

ICOSA WATER SERVICES LIMITED

ACCESS TO 3RD PARTY LAND

INFORMATION, HELP AND ADVICE FOR LANDOWNERS



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INTRODUCTION

1. This booklet is our Code of Practice, prepared under section 182 of the Water Industry Act 1991 (the Act) for which the Secretary of State's approval has been granted. It sets out good practice regarding 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 pipework. 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 maintaining the pipe) and the amount if any compensation which we may have to pay
 - The disruptive effect of the works (to traffic, business and individuals)
 - Engineering considerations
 - The desirability of achieving gravity flow
 - The avoidance of sites of environmental importance.
3. As a result, we may have to lay and maintain pipes in land which is in private ownership or occupied. If so, we will consult you and seek to minimise damage. We will carry out reinstatement after the work so that the land is restored as near to its original condition as possible. Where this is not practicable, compensation is payable for loss or damage caused by our work.
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. Certain provisions of this Code are not applicable to the laying of pipes within a developer's site. In particular, paragraphs 17-21, 33 and those relating to reinstatement do not apply in these cases. 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 and describes what happens:
 - Before our work begins
 - During our work
 - After our work has been completed.



SECTION ONE – BEFORE THE WORK BEGINS

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 to lay the pipe. 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. If we need to make any exploratory trial or bore holes to determine the nature of soils and geology below the surface of your land, we will tell you and we will disturb the land as little as possible. If we are unable to fill in the hole immediately, we will secure it and fence it off if necessary. Compensation can be claimed for any loss of revenue due to temporary restriction of access and use of 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 or carry out work on the pipe, the extent of the working area and when we intend to do the work. We advise you to file this 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. After consultation with you, we will normally carry out the works using our statutory powers of entry. All pipelaying work will be carried out in accordance with this Code of Practice.
10. If the work involves 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, for example if we wish to inspect, carry out routine maintenance (including cleansing), repair or adjust the pipework, we will give reasonable notice. This will normally be at least 7 days (unless you agree to a shorter period).
12. We will do our best 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 ask you for information about:
 - Ownership and occupancy 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 current 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, septic tanks or land drains and in particular any deep land drainage system (see paragraph 35)
 - 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 for example Sites of Special Scientific Interest (SSSI) 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 or will affect our works and for which we may have to compensate you.
13. We will take account of all the matters mentioned above, as well as considering any suggestions that you (and 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. When making the final decision about the route, we will have taken into account engineering and operational needs, 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 requested.
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 gain access.
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 new notice.
16. If the work does not start at or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is confirmed, we should be able to give you a reasonable idea of how long the work will last and 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 any normal agricultural operations up to the actual time of entry. If you are in doubt, please contact us for advice and clarification.

Timing of the work



17. We will endeavour to do the least damage to land whilst carrying out works within engineering, operational and other constraints.

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 any temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us (see paragraphs 57-60).

Agents

19. In some circumstances, you may feel it is appropriate to appoint an agent, for example a surveyor experienced in this type of work, to act on your behalf in advising you on the work, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes, we would accept that you should appoint an agent. If you do so, we will pay the reasonable costs of the agent's fee after the claim has been settled. The maximum payable will be based on a standard scale of professional fees, known as Ryde's scale.

If you want further information about this, you should check with Icosa. We do 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 nearby, any accesses and any compounds for the proposed scheme. This may consist of written notes, photographs or a video recording with verbal commentary. A copy will be sent to your agent or yourself prior to the scheme commencing. 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.

21. If you have deep land drainage you should alert us to this before we start work (see paragraphs 35-37 on land drainage).

Contacts

22. Before the work commences, we will give you the name, workplace address and telephone number of the person responsible for supervising the work. Normally, he or 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



23. Normally, all our pipes are laid underground. We prefer to lay them with 900mm minimum cover to the top of the pipe as this protects them from frost and prevents them 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 it's location and depths, 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.
24. Generally, we put all 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 current or future intended usage. For engineering reasons, we need to install manholes at regular intervals where a sewer changes direction or depth. We may also need to install air valves at high points on pressure mains 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.
25. If we need to install a manhole in your garden, we will always discuss its location with you and if possible, give you a choice of its final siting.

SECTION TWO - DURING THE WORK SUPERVISION

1. We will make sure that anyone working for us on your land is properly supervised and that they are told not to go 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 our workers.
2. 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

3. We understand 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 cuts off access to part of your property, we will discuss this with you before we commence work. Where appropriate, we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.
4. If possible, all existing means of access affected by our work will be kept open unless it would be more appropriate to provide an alternative. Where an access is used by you and us, we will endeavour to keep it as clear as possible from any 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

5. Normally, we will gain access to our works from the public highway 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.
6. 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 the consent of both landowners. We will maintain public access rights.

Security of your property and of the working area

7. 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. We will ensure the stockproof fence is maintained during the course of the work and reinstatement. We 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 through, because of 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 work and reinstatement the existing level of security of your property is not reduced.

Topsoil

8. We will seek to preserve the structure of the soil. When the topsoil is stripped from the land, we will store it separately from other excavated materials. We will not compress it with machinery. When the work is 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, the topsoil will be replaced to the same depth as it was originally. Likewise, no large stones excavated during the work will be left on the surface. If we are unable to use the topsoil 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

9. Wherever possible we will avoid felling or lopping any mature trees, but we will consult you first if it is unavoidable. If trees are subject to a preservation order and hedgerow(s) subject to the provisions of The Hedgerows Regulations 1997 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



10. 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 work. 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.
11. If during the work we discover a land drainage system, which you did not tell us about, we will inform you. If we disturb any land drainage system, 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 we will give you the opportunity to inspect the site.
12. We will make a record, which may include photographs, of any land drains disturbed and the replacement or reconnection work carried out. If you would like a copy, please let us know. If we need to build any land drains in a new location, we will discuss this with you and give you an opportunity to inspect the site. We will also provide you with a record of the works as you may wish to file a copy with your deeds.

