licensee on the likely outage of their supply which should include a detailed risk assessment on likely pollution incidents, vandalism and other risks.

Where the licensee is not able to maintain adequate supplies to meet the demands of their customer(s) (including the required allowances), Wessex Water reserve the right to constrain the use by the customer(s) to the level of resource made available by the licensee subject to any terms of agreement and Wessex Water's statutory obligations under the section 63AC WIA91 interim duty of supply. The exact terms and arrangements for dealing with licensee supply failures shall be negotiated and agreed as part of the licence application detailed contract negotiation stage.

ii) Resource planning

Wessex Water produce internal resource plans on a monthly (for the current year) and an annual basis. Formal water resource plans are produced every five years following guidelines laid down by the Environment Agency.

The licensee will be required to supply information for both the internal plans and the formal Water Resources Plan. On a monthly basis the licensee will be required to provide a forecast for the coming year of demands from their customer(s) and confirmation of the volumes of water which will be introduced into the Wessex Water network.

4.1.3 Telemetry requirements for supply system control

It is anticipated that the source will be supplied through a meter at the boundary of the Wessex Water network, which is unlikely to be at a service reservoir. As detailed earlier, the meter at the boundary will be connected to a device which can be connected into the Wessex Water telemetry system and can be configured on the SCOPEX system. This will permit the monitoring of flows at all times and will permit the use of alarm facilities on high or low flows.

The licensee will be required to make available a 24 hour service to answer reasonable queries on the source and customer demands at any time during emergency situations.

4.1.4 Secondary connections

Once the licensee has an access agreement for a customer, before the supply can be extended to further customers, a formal application process has to be undertaken for the revised volumes of introduction, demand patterns and quality of the introduction. A revised or new access agreement will be developed for the new, extended volumes of supply.

4.1.5 Supply system maps and plans

The Wessex Water distribution network is mapped electronically on its GIS system. Hard copy information will be supplied to the licensee. The licensee is required to provide plans of their network system up to the Wessex Water boundary, and any additional pipework constructed on the customers premises.

4.1.6 Point of entry controls and failure modes

The licensee's supply system should include for auto-shutdown facilities for an appropriate range of parameters (to be decided following the detailed application) which will include chlorine and turbidity. Other parameters will be subject to the nature of the source and specific site sensitivities. The shutdown facility should include an alarm which would be passed to Wessex Water Control Room immediately.

A suitable sample tap will be provided as close to the point of entry to the Wessex Water network as possible. The tap needs to be accessible at all times and must be located so as to give a representative sample of water delivered to the Wessex Water network.

4.2 Metering services

An appropriately sized meter will be required at the point where the supply is introduced into the Wessex Water supply network, and at the point of supply to customer(s). As indicated earlier, metering at both ends will require permanent logging through a suitable system with connection to the Wessex Water SCOPEX system.

The licensee will be required to supply demand patterns for their customer(s) to include any seasonal/diurnal patterns of demand and an indication of the peak instantaneous demand that may be required. This information will be used to determine the correct size of meter for both locations.

4.2.1 Meter asset management

Wessex Water will retain ownership of the input meter, the customer meter and the logging devices. The licensee will be required to pay for the supply, maintenance and replacement at cost price.

i) Metering solutions available

The meter will be an inferential type meter with a three (3) pulse output.

ii) Meter installation

The meter will be installed by Wessex Water in a chamber preferably in the footpath or verge. The charge will be case specific and all costs connected with the installation will be recovered. A quotation based on the specific requirement will be offered to the licensee. In the event that the licensee wishes to install the input meter themselves, the installation must be approved and inspected by Wessex Water prior to the commencement of and during the work.

iii) Meter maintenance

The meters in use within Wessex Water are maintenance free.

4.2.2 Meter calibration and verification

Wessex Water uses factory calibrated meters. In the event of any doubt concerning the validity of meter recordings, the licensee may request that a new meter is installed and the old meter be returned to the factory for calibration testing. This shall be subject to the licensee agreeing that in the event that the meter proves to be recording accurately within the prescribed manufacturer's tolerances the licensee shall meet the full costs of the meter replacement exchange.

4.2.3 Meter reading and meter reading verification

Supply and customer meters above a certain threshold typically have loggers fitted. Readings from these devices are taken and used for operational purposes.

Unless agreed otherwise the licensee shall take physical readings from both the supply and customer meter every month and send these to Wessex Water in an approved format. This format shall include the billing system reference number (Rapid Meter Ref), the Meter Reading, the Reading Date and Reading Indicator (i.e. Estimated or actual). Further details will be agreed and specified during the detailed application stage.

For a small number of customers it may be acceptable to send the data in a spreadsheet via email. However above a certain number of customers significant additional processing costs may start to be incurred in manually entering on to our billing system data sent in by the licensee. In such cases the licensee shall be required to revert to an automated meter reading data transfer system which is compatible with our RAPID billing system. Such a system would be akin to the standard handheld meter reading and data transfer devices used by our own meter readers.

Wessex Water will not communicate the readings to the licensee's customer(s). Where Wessex Water is not the statutory sewerage undertaker, the readings from the customer meter(s) should be forwarded to the relevant undertaker in the normal way.

4.2.4 Arrangements to address imbalance between supply and demand

The resource planning process, as detailed in 4.1.2 (ii) will endeavour to balance the supply input by the licensee into the Wessex Water network, with the actual consumption of the licensee's customer(s). Where in any charging period there is a shortfall between the volume supplied and that expected, then a payment will be made by the licensee to Wessex Water at a rate to be agreed during the detailed application process. Such payment shall be determined in accordance with the relevant Ofwat guidance on balancing issued at the time.

4.3 Supply system balancing

4.3.1 Strategic balancing

Wessex Water has a flexible supply network which allows transfer around the region, particularly within the south resource zone and between north and west resource zones. The resource plan is developed on an annual and monthly interval to ensure that supplies can be maintained at the lowest possible cost. To achieve this sources are used in a conjunctive manner. The resource plan is developed using the Tynemarch modelling system "Miser".

The network is subject to comprehensive pressure management to ensure an optimal level of leakage whilst maintaining target levels of service to customers.

Following the submission of the detailed application a detailed appraisal will be undertaken to assess the implications of the new source introduction on our strategic transfers and pressure management in the system. This appraisal will include the use of network models and the Miser model which will identify the hydraulic improvements which may be required and the future cost of running the network. Subject to the existence of suitable confidentiality agreements, the detailed appraisal will be shared with the licensee. The licensee will be required to meet the full cost of any improvements to the network to protect service standards to customers, where these would be directly affected by the introduction of the new source. The costs will be calculated in accordance with the "costs principle". The way in which the costs will be recovered will be discussed during the detailed application process and documented in the access agreement. In most cases the costs will be recovered through a lump sum capital charge. However in exceptional cases and subject to contract the costs may be recovered through the access charge.

i) Annual supply planning

Wessex Water produces internal resource plans on a monthly (for the current year) and an annual basis. Formal water resource plans are produced every five years following guidelines laid down by the Environment Agency.

