

Code of Practice for Pipelaying

The regulations explained



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We're different from other water companies. We're not-for-profit. This means that every penny goes back into keeping your bill down and looking after your water and beautiful environment—now, and for years to come. We think it's a better way of doing things.



This booklet is our Code of Practice, prepared under Section 182 of the Water Industry Act 1991 (the Act). It sets out good practice with regard to our powers and duties when we lay or carry out work on our water mains, sewers and apparatus in private land, or do work to prevent contamination of the water in our Water Treatment works. It also explains what you (the landowner, and/or occupier) are entitled to expect. The Act allows, and in some cases, requires us to do these works. It also lays down some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.

- 1.** The Code is not required to apply to works done in connection with surveying and trial holes; but we will observe its provisions where we can.
- 2.** Before we lay a pipe we need to plan a route. We consider many aspects, including:
 - the directness of possible routes
 - engineering considerations
 - the cost (both of laying and of maintaining the pipe)
 - the amount of any compensation which we may have to pay
 - the desirability of achieving gravity flow
 - the avoidance of sites of environmental importance
 - land drainage systems that may be present on land
 - the disruptive effect of the works (to traffic, businesses and individuals)
- 3.** As a result we may have to lay pipes in land which is in private ownership or occupation. Where that is the case we will consult you and, by the use of good working practice, seek to minimise the damage. We will carry out reinstatement after our works so that the land is restored to its original condition. Where this is not practicable, compensation is payable for loss or damage caused by the works.
- 4.** We will comply with the Code wherever it is possible and reasonably practicable to do so. If we cannot do so, we will always explain why. We will also comply with any other relevant legislation. This Code does not affect any other rights or powers that you or we may have.
- 5.** This Code is in three sections that describe what happens:
 - before the works start
 - during the works, and
 - after the works have been completed



Before the works start

Surveying and trial holes

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

Consultation and notice of works

7. We are required to give you a formal notice of our intention to carry out works on your land. We will serve notice on the owner and occupier of any land. The notice, which has to be in writing, will be accompanied by a plan. The plan is for assistance and only shows the approximate position of where the apparatus is to be constructed. These documents will give you information about where we intend to lay the pipe, the extent of the working area and when we intend to do the work. You should file the notice with the deeds of your property so that subsequent purchasers of the property are aware of the pipe and apparatus.

8. If the works involve laying a new pipe we will always try to contact you before we serve any formal notice. We are required to serve a 3-month notice of entry unless we are required to lay the pipe under a requisition, when we serve either a 14-day or 28-day notice.

9. If the works involve alterations to an existing pipe then, unless it is an emergency, we will aim to give you 42 days' notice, but this may not always be possible and we may have to serve a Notice with a shorter period. If we require entry to repair, maintain, alter or replace an existing pipe in an emergency we are not required to serve any notice. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleansing), repair or adjust the pipe we will give you reasonable notice, which will normally be seven days.

10. We will always make reasonable endeavours to consult you before the notice is served, but if for any reason we have not been able to consult before doing so, we will consult you about what we propose to do during the notice period. During that consultation we will be asking you for information about:

- ownership (and occupancy if different) of the land. It would be helpful if you would tell us if there is a change of occupier or owner
- any proposals you have for developing the land – such as proposals for building any permanent structures or subsisting planning consents
- known pipes, cables, equipment or structures below the ground
- anything which you believe might affect the timing of our works
- the location of springs, wells, cesspools or septic tanks or land drains and in particular any deep land drainage system (see paragraph 31).

- any harmful materials, liquids or vegetation in the area where we will be working, or any contaminated land, or if the land has been subject to any notifiable plant or animal diseases
- any areas with special needs, e.g. SSSI's, protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders, or conservation areas
- planned cropping and stocking
- any other factor which you believe is relevant/will affect our works and for which we may have to compensate you.

11. We will take account of all the matters mentioned above, as well as considering any suggestions that you (and/or adjacent landowners who are affected by the scheme) have about the route of the pipe, the timing of the works, and the reinstatement of land and land drains, and discuss them with you. By the time of making the final decisions about the route, we will have taken into account both engineering and operational needs and the long and short term costs of the works, as well as any representations you or your land agent/valuer have made. If at this stage we are unable to accommodate any suggestions or objections that you have, we will explain the final decision to you in writing if you ask us to do so.

12. The period of notice allows time for any issues to be addressed before we start work. At the end of that time we hope that matters between us will have been agreed. However, if you do not permit us access to your land in accordance with the notice we gave you, we are able to apply to the Magistrates' Court for a warrant to do so.

13. Once we start work we will keep as closely as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make significant changes, and you are unable to agree them with us, we will serve a fresh notice.

14. If, for any reason, the works do not start at or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the works will take, and also how long we anticipate any reinstatement will take. Once a notice has been served, you should not do anything on the land in question that might hinder or prevent us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. If you are in doubt, please contact us either online at dwrcymru.com, or by calling **01633 963 012**.

Timing of the works

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

Compensation

16. If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you will have any temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us (see paragraph 52).

