

OPERATIONAL CODE

Setting out operational co-ordination arrangements between Scottish Water and Licensed Providers in connection with the provision of Water and Sewerage Services

1~~7~~3 ~~August~~July 2009

This version of the Operational Code dated ~~17~~13 ~~August~~July 2009 is the latest in a series of updates since the original version dated 26 September 2007 was designated by the Commission as the Operational Code for the purposes of the Water Services (Codes and Services) Directions 2007.

Details of changes incorporated in this version are available on the website of the Central Market Agency, www.mascotland.co.uk

Change History

Version Number	Date of Issue	Reason For Change	Change Control Reference
1	26/09/2007	Designated by the Commission as the Operational Code for the purposes of the Water Services (Codes and Services) Directions 2007	
2	01/06/2008	Process 27 – Non-Return to Sewer Allowance	OCCP004
		Modification to Form H	OCCP005
		New Process for Verification of Supply Point	OCCP006
		Modification to Form J (previously Form I)	OCCP012
		Amend Process 8 Performance Standard	OCCP016
3	01/12/2008	First Time Provision of Services	OCCP014
4	31/03/2009	Changes to Operational Code	OCCP019- CCNA
5	13/07/2009	Operational Code Housekeeping 2009	OCCP020
<u>6</u>	<u>17/08/09</u>	<u>Implementation of Reassessed Charges</u>	<u>OCCP024-CC</u>

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Order of Precedence

If there is any conflict between the following, the order of precedence shall be:-

1. any Law;
2. the Operational Code.

Contractual Framework

Original Licensed Providers and Scottish Water shall sign the Framework Agreement to become parties to and be contractually bound by this Operational Code. Thereafter any person wishing to become a Code Party shall sign an Accession Agreement.

Operational Code Objectives and Purpose

The objectives and purpose of the Operational Code (the "Operational Code Objectives") and the underlying principles of the Operational Code ("Operational Code Principles") are set out in the Water Services (Codes and Services) Directions 2007 as amended or replaced from time to time.

The Commission consider the Operational Code to be a means of ensuring a uniformity of approach for new market entrants in order to facilitate market entry.

Due regard must be given to the Operational Code Objectives in relation to the construction, interpretation and enforcement of the Operational Code. Any changes to the Operational Code shall fall within the Operational Code Objectives and shall require to be consistent with the Operational Code Principles.

Summary

Under Section 11(2) of the 2005 Act this Code has been designated as the Operational Code by the Commission. Scottish Water will be the custodian of this Operational Code to the extent provided for in the Water Services (Codes and Services) Directions 2007 as amended, and will be responsible for providing up-to-date copies of the Code to relevant parties as and when requested by them. The Operational Code is required to be transparent and not to discriminate between Licensed Providers.

This Operational Code makes provision for:

- **Non-Household Customer Classification** - which shall include the obligation on the Licensed Provider to maintain lists of Sensitive Customers;
- **New Connections** (Processes 1-5) – which shall include details of the information required by Scottish Water to accommodate new connections to the Network;
- **Water Quality Sampling/ Water Byelaws** (Process 6 and 7) – which shall include processes for making visits to Non-Household Customer's Premises to monitor compliance with applicable water quality rules, Water Byelaws or to investigate a water quality complaint;
- **Metering** (Processes 8 - 12) – which shall include procedures for metering such as the installation, removal and replacement of meters, meter accuracy checks and fault reporting and repairs;
- **Contacts, Enquiries and Complaints** (Processes 13 - 18) – which shall include processes for the handling of enquiries by the Licensed Provider and Scottish Water and procedures for handling complaints relating to services to which the wholesale charge is levied which shall cover details of the information to be collected from the Non-Household Customer along with a timetable for responses from Scottish Water that will allow the Licensed Provider to respond to the complaint promptly;
- **Planned Activities** (Process 19) – which shall include the procedures for short and long term planning activities that will be undertaken by Scottish Water;
- **Unplanned changes to services** (Processes 20 & 21) – which shall include the operational arrangements that will apply in the event of changes in the nature of the Water and/or Sewerage Services provision including procedures to be adopted in an emergency situation which shall cover details of the information to be exchanged with Licensed Providers, methods of such communication and the timing of any such communications;
- **Trade Effluent Control** (Processes 22-25) – which shall include procedures for the obtaining and modification of Trade Effluent Consents, Trade Effluent monitoring, pollution incidents and the discontinuation of Trade Effluent Services and termination of Trade Effluent Consent;

- **Allowances** (Processes 26 – 27) – which shall include procedures for applying for a fire fighting allowance and a non-return to sewer allowance; and
- (i) modification of the Operational Code and (ii) resolving any disputes in respect of the Operational Code.