The licensee will be required to supply information for both the internal plans and the formal water resources plan. On a monthly basis the licensee will be required to provide a forecast for the coming year of demands from their customer(s) and confirmation of the volumes of water which will be introduced into the Wessex Water network. The licensee will be required to indicate the demand profile for their customer, including any seasonal or diurnal variations and the absolute peak demand. Each year, and whenever there is any major change in customer requirement, the licensee should supply a revised forecast at an agreed date.

ii) Use of strategic supplies

Wessex Water has statutory duties (sections 52 & 55 WIA91) to supply water to new and existing customers for domestic and non-domestic purpose.

In the case of a licensee supplying an existing Wessex Water customer, there should be no justification for the immediate designation of the new introduction as strategic, unless capital expenditure has been deferred as a result. This will be confirmed during the detailed licence application period.

Over time growth in demand of existing customers, new customer connections or abstraction licence changes enforced by the Environment Agency may mean that all demands could not be met without the licensee's source water. Wessex Water would give licensees as much notice of their intention to request strategic supply status for the licensee's source.

Ofwat's guidance on strategic supplies sets out the process Ofwat intends to follow for determining whether introductions should be designated as strategic supplies and subsequently whether such designations should be cancelled. It provides guidance on the factors Ofwat will consider when assessing whether an introduction constitutes a strategic supply and the process parties must follow when requesting a determination.

Sections 66G and 66H WIA91 allows Ofwat to determine whether one or more introductions of water into a water undertaker's supply system by a licensee under section 66B or 66C WIA91 constitute a strategic supply or a collective strategic supply. The trigger for whether an introduction of water can be designated as a strategic supply is contained in section 66G(10) WIA91. This provides that an introduction of water is strategic if, without the introduction being made, there is a substantial risk that the water undertaker would be unable to maintain supplies to its own customers as well as supplying the licensee's customers with water for domestic purposes. The trigger for whether two or more introductions of water can be designated as a strategic supply is contained in section 66H(10) WIA91.

Ofwat may make a determination if a water undertaker asks it to do so, or where Ofwat proposes to make a determination that an introduction of water constitutes a strategic

supply. Ofwat will also consider requests from customers and licensees. If a water supply is designated as a strategic supply and it becomes inappropriate for the licensee to continue to operate as a result of its conduct or the licensee runs into financial difficulties, the licensee will be subject to the special administration procedure in sections 23-26 WIA91. This means that the introduction that had been designated as a strategic supply shall continue to be made into the water undertaker's supply system.

See section 1.2 for a link to Ofwat guidance on strategic supplies:

iii) Back-up Supplies

Wessex Water would be prepared to offer terms to any licensee for providing a *back up* service. This is an optional service. The costs and conditions of such would be subject to discussion during the detailed application stage.

iv) Interim duty to supply

Where a water undertaker makes a supply of water to premises under section 52 WIA91 (domestic purposes), or section 55 WIA91 (non-domestic purposes), the water undertaker's powers to disconnect or cut off the supply of water to premises are set out in:

- Section 60 WIA91 (disconnection for the purpose of carrying out necessary works where it is reasonable to do so).
- Section 61 WIA91 (disconnection for non-payment of charges by the occupier of certain premises).
- Section 62 WIA91 (disconnection at the request of the 'consumer').
- Section 75 WIA91 (disconnection to prevent contamination of waste).

Sections 52 and 55 are expressly subject to these disconnection rights.

A water undertaker's statutory powers to disconnect or cut off do not, however, apply to supplies of water made under access agreements. This is because the supplies in question are made under sections 66A-66C WIA91. These sections do not impose duties on water undertakers to provide supplies of water to premises.

Section 63AC WIA91 provides that if a licensee ceases to supply any premises with water, and the owner or occupier of the premises has not notified the water undertaker that he has made arrangements for the continuation of the supply of water to the premises or that he intends any supply of water to the premises to cease, the water undertaker is under an interim duty to continue the supply of water to those premises.

The duty applies until a supply is made under section 52 or 55 WIA91 or the licensee serves a notice on the customer that the supply is to be discontinued. This notice must not be served until at least three months after the day on which the supply by the licensee ceased.

The interim supply duty does not apply if it would put at risk Wessex Water's ability to meet its existing supply obligations and its probable future obligations to supply water for domestic purposes or requires unreasonable expenditure to do so.

Ofwat considers that Wessex Water should not maintain full capacity in its system in case it is required to provide an interim supply. Instead Ofwat maintains that if Wessex Water considers that it might not be able to meet the requirements of the interim supply duty it can apply for a strategic supply designation.

Water undertakers and licensees will need to consider whether to have other provisions in access agreements to cover discontinuation of supply for works.

v) Interruptible customers and interruptions to supply

Wessex Water has an interruptible tariff, known as Managed Demand Tariff (MDT). Where a customer, who is proposing to transfer to the licensee's supply is already on the MDT, they will be allowed to remain on this tariff, and the access code will be calculated from the standard MDT. In such cases the access agreement will document the relationship between licensee's supply input and the limitations on supply to the customer.

If a licensee's customer(s) wish to convert to a MDT, they will have to satisfy the following standard MDT conditions. The customer will need to demonstrate the existence of either:

- (i) an adequate water storage capability, which for indicative purposes Wessex Water would expect to be not less than equivalent to 50 per cent of the customer's daily average use based on consumption over the previous charging year, or
- (ii) an alternative source of water other than the one from Wessex Water which yields sufficient to satisfy the said condition, or
- (iii) a combination of the above conditions (i) and (ii).

In such cases the access agreement will document the relationship between licensee's supply input and the limitations on supply to the customer.

4.3.2 Flow balancing and reconciliation processes

i) Supply system usage forecasts for retail supplies

Wessex Water produces internal resource plans on a monthly (for the current year) and an annual basis. Formal water resource plans are produced every five years following guidelines laid down by the Environment Agency.

The licensee will be required to supply information for both the internal plans and the formal water resources plan. On a monthly basis the licensee will be required to provide a forecast for the coming year of demands from their customer(s).

ii) Supply system usage forecast for combined supplies

Wessex Water produce internal resource plans on a monthly (for the current year) and an annual basis. Formal water resource plans are produced every five years following guidelines laid down by the Environment Agency.

The licensee will be required to supply information for both the internal plans and the formal Water Resources Plan. On a monthly basis the licensee will be required to provide a forecast for the coming year of demands from their customer(s) and confirmation of the volumes of water which will be introduced into the Wessex Water network.

iii) Imbalance accounting

In normal circumstances Wessex Water would expect the licensee to balance the input with usage by their customer(s) on an hour by hour basis, except where the presence of reservoirs in the Wessex Water network allows this to be varied. The preciseness of the required balance will be case specific and will be determined during the detailed application process and specified within the access agreement.

In the event that the licensee introduces less than the customer usage plus allowances, the licensee will be required to pay standard measured tariff for this shortfall. Where the licensee introduces excess water, over and above customer usage, into the Wessex Water network then a payment will be made at the average marginal cost of treatment in the relevant Resource Zone(s).

iv) Reconciliation processes

The daily data which are collected from the loggers will be used to reconcile imbalances on a daily basis, however the base charge will be based on monthly manual reads of the supply input meter and the customer meter(s).

v) Peak season and off-peak reconciliation (where applicable)

This section is not applicable as there are peak season issues which need to be addressed.

