

Code of Practice

For the exercise of pipelaying powers on private land

YorkshireWater

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Code of Practice: Introduction

1 This booklet is our Code of Practice, prepared under s.182 of the Water Industry Act 1991 (the Act) and has the approval of the Secretary of State. It sets out good practice with regard to our powers and duties when we lay or carry out work on pipes in private land, or do work to prevent contamination of the water in our waterworks. 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.

2 Before we lay a pipe we need to plan a route. We consider many aspects including:-

- the directness of possible routes
- the cost (both of laying and of maintaining the pipe) and the amount of any compensation which we may have to pay
- the disruptive effect of the works (to traffic, businesses and individuals)
- engineering considerations
- the desirability of achieving gravity flow and
- the avoidance of sites of environmental importance

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 this 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 Certain provisions of this Code are not applicable to the laying of pipes within a developer's site. In particular paragraphs 17-20, 31 and those relating to reinstatement do not apply. Similarly, certain provisions may not apply when we do work on a supply pipe. You should also note that although the Code is not required to apply to works done in connection with surveying and trial holes we will, nevertheless, comply with its provisions where applicable.

6 This code is in three sections that describe what happens:-

- before the works occur
- during the works
  and
- after the works have been completed

Section one: Before the works occur

Surveying and trial holes

7 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 to lay the pipe. 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, or we have agreed a shorter period, we will give you a minimum of seven days' notice of our entry. We will 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

8 We are required to give you a formal notice, of our intention to carry out works on your land. The notice, which has to be in writing, will be accompanied by a plan. 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. It is advisable to file the notice with the deeds of your property, so that subsequent purchasers of the property are aware of the pipe and apparatus. We will also give you notice of our entry.

9 It is our practice to serve a single notice in respect of both entry and the works. You may wish to enter into a formal Deed of Easement with us defining more precisely our respective rights. Upon request we will send a copy of our standard form Deed to you, your valuer and your solicitor. We will pay valuation fees and legal charges reasonably and properly incurred by you in the negotiation, preparation and completion of the Deed of Easement.

10 If the works involve laying a new pipe we will always try to contact you before we issue the notice. Unless it is an emergency or in response to a requisition we will give you at least three months' notice. If we have to lay a pipe in response to a requisition we will give you as much notice as possible, but this will normally be a minimum of 21 days.

11 If the works involve alterations to an existing pipe, then, unless it is an emergency, we will give you at least 42 days' notice. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleanse), repair or adjust we will give reasonable notice, this will normally be at least seven days (unless you agree to a shorter period).

12 We will always use our best endeavours to consult you before the notice is served, but if for any reason we have not been able to 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 paragraphs 22 and 33)
- 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

13 We will take account of all 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 decision 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 comments or suggestions you or your agent have made. If at this stage we are unable to meet any suggestions or objections that you have, we will explain the final decision to you in writing if you ask us to do so.

14 The period of notice allows time for any objections 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 a Magistrate for a warrant to do so.

15 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.

16 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 statutory 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 get in touch with us for advice and clarification.

Timing of the works

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

Compensation

18 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 temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us (see paragraph 54 et seq).

Agents

19 In some circumstances you may feel it is appropriate to appoint an agent, e.g.
a surveyor experienced in this type of work, to act on your behalf in advising you on the works, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes we would accept that you should do so. If you do so, we will pay the reasonable cost of the agent's fee after the claim has been settled. We would not usually pay legal fees unless we ask you for a formal easement document that requires additional work.

Record of condition of land

20 We will make a full schedule 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 agent prior to the scheme commencing (if you do not have an agent, 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

21 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 your normal contact is unavailable.

Location of pipes and equipment

22 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.

23 Generally, we put all of our pipes and accessories below ground level. 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.



Section two: During the works

Supervision

24 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.

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

Access for owners and occupiers

26 We realise the importance to you of maintaining access to your property. Within reason, we will let you have access with stock or vehicles across the working area. If the location of the working area is such as to cut off access to part of your property 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.

27 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 that access 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

28 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.

29 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.

Security of your property and of the working strip

30 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 stockproof fence. In these circumstances we will ensure the stockproof 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 give consideration to 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

31 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, and in particular 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 similar nature, structure and quality.

Trees and hedgerows

32 Wherever possible we will seek to avoid felling or lopping any mature trees but if it is unavoidable we will consult you first. If the trees are subject to a preservation order or in a conservation area we will 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

33 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 system 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.

34 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.

35 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 land 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

36 Where our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the Environment Agency and Internal Drainage Boards. 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.

37 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 works as it was before.

Water supplies and other services

38 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 of samples being analysed to determine quality and for levels in wells and flows from springs to be recorded and agreed 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 moved to a new, temporary or agreed permanent, location.

Areas affected by disease

39 If you advise us that the area in which we have to work is infected by a disease notifiable under the Animal Health Act 1991 (e.g. foot and mouth) we will follow the requirements of the Department of the 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

40 Neither our staff nor our agents 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).

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

Facilities for workmen

42 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 workmen to avoid fouling the surrounding land.

Private agreements

43 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 yourself and the contractor.

Explosives

44 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

45 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

46 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

47 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.

Section three: After the works

Reinstatement

48 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.

49 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.

50 If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. 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 pipelaying.

51 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.

