

This document can be provided in Welsh on request.

WATER UK BULK SUPPLY AGREEMENT

SPECIAL CONDITIONS (FIRST EDITION)

Definitions

| | | |
|-----------------------------------|---|---|
| Alternative Supply Point | <i>[for use only where optional clauses F or G are adopted]</i> The alternative Supply Point marked as such on the Plan (if any) being the point where any piped Emergency Supply or piped Assistance Supply may be provided by the Water Company <i>[adapt where a Temporary Connection becomes an Alternative Supply Point on the Temporary Connection End Date]</i> | Condition not applied |
| Appendix | The appropriate appendix to this agreement which are attached to these Special Condition, namely: <ol style="list-style-type: none"> 1. Plan and Supply Point; 2. Contact Protocol 3. Water Quality Protocol | The appropriate appendix to this agreement which are attached to these Special Condition, namely: <ol style="list-style-type: none"> 1. Plan and Supply Point; 2. Contact Protocol 3. Water Quality Protocol |
| Charging Date | In each year <i>[the [first][15th][last] day of each calendar month][[1 January] [1 April] [1 July] [1 October]]</i> | Condition amended to: Within 5 Business days of the 1 st day of each calendar month |
| Contact Protocol | The contact details for both parties as set out in Appendix 2. | The contact details for both parties as set out in Appendix 2. |
| Estimated Connection Contribution | £ <i>[number]</i> | Condition not applied |
| Maximum Demand | <i>[number]</i> m ³ per day, subject to an annual maximum of <i>[number]</i> m ³ per annum <i>[adapt where there are multiple points of connection, for example "...at the supply point marked 'A' ... and ... at the supply point marked 'B'"]</i> <i>[in some circumstances it may be appropriate to express the Maximum Demand as stepped up</i> | XX m ³ per day, subject to an annual maximum of XX m ³ per annum. |

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| | <i>or down at appropriate trigger points, for example "x m³ at the supply point marked 'A' until the Temporary Connection End Date and y m³ thereafter]</i> | |
| Maximum Rate of Flow | litres per second at peak demand. <i>[adapt in similar manner to Maximum Demand where required]</i> | XX litres per second at peak demand |
| Meter Reading Date | In each year [the [first][15th][last] day of each calendar month][[1 January] [1 April] [1 July] [1 October]] | The 1 st business day of each calendar month |
| New Appointee | <i>[name]</i> | Name |
| Plan | The plan shown on Appendix 1. | To be added once the connection point/s are confirmed |
| Reporting Date | In each year [the [first][15th][last] day of each calendar month][[1 January] [1 April] [1 July] [1 October]] | To be discussed and agreed |
| Site | <i>[name of site]</i> as shown edged red on the Plan | Site name |
| Supply Point | <i>[For a single point of connection]</i> The supply point marked "A" on the Plan being the point where the Water Company will supply water to the New Appointee under this Agreement. <i>[For multiple points of connection]</i> The supply points marked "A", "B" and "C" <i>[and so on]</i> on the Plan being the points where the Water Company will supply water to the New Appointee under this Agreement. | To be added once the connection point is confirmed |
| Temporary Connection | <i>[for use only where optional clause D is adopted]</i> The supply point[s] marked "A" <i>[and][or]</i> "B" on the Plan | Condition not applied |
| Temporary Connection End Date | <i>[The date upon which a Connection at Supply Point A is completed]</i> <i>[The date of first occupation of any property within Phase 1 (as shown on the</i> | Condition not applied |

| | | |
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| | <i>Plan</i>)[28 days after written notice to that effect given by the Water Company to the New Appointee][1 January 2030] | |
| Water Company | [name] | Dŵr Cymru Cyfyngedig |
| Water Quality Protocol | The Protocol arrangements (including the Communication Protocol listing contact personnel) in respect of water quality included as Appendix 3. | The Protocol arrangements (including the Communication Protocol listing contact personnel) in respect of water quality included as Appendix 3. |

Application of General Conditions

This agreement incorporates Part I (Core Clauses) of the Water UK Bulk Supply Agreement General Conditions (First Edition) with the amendments set out in special condition 1-4 below

1. The Site as referred to in the General Conditions is the development of XXXXXX.
2. The definition of Charging rules should be amended as follows:

Rules made by the Authority that apply to the Charges.

3. Clause 14.1 of the General Conditions shall be amended as follows:

It is hereby declared that nothing within this agreement precludes the *Water Company* or any other party from offering to supply water to any owner or occupier of premises within the *Site* either by means of a service from the *New Appointee* or the *Water Company* or any third party, provided that such a supply is permitted by English or Welsh law.

4. Clause 28.1 of the General Conditions shall be amended as follows:

This agreement shall be governed by the laws of England and Wales and shall be subject to the jurisdiction of the English and Welsh courts.