5. Supply system maintenance and emergency procedures

5.1 Diagnosis of system issues

5.1.1 Obligations with respect to diagnosis of supply system problems

From time to time there may be problems with the supply system. The sections below detail the responsibilities and duties of the respective parties.

i) Responsibility of water undertaker

At all times Wessex Water retains responsibility for the correct operation of the network, from the point at which the licensee introduces source water into the network to the point of supply to the customer(s).

Wessex Water is currently developing detailed Water Safety Plans (WASPS) for each part of our network. The aim of these plans is to identify problem areas and solutions, both interim and long term. As part of the detailed application process, WASPS will be modified or developed for the relevant area.

On identification of a network problem, Wessex Water will invoke our ISO quality management procedures for resolving the incident. In the event of a licensee having a customer in the affected area, the procedures will be updated to include for timely notification of the licensee of the incident and the likely effect on their customer.

ii) Responsibility of licensee

The licensee will have two key responsibilities.

In the event that their customer(s) contact the licensee to report a problem with the supply, it is incumbent on the licensee to notify Wessex Water as soon as possible.

Where the licensee becomes aware of a problem with the supply that is being introduced into the Wessex Water network, this should be reported to the Wessex Water control room immediately. If the problem relates to water quality, the licensee should be in a position to terminate the introduction immediately if requested by Wessex Water.

5.1.2 Quality Issues

The licensee should contact the Wessex Water Control Room who will invoke our quality management system procedures. Wessex Water will notify DWI and DEFRA if required. The initial contact should be by phone with confirmation by email.

5.1.3 Hydraulic issues

The licensee should contact the Wessex Water Control Room who will invoke our Quality Management system procedures. Wessex Water will notify DWI and DEFRA if required. The initial contact should be by phone with confirmation by email.

5.1.4 'Real' time information capture systems

As detailed earlier, the meters located at the point of introduction of the licensee's supply and the customer supply point will be connected to telemetry devices, with a two way call facility. This will send flow data automatically to the Wessex Water SCOPEX system and could be configured to also send the data to any system used by the licensee.

On a case by case basis, Wessex Water may require the transfer of on line quality monitoring information to our telemetry system.

5.1.5 Reporting procedures

The access agreement will detail the reporting arrangements and personnel for use in routine situations.

In the event of emergencies, the Wessex Water control room will be the first point of call for the licensee to report any incident either affecting the supply introduced to the network or received by the customer(s).

If the customer(s) of the licensee experiences problems with the supply or has any enquiries they will be required to use the standard customer contact phone number 0345 600 4 600

5.2 Planned system maintenance

Wessex Water seeks to minimise maintenance events where the customer may experience an interruption to their supply. These types of events are usually restricted to essential maintenance on distribution mains. In such events we will normally give a minimum of 48 hours notice of the interruption, and where the customer has critical processes which require water, we will discuss the issue and where possible plan the work in such a way as to minimise the impact on the customer.

5.2.1 Obligations with respect to planned maintenance

i) Responsibility of water undertaker

As stated above we will give a minimum of 48 hours notice of any planned interruption. We will also discuss with the licensee and where appropriate, their customer, ways in which the impact of the maintenance may be minimised.

In the event of planned maintenance of the licensee's system causing the introduction to be ceased, Wessex Water will endeavour to maintain supplies to the customer, if agreed in advance. It is anticipated that any such supplies made available would be supplied at a price to be agreed in the access agreement.

ii) Responsibility of licensee

In the event of planned maintenance of the licensee's system causing the introduction to be ceased, the licensee should give Wessex Water at least two working days notice. They should confirm whether their customer(s) have agreed to the interruption of their supply.

Wessex Water will monitor the licensee's customer(s) usage during the maintenance period and will charge for any water used at that time at standard metered tariff.

5.2.2 Specification of assets

The schedule of assets where planned maintenance could affect either the supply to the customer or the licensee's ability to supply water will be agreed as part of the access agreement. It is anticipated that this will be restricted to mains, pumping stations and reservoirs.

5.2.3 Maintenance standards

Wessex Water targets compliance at all times with DG standards of service and the Guaranteed Standards Scheme.

However whilst the network will be operated in conformance with the appropriate standards licensees and their customers are not customers of water undertakers for the purposes of Guaranteed Standards Compensation Schemes .

5.2.4 Risk assessment processes

Wessex Water undertakes detailed risk assessment procedures (ISO quality management procedures) prior to any maintenance work. The licensee may be required to give additional information, over and above that required in the detailed application, for consideration in assessing risks. Areas where additional information may be required include details of special needs customers and reliance or sensitivity of the licensee's customer(s) to changes in water quality, pressures or volumes,

Specific information will also be required on the short term trends of the licensees introduced supply. As the required information is likely to be case specific, requests will be considered in further detail and made at the time.

Failure to provide the required information could result in a breach of licence conditions or increased risk to the licensee's customers.

5.2.5 Information exchange

Information exchanges between Wessex Water and the Licensee will be conducted in accordance with the obligations under licence condition 5 and appointment condition 7 & 8.

See

<http://www.defra.gov.uk/environment/water/industry/wa03regs/licenceconditions-section17h.pdf>

[http://www.ofwat.gov.uk/aptrix/ofwat/publish.nsf/AttachmentsByTitle/lic_amendment160807.pdf/\\$FILE/lic_amendment160807.pdf](http://www.ofwat.gov.uk/aptrix/ofwat/publish.nsf/AttachmentsByTitle/lic_amendment160807.pdf/$FILE/lic_amendment160807.pdf)

5.3 Unplanned system maintenance

From time to time, emergencies may happen which may disrupt the service provision without the opportunity to give prior notice. The sections below indicate the obligations incumbent upon each party in the event of an emergency incident.

5.3.1 Obligations with respect to unplanned maintenance

i) Responsibility of water undertaker

Wherever possible supplies will be maintained to the licensee's customer(s), by rezoning the network. In certain cases this will not be possible. Where the supply to the licensee's customer(s) has to be interrupted, Wessex Water will notify the licensee immediately and will also contact the customer(s). Reasonable efforts will be made to mitigate the impact on customer(s) operations.

In the event of unplanned maintenance of the licensee's system causing the introduction of the new supply to be ceased, Wessex Water will endeavour to maintain supplies to the customer. Supplies may have to be restricted to the customer(s) where this would adversely affect other Wessex Water customers or threaten compliance with abstraction licences. It is anticipated that any such supplies made available would be at the standard metered tariff in force at that time.

ii) Responsibility of licensee

Where the licensee experiences an emergency incident which causes their supply to cease to be introduced, the licensee should notify Wessex Water immediately. Wherever possible, Wessex Water will endeavour to maintain supplies to the customer. It is anticipated that any such supplies made available would be at the standard metered tariff in force at that time.