Land Agents or Valuers

17. Where the work involves laying, repairing or replacing pipes you should use an approved land agent or valuer. If you do so, we will pay the reasonable cost of the land agent/valuer's fee after the claim has been settled. The maximum payable will be based on our standard scale of professional fees. If you want further information about this you should check with your land agent/valuer. We do not pay legal fees unless we ask you for a formal easement document that would require you to appoint a solicitor. If you want further information about this you should check with your land agent/valuer.

Record of condition of land

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

Contacts

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

Location of pipes and equipment

20. Normally all our pipes are laid below ground. We prefer to lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles such as rock outcrops, which prevent this. If this happens we will advise you of the final position and depth. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are occasional instances where other locations may be unavoidable. If you have deep land drainage you should alert us to this before we start work.

21. Generally, we put all our pipes and accessories below ground level. Accessories include a wide range of installations that are needed to use or operate the pipe, such as tanks, valves, manholes and pumps, and they all form part of the pipe. However, where we need to install a manhole or other accessory that will be raised or at ground level we will try to place it in a position to minimise interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction or depth, and at regular intervals. On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessory at or above ground level we will always discuss this with you first. If it is necessary to have a manhole in your garden, we will always discuss its location with you, and if possible give you a choice of its final siting within your garden.



During the works

Supervision

22. We will make sure that anyone working for us on your land is properly supervised and that they have been told not to stray outside the working area. If you have told the named contact about anything that requires special attention he/she will ensure that it is brought to the attention of those of our workers who might need to take it into account.

23. Except in an emergency, if we are working close to residential properties and need to work on bank holidays, weekend, or between the hours of 7.30pm and 7.30am, we will tell you in advance.

Access for owners and occupiers

24. We realise the importance of maintaining access to your property. Within reason, we will let you have access with stock or vehicle across the working area. If the location of the working area is such as to cut off access to part of your property/land we will discuss this with you before we commence work. If appropriate we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.

25. We will try to keep open existing means of access to areas severed by the works unless it would be more appropriate to provide an alternative. Where a common access is to be used both by you and us we will endeavour to keep it as clear as possible from mud and dust arising from our works. We will ensure that there is a minimum of interference with any existing means of access for emergency vehicles.

Access for ourselves

26. Normally we will gain access to our works over the working area. However, if access is required by any other route we will (unless it is an emergency) first consult you and include any additional access in the notice.

27. We will not construct any permanent gates, steps or stiles at the boundary between your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights. If any new gateways on to the highway are required due to our work, we will apply for planning permission.

Security of your property and of the working strip

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

Topsoil

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

Trees and hedgerows

30. Wherever possible we will seek to avoid felling or lopping any mature trees but if it is unavoidable we will consult you first. The removal and replacement of sections of some hedgerow boundaries are subject to the Hedgerows Regulations 1997 and the consent of the local planning authority is required. If trees are subject to a preservation order or in a conservation area we also consult the appropriate authority and abide by its conditions. If we have felled any mature trees, they will remain your property. If you wish we will dispose of them in accordance with any reasonable requests.

Land drainage

31. If you have any records of existing land drains, these should be made available to us at the earliest opportunity. We will then discuss with you the reinstatement work to any land drainage systems affected by the works as in some circumstances this may need to include preliminary work before pipelaying operations start. If we are made aware of an extensive land drainage system then prior to the works we may engage a land drainage consultant to draw up a remedial scheme.

32. If during the works we discover a land drainage system which you did not tell us about, we will tell you. If we disturb it, or any land drainage system that you have told us about, we will do our best to reinstate or replace it to the same standard as existed prior to the works. We will, where practicable, lay our pipe under the land drainage system. We will tell you when we are going to carry out remedial work and will give you the opportunity to inspect the site.

33. We will make a record (which may include photographs) of any land drains disturbed and the replacement/reconnection work carried out. If you wish we will give you a copy. If we construct any drains in locations where they did not previously exist we will discuss this with you, give you an opportunity to inspect the site and provide you with a record of the works on completion. You may wish to consider filing a copy with the deeds.

Watercourses

34. Where our pipe crosses beneath a water course, it will be laid in accordance with the requirements of Natural Resources Wales, the Environment Agency and Local Authority where relevant. In the absence of such requirements the top of the pipe will be at least 300mm below the original cleared bottom of the watercourse and will be covered by concrete.

35. If our works affect any watercourse we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the conclusion of the work as it was before.

Water supplies and other services

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

Areas affected by disease

37. If you advise us that the area in which we have to work is infected by a disease notifiable under the Animal Health Acts 1981 and 2002 (e.g. foot and mouth) we will follow the requirements of the Department for Environment Food and Rural Affairs (DEFRA). If we have to make an emergency entry, we will take all necessary precautions. If DEFRA have imposed requirements to avoid spreading soil-borne pests and diseases, we will, of course, comply with them.

Fishing and sporting rights

38. Neither our staff nor our land agents/valuers will be allowed to carry firearms on the working area. We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Guard Dogs Act 1975).