The following Special Condition 5 will also apply:

5. NAV Charging Arrangements

- a) Infrastructure charges

The Water Company will issue invoices for Infrastructure Charges within 5 Business Days of the Reporting Date.

b) Bulk Water Charges - [to be discussed]

It also incorporates the following clauses comprised within Part II (Optional Clauses) of the Water UK Bulk Supply Agreement General Conditions (First Edition):

F. Logger Data Sharing

F1. The *Water Company* will provide to the *New Appointee* data from the logger forming part of the Meter in such form, on such terms and at such times as may be from time to time be agreed between them.

G. Volumetric Estimation

G1. The *Water Company* will, acting reasonably and in good faith, estimate the volume of water supplied to the *New Appointee* for the period beginning on the date of a Meter reading in accordance with clause **Error! Reference source not found.** and ending at the end of the appropriate Charging Period.

G2. The *Water Company* will calculate Charges accordingly and include them within the invoice given under clause **Error! Reference source not found.** for the appropriate Charging Period.

G3. The *Water Company* will calculate any reconciliation of Charges as may be fair and equitable against the Meter reading and invoice for the following Charging Period.

APPENDIX 1

Plan showing Site and Supply Point

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APPENDIX 2

Contact Protocol

Contact Procedures for Operational Incidents

[To be discussed and agreed]

Contact information

The Water Company

| | | |
|---|---|---------------|
| Contract Manager | Lynnette Cross | 07831 369130 |
| Operational incidents during business hours | Wholesale Service Centre Dŵr Cymru Welsh Water PO Box 3164 Cardiff CF30 0FF Telephone: 0800 260 5053 Email: wholesaleservicecentre@dwrwymru.com | 0800 260 5053 |
| Operational incidents outside of business hours | Wholesale Service Centre | 0800 260 5053 |

The New Appointee

| | | |
|---|--|--|
| Contract Manager | | |
| Operational incidents during business hours | | |
| Operational incidents outside of business hours | | |

APPENDIX 3

Water Quality Protocol

1. Application, Purpose and Interpretation

1.1 This Protocol applies to the following agreement(s):

Agreement dated

Original Parties

Dŵr Cymru Welsh Water (DCWW)(Supplying Company); and

.....(Receiving Company)

Location/Name of Bulk Supply

| Bulk Supply | DCWW Water Supply Zone | Water Supply Zone | Supply Type | Supplying WTW |
|-------------|------------------------|-------------------|-------------|---------------|
| | | | | |

1.2 The Protocol does not create binding legal obligations or amend the above agreement(s). Its purpose is to set out the intentions of the parties concerning exchange of relevant water quality information.

1.3 It is intended that the Protocol will continue throughout the duration of the above agreement(s) but will be reviewed by the parties from time to time.

1.4 For the purposes of this protocol, the following words shall have the meaning specified.

‘Act’ means the Water Industry Act 1991.

‘Authorised Departure’ means an authorisation granted by the Secretary of State under Regulations 20 and 21 to temporarily supply water exceeding a drinking water standard when there is no risk to human health and while remedial work is being carried out to improve the quality of the supply.

‘Bulk Supply’ means the supply of potable or non-potable water by the Supplying Company to the Receiving Company made under the Agreement(s) referred to in Section 1 of this Protocol.

‘Intake Protection Alarm’ means an alarm generated and relayed to a control room by an automatic water quality monitoring system used to monitor set parameters in a surface water source upstream of an intake point for water treatment works.

‘Notice’ refers to a notice given by the Secretary of State under Regulation 28(4).

'Potable Water' means water that is required to meet the standards of the Regulations.

'Regulator' means the Secretary of State for Environment, the Drinking Water Inspectorate or the Environment Agency.

'Regulations' means the Water Supply (Water Quality) Regulations 2018 (Wales). All references to a Regulation Number relates to the Regulations. Devolved regulations apply in Scotland, Northern Ireland and Wales.

'Risk Assessment' means a risk assessment made under Regulation 27.

'Report' means a report submitted under Regulation 28.

'Source to Tap Chain' means the source of supply from which the Bulk Supply is taken, and, where relevant, the storage reservoir used to store raw water, water treatment works used to treat the Bulk Supply, service reservoirs used to store the Bulk Supply and any other part of the Supplying Company's water supply network which the Supplying Company consider could have a significant impact on the quality of the Bulk Supply.

'Undertaking' means an undertaking given by the Supplying Company under the provisions of Section 19 of the Act. Undertakings are legally binding programmes of work by a water company and agreed by the Chief Inspector of Drinking Water to address actual or potential water quality issues.

2 Risk assessments

- 2.1 The Bulk Supply shall be detailed in the Risk Assessments and Reports of both parties.
- 2.2 The Supplying Company shall provide the Receiving Company with details of any risk based monitoring programmes that are relevant to the Bulk Supply (e.g. the names of pesticides assessed in the raw water source from which the Bulk Supply is taken) so that monitoring programmes of the parties can, where appropriate, be aligned.
- 2.3 The parties will cooperate in providing each other with Report information reasonably required in order to conduct and update their Risk Assessments to the extent that it is relevant to the Bulk Supply.