52 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

53 We will inform you in writing of the as laid position and depth of the pipe (if less than 900mm deep) 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. In order to avoid damage to the pipe and to allow us access we will give you information on any activities which should not be carried out without our express permission in that area. This will include planting of certain types of trees or erecting buildings but will not prevent normal agricultural operations.

Compensation

54 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 know if you are likely to incur additional costs. It is in your own interest to keep a diary of events. If you have appointed an agent (see paragraph 19) he will prepare and negotiate your claim for you. Your claim will be treated confidentially.

55 If you or your agent asks 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 agent will be able to advise you about this.

56 If after negotiating with us, the level of compensation cannot be agreed the matter can be referred to the Lands Tribunal or some other form of independent alternative dispute resolution agreed between us. However, we will not pay your agent's fees to prepare your case. It is up to the Tribunal to decide if, and how, costs should be awarded.

57 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 at your expense. If the request is not unreasonable, we have a duty to comply



Complaints

58 When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workmen 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 to your satisfaction you should:

Visit the **yorkshirewater.com/contactus**

Call us on **0345 1 24 24 24**
(between 6.30am and 10pm Monday to Saturday or Sunday 7.30am to 10pm)

Write to us
Yorkshire Water
PO Box 52,
Bradford
BD3 7YD

59 The Water Services Regulation Authority (OFWAT) is the independent watchdog setup to safeguard the interest of customers of the water and sewerage companies. The Water Services Regulation Authority has a duty to investigate complaints about the manner in which we have undertaken pipelaying on private land, and if appropriate make an award of up to £5000. However OFWAT cannot investigate disputes about the amount of compensation. OFWAT has issued an information note on its role in dealing with such complaints and this is available on request.

Complaints to the Water Services Regulation Authority should normally be made within 12 months of the event complained of.



Email **enquiries@ofwat.gsi.gov.uk**



Call them on **0121 625 1300/1373**



Write to
Water Services Regulation Authority OFWAT
Centre City Tower
7 Hill Street
Birmingham
B5 4UA

Notes

Glossary of terms

Note
The Glossary does not form part of the Code of Practice for the exercise of pipelaying powers on private land and is for information only.

Alterations
Altering a pipe, its size or course means moving or removing it and replacing it with a pipe which is of the same description of relevant pipe as the pipe replaced.

Accessories
Accessories, in relation to a water main, sewer or other pipe, includes any manholes, ventilating shafts, inspection chambers, settling tanks, wash-out pipes, pumps, ferrules or stopcocks for the main, sewer or other pipe or any machinery or other apparatus which is designed or adapted for use in connection with the use or maintenance of the main, sewer or of another accessory for it, but does not include any (electronic communications apparatus) unless it:-

- is or is to be situated inside or in the close vicinity of the main, sewer or other pipe or inside or in the close vicinity of another accessory for it; and
- is intended to be used only in connection with the use or maintenance of the main, sewer or other pipe or of another accessory for it.

Cathodic protection
The provision of sacrificial anode or impressed current to protect the life expectancy of pipes or underground assets.

Emergency
Includes any danger to persons or property and to any interruption of a supply of water provided to any premises by any person and to any interruption of the provision of sewerage services to any premises.

Land
The land (including any buildings or other structures and land covered with water) on which or on part of which we carry out or propose to carry out Works.

Relevant pipe
A relevant pipe is:-

- in relation to a water undertaker, a water main (including a trunk main), resource main, discharge pipe or service pipe; and
- in relation to a sewerage undertaker, any sewer, disposal main or lateral drain

Requisition
A requirement by a developer under s41 of the Act (water) or s98 of the Act (sewerage) for installation of a water main, sewer, or lateral drain with which we must comply.

Glossary

We (our)
Yorkshire Water Services Limited and for the purposes of this Code UNLESS SO SPECIFIED includes our agents, employees and contractors engaged in carrying out the Works.

Work(s)
Any works which we intend to carry out under the powers given to us by s159 or 161(2) of the Act which includes reinstatement.

Working area
The land which we require so that we can carry out the works in accordance with the practices laid out in this code.

You (your)
The owners and/or occupiers on whose land we will be working.

If you need to get in touch:

Visit our website yorkshirewater.com

Tweet us @YWHelp

Call us on 0345 1 24 24 24
Our contact centre is open for billing enquiries
Monday to Friday 8am-8pm and Saturday 9am-5pm.

For water and sewerage enquiries we're open Monday to Saturday 6.30am-10pm and Sunday 7.30am-10pm. We're open 24 hours a day for emergency calls.

Write to us
PO Box 52
Bradford
BD3 7YD

Other useful numbers:

Asian language	**0345 1 24 24 21**
Text telephone/minicom	**0345 1 24 24 23**
24 Hour automated services (meter readings and payments)	**0345 1 247 247**
Fax number	**01274 372 800**

Codes of Practice available:

- Our Customer Charter
- What if you need some extra help?
- What do we charge and why?
- Tell us what you think
- What if paying your bill is a problem?
- How do we manage your water supply?
- What happens if you've got a leak?
- Whose pipe is it?
- Where does your water go?
- Would a water meter be right for you?

Our Business Customer Charter details our service commitments, including the payments you're entitled to if we don't meet our promises.

Visit yorkshirewater.com/policies for details

Yorkshire Water Services Limited, Ellington House,
9 Savannah Way, Leeds Valley Park, Leeds, LS10 1AB
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