

Code of practice for exercising pipelaying powers on private land



Contents

- 1 **Introduction**
- 3 **Section one – Before the works commence**
 - Surveying and trial holes
 - Consultation and notice of works
- 6 Timing of the works
 - Compensation
 - Agents
 - Record of condition of land
- 7 Contacts
 - Location of pipes and equipment
- 8 **Section two – During the works**
 - Supervision
 - Access for owners and occupiers
 - Access for ourselves
- 9 Security of your property and of the working strip
 - Topsoil
- 10 Trees and hedgerows
 - Land drainage
- 11 Watercourses
 - Water supplies and other services
 - Areas affected by disease
- 12 Fishing and sporting rights
 - Facilities for workmen
 - Private agreements
 - Explosives
 - Cathodic protection
- 13 Temporary support
 - Fossils and articles discovered
- 14 **Section three – After the works**
 - Reinstatement
- 15 Information
 - Compensation
- 16 Complaints

Introduction

1. This booklet is our code of practice, prepared under Section 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 on private land or undertake 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 undertake these works. It also sets 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 the 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 of practice 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 undertake work on a supply pipe. You should also note that although the code is not required to apply to works undertaken in connection with surveying and trial holes we will, nevertheless, comply with its provisions where possible.
6. This code is in three sections:
 - before the works commence
 - during the works, and
 - after the works have been completed

Section one – Before the works commence

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 we can work out the best route and method by which to lay the pipe. If we need to make any experimental trial holes or exploratory borings 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. If exercising powers under the terms of the Act, 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. In some cases we prefer to carry out works on land by agreement whereby an easement will be prepared. In such cases we will still comply with the provisions of this code of practice, where applicable.
10. Once we have given you notice of works and agreed the Terms and Conditions we will then agree the actual dates for carrying out the works on your land.

11. 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 main requisition [under Section 41-43 of the Industry Act 1991], 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.
12. If the works involve alterations to an existing pipe, we will give you at least 42 days' notice (unless it is an emergency). In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleansing), make repairs or adjustments, we will give reasonable notice. This will normally be at least seven days, unless you agree to a shorter period.
13. 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 inform us of any change of occupier or owner;
 - any proposals you have for developing the land – such as proposals for building any permanent structures or any 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, land drains and, in particular, any deep land drainage system (see paragraph 34);
 - any harmful materials, liquids or vegetation in the area where we will be working, any contaminated land or if the land has been subject to any notifiable plant or animal diseases;
 - any areas with special designations, e.g. SSSIs, protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas;

- planned cropping and stocking; and
 - any other factor which you believe is relevant or will affect our works and for which we may have to compensate you.
14. 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/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 costs as well as any comments or suggestions you or your agent have made. If at this stage we are unable to agree with any suggestions or objections that you have we will explain the final decision to you in writing.
 15. 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.
 16. Once we start work we will adhere to the notified route as far as possible. We will consult with you if we are not able to do so. If we find that we need to make significant changes that you are unable to agree then we will serve a new notice.
 17. If, for any reason, the works do not start on 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 contact us for advice and clarification.

Timing of the works

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

Compensation

19. 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 55 onwards).

Agents

20. 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 our work involves pipelaying we would accept your grounds for appointing an agent. 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 for a formal easement document that requires additional work.

Record of condition of land

21. We will make a full schedule of the 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 written notes, photographs or a video recording with verbal commentary. A copy will be sent to your agent prior to the scheme commencing or to you if do not appoint an agent. Please inform us if you believe that we have omitted any relevant details. The purpose of the record is to help all parties check that we have restored the land to its original condition as near as possible, unless you have asked us to consider alternative proposals, and that any buildings also remain in the original condition they were at the start of the works.

Contacts

22. Before the works commence we will give you the name, business address and telephone number of the person responsible for supervising the works. We will also give you an emergency telephone number for use outside normal working hours.

Location of pipes and equipment

23. 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 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.
24. Generally we install 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 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

25. 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, they will ensure that it is brought to the attention of our operatives on site.
26. We will tell you in advance 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 may, however, not be able to do this in some emergency situations.

Access for owners and occupiers

27. We realise the importance of you maintaining access to your property. Within reason, we will let you have access for 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.
28. 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 minimum interference with any existing means of access for emergency vehicles.

Access for ourselves

29. Normally we will gain access to and from our works directly 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.

30. 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

31. 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 which will contain livestock 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 we will erect straining posts at junctions of our fencing with existing fencing to 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 normally have access to the working area. However, if it is a necessity, we will provide you with access across the working area. The existing level of security to your property will not be reduced or compromised during the works and reinstatement.

Topsoil

32. 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. In particular, topsoil will be replaced to the same depth as it was originally. Large stones excavated during the works will not be 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

33. Wherever possible, we will seek to avoid felling or lopping of 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. It would be helpful if you could advise us of any known tree preservation orders or other such restrictive orders before any work commences.

Land drainage

34. 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. 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 design a remedial scheme.
35. We will inform you if, during the works, we discover an unknown land drainage system. 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 tell you when we are going to carry out remedial work and will give you the opportunity to inspect the site.
36. We will make a record, which may include photographs, of any land drains uncovered and any replacement/reconnection work carried out. If you wish we will provide you with 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 of your property.

Watercourses

37. 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.
38. If our works affect any watercourse, we will discuss our proposals with you. 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

39. 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 an alternative temporary or, if agreed, permanent location.

Areas affected by disease

40. 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, e.g. foot and mouth, we will follow the requirements of the Department of the Environment, Food, Regions and Agriculture (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

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

Facilities for workmen

43. If we bring any huts or caravans onto 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

44. 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

45. 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

46. 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

47. 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

48. 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

49. In undertaking our works we will endeavour to limit any damage or disturbance. 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.
50. We will remove all tools and equipment and any contaminants brought to the site. We will remove 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.
51. 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.
52. 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.
53. 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

54. We will provide you with a plan indicating the “as-laid” position of the main and confirm to you the 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 to 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

55. 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 or, if you have suffered damage to your property that we have not been able to put right, you may be entitled to compensation. You should note that disturbance compensation will only be paid for items which have been 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 them 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 20) they will prepare and negotiate your claim for you. Your claim will be treated confidentially.
56. 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.

57. 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 arbitration, 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.
58. 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

59. When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workmen and any contractors working for us to be polite, considerate and helpful. If you have a problem, in the first instance, please get in touch with the named contact. If they are unable to resolve the matter to your satisfaction, you should then contact our Network Operations Manager.
60. Ofwat (The Water Services Regulation Authority) is the independent regulatory body set up to safeguard the interest of water and sewerage company customers. The Director General of Ofwat 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 £5,000. However, the Director General cannot investigate disputes about the amount of compensation. An information note on dealing with such complaints has been issued and this is available on request. Complaints to the Director General should normally be made within 12 months of the event. The address is Ofwat, Centre City Tower, 7 Hill Street, Birmingham, B5 4UA; telephone number 0121 625 1300; and web address www.ofwat.gov.uk

Bournemouth Water

George Jessel House, Francis Avenue,
Bournemouth, BH11 8NX

[Customer Service 01202 590059](tel:01202590059)

Fax 01202 597022

customerservice@bournemouthwater.co.uk

Automated card payment service 0800 389 5110

Freephone Leakline 0800 587 8979

www.bournemouthwater.co.uk