The Wholesale Charges Scheme should be referred to by Code Parties as to the definitive and binding position on content, payment and invoicing of charges referred to in the Operational Code.

Non-Household Customer Classification

- Each Licensed Provider will maintain and keep updated a list, approved by the Commission, of their respective Non-Household Customer's Premises whose Non-Household Customers are, as agreed with Scottish Water, vulnerable sections of the community for the purposes of the provision of Water or Sewerage Services which may include specified prisons, nursing homes and other care homes, hospitals, schools and food and drink processors ("Sensitive Customers").
- The Licensed Provider will provide the list of their respective Non-Household Customer's Premises to the Central Market Agency and Scottish Water under the Market Code in order that Sensitive Customers may be separately identified. Such list to be kept updated and submitted promptly to the Central Market Agency and Scottish Water.

Licensed Provider Self-Supply

Where the Licensed Provider is a Self-Supply Licensed Provider as defined under the Market Code, Scottish Water will not be required to give advance notice of any visit to Non-Household Customer's Premises as described in Trade Effluent Control (Processes 23 and 24) or to give separate notice to or to reach separate agreement with the Licensed Provider in respect of the relevant Process.

Non-Household Customer Contact

In general, Non-Household Customers will deal with their Licensed Provider rather than Scottish Water. In particular, the Licensed Provider will generally be the initial point of contact, although some Processes will involve Scottish Water coming into contact with Non-Household Customers following that initial contact between the Non-Household Customer and the Licensed Provider. In a limited number of cases Scottish Water may, with the approval of the Licensed Provider, make initial contact with the Non-Household Customer.

Operational Code Governance

Other than in respect of the Application Forms, the Operational Code governance provisions which set out how the Operational Code is to be amended, are set out in the Market Code. Modification to the Application Forms will take place by agreement of the Code Parties failing which the modification will not take effect.

Appendix

The Appendix attached to this Operational Code contains the following:

- Definitions and Acronyms (Part 1);
- Application Forms (Part 2);
- Dispute Resolution (Part 3); and
- Framework and Accession Agreements (Part 4).

New Connections

General Introduction

Processes 1-5 set out the procedures to be followed when applying for either a water or sewerage connection.

New Connections

Process 1 - Application for an individual premises water connection (a "Part 1" Water Connection)

Purpose and Scope of Process 1: -

This Process sets out the operational arrangements where a Non-Household Customer applies for a new individual premises water connection to Scottish Water's Network. This Process may be preceded by a feasibility enquiry of Scottish Water by the Licensed Provider or the Developer (see Process 13 or 14). The connection will attract a charge in accordance with the Wholesale Charges Scheme.

Process:-

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

The Licensed Provider, as requested by the Non-Household Customer, submits the application form (Form A) with supporting information as set out in the Appendix to this Code. The application form is recorded by Scottish Water by means of a reference number and acknowledged promptly by Scottish Water.

Step 3

Scottish Water confirms to the Licensed Provider within 10 Business Days of the date of its receipt of a valid application form that the application is:-

- a standard water connection in accordance with the Wholesale Charges Scheme. Scottish Water makes a connection offer to the Licensed Provider which remains in force for a period of 2 years from the date of the connection offer; or
- a non-standard water connection subject to reasonable cost payment in accordance with the Wholesale Charges Scheme. Scottish Water makes a connection offer to the Licensed Provider which remains in force for a period of 2 years from the date of the connection offer; or
- to be dealt with under Process 3 of the Operational Code (a "Part 2/3" Water Connection) giving substantive reasons for Scottish Water's use of Process 3.

Step 4

Within 20 Business Days of the Licensed Provider's receipt of the connection offer from Scottish Water the Licensed Provider will (i) accept the offer, or (ii) reject the offer, or (iii) intimate a non-binding commitment to proceed with or to consider the offer further. If the Licensed Provider does not accept the connection offer within the designated 2 year period then the offer is deemed withdrawn and the use of this Process 1 ends.

Step 5

If the Licensed Provider accepts the connection offer it will:-

- notify Scottish Water that private plumbing and site preparation are complete and that the site works are completed in accordance with the applicable Standards;
- arrange for a disinfection of the relevant private main;
- arrange a date and time for pressure testing and bacteriological sampling which must be no more than 14 days ahead of the date of connection and inform Scottish Water of the times of such testing and sampling; and
- notify Scottish Water of the estimated date of connection which must be no less than 30 Business Days ahead of the estimated date of connection.

