

This document can be provided in Welsh on request.

**WATER UK BULK DISCHARGE AGREEMENT
SPECIAL CONDITIONS (FIRST EDITION)**

Definitions

Alternative Discharge Point	<i>[for use only where optional clauses F or G are adopted]</i> The alternative Discharge Point marked as such on the Plan (if any) being the point where any piped Emergency Services or piped Assistance Services may be provided by the Water Company	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 Discharge Point; 2. Contact Protocol 	Appendix 1 and 2 attached to these Special Conditions
Charging Date	In each year [the [first][15th][last] day of each calendar month][[1 January] [1 April] [1 July] [1 October]]	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.
Development Limit	[] household properties [and [] non-household properties]	
Discharge Point	<i>[For a single point of connection]</i> The discharge point marked "A" on the Plan being the point where the Water Company will accept effluent from the New Appointee under this Agreement. <i>[For multiple points of connection]</i> The discharge points marked "A", "B" and "C" <i>[and so on]</i> on the Plan being the points where the Water Company will accept effluent from the New Appointee under this Agreement.	To be completed once the discharge point/s are confirmed
Estimated Connection Contribution	£ <i>[number]</i>	Condition not applied

Maximum Rate of Discharge	litres per second at peak demand. <i>[adapt where there are multiple points of connection, for example "...at the discharge point marked 'A' ... and ... at the discharge point marked 'B'"]</i>	XX litres per second at peak demand
Maximum Volume	<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 discharge point marked 'A' ... and ... at the discharge point marked 'B'"]</i>	XXm ³ per day, subject to an annual maximum of XXm ³ per annum.
[Meter Reading Date]	[In each year [the [first][15th][last] day of each calendar month][[1 January] [1 April] [1 July] [1 October]]]	Condition to be applied if applicable
New Appointee	<i>[name]</i>	Complete
Plan	The plan shown on Appendix 1.	To be added once the discharge 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
Temporary Connection	<i>[for use only where optional clause D is adopted]</i> The discharge 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 Discharge Point A is completed] [The date of first occupation of any property within Phase 1 (as shown on the Plan)][28 days after written notice to that effect given by the Water Company to the New Appointee][1 January 2030]</i>	Condition not applied
Water Company	<i>[name]</i>	Dŵr Cymru Cyfyngedig

Application of General Conditions

This agreement incorporates Part I (Core Clauses) of the Water UK Bulk Discharge Agreement General Conditions (First Edition) with the exclusion of Clauses 5.3 and 8.6 and Clauses 1, 2, 3, 4 and 5 of Schedule 1 and the amendments set out in Special Conditions 1 to 7 below

1. The Site as referred to in the General Conditions is the development of **xxxxxxx**.
2. The definition of Charging rules should be amended as follows:
Rules made by the Authority that apply to the Charges.
3. The references throughout the General Conditions to the Environment Agency shall be amended to the Environment Agency or Natural Resources Wales as applicable.

4. Clause 5.1 shall be amended as follows:

Subject to clause **Error! Reference source not found.**, the *New Appointee* shall ensure at all times that there is excluded from the Discharge anything other than Foul Water which has been discharged pursuant to the Act to the New Appointee's Sewerage Network and, without prejudice to the generality of the foregoing, shall ensure that groundwater infiltration is properly managed in order to ensure that it is not excessive (and so that when the *Site* becomes established it does not exceed 10% of flow) at any time and there is excluded from the Discharge:

5. Clause 8.1 shall be amended as follows:

Where the NAV Charging Arrangements provide for any form of Charges based on connection of properties to the New Appointee's Sewerage Network, the *New Appointee* shall inform the *Water Company* on each *Reporting Date* of the addresses of properties connected to the New Appointee's Sewerage Network during the previous Reporting Period and the type of properties connected (to include whether the property is Terrace/Link house, Semi Detached or Detached and the number of bedrooms) and the *Water Company* shall thereupon calculate any Charges consequent upon such connections.

6. Clause 13.1 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 sewerage

services 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.

7. Clause 27.1 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.

8. Provision of additional information, additional text to Clause 12:

12.4.4 The Water Company will provide the following information to the New Appointee for the properties within the New Appointees area:

- a) At the time of the Connection and thereafter within 5 Business Days of its records being updated, the meter size, serial numbers and start meter readings for water meters installed following the initial meter installations and after any subsequent meter replacements;
- b) Cyclical meter readings on at least a half yearly basis; and
- c) The names of the occupiers of the properties (and associated actual or estimated meter readings) within 7 business days of a change of occupier.

None of the Optional Clauses comprised within Part II (Optional Clauses) of the Water UK Bulk Discharge Agreement General Conditions (First Edition) have been applied but the Water Company reserves the right to introduce Clauses F and H should it deem it necessary at some point to install a discharge meter.

Additional Special Conditions

The following Special Conditions 9 will also apply:

9. 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 Discharge Charges

- i) The Waste Charging Model is based on the Bulk Supply Charging Methodology for Unserved Sites as detailed in the Water Company's

Published Charging for New Appointees and Variations (NAV's) Document.

- ii) From the date of the connection and until such time as the Development Limit is reached the Water Company will update its Waste Charging Model and issue an amended version to the New Appointee within 5 Business days of the Reporting date. The volume of household waste will be calculated based on the number and type of properties connected.
- iii) When the Development Limit is reached, the Waste Charging Model will be updated annually. The volume of household waste will initially be calculated based on the number and type of properties connected. The calculation of the volume of household waste will subsequently be amended each year based on the actual usage of the 283 properties within the New Appointees area for the prior year.
- iv) Invoices will be issued on the Charging Date based on the output of the Waste Charging Model.
- v) A charging reconciliation will be carried out every 6 months of the volumes charged to the New Appointee against the actual usage recorded on the water meters of the properties within New Appointees area.

c) Bulk discharge meter

Prior to the installation of a bulk discharge meter the Water Company will make representations to the New Appointee providing its reasoning for the proposed installation. The Water Company and New Appointee will use reasonable endeavours to agree alternative measures to resolve the issue without the installation of a permanent flow meter.

In the event that a flow meter is to be installed the parties will agree the location of the meter and access to carry out the installation will not be unreasonably withheld.

APPENDIX 1

Plan showing Site and Discharge Point

To be added once the discharge point/s are confirmed

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APPENDIX 2

Contact Protocol

Contact Procedures for Operational Incidents

Wastewater network problem reported by the Water Company

- (1) The Water Company will contact the New Appointees Emergency Service Centre identifying the site in question, provide contact details and advise the New Appointee of the problem.
- (2) The New Appointee will contact its customers.

Wastewater network problem reported by the New Appointee

- (1) The New Appointee will contact the Water Company via its Wholesale Service Centre and advise the Water Company of the problem.
- (2) The Water Company will investigate and provides regular updates.

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@dwrcymru.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		

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