5.3.2 Risk assessment processes

Wessex Water undertakes detailed risk assessment procedures (ISO quality management procedures) prior to any maintenance work. The licensee may be required to give additional information, over and above that required in the detailed application, for consideration in assessing risks. As the required information is likely to be case specific, requests will be made at the time. See sections 5.2.4 and 5.2.5 for further information on the type of information which may be required, the consequences of failure to provide the information and the conditions applying to such information exchanges.

5.3.3 Emergency notices

Once a licensee has accepted terms for the supply of water into the Wessex Water network they will be issued with a controlled copy of the Wessex Water Supply Information Booklet. This document provides Wessex Water personnel and local area health agencies with current contact numbers, key personnel details, policies and procedures to enable a coordinated and effective response to water quality incidents.

Wessex Water will retain responsibility for the issue of emergency notices to customers, including the licensee's customer(s). Where the quality of the licensee's source water could require the issue of an emergency notice, the licensee shall be required to contact the Wessex Water Control Room immediately.

5.4 Safety aspects of unplanned and emergency work

5.4.1 Status classification

Wessex Water retains the liability for supplying water which is of wholesome quality to our own customers as well as the licensee's customer(s). Wessex Water shall co-ordinate the response to any unplanned or emergency work, even where this is the result of failure of assets belonging to the licensee.

5.4.2 Standard emergency reporting procedures

Wessex Water has standard quality management procedures for most routine and all emergency situations. These plans cover such issues as responding to low pressure or no water contacts through to managing dirty water incidents and major emergencies. The procedures are up-dated when necessary and are reviewed following any significant incident. The licensee will be required to hold up-dated copies of the procedures and to

contribute to and co-operate with any review of the procedures. The licensee will also be required to lodge with Wessex Water, up to date copies of their own emergency procedures for dealing with problems with their own assets.

5.4.3 Major emergency reporting procedures

Wessex Water has standard quality management procedures for most routine and all emergency situations. The procedures are up-dated when necessary and are reviewed following any significant incident. The licensee will be required to hold up-dated copies of the procedures and to contribute to and co-operate with any review of the procedures. The licensee will also be required to lodge with Wessex Water, up to date copies of their own emergency procedures for dealing with problems with their own assets.

We have general Emergency Planning Guidance procedures, general Consequence Management Plans and specific Local Emergency Plans. These cover such areas as the formation of incident management teams, widespread loss of power and plans to overcome failures of individual sites.

5.5 Emergency procedures for dealing with specific events and incidents

Wessex Water has standard quality management procedures for most routine and all emergency situations. The procedures are up-dated when necessary and are reviewed following any significant incident. The licensee will be required to hold up-dated copies of the procedures and to contribute to and co-operate with any review of the procedures. The licensee will also be required to lodge with Wessex Water, up to date copies of their own emergency procedures for dealing with problems with their own assets.

As statutory undertaker for the area, Wessex Water will be the lead organisation in any operational emergency. Where specific control teams are required, Wessex will set up such teams and will nominate the location for each team. The licensee may be asked to contribute staff to assist with the management of any incident.

5.6 Customer protection

5.6.1 Customers with particular needs

Domestic customers of Wessex Water are offered the additional service of “customer plus” which records the special need of customers. These needs can range from dialysis and other health requirements down to special contact needs.

The licensee should ensure that any special consumers as defined in Condition R 8(6) are logged by Wessex Water. Special needs and consumers shall be detailed in the access agreement.

5.6.2 Large scale customer warning procedures

Wessex Water has procedures for ensuring that customers are warned in an emergency. The procedures form part of the quality management systems which are regularly reviewed and up-dated. The licensee's customer(s) will be notified directly of any operational emergency which may affect the supply to their premises as soon as practicable. The licensee will be notified separately.

5.6.3 Emergency compensation payments

All applicable compensation payments will be expressly agreed as part of the access agreement.

Licensees and their customers are not customers of water undertakers for the purposes of Guaranteed Standards Compensation Schemes .

5.6.4 Emergency operational planning exercises

Wessex Water has detailed emergency response procedures. These procedures are regularly tested and it is likely that the licensee will be required to contribute to the procedures and where appropriate participate in exercises or other training events.

5.7 Support processes

5.7.1 Arrangements for press liaisons

All contact with the media regarding operational issues will be via the Wessex Water press office in the first instance. Any commercial press releases that the licensee wishes to make must be subject to prior approval by the Wessex Water press office.

Approval for press releases should be obtained by contacting Wessex Water Head of Public Relations on 01225 52 6000.

5.7.2 Arrangements for the dissemination of severe weather warnings

Severe weather warnings which may adversely affect supplies will be made by the Wessex Water Press Office. Where the licensee's customer(s) may be adversely affected, the licensee will be notified directly.

5.7.3 Emergency contacts

Licensee's (both retail and combined) will make provision for an out of hours contact arrangement to be used by their customer and Wessex Water.

i) Responsibility of water undertakers

Wessex Water operates a 24 hour control room which will be available at all times to receive emergency contacts.

Wessex Water will notify the licensee of any issues which may adversely affect the licensee or their customer at the earliest possible opportunity.

ii) Responsibility of licensees

Licensee's (both retail and combined) will make for provision of an out of hours contact arrangement to be used by their customer and Wessex Water.

The licensee must immediately notify Wessex Water of any issue which may adversely affect the Wessex Water network.

5.8 Reportable situations

The DWI, DEFRA, Health Authorities and HSE all prescribe their respective requirements for reporting incidents.

Wessex Water shall retain the lead role for notifying these and other agencies concerning all incidents which could affect the Wessex Water network. Agencies will be informed in line with Wessex Water management procedures.. The licensee shall also be notified as well.

6 Customer contact arrangements

6.1 Customer contact arrangements for operational queries and complaints

6.1.1 Customer meter reading

Licensees will be responsible for reading their customer's meters monthly and supplying this information to Wessex Water in an easily accessible format to an agreed timetable.

6.1.2 Billing and debt collection

Licensees will be responsible for billing and debt collection from their customers.

6.1.3 Operational Issues

i) Water supply queries

Licensees will make provision for 24 hour contact arrangements to be used by their customer(s) and Wessex Water.

Wessex Water operates a 24 hour control room which is available on 0345 600 4 600 for operational enquiries 8am to 6pm, Monday to Friday, with an emergency service only at other times.

Wessex Water will notify the licensee of any issues which may adversely affect the licensee or their customer at the earliest possible opportunity in accordance with Wessex Water's standard procedure for industrial customers

ii) Responsibility of licensees

Licensees will make for provision of an out of hours contact arrangement to be used by their customer and Wessex Water. The licensee will be responsible for keeping their customers advised of all operational developments

The licensee must immediately notify Wessex Water of any issue which may adversely affect the Wessex Water network.

ii) Sewerage queries

The water undertaker shall remain responsible for the customer's sewerage service

6.1.4 Complaint handling processes

The licensee shall be responsible for handling all customer's complaints and queries regarding water supply issues.

All sewerage related customer complaints shall be directed to Wessex Water's operational contact centre using the standard customer contact numbers published on our website.

If customers are not happy with the decision made by Wessex Water or the licensee, they have the right to refer their complaint to the Consumer Council for Water Wessex.