Step 6

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency no less than 1 month ahead of the estimated date of connection in accordance with the Market Code.

Step 7

Scottish Water thereafter may carry out a Water Byelaws inspection (notifying the Licensed Provider further if there is a failure) and may attend the bacteriological sampling and pressure

testing. Should it be necessary, the Licensed Provider arranges any remedial action agreed as required and the provisions of Step 5 onwards recommence.

Step 8

Licensed Provider confirms to Scottish Water that the sampling and testing have been passed and that Scottish Water is to proceed with the connection on the agreed date.

Step 9

Scottish Water or the Licensed Provider, subject to Scottish Water's approval (not to be unreasonably withheld or delayed), makes the connection on the agreed date and notifies the Central Market Agency of this new connection in accordance with the Market Code.

Step 10

Scottish Water invoices the Licensed Provider in accordance with the amount specified in the connection offer and the Licensed Provider pays any invoice properly due.

First time water provision to a community

Process 1A – First time provision of a water connection to a community

Purpose and Scope of Process 1A:-

This process sets out the operational arrangements where Scottish Water is required as part of its regulatory contract to provide a new water system to a community. In these cases, Scottish Water approaches all properties in the area to discuss making a connection to the new water Network at Scottish Water's expense.

Potential Non-Household Customers within affected communities may accept a connection to the Water Network as part of this project. Should a potential Non-Household Customer not accept a connection within the agreed regulatory timetable for the affected community any connection at a later date would be treated in accordance with Process 1.

Any potential Non-Household Customer which accepts a connection will be asked to appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate with the Licensed Provider. Should Scottish Water not be notified that a Licensed Provider has been appointed, a Licensed Provider will be allocated through the Gap Site Process in the Market Code.

Step 1

Scottish Water identifies a first time water provision project and notifies all Licensed Providers by electronic means not less than 1 month in advance of the start date chosen to implement the project. The information will specify the communities and geographical areas affected (by full post code) and the nature of the work.

Step 2

Scottish Water approaches all affected properties within the community to explain the purpose and structure of the project. In contacting affected properties Scottish Water may carry out mail drops and hold public meetings. In these cases, potential Non-Household Customers will in general be treated similarly to the wider public.

Step 3

Scottish Water discusses possible first time water provision with a potential Non-Household Customer, and provides them with a unique reference number.

Where the potential Non-Household Customer declines the connection, no further action is taken.

Where the potential Non-Household Customer agrees to the connection, Scottish Water will ask them to appoint a Licensed Provider.

Step 4

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency in accordance with the Market Code no less than 1 week ahead of the estimated date of connection.

In providing this information to the Central Market Agency, Scottish Water will follow the process in Section 3.4 *Where Scottish Water becomes aware of a Gap Site*, in CSD0101, *Registration: New Connections & New Supply Points*.

If Scottish Water has been notified of the appointment of a Licensed Provider, the identity of the Licensed Provider will be included in the request to the Central Market Agency. If Scottish Water has not been notified of an appointment, a Licensed Provider will be allocated as set out in Section 5.4.11, *Gap Site Allocation Process*, in the Market Code.

Step 5

Scottish Water carries out the connection on an agreed date and notifies the Central Market Agency of this new connection in accordance with the Market Code.

New Connections

Process 2 - Application for an individual premises sewerage connection (a "Part 1" Sewerage Connection)

Purpose and scope of Process 2: -

This Process sets out the operational arrangements where a Non-Household Customer applies for a new individual premises sewerage connection to Scottish Water's Network. This Process may be preceded by a feasibility enquiry of Scottish Water by the Licensed Provider or the Developer (see Process 13 or 14). The connection will attract a charge in accordance with the Wholesale Charges Scheme.

Process:-

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

The Licensed Provider, as requested by the Non-Household Customer, submits the application form (Form B) with supporting information as set out in the Appendix to this Code. The application form is recorded by Scottish Water by means of a reference number and acknowledged promptly by Scottish Water.

Step 3

Scottish Water confirms to the Licensed Provider within 10 Business Days of the date of its receipt of a valid application form that the application is:-

- a standard sewerage connection in accordance with the Wholesale Charges Scheme. Scottish Water makes a connection offer to the Licensed Provider which remains in force for a period of 2 years from the date of the connection offer; or
- a non-standard sewerage connection subject to a reasonable cost payment in accordance with the Wholesale Charges Scheme. Scottish Water makes a connection offer to the Licensed Provider which remains in force for a period of 2 years from the date of the connection offer; or
- to be dealt with under Process 4 (a "Part 2/3" Sewerage Connection) of the Operational Code giving substantive reasons for Scottish Water's use of Process 4.

