

# 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"><li>1. Plan and Discharge Point;</li><li>2. Contact Protocol</li></ol>	The appropriate appendix to this agreement which are attached to these Special Condition, namely: <ol style="list-style-type: none"><li>1. Plan and Discharge Point;</li><li>2. Contact Protocol</li></ol>
Bulk Discharge Meter		A meter installed at a Discharge Point to record the flows being discharged to the Water Company's sewer network
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 <sup>st</sup> 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	[ ] 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",	To be completed once the discharge point/s are confirmed

	"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.	
Estimated Connection Contribution	£[ <i>number</i> ]	Condition not applied
Fixed Charge		The Sewerage charge per property (base rate less applicable deductions) as detailed in the Water Company's NAV Charging Document for the applicable year.
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> ]	[ ] litres per second at peak demand
Maximum Volume	[ <i>number</i> ]m <sup>3</sup> per day, subject to an annual maximum of [ <i>number</i> ]m <sup>3</sup> 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> ]	[ ] m <sup>3</sup> per day, subject to an annual maximum of [ ] m <sup>3</sup> per annum.
Meter		The [ ] meter located at
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 <sup>st</sup> business day of each calendar month (if applicable)
New Appointee	[ <i>name</i> ]	To be completed
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]]]	On the date of the connection and thereafter on the 30 <sup>th</sup> day of March, June, September and December until such time that the Development Limit is reached.

Site		The development of [ ] at [ ]
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
Volumetric Charge		The price per m3 as detailed in the <i>Water Company's</i> NAV Charging Document for the applicable year.
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] (*to be included or deleted as appropriate depending on whether the NHH properties need a trade effluent consent*) and the amendments set out in Special Conditions 1 to 9 below

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

3. Clause 5.1 shall be amended as follows:

Subject to clause 5.3, in respect of the foul Discharge Point 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:

- 5.1.1 all liquid from any factory, other than domestic sewage, or any liquid from a manufacturing process;
- 5.1.2 all liquid or other matter the discharge of which is prohibited by or under any enactment, including without prejudice to the generality of the above any liquid or other matter prohibited under section 111 of the Act;
- 5.1.3 any substances of a nature, composition or quantity likely, either alone or in combination with the contents of the *Water Company's* Sewerage Network, to:
  - 5.1.3.1 injure, damage or compromise the operation of the *Water Company's* Sewerage Network into which it is discharged or by which it is conveyed;
  - 5.1.3.2 interfere with the free flow of the contents of the *Water Company's* Sewerage Network;
  - 5.1.3.3 injure, damage or compromise the operation of any sewage pumping station or the receiving sewage treatment works or any machinery or equipment installed thereat;
  - 5.1.3.4 interfere with any processes of purification of sewage or trade effluent or other effluent;
- 5.1.4 all Highway Drainage;
- 5.1.5 all Surface Water;
- 5.1.6 for the avoidance of doubt, all water from any rainwater harvesting plant that has not been used for domestic purposes or from any Surface Water sewers or drains.

4. Clause 8.1 of the General Conditions 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 *Water Company* shall thereupon calculate any Charges consequent upon such connections.

5. Clause 8.2.2 of the General Conditions shall be amended as follows:

The amount of Foul Discharge accepted by the *Water Company* from the *New Appointee* shall be taken to be 95% of the water use recorded on the Meter.

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 the laws of England and Wales.

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.

None of the Optional Clauses comprised within Part II (Optional Clauses) of the Water UK Bulk Discharge Agreement General Conditions (First Edition) apply unless the *Water Company* installs a Bulk Discharge Meter and if it does then Clauses F and H only will apply.

8. NAV Charging Arrangements

a) Infrastructure charges

The *Water Company* will issue invoices for Infrastructure Charges (for new properties connected to the *New Appointee's* Sewerage Network) within 5 Business Days of the Reporting Date.

b) Bulk Discharge Charges

Invoices for Bulk Discharge Charges will be issued within 5 Business Days of the receipt of the reading of the Meter.

- Volumetric Charges will be charged at []; and
- Fixed Charges will be based upon the number of properties connected as notified to the *Water Company* on the Reporting date prior to the Charging date.

c) Bulk discharge meter

Prior to the installation of a Bulk Discharge Meter(s) the *Water Company* will make representations to the New Appointee providing its reasoning for the proposed installation and will consider any representations made by the *New Appointee* that a Bulk Discharge Meter should not be installed but

for the avoidance of doubt it is for the *Water Company* to decide whether to install a Bulk Discharge Meter.

In the event that a Bulk Discharge 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.

9. Compliance with Section 106B Water Industry Act 1991

The *New Appointee* will ensure that no actions are taken or changes made to existing arrangements between it and the Developers / Owners of the Site that will affect the *Water Company's* compliance with S106B Water Industry Act 1991.

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## **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	
Operational incidents during business hours	Wholesale Service Centre Dŵr Cymru Welsh Water PO Box 3164 Cardiff CF30 0FF Telephone: 0800 260 5053 Email: <a href="mailto:wholesaleservicecentre@dwrcymru.com">wholesaleservicecentre@dwrcymru.com</a>	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		