This independent organisation aims to protect customers' interests and investigate customer complaints. It will look at the facts relating to the customer's case and take the matter up with Wessex Water or the Licensee as appropriate. This service is provided free to customers.

Customers should write with details of their complaints to:

The Consumer Council for Water
1st Floor Victoria Street House
Victoria Square
Birmingham
B2 4AJ
0300 034 2222

The licensee should make sure its customers are aware of the role of the consumer council for water.

<http://www.ccwater.org.uk>

6.1.5 Obligations on water undertaker

We will provide a supply of wholesome drinking water, to the boundary of our responsibility, as defined by the Water Supply (Water Quality) Regulations and any agreed undertaking with the Drinking Water Inspectorate.

If we discover quality problems in the water supply we will act immediately. However, while we correct the problem, there may have to be restrictions on the use of water. This may include issuing boil notices or advising not to drink the water.

Should we receive a complaint about water quality, we will aim to contact the complainant within two hours of receiving the complaint provided we are given a contact telephone number at the time.

We will sample the water within three working hours of a serious problem with water quality and will inform the complainant of the results by phone within 60 hours or sooner of sampling. Wessex Water will provide written confirmation of the results, if required, within a further five working days.

Where our own routine sampling shows an abnormality we will contact the licensee immediately by telephone provided we have a contact telephone number.

We will provide a minimum of 48 hours' notice of planned changes to the supply which could significantly affect quality.

6.1.6 Obligations on licensees

The licensee shall be responsible for maintaining a database system capable of maintaining full contact details of all its customers including any special needs. The licensee shall also be responsible for providing Wessex Water with timely information so that Wessex Water can perform its duties and responsibilities.

6.2 Customer contact arrangements for emergencies and events

Customer protection issues are considered under section 5, maintenance and emergency procedures.

6.2.1 Customers with particular needs

This is dealt with under Section 5.6 customer protection

6.2.2 Large scale customer warning procedures

See section 5.6.2

6.2.3 Obligations on water undertakers

See Section 5.6

6.2.4 Obligations on licensees

See Section 5.6

7 Supply system connections

7.1 Connection of licensee's source to supply system

All connections relating to the introduction of the licensee's supply to the Wessex Water network will be carried out by Wessex Water. During the detailed application process the location of such connection, and the need for new infrastructure or upgrading of the existing system will be agreed. The access agreement will include details on the enabling works required to permit the introduction of the licensee's source and a timetable for construction. The processes for connecting the Licensee's source to the Wessex network will be case specific and will be discussed during the application process and documented in the access agreement. The connection of the licensee's source will only be undertaken once approval has been granted by the DWI.

7.2 Connection of qualifying premises to the supply system

The connection of the licensee's customer(s) to the Wessex Water network will be undertaken by Wessex Water. The details relating to connection point, size of connection, meter location and size and the appropriate timescale will be detailed in the access agreement following discussion between the licensee and Wessex Water.

In most cases the customer will be already connected to the network and no further connection will be required. Where connection work is required the connection will be carried out in line with our Guidance notes on water supply connections and new water mains. A copy of this document is available from Developer Services team. (01225 526000.)

7.3 Connection of secondary water undertaker's supply system to the primary water undertaker's supply system

Wessex Water shall retain overall responsibility for any connections relating to the introduction of the licensee's supply to the Wessex Water network. During the detailed application process the location of such connection, the need for new infrastructure or upgrading of the existing system and the responsibility for undertaking the works will be agreed. The access agreement will include details on the enabling works required to permit the introduction of the licensee's supply and a timetable for construction. The processes for connecting the Licensee's supply to the Wessex network will be case specific and will be discussed during the application process and documented in the access agreement.

8 Legal contract, arbitration and disputes resolution

8.1 Contract terms

Wholesale supply agreements will normally be in the common form set out in the OFWAT Access Guidance. Wessex Water and the licensee will need to agree the contractual terms governing an access agreement for a combined supply.. The terms will be agreed direct between Wessex Water and the licensee having regard to to Ofwat guidance and the duties on a water undertaker not to show undue preference to, or undue discrimination against, any actual or potential licensee or customer. Generally, the access agreement will require the parties to be bound by the terms and conditions contained in this access code although variation will be permitted if required in particular circumstances. In the event that there are particular terms that cannot be agreed the licensee is able to request the Authority to determine the issue under Section 66D of the Act. The terms of an access agreement are likely to include clauses covering the areas listed below.. The final content will be agreed between the parties or settled by the Authority in cases of dispute:-

Recitals – an explanation of what the parties are seeking to achieve.

Definitions – a list of defined terms used in the agreement.

Conditions Precedent – any things that must be in place before the agreement can commence.

Duration – the start and end of the agreement. The duration of wholesale master agreements shall be indefinite but shall contain a review clause to address changes in circumstances and inactivity.

Permission to access the Water Supply system – the right of the licensee to introduce water into Wessex Water’s supply network.

Wessex Water’s Obligations – sets out Wessex Water’s key obligations in terms of any works to be carried out, water to be supplied or services provided.

Licensee’s Obligations – sets out key requirements/obligations of licensee- to hold Water Supply Licence/supply eligible premises/quality of water inputted into Wessex Water’s network/emergency notification procedures.

Compliance with Laws & Application of Access Code – to act in accordance with the Act, the access code and the general law.

Modifications – all modifications arising out of need to make changes to comply with law to be in writing and signed by authorised representatives.

Supply Interruption – dealing with planned and unplanned supply interruption and their consequences.

Suspension of Introduction of Water – cut off of water inputted to Wessex Water’s network where quality issues arise.

Emergency Procedures & Customer Contact – the parties responsibilities in an emergency.

Data Communication/Information Flows – transfers of information between the parties

Asset Ownership & Vesting – detailing who lays/owns assets used or provided in the agreement.

Liability/Compensation – liability attaching to breaches of obligations/events arising under the agreement.

Limitation of Liability/Exclusions – exclusions of liability and financial limits.

Force Majeure – absolving liability for consequences of events beyond a parties control and setting out consequences of event continuing beyond set period

Indemnity – the holding harmless of the innocent party by a party in breach of obligation under the agreement.

Termination – how the agreement may come to an early end.

Consequences of Termination – the consequences of the agreement coming to an end.

Strategic Supply Designation – whether the agreement falls within s66G of the Act

Meters – responsibility for provision, reading and treatment of readings affected by malfunction.

Charges & Payment – sums due from one party to the other and when they fall due.

Meetings- arrangements for the parties to meet to discuss the discharge of their responsibilities under the agreement.

Dispute Resolution – setting out a hierarchy of dispute resolution procedures agreed by the parties through reference to the parties' Director's, conciliation, mediation, arbitration/reference to court.

Notices & Authorised Representatives – address for service of notices and those authorised to act on behalf of the parties.

Assignment & Alienation – no assignments/parting with benefit of the agreement.

Variations – all changes agreed by the parties to be in writing and signed by an Authorised Representative.

Confidentiality – the parties to keep information about the agreement confidential

Waiver – failures to exercise a right or remedy will not constitute a waiver

Invalidity & Severability – if any part of the agreement is invalid that will not affect the other parts of the agreement.