Step 4

Within 20 Business Days of the Licensed Provider's receipt of the connection offer from Scottish Water the Licensed Provider will (i) accept the offer, or (ii) reject the offer, or (iii) intimate a non-binding commitment to proceed with or to consider the offer further. If the Licensed Provider does not accept the connection offer within the designated 2 year period then the offer is deemed withdrawn and the use of this Process 2 ends.

Step 5

If the Licensed Provider accepts the connection offer it will:

- notify Scottish Water that private plumbing and site preparation are complete and that the site works are completed in accordance with the applicable Standards;
- provide Scottish Water a minimum of 5 Business Days notice that a connection is required and the proposed date of connection; and
- notify Scottish Water of the estimated date of connection which must be no less than 30 Business Days ahead of the estimated date of connection.

Step 6

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency no less than 1 month ahead of the estimated date of connection in accordance with the Market Code.

Step 7

Scottish Water thereafter may carry out a visual and/or CCTV inspection (notifying the Licensed Provider further of any failure). Should it be necessary, the Licensed Provider arranges any remedial action agreed to be required and requests Scottish Water to carry out a further inspection

Step 8

The Licensed Provider arranges for the connection to be made on the agreed date.

Step 9

Licensed Provider makes the connection on the agreed date and notifies the Central Market Agency of this new connection in accordance with the Market Code.

Step 10

Scottish Water invoices the Licensed Provider in accordance with the amount specified in the connection offer and the Licensed Provider pays any invoice properly due.

First time sewerage provision to a community

Process 2A – First time provision of a sewerage connection to a community

Purpose and Scope of Process 2A:-

This process sets out the operational arrangements where Scottish Water is required as part of its regulatory contract to provide a new sewerage system to a community. In these cases, Scottish Water approaches all properties in the area to discuss making a connection to the new sewerage Network at Scottish Water's expense.

Potential Non-Household Customers within affected communities may accept a connection to the Sewerage Network as part of this project. Should a potential Non-Household Customer not accept a connection within the agreed regulatory timetable for the affected community any connection at a later date would be treated in accordance with Process 2.

Any potential Non-Household Customer which accepts a connection will be asked to appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate with the Licensed Provider. Should Scottish Water not be notified that a Licensed Provider has been appointed, a Licensed Provider will be allocated through the Gap Site Process in the Market Code.

Step 1

Scottish Water identifies a first time sewerage provision project and notifies all Licensed Providers by electronic means not less than 1 month in advance of the start date chosen to implement the project. The information will specify the communities and geographical areas affected (by full post code) and the nature of the work.

Step 2

Scottish Water approaches all affected properties within the community to explain the purpose and structure of the project. In contacting affected properties Scottish Water may carry out mail drops and hold public meetings. In these cases, potential Non-Household Customers will in general be treated similarly to the wider public.

Step 3

Scottish Water discusses possible first time sewerage provision with a potential Non-Household Customer, and provides them with a unique reference number.

Where the potential Non-Household Customer declines the connection, no further action is taken.

Where the potential Non-Household Customer agrees to the connection, Scottish Water will ask them to appoint a Licensed Provider. Should the Non-Household Customer require a trade effluent consent, an application should be made through the relevant Process.

Step 4

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency in accordance with the Market Code no less than 1 week ahead of the estimated date of connection.

In providing this information to the Central Market Agency, Scottish Water will follow the process in Section 3.4, *Where Scottish Water becomes aware of a Gap Site*, in CSD0101, *Registration: New Connections & New Supply Points*.

If Scottish Water has been notified of the appointment of a Licensed Provider, the identity of the Licensed Provider will be included in the request to the Central Market Agency. If Scottish Water has not been notified of an appointment, a Licensed Provider will be allocated as set out in Section 5.4.11, *Gap Site Allocation Process*, in the Market Code.

Step 5

Scottish Water carries out the connection on an agreed date and notifies the Central Market Agency of this new connection in accordance with the Market Code.

New Connections

Process 3 - Application for a water mains/trunk main/service reservoir connection (a "Part 2/3" Water Connection)

Purpose and scope of Process 3: -

This Process sets out the operational arrangements which apply where a Non-Household Customer requests a new water main/trunk main/service reservoir connection to the Network. This Process may be preceded by a feasibility enquiry of Scottish Water by the Licensed Provider or the Developer (see Process 13 or 14). The connection will attract a charge as specified in the Wholesale Charges Scheme. Scottish Water invoices the Licensed Provider at the agreed timings in accordance with the amount specified in the connection offer the Licensed Provider pays any invoice properly due.