Watercourses

13. If 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.
14. If our work affects any watercourse to which your land drains, we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the completion of the work as it was before.

Water supplies and other services

15. 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 steps to ensure that our work does not pollute any water supplies or watercourses. If there is any likelihood of interference with private water supplies, such as wells or springs, we will arrange and pay for samples being analysed to determine quality. The level in wells and flows from springs will also 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



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

Fishing and sporting rights

17. 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).
18. If there are fishing or sporting rights adjacent to the working area, we will take reasonable steps to make sure our works minimise any interference with the enjoyment of them.

Facilities for workers

19. If we bring any huts or caravans 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. Sanitary equipment and welfare facilities will be provided for the convenience of our workers.

Private agreements

20. If you make any agreements directly with our contractors, we will not be responsible for any consequences nor intervene in any such agreement made between yourself and the contractor.

Explosives

21. If we have to store or use explosives, we will give you notice and tell you the periods when 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

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

Temporary support



23. If during our work your buildings, structures or equipment may require temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

Fossils and articles discovered

24. 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. As we have a legal obligation to protect and conserve objects of archaeological interest, 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 WORK HAS BEEN COMPLETED

Reinstatement

26. Whilst carrying out our work, we will try to do as little damage as possible. When the works have been completed, we will restore the area where we have worked to as close to its original condition as possible. We will pay compensation if there is any depreciation in the value of the land attributable to our work.
27. We will remove all tools, 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.
28. 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.
29. If the work has been in a garden, we will do our best to ensure it looks the same as its original condition. If necessary, we will use an accredited garden landscaper for the reinstatement work. Where this is not practical, or if you prefer, we will agree compensation in advance for you to carry out the work yourself.
30. Before reinstating agricultural land, we will agree with you what subsoil preparation is required prior to spreading the topsoil.
31. If 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



32. We will inform you in writing of the position and depth of the laid pipe if less than 900mm cover and advise of the extent of the land that 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. 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 in that area without our express permission. This will include planting of certain types of trees or erecting buildings but will not prevent normal agricultural operations.

Compensation

33. You may be entitled to compensation if we have caused permanent loss in the value of your land as a result of the presence of our pipes. This may also be the case if you have suffered temporary losses or disturbance due to the work or if you have suffered damage to your property that we have not been able to put right. Disturbance compensation will only be paid for costs which are directly and unavoidably incurred as a result of our work. If significant disturbance occurs, you should 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.

If you have appointed an agent (see paragraph 19), your agent can prepare and negotiate your claim for you. Your claim will be treated confidentially.

34. If you, or your agent, 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 agent will be able to advise you about this.
35. If the level of compensation cannot be agreed after negotiation, 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.
36. If you wish to develop the land in the future, the Act makes provision for you to ask us to alter or move the pipe at your expense. If the request is not unreasonable, we have a duty to comply.



Complaints

37. 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, please contact the named contact first. If you are unable to resolve the matter to your satisfaction you should telephone or write to our investment delivery manager who will implement the Company's internal complaints procedure. Please address all correspondence to:

Icosa Water Services Limited
Sophia House
28 Cathedral Road
Cardiff
CF11 9LJ

38. The Water Services Regulation Authority (Ofwat) is the economic regulator of the water and sewerage companies in England and Wales. It makes sure that water and sewerage companies provide household and business customers with quality service and value for money. Ofwat has a duty under section 181 of the Water Industry Act 1991 to investigate complaints about the way we have consulted on or 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 claimed under schedule 12 of the Water Industry Act 1991, as these disputes fall to the Lands Tribunal to determine. Ofwat has issued an information note on their role in dealing with such complaints and this is available upon request or from Ofwat's website. Complaints to Ofwat should normally be made within 12 months of the event of the dispute. Ofwat's address is:

Ofwat
Centre City Tower
7 Hill Street
Birmingham
B5 4UA
Telephone: 0121 625 1300
www.ofwat.gov.uk



APPENDIX

Definition of terms

39. **“Working area”** The area including the land which Icosa Water requires to carry out the works as specified, notified or agreed in accordance with Section 1 Clause 2 of this Code.
40. **“Requisition”** The provision of a sewer or water main under the provision of the Water Industry Act 1991, usually in response to a request from developer.
41. **“Accessories”** Includes any manholes, ventilating shafts, inspection chambers, settling tanks, washout pipes, pumps, ferrules or stopcocks for the water main or sewer or other pipe, or any machinery or other apparatus intended for use with the sewerage or water supply systems.
42. **“Pressure main”** A water main or sewer in which the flow is pumped, as opposed to gravity flow.
43. **“Cathodic protection”** A low voltage electrical protection system designed to prevent corrosion of the pipeline.



CONTACT US

If you would like to discuss any aspect of our service, please contact our team. There are a number of ways in which you can contact us.

You can write to us at:

Icosa Water Services
Sophia House
Cathedral Road
Cardiff
CF11 9LJ

Telephone:

If you have any queries, please feel free to call our teams:

Customer Service Team on **0330 111 0780**.

Billing Team on **0333 000 0113**

Email us:

customerservices@icosawater.co.uk

Our office hours for general and billing enquires are:

Monday – Friday 8:30am to 5:30pm (Excluding Bank Holidays).

Drainage Emergencies:

For any drainage emergencies please call our 24-hour emergency number **0330 111 2014**.

Our website **www.icosawater.co.uk** contains further company information. If you do not have access to the internet, we can send you any relevant information that you require by post