Entire Agreement – the written agreement sets out the entire agreement between the parties to the exclusion of all antecedent correspondence and discussions.

Insurance – the obligations of the parties to maintain insurance cover and the levels.

Exclusion of Third Parties Rights – the agreement confers benefits on the parties alone.

Law/Jurisdiction – English law applies and exclusive jurisdiction given to English Courts.

9 Access pricing

Wessex Water's indicative access prices will be revised annually and published in a separate document entitled:

Wessex Water - Water Supply Licensing Indicative Access Prices.

This document is available on our website.

Indicative access prices are devised to enable licensees identify opportunities for wholesale or combined access. Our indicative access prices have been calculated in accordance with the principles laid out in the Water Act and with reference to the latest guidance issued by Ofwat. They are presented in the tariff structure format prescribed by Ofwat.

It is important to note that our published access prices are indicative only. Actual prices will be determined on a case specific basis and will be subject to contract.

9.1 Indicative access prices

See ***Wessex Water - Water Supply Licensing Indicative Access Prices*** published on our website

9.2 Case specific access prices

See ***Wessex Water - Water Supply Licensing Indicative Access Prices*** published on our website

10 Glossary of defined terms

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 pursuant to the Retail Authorisation and/or Supplementary Authorisation.

Access code: A water undertaker's document that sets out all principal aspects of access to its supply system and the terms and conditions on which it will grant access to its supply system by a licensee. The access code comprises the standard terms and conditions common to all water undertakers and the terms and conditions specific to that water undertaker.

Access terms: The terms under which a water undertaker and a licensee agree access to a water undertaker's supply system.

Adjoining supply system: Supply systems of other water undertakers with direct physical connections to the water undertaker's own supply system.

ARROW costs: Expenses that can be Avoided or Reduced, or any amount that is Recoverable in some Other Way (other than from other customers of the water undertaker) (see section 66E(3) WIA91).

Back-syphonage: Unwanted syphoning of water into the supply system.

Boil notices: A notice issued by the undertaker as a warning that water should be boiled before drinking as a precautionary measure.

Borehole: A hole for abstracting groundwater constructed by boring.

Chemical parameters: Limits for the level of chemicals found in water. Examples are iron, chlorine, sulphates, pesticides, ammonium compounds.

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 Retail Licence with the 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 (section 17A(6) WIA91).

Combined supply: A supply made pursuant to a combined licence.

Compensation water: Water released to the environment to offset impacts of abstraction or to comply with Appointment Conditions (or both).

Costs principle: As defined in section 66E of the WIA91.

Cryptosporidium: A waterborne micro-organism, single celled protozoan parasite, which causes disease and illness.

Deployable output: The output of a commissioned water supply source, group of sources or bulk supply as constrained by: abstraction license, if applicable; environment; treatment; raw water mains and/or aquifers; pumping plant and/or well/aquifer properties; transfer and/or output main; water quality.

Disinfection: The process of treating water with, for example, small amounts of chlorine in order to kill harmful organisms.

Diurnal variations: Variations occurring within a daily (24 hrs) cycle.

Drought: A prolonged period of dry weather; said to exist if, for at least fifteen days, on each day rainfall has been less than 0.25mm.

E.Coli: A bacterium taken as an indicator of faecal contamination.

Eligible premises: Premises that satisfy the eligibility requirements in section 17A(3) WIA91. Each of the following three requirements must be satisfied in relation to each of the premises in order for a customer's premises to be eligible: _ The customer's premises must not be "household premises" (as defined in section 17C WIA91). _ 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 WIA91).

The premises may only be supplied by one licensee (but may also be supplied by one or more water undertakers).

Fit and proper person: For the purpose of making an access agreement, a person or party will not be deemed fit and proper if there are any relevant convictions, concerns over technical ability, insufficient financial resources available.

Fluoridation: Application of fluoride to drinking water at the request of regional 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.

HSE: Health and Safety Executive a government agency responsible for administering all regulations pertaining to health and safety and public security.

Instrument of Appointment: The water (and sewerage) companies operate under Instruments of Appointment, granted by the then Secretaries of State for the Environment and for 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.

Interruption supply points: These are supply points where a continuous water supply is not necessary.

Licensee: A company holding either a retail licence or a combined 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.

Microbiological parameters: Levels of bacteria for example E coli, coliforms, faecal streptococci, whose presence indicate that the water may be polluted and therefore should not be used as drinking water.

Non-potable water: Water which is not intended for domestic or food production purposes.

Outage: A temporary loss of unusable water output due to planned or unplanned events.

Pathogen: An organism which is capable of producing disease.

Potable: Water for domestic and food production purposes which is wholesome at the time of supply. This is defined in section 68 of the WIA91 and section 4 of the Water Supply (Water Quality) Regulations.

Primary water undertaker: For the purposes of section 66A WIA91 (wholesale water supply by primary water undertaker) and section 66C WIA91 (wholesale water supply by secondary water undertaker), a water undertaker is the primary water undertaker of a licensee 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.

Priority supply points: Supply points as specified by DEFRA.

Rechlorination: Usually applied to injection of chlorine to drinking water in the distribution system after it has left the treatment works. Often used to boost chlorine levels at a service reservoir.

Reconciliation process: The balancing of actual demand against actual water supplied into the supply system and the associated financial implications.

Regulatory Compliance Sampling Programme: This is the annual programme of drinking water sampling which the Water Companies must undertake to comply with the requirements of the Water Supply (Water Quality) Regulations 2000 (for England) and 2001 (for Wales) and subsequent amendments.

Retail authorisation: An authorisation to a company to use a water undertaker's supply system for the purpose of supplying water to the eligible premises of customers of the company (section 17A(2) of the WIA91).

Retail Licence: A Water Supply Licence giving the holder the Retail Authorisation, entitling the holder to purchase wholesale a supply of water from the water undertaker and to supply it retail to a customer's eligible premises (section 17A(4) of the WIA91).

Secondary water undertaker: A water undertaker other than a licensee's primary water undertaker (section 66C(1)(a)(I) WIA91).

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.

Sewerage undertaker: A company appointed under the WIA91 to provide sewerage services in respect of a geographical area of England and Wales.

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.

Standby supplies: These are supplies that can be called into operation in the event of failure of the 'duty' supply.

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.

Supply point: 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.

Supply system: Any water mains and other pipes used for the purposes of conveying potable water from a water undertaker's treatment works to its 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.

Treated water quality monitoring: Regular sampling and analysis of untreated and treated water. Examples include daily measurement of free chlorine at treatment works or annual sampling for mercury at customers’ taps.

Treatment works: Works where raw water from rivers or reservoirs is treated to produce drinking water. Treatment typically includes coagulation, filtration and disinfection.

Trihalomethanes: A group of chemicals produced by the reaction of chlorine with natural organic chemicals present in the raw water. Current limit is 100 ug/l averaged over three months.

Turbidity: A measure of the optical clarity of water.

UKWIR: UK Water Industry Research Limited.

Ultra-violet disinfection: Inactivation of microbiological organisms by ultraviolet radiation.

Untreated water: Raw water not of a suitable quality to put into a Control Group.