Process:-

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

The Licensed Provider, as requested by the Non-Household Customer, submits the application form (Form C) with supporting information (including the proposed connection design) as set out in the Appendix to this Code. The application form is recorded by means of a reference number and acknowledged promptly by Scottish Water.

Step 3

Scottish Water confirms to the Licensed Provider within 10 Business Days of the date of its receipt of the application that the application form is complete and that it will make a substantive response described at Step 4 to the Licensed Provider within 20 Business Days of the date of its receipt of the application form. Alternatively if the application form is materially incomplete, Scottish Water requests the relevant information and this Process 3 recommences.

Step 4

Within 20 Business Days of the date of Scottish Water's receipt of the application form, Scottish Water will:

- accept the proposed connection design and provide a connection offer incorporating an estimate of reasonable contribution. The offer to remain in force for a period of 2 years from its date, or
- reject the proposed connection design giving substantive reasons (Process 3 stops at this point and restarts with the Licensed Provider re-submitting its application at its discretion), or
- specify any additional information reasonably required from the Licensed Provider to reach a decision, or
- notify the Licensed Provider that there is a need for a development impact assessment ("DIA"), with reasons given, for example, that there may not be sufficient capacity on the Scottish Water Network. Scottish Water will forthwith quote terms to the Licensed Provider for the DIA as set out in Form E in the Appendix to this Code. The Licensed Provider (i) accepts (using Form E), or (ii) rejects the quoted terms for the DIA within an agreed period or (iii) arranges for the DIA to be undertaken.

Step 5

Where Scottish Water and the Licensed Provider have agreed terms for a DIA, within 20 Business Days of receipt of the DIA form (or such later date as shall be agreed due to reasons beyond either parties' reasonable control), Scottish Water or the Licensed Provider produce the DIA providing details of:

- the work that is required to be undertaken to accommodate the Licensed Provider's development,

- an estimate of the cost of the work;
- any specific conditions that would apply in relation to the connection; and
- the offer of connection (including any terms required by the DIA, including where appropriate details of work to be done to allow the connection and the applicable terms) which is to remain in force for 2 years from the date of the offer. No formal offer of connection will be made until the development has the appropriate planning consents.

Step 6

Within 20 Business Days of Scottish Water making an offer of connection (which shall confirm the cost element of their offer of a reasonable contribution), including any terms required by a DIA, the Licensed Provider responds with either (i) an acceptance of the offer, (ii) a rejection of the offer, or (iii) a non-binding commitment to proceed with or to consider the offer further. If the Licensed Provider accepts the offer or makes arrangements for the work to be undertaken separately it or Scottish Water proceeds with construction in accordance with the agreed arrangements, plans, approvals and technical requirements and the applicable Standards.

Step 7

Thereafter the Licensed Provider will:

- notify Scottish Water that private plumbing and site preparation are complete and that the site works are completed in accordance with the applicable Standards;
- arrange for a disinfection of the relevant private main;
- arrange a date and time for pressure testing and bacteriological sampling which must be no more than 14 days ahead of the date of connection and inform Scottish Water of the times of such testing and sampling; and
- notify Scottish Water of the estimated date of connection which must be no less than 30 Business Days ahead of the estimated date of connection.

Step 8

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency no less than 1 month ahead of the estimated date of connection in accordance with the Market Code.

Step 9

Thereafter Scottish Water may attend the pressure test and bacteriological sampling. If required Licensed Provider arranges any necessary remedial action, and makes arrangements for further tests and inspections as necessary and Step 7 onwards recommence.

Step 10

Licensed Provider confirms to Scottish Water that the bacteriological analysis and pressure testing have been passed.

Step 11

Scottish Water or the Licensed Provider, subject to Scottish Water's approval (not to be unreasonably withheld or delayed) makes the connection on the agreed date, promptly issues a completion certificate and notifies the Central Market Agency within 2 Business Days of this new connection in accordance with the Market Code.

New Connections

Process 4 - Application for a sewerage mains/trunk sewer/waste water system connection (a "Part 2/3" Sewerage Connection)

Purpose and scope of Process 4: -

This Process sets out the operational requirements which apply where a Non-Household Customer requests a new sewerage mains/trunk sewer/waste water system connection to the Network. This Process may be preceded by a feasibility enquiry of Scottish Water by the Licensed Provider or the Developer (see Process 13 or 14). The connection will attract a charge as specified in the Wholesale Charges Scheme. Scottish Water invoices the Licensed Provider at the agreed timings in accordance with the amount specified in the connection offer and the Licensed Provider pays any invoice properly due.