39. If there are fishing or sporting rights adjacent to the working area we will make reasonable endeavours to see that our works minimise any interference with the enjoyment of them.

Facilities for workers

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

Private agreements

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

Explosives

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

Cathodic protection

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

Temporary support

44. If the carrying out of our works means that any of your buildings, structures or equipment may need temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

Fossils and articles discovered

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



After the works

Reinstatement

46. In doing our works we will try to do as little damage as possible. Temporary damage, such as topsoil stripping, may take place in order to effect good working practice and reinstatement. At the completion of the works we will restore the area where we have worked to the same condition that it was in before we started. On the occasions that this is not reasonably possible we will pay compensation to reflect the depreciation in the value of the land.

47. We will remove all tools and equipment and any contaminants brought to the site, and take away any surplus excavated material unless you ask us not to and we are legally able to comply with such a request. The site will be left clean and tidy. Before we hand the working area back to you we will arrange a joint inspection to ensure satisfaction. Where we have undertaken pipe cracking operations we may leave the original pipe in the ground and let the new main lie embedded in the debris from the old shattered main, recording the renewal accordingly on our asset database.

48. If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary, provided the structure will not prevent us obtaining access to the pipe or cause damage to the pipe. Subject to the Hedgerow Regulations, if we have damaged a hedge we will replant it with appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively, we will pay compensation. The contractor's maintenance period is normally 12 months from the completion of pipe laying.

49. If the work has been in a garden we do our best to ensure that the reinstated garden matches the unaffected garden. If necessary, we will employ an accredited garden landscaper for the reinstatement works. Where this is not practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.

50. In the event that a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage specialist. Alternatively, compensation may be paid.

Information

51. If requested, we will inform you in writing of the 'as laid' position and depth of the pipe and the extent of the land (the sterilised area) which needs protection. The width of the area will be kept to the minimum possible and will be sufficient only for us to gain access and work on the pipe if required. This width will be influenced by the size of our pipe and the depth at which it has been laid. In order to avoid damage to the pipe and to ensure that we are able to access the pipe we will inform you of any activities which are prohibited. This includes, planting of certain types of trees, storage of certain materials or erecting buildings, but will not prevent normal agricultural operations.

Compensation

52. If we have caused permanent loss in the value of your land as a result of the presence of our pipes, or if you have suffered temporary losses or disturbance caused by the works, you may be entitled to compensation; also if you have suffered damage to your property that we have not been able to put right. You should note that disturbance compensation will only be paid for items which are directly and unavoidably incurred as a result of our work. If you are experiencing significant disturbance you should, at the time of the disturbance, keep your contact informed and let him/her know if you are likely to incur additional costs. It is in your own interest to keep a diary of events and evidence of any loss you consider you have suffered. If you have appointed a land agent or valuer (see paragraph 17) he/she will prepare and negotiate your claim for you. Your claim will be treated confidentially.

53. If you or your land agent/valuer ask us in writing, we will pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement. Interest may be payable on your claim. Your land agent/valuer will be able to advise you about this.

54. If after negotiating with us, compensation cannot be agreed, you may refer the matter to the Upper Tribunal (formerly Lands Tribunal) for determination of levels of compensation and costs. However, it is for your land agent/valuer to advise and we will not pay your land agent/valuer's fees to prepare your case.

55. If in the future you wish to develop the land, the Act makes provision for you to ask us to alter or remove the pipe. If the request is not unreasonable, we have a duty to comply but you will have to bear all the costs of doing so.

Complaints

56. When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workers and contractors working for us to be polite, considerate and helpful. If you have a problem in the first place please get in touch with the named contact.

If you are unable to resolve the matter please contact us:

The Estates Team
Dŵr Cymru Welsh Water
Ty Awen
Spooner Close
Coedkernew
Newport
NP10 8FZ
Phone: 01633 963 012
Email: estates@dwrcymru.com

IMPORTANT

Please contact us first as both Consumer Council for Water and OFWAT will normally only investigate complaints you've already told us about and they will want to see how we handled your original complaint

Review by Independent Customer Watchdog

If we have fully reviewed your complaint and you still remain unhappy, you can ask the Consumer Council for Water to review your case. This is an independent body which represents customers' interests and investigates complaints.

You can contact them at:

Consumer Council for Water
c/o 1st Floor,
Victoria Square House,
Victoria Square,
Birmingham,
B2 4AJ

Phone: 0300 034 3333
Email: enquiries@ccwater.org.uk
Visit: ccwater.org.uk

The Regulator

Ofwat is the independent regulator set up to safeguard the interest of customers of the water and sewerage companies. Ofwat has a duty to investigate complaints about the manner in which we have undertaken pipelaying on private land. Complaints to Ofwat should normally be made within 12 months of the event complained about. Ofwat cannot investigate disputes about the amount of compensation. Contact details are:

The Water Services Regulation
Authority (OFWAT)
Centre City Tower, 7 Hill Street
Birmingham
B5 4UA

Phone: 0121 644 7500
Email: mailbox@ofwat.gov.uk

Any correspondence with Ofwat should enclose copies of correspondence with Welsh Water and CCWater.