Water Fittings Regulations: The Water Supply (Water Fittings) Regulations 1999. These Regulations replaced the Water Bylaws in England and Wales and are largely enforced by the water undertakers.

Water resources management plan: A water undertaker’s long term strategic plan for water resource development in its area (see section 37A WIA91).

Water Supply Licence: A licence granted to a company giving it the Retail Authorisation, or both the Retail Authorisation and the Supplementary Authorisation.

Water Supply (Water Quality) Regulations: The Water Supply (Water Quality) Regulations, SI 2000 No 3184, amended by SI 2001 No 2885, which apply to water undertakers whose area of supply is wholly or mainly in England; The Water Supply (Water Quality) Regulations 2001, SI 2001 No 3911, which apply to water undertakers whose 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 WIA91 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 A Confidentiality Agreement**Draft form of Wessex Water confidentiality agreement.**

THIS AGREEMENT is made this day of 201[]
 BETWEEN [Primary/Secondary Water Undertaker] whose Registered Office is
 [] and
 [Proposed Licensee] of/ whose Registered Office is []

WHEREAS [Primary/Secondary Water Undertaker] and [Proposed Licensee] (“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,

		<p>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);</p>
(c)	“Exempted Information”	<p>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;</p>

(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 the proposal set out in the Schedule attached hereto.

Confidentiality Obligations

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 either

for [7] years from the date of this Agreement, or

until such time as the Parties agree that this Agreement shall be superseded by other confidentiality obligations contained in a separate written agreement terminating this Agreement :-

to treat all and any of such Confidential Information as confidential and secret and not use any of such Confidential Information for any purpose other than the purpose of evaluating such Confidential Information in connection with the Project;

to take all reasonable steps to protect the confidentiality of such Confidential Information and to prevent disclosure of same to unauthorised persons;

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;

to take all reasonable steps 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.

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:-
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;
is already known to the receiving Party prior to disclosure which prior knowledge the receiving Party can clearly demonstrate with written material;
becomes known to the receiving Party by disclosure from a third party who has a lawful right to receive and disclose the Confidential Information;
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
the disclosing Party agrees in writing may be disclosed.

EIR

The Parties recognise that they are subject to legal duties, which may require the release of information under the EIR and may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

The Parties recognise that each request for information must be considered individually. 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 either 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:

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;

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;

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.

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.

Return of Information

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).

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

No Representation, Warranty or Licence

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 Party 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.

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.

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.

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.

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.

Consequences of Breach

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.

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.

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

No Waiver

No failure or delay 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.

Variation

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

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.

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 representation, 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.

Costs

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

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.

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 [Primary/Secondary Water Undertaker]

(Signature)

(Position)

(Date)

SIGNED on behalf of [Licensee]

(Signature)

(Position)

(Date)

The Schedule

[Define the Project]

Appendix B Action Limits

<u>Action Limits for Treated Waters, Service Reservoirs and Distribution (Customers Tap) Samples</u>		
Chemically treated groundwater	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
2,4-D NG-L	-	30
Acid soluble aluminium MG-L	-	0.16
Aldrin NG-L	-	20
Alpha activity, total BQ_L	-	0.05
Alpha BHC NG-L	-	20
Aluminium MG-L	-	0.16
Atrazine NG-L	-	30
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Chlorothalonil NG-L	-	20
Chlorotoluron NG-L	-	30
Clostridium perfringens PER_100ML	-	0
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	1200
Copper MG-L	-	1
Cryptosporidium PER_10L	-	0.1
Dicamba NG-L	-	30
Dichlobenil NG-L	-	20
Dieldrin NG-L	-	20
Diuron NG-L	-	30
Fluoranthene NG-L	-	50
Gamma BHC (lindane) NG-L	-	20
Geosmin - GCMS NG-L	-	3
Hexachlorobutadiene NG-L	-	20
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.03
Isoproturon NG-L	-	30

Linuron NG-L	-	30
Manganese MG-L	-	0.02
Mecoprop (CMPP) NG-L	-	30
Methabenzthiazuron NG-L	-	30
Metribuzin NG-L	-	30
Nitrate MGN-L	-	10
Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	3
p,p'-DDT NG-L	-	20
pH PH	6.5	8.5
Plate count 1 day @ 37°C PER_ML	-	50
Plate count 2 day @ 37°C CFU_1ML	0	10
Plate count 3 day @ 22°C PER_ML	-	500
Prometryne NG-L	-	30
Propazine NG-L	-	30
Quintozene NG-L	-	20
Silica MG-L	-	20
Simazine NG-L	-	30
Taste CODE	-	3
Terbutryne NG-L	-	30
Tetrachloroethene UG-L	-	5
Total organic carbon MG-L	-	3
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Total Pesticides NG-L	-	250
Tri-allate NG-L	-	30
Trichloroethene UG-L	-	10
Triclopyr NG-L	-	30
Trietazine NG-L	-	30
Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.4
Chemically treated surface water	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
2,4-D NG-L	-	20
Acid soluble aluminium MG-L	-	0.16
Aldrin NG-L	-	20
Alpha activity, total BQ_L	-	0.05
Alpha BHC NG-L	-	20
Aluminium MG-L	-	0.16

Atrazine NG-L	-	20
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Chlorothalonil NG-L	-	20
Chlorotoluron NG-L	-	20
Clostridium perfringens PER_100ML	-	0
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	1200
Copper MG-L	-	1
Cryptosporidium PER_10L	-	0.1
Dicamba NG-L	-	20
Dichlobenil NG-L	-	20
Dieldrin NG-L	-	20
Diuron NG-L	-	20
Fluoranthene NG-L	-	50
Gamma BHC (lindane) NG-L	-	20
Hexachlorobutadiene NG-L	-	20
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.03
Isoproturon NG-L	-	20
Linuron NG-L	-	20
Manganese MG-L	-	0.02
Mecoprop (CMPP) NG-L	-	30
Methabenzthiazuron NG-L	-	20
Methyl Isoborneol NG-L	-	3
Metribuzin NG-L	-	20
Nitrate MGN-L	-	10
Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	3
p,p'-DDT NG-L	-	20
pH PH	6.5	9
Plate count 1 day @ 37°C PER_ML	-	50
Plate count 2 day @ 37°C CFU_1ML	0	10
Plate count 3 day @ 22°C PER_ML	-	500
Prometryne NG-L	-	20
Propazine NG-L	-	20

Quintozene NG-L	-	20
Silica MG-L	-	20
Simazine NG-L	-	20
Taste CODE	-	3
Terbutryne NG-L	-	20
Tetrachloroethene UG-L	-	5
Total organic carbon MG-L	-	3
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Total Pesticides NG-L	-	250
Tri-allate NG-L	-	20
Trichloroethene UG-L	-	10
Triclopyr NG-L	-	20
Trietazine NG-L	-	20
Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.4
Chlorinated ground & covered spring water	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
2,4-D NG-L	-	30
Acid soluble aluminium MG-L	-	0.16
Aldrin NG-L	-	20
Alpha activity, total BQ_L	-	0.05
Alpha BHC NG-L	-	20
Aluminium MG-L	-	0.16
Atrazine NG-L	-	30
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Chlorothalonil NG-L	-	20
Chlorotoluron NG-L	-	30
Clostridium perfringens PER_100ML	-	0
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	1200
Copper MG-L	-	1