Process:-

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

The Licensed Provider, as requested by the Non-Household Customer, submits the application form (Form D) with supporting information (including the proposed connection design) as set out in

the Appendix to this Code. The application is recorded by Scottish Water by means of a reference number and acknowledged promptly by Scottish Water.

Step 3

Scottish Water confirms to the Licensed Provider within 10 Business Days of the date of its receipt of the application form that the application form is complete and that it will make a substantive response described at Step 4 to the Licensed Provider within 20 Business Days of the date of its receipt of the application. Alternatively, if the application form is materially incomplete Scottish Water requests the relevant information and this Process 4 recommences.

Step 4

Within 20 Business Days of the date of Scottish Water's receipt of the application, Scottish Water will:

- accept the proposed connection design and provide a connection offer incorporating an estimate of reasonable contribution. The offer to remain in force for a period of 2 years from its date; or
- reject the proposed connection design giving reasons (Process 4 stops at this point and restarts with Licensed Provider re-submitting its application at its discretion), or
- specify additional information required from the Licensed Provider to reach a decision; or
- notify the Licensed Provider that there may not be sufficient capacity on the Network, and that there is a need for a DIA. Scottish Water will quote terms to the Licensed Provider for the DIA, as set out in Form E in the Appendix to this Code, within an agreed period. The Licensed Provider either accepts (using Form E) or rejects the quoted terms for the DIA or arranges for the DIA to be undertaken.

Step 5

Where Scottish Water and the Licensed Provider have agreed terms for a DIA, within 20 Business Days of receipt of the DIA form, Scottish Water produces (unless due to reasons beyond its reasonable control) the DIA, providing details of:

- the work that is required to be undertaken to accommodate the Licensed Provider's development;
- an estimate of the cost of the work;
- any specific conditions that would apply in relation to the connection; and
- the offer of connection (including any terms required by the DIA, including where appropriate details of work to be done to allow the connection and the applicable terms) which is to remain open for two years from the date of the offer. No formal offer of connection will be made until the development has the appropriate planning consents.

Step 6

Within 20 Business Days of Scottish Water making an offer of connection (which shall confirm the cost element of their offer of a reasonable contribution), including any terms required by a DIA, the Licensed Provider responds with (i) an acceptance of the offer or (ii) a rejection of the offer or (iii) a non-binding commitment to proceed with or to consider the offer further. If the Licensed Provider accepts the offer or arranges for the work to be undertaken separately it or Scottish Water proceeds with construction in accordance with the agreed arrangements, plans, approvals and technical requirements and the applicable Standards.

Step 7

Thereafter the Licensed Provider will:

- notify Scottish Water that the site work is complete;
- provide a minimum of 5 Business Days notice that a connection is required and the date of the proposed connection; and
- notify Scottish Water of the estimated date of connection which must be no less than 30 Business Days ahead of the estimated date of connection. .

Step 8

Scottish Water will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency no less than 1 month ahead of the estimated date of connection in accordance with the Market Code.

Step 9

Scottish Water may carry out an inspection of the connection and immediately notifies the Licensed Provider of any failure. Should it be necessary the Licensed Provider arranges any agreed remedial action.

Step 10

The Licensed Provider arranges for the connection to be made on the agreed date and Scottish Water promptly issues a completion certificate. Scottish Water notifies the Central Market Agency within 2 Business Days of this new connection in accordance with the Market Code.

New Connections

Process 5 - Application for a temporary water connection (building water)

Purpose and scope of Process 5: -

This Process sets out the operational arrangements which apply where a Non-Household Customer (including here a Developer) requires a temporary connection to the Network for the purposes of the supply of building water or supply to site accommodation, to the Non-Household Customer. The connection will attract a charge in accordance with the Wholesale Charges Scheme.

Process:-

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

The Licensed Provider, as requested by the Non-Household Customer, submits the application form (Form J) with supporting information as set out in the Appendix to this Code. The application is recorded by Scottish Water by means of a reference number and promptly acknowledged by Scottish Water.

Step 3

Scottish Water issues to the Licensed Provider within 10 Business Days of the date of receipt of the application form a connection offer, which remains open for acceptance by the Licensed Provider for 65 Business Days from the date of the offer.