3 Information Exchange

- 3.1 The Supplying Company will provide the Receiving Company with the following:
 - i) a copy of any Authorised Departure or Undertaking (including the schedule of works), associated with the Bulk Supply;

- ii) a copy of any relevant part of a Notice or Report associated with the Bulk Supply;
 - iii) details of the Source to Tap Chain, including any material changes to the Source to Tap Chain before they occur (except in the case of emergencies where the Supplying Company should inform the Receiving Company as soon as practicable after necessary action is taken); and
 - iv) information set out in the local arrangements (if any) referred to in the Schedule to this Protocol
- 3.2 The Supplying Company will keep the Receiving Company fully informed if seeking an Authorised Departure or Undertaking which affects the Bulk Supply or if a Notice is received which affects the Bulk Supply.
- 3.3 A party will notify the other party and provide all relevant information as soon as reasonably practicable after becoming aware of any of the following:
- 3.3.1 In respect of Bulk Supplies of potable water, where any circumstances arise which have led to a breach of Regulation 4 (or where the notifying party believes there is a significant risk of such a breach) which could impact the Bulk Supply.
 - 3.3.2 In respect of Bulk Supplies of non-potable water:
 - i) any significant change in water quality which the notifying party believes may have an impact on the Receiving Company; and
 - ii) any significant Intake Protection Alarms where the Supplying Company identifies a potential impact on the quality of the Bulk Supply.
 - 3.3.3 In respect of all Bulk Supplies
 - i) any event which is notified to a Regulator, a Health Authority or a Local Authority that may impact upon the Bulk Supply;
 - ii) a significant change in the number or type of water quality customer contacts where assessment identifies a potential link to, or impact upon, the Bulk Supply;
 - iii) any significant aesthetic issue affecting appearance, odour or taste which the notifying party believes may have an impact on, or be attributed to, the Bulk Supply;
 - iv) any planned work which identifies a potential impact on the Bulk Supply;
 - v) any other information that the notifying party believes has the potential to significantly impact the Bulk Supply.

4 Communication

- 4.1 All notifications made under this Protocol shall be made initially by telephone followed by e-mail communication. The contact names, telephone numbers and e-

mail addresses shall be those set out in the Table 1, Schedule 1, except where alternative contact details are supplied by either party.

- 4.2 Telephone contact between parties must be available 24 hours a day;
- 4.3 Where a water quality issue has been identified and notified, an ongoing dialogue between the parties regarding impacts and remedial actions should be conducted.

5 Regulation 15

- 5.1 The Receiving Company acknowledges the requirements of Regulation 15 (Sampling: new sources) and any associated guidance issued by the Drinking Water Inspectorate.

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Schedule 1 - Local Arrangements and Contact Details

Risk Assessments

DWSPs will be reviewed formally on an annual basis, or when a material change in risk has been identified in the relevant supply chain. This would include any substantive changes to the raw water pesticide monitoring programme in advance of the forthcoming reporting year.

Microbiological parameters

Liaison will take place the same day following detection of any microbiological parameters as below, where it is believed this may impact on the bulk supply. This would include confirmed E.coli taken from the supplying WTW final water, reservoir or tower, which is reportable to DWI.

Water Quality Events

Liaison will take place on any water quality event which may impact on the bulk supply, therefore being applicable to the immediate upstream or adjacent supplying water supply zone. Criteria for notification will be reviewed annually for awareness, and to ensure each party maintains a proportional response to notification based on impact.

Data transfer

Performance data (schedule 4) will be reviewed annually between parties.

To allow completion of regulatory reports (e.g. exceedance reports and S19 bi-annual returns) relevant sample results will be sent electronically. Currently metaldehyde data is routinely exchanged.

Operational Management

Revision to the disinfection regime at the supplying works will be notified in advance of change. The requirements of this bulk supply agreement will be referenced within local emergency planning protocols and will include notification criteria.

(For example notification if a particular parameter varies from expected level (where assessment identifies an impact to the Bulk Supply), triggers for a parameter that may change downstream of the Bulk Supply point (e.g. nitrite), or parameters that don't feature in the Regulations such as hydrocarbons, Cryptosporidium. Data sharing could include conservative parameters for supply point monitoring.)

Contact details

Table 1: Contact information

| Company | Time | Water Quality Contact Name / Team | Telephone and Email |
|-------------------|---------------------------------|-----------------------------------|---------------------|
| Supplying Company | Office Hours (09:00 – 17:00) | | |
| | Out of Hours (17:00 – 09:00) | | |
| Receiving Company | Office Hours (09:00 – 17:00) | | |
| | Out of Hours (17:00 – 09:00) | | |

Signatures

Supplying Company, Signed on behalf of DCWW

Name (Printed):

Position

Signature _____

Receiving Company, Signed on behalf of

Name (Printed):

Position

Signature _____