Cryptosporidium PER_10L	-	0.1
Dicamba NG-L	-	30
Dichlobenil NG-L	-	20
Dieldrin NG-L	-	20
Diuron NG-L	-	30
Fluoranthene NG-L	-	50
Gamma BHC (lindane) NG-L	-	20
Geosmin - GCMS NG-L	-	3
Hexachlorobutadiene NG-L	-	20
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.03
Isoproturon NG-L	-	30
Linuron NG-L	-	30
Manganese MG-L	-	0.02
Mecoprop (CMPP) NG-L	-	30
Methabenzthiazuron NG-L	-	30
Metribuzin NG-L	-	30
Nitrate MGN-L	-	10
Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	3
p,p'-DDT NG-L	-	20
pH PH	6.5	8.5
Plate count 1 day @ 37°C PER_ML	-	50
Plate count 2 day @ 37°C CFU_1ML	0	10
Plate count 3 day @ 22°C PER_ML	-	500
Prometryne NG-L	-	30
Propazine NG-L	-	30
Quintozene NG-L	-	20
Silica MG-L	-	20
Simazine NG-L	-	30
Taste CODE	-	3
Terbutryne NG-L	-	30
Tetrachloroethene UG-L	-	5
Total organic carbon MG-L	-	3
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Total Pesticides NG-L	-	250
Tri-allate NG-L	-	30
Trichloroethene UG-L	-	10
Triclopyr NG-L	-	30
Trietazine NG-L	-	30

Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.5
Chlorinated surface & exposed springwater	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
2,4-D NG-L	-	30
Acid soluble aluminium MG-L	-	0.16
Aldrin NG-L	-	20
Alpha activity, total BQ_L	-	0.05
Alpha BHC NG-L	-	20
Aluminium MG-L	-	0.16
Atrazine NG-L	-	30
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Chlorothalonil NG-L	-	20
Chlorotoluron NG-L	-	30
Clostridium perfringens PER_100ML	-	0
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	1200
Copper MG-L	-	1
Cryptosporidium PER_10L	-	0.1
Dicamba NG-L	-	30
Dichlobenil NG-L	-	20
Dieldrin NG-L	-	20
Diuron NG-L	-	30
Fluoranthene NG-L	-	50
Gamma BHC (lindane) NG-L	-	20
Geosmin - GCMS NG-L	-	3
Hexachlorobutadiene NG-L	-	20
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.03
Isoproturon NG-L	-	30
Linuron NG-L	-	30
Manganese MG-L	-	0.02

Mecoprop (CMPP) NG-L	-	30
Methabenzthiazuron NG-L	-	30
Metribuzin NG-L	-	30
Nitrate MGN-L	-	10
Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	3
p,p'-DDT NG-L	-	20
pH PH	6.5	8.5
Plate count 1 day @ 37°C PER_ML	-	50
Plate count 2 day @ 37°C CFU_1ML	0	10
Plate count 3 day @ 22°C PER_ML	-	500
Prometryne NG-L	-	30
Propazine NG-L	-	30
Quintozene NG-L	-	20
Silica MG-L	-	20
Simazine NG-L	-	30
Taste CODE	-	3
Terbutryne NG-L	-	30
Tetrachloroethene UG-L	-	5
Total organic carbon MG-L	-	3
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Total Pesticides NG-L	-	250
Tri-allate NG-L	-	30
Trichloroethene UG-L	-	10
Triclopyr NG-L	-	30
Trietazine NG-L	-	30
Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.4
Customer's Tap Samples	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
1,2-Dichloroethane UG-L	-	0.5
1st draw lead MG-L	-	0.05
2,4-D NG-L	-	30
2nd draw lead MG-L	-	0.01
Acid soluble aluminium MG-L	-	0.16
Alpha activity, total BQ_L	-	0.05
Aluminium MG-L	-	0.16

Atrazine NG-L	-	30
Benzene UG-L	-	0.25
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(b)fluoranthene NG-L	-	50
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Chlorotoluron NG-L	-	30
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	900
Copper MG-L	-	1
Dicamba NG-L	-	30
Diuron NG-L	-	30
Fluoranthene NG-L	-	50
Geosmin - GCMS NG-L	-	3
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.1
Isoproturon NG-L	-	30
Lead MG-L	-	0.01
Lead MG-L	-	0.01
Lead stagnation test MG-L	-	0.01
Linuron NG-L	-	30
Manganese MG-L	-	0.025
Mecoprop (CMPP) NG-L	-	30
Methabenzthiazuron NG-L	-	30
Methyl Isoborneol NG-L	-	3
Metribuzin NG-L	-	30
Metribuzin NG-L	-	50
Metribuzin NG-L	-	50
Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	2.2
Orthophosphate MG-L	-	0.5
pH PH	5.5	9.5
Plate count 1 day @ 37°C PER_ML	-	50
Plate count 2 day @ 37°C CFU_1ML	0	50

Prometryne NG-L	-	30
Propazine NG-L	-	30
Silica MG-L	-	5
Simazine NG-L	-	30
Taste CODE	-	2.2
Taste CODE	-	2.2
Terbutryne NG-L	-	30
Tetrachloroethene UG-L	-	5
Tetrachloroethene UG-L	-	5
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Trichloroethene UG-L	-	10
Triclopyr NG-L	-	30
Trietazine NG-L	-	30
Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.8
Service Reservoirs	Lower Action Limit	Upper Action Limit
1,1,1-Trichloroethane UG-L	-	25
Acid soluble aluminium MG-L	-	0.16
Alpha activity, total BQ_L	-	0.05
Aluminium MG-L	-	0.16
Benzo(a)pyrene NG-L	-	5
Benzo(b)fluoranthene NG-L	-	50
Benzo(ghi)perylene NG-L	-	50
Benzo(k)fluoranthene NG-L	-	50
Beta activity, total BQ_L	-	0.5
Carbon tetrachloride UG-L	-	1
Chloride MG-L	-	150
Coliforms p/a, swabs p/a PRES_ABS	-	0
Conductivity US-CM_25C	-	900
Copper MG-L	-	1
Fluoranthene NG-L	-	100
Indeno(123cd)pyrene NG-L	-	50
Iron MG-L	-	0.06
Lead MG-L	-	0.01
Manganese MG-L	-	0.5
Methabenzthiazuron NG-L	-	50
Metribuzin NG-L	-	50

Non-lactose fermenters PER_100ML	-	50
Odour CODE	-	3
pH PH	5.5	10
Plate count 2 day @ 37°C CFU_1ML	0	50
Silica MG-L	-	20
Taste CODE	-	3
Terbutryne NG-L	-	50
Tetrachloroethene UG-L	-	5
Total oxidised nitrogen MGN-L	-	10
Total PAHs NG-L	-	150
Trichloroethene UG-L	-	10
Trietazine NG-L	-	50
Trihalomethanes UG-L	-	80
Turbidity NTU	-	0.5