Step 4

If the Licensed Provider accepts the connection offer it will:

- notify Scottish Water that the site preparation is complete and the site works are completed in accordance with the applicable Standards; and
- provide Scottish Water a minimum of 10 Business Days notice that a connection is required with the proposed date of connection.

Step 5

Scottish Water thereafter may carry out a Water Byelaws inspection prior to the agreed connection date (notifying the Licensed Provider further if there is a failure).

Step 6

Scottish Water makes the connection on the agreed date.

Step 7

Scottish Water invoices the Licensed Provider in accordance with the amount specified in the connection offer and the Licensed Provider pays any invoice properly due.

Step 8

On cessation of the requirement for supply, the Licensed Provider informs Scottish Water when the connection can be terminated. Scottish Water disconnects the supply within 10 Business Days of receipt of the Licensed Provider's instruction.

Water Quality Sampling/Water Byelaws

General Introduction

Processes 6 and 7 set out the procedures to be followed for both planned and unplanned visits to Non-Household Customer's Premises for the purpose of taking water samples or to conduct Water Byelaws inspections.

Water Quality Sampling / Water Byelaws

Process 6 - Planned visits to Non-Household Customer's Premises

Purpose and scope of Process 6: -

This Process sets out the operational arrangements which apply where Scottish Water is required by statute or this Code to visit a Non-Household Customer's Premises in order to take water samples or to conduct a Water Byelaws inspection. Such visits may be required to monitor compliance with applicable water quality rules, Water Byelaws or to investigate a water quality complaint.

Process:-

Step 1

Depending on the nature of the planned visit either (i) Scottish Water will make prior arrangements with the relevant Licensed Provider (following receipt of relevant information provided by the Central Market Agency) if the visit is to investigate a complaint or is requested by the Licensed Provider; or (ii) where the sampling or visit by Scottish Water is to demonstrate or investigate compliance with water quality regulations or Water Byelaws, Scottish Water will notify the Licensed Provider after the visit to the Non-Household Customer's Premises and will provide a report on its findings.

Step 2

Where appropriate, Scottish Water will inform the Licensed Provider in advance of the timing of any visit to the Non-Household Customer's Premises. The notice to the Licensed Provider will specify the purpose of the intended visit.

Step 3

The Licensed Provider will provide Scottish Water with the Non-Household Customer's Supply Point ID.

Step 4

The visit is undertaken by Scottish Water. The Licensed Provider may be present at the time of the planned visit.

Water Quality Sampling / Water Byelaws

Process 7 - Unplanned visits to Non-Household Customer's Premises

Purpose and scope of Process 7: -

This Process sets out the operational arrangement which will apply where Scottish Water is required to make an unplanned visit to a Non-Household Customer's Premises. Such visits may be required to monitor compliance with applicable water quality rules, Water Byelaws, or to investigate a water quality complaint.

Process:-

Step 1

Scottish Water may visit Non-Household Customer's Premises without making prior arrangements with the relevant Licensed Provider or the Non-Household Customer:

- in order to take a water sample necessitated by service disruption;
- when an event affecting water quality requires an urgent investigation; or
- when requested by the Licensed Provider.

Step 2

Scottish Water (following receipt of relevant information provided by the Central Market Agency including the Non-Household Customer's Supply Point ID) will notify the Licensed Provider within 24 hours that a visit has been undertaken, and will provide substantive reasons for such a visit.

Metering

General Introduction

Processes 8-12 set out the procedures for the installation, accuracy testing, fault and repair, and change of meters.

Metering

Process 8 - Installation of a meter for a new Supply Point

Purpose and scope of Process 8: -

It is acknowledged that Scottish Water is undertaking a programme of meter installation on a region-by-region basis in respect of existing Supply Points. In addition, the installation of a meter for a new Supply Point is the responsibility of Scottish Water. This Process sets out the operational arrangements which apply either where a Licensed Provider requests or Scottish Water wishes to carry out a meter installation. There will be no charge for a meter installation for a new Supply Point other than as set out in the Wholesale Charges Scheme.

Process:-

Step 1

The Licensed Provider by submitting a meter service request form (Form F), as set out in the Appendix to this Code will notify Scottish Water of the relevant Supply Point and the Non-Household Customer's Supply Point ID or Scottish Water (following receipt of relevant information provided by the Central Market Agency) will notify the Licensed Provider that it wishes to install a meter, as the case may be. Where Scottish Water receives a notification from a Licensed Provider, Scottish Water may refuse the Licensed Provider's request and provide reasons to the Licensed Provider for such refusal.

Step 2

Scottish Water will promptly arrange with the Licensed Provider for any site survey that is required to be carried out to establish the feasibility of installing a meter. Installation will either:

- take place without delay where installation does not require further investigation; or
- take place at a later date agreed with the Licensed Provider following further investigation by Scottish Water.

Step 3

Scottish Water will notify the Licensed Provider if it considers the meter installation to be infeasible, within 8 Business Days of the date of notification under Step 1, giving reasons.

Step 4

If the meter can be installed, Scottish Water will carry out the installation, within 22 Business Days of the date of notification under Step 1. Scottish Water will install the meter as close to the point of connection to the Network as is reasonably practical.

Step 5

Within 2 Business Days of completion of any meter installation, Scottish Water will promptly notify the Central Market Agency of the opening meter readings and meter installation details in accordance with the Market Code.

Metering

Process 9 - Meter accuracy test

Purpose and scope of Process 9: -

Testing the accuracy of an installed meter is the responsibility of Scottish Water. This Process sets out the operational arrangements which apply where a Licensed Provider requests or Scottish Water is instructed by the Central Market Agency to conduct a meter accuracy test.

Process:-

Step 1

Either:-

- (i) the Licensed Provider makes a request to Scottish Water to carry out a meter accuracy test by submitting a meter request form (Form F) as set out in the Appendix to this Code. The Licensed Provider's request will detail the following:
 - the Non-Household Customer's Supply Point ID and Meter Reference Number;
 - the Licensed Provider's reasons for their request; and

- details of any recent events that have affected consumption; or.
- (ii) Scottish Water (following instruction by the Central Market Agency and when in receipt of relevant information provided by the Central Market Agency) will notify the Licensed Provider that it intends to carry out a meter accuracy test.

Step 2

Scottish Water will visit the Non-Household Customer's Premises on a date and time agreed with the Licensed Provider, and where required, remove the meter to allow the meter accuracy test to be carried out at an approved laboratory.

Step 3

Scottish Water will complete the test and notify the Licensed Provider and the Central Market Agency of the results within 10 Business Days of the Central Market Agency or Licensed Provider's request being received other than where there are exceptional circumstances beyond Scottish Water's control such as road or street works.

Step 4

Only where the Licensed Provider has requested the meter accuracy test, Scottish Water may invoice the Licensed Provider in accordance with the Wholesale Charges Scheme, for the costs of the test if the meter is found to be accurate.

Metering

Process 10 - Meter fault and repair

Purpose and scope of Process 10: -

The repair or replacement of faulty meters is the responsibility of Scottish Water. This Process sets out the operational arrangements which apply where a Licensed Provider notifies Scottish Water that a meter installed at a Non-Household Customer's Premises is faulty.

Process:-

Step 1

The Licensed Provider notifies Scottish Water as soon as reasonably practicable that a meter installed at a Non-Household Customer's Premises is faulty by submitting a meter request form (Form F) as set out in the Appendix to this Code. Such notification will include provision of the following information:

- Non-Household Customer's Supply Point ID and Meter Reference Number;
- the suspected nature of the fault; and
- any recent events affecting consumption.

Step 2

Scottish Water may, by prior arrangement with the Licensed Provider, visit the Non-Household Customer's Premises to inspect the faulty meter to determine the cause of the fault and the appropriate action required to either repair or replace the faulty meter. Scottish Water will carry out the inspection within 10 Business Days of receiving notification of the fault from the Licensed Provider other than where there are exceptional circumstances beyond Scottish Water's control such as road or street works.

Step 3

After inspecting the meter, Scottish Water will either:-

- (i) arrange with the Licensed Provider a mutually convenient time and date for the repair or replacement of the faulty meter to be carried out. Scottish Water will repair or replace the faulty meter installed at the Non-Household Customer's Premises within 22 Business Days from the receipt of the Licensed Provider's notification of the fault; or
- (ii) notify the Licensed Provider within 5 Business Days of the inspection if it considers the meter to be working properly. In this event, Scottish Water may recover the cost of inspecting the meter in accordance with the Wholesale Charges Scheme.

Step 4

Within 2 Business Days of completion of any repair, Scottish Water will notify the Central Market Agency of the closing and opening meter readings in accordance with the Market Code. If the meter has been replaced, the notification to the Central Market Agency shall include meter removal and installation details.

Step 5

Scottish Water may recover its reasonable cost of repair or replacement of the meter from the Licensed Provider if it can demonstrate that the meter was damaged by an act or omission of the

Licensed Provider or Non-Household Customer. Scottish Water will otherwise not be able to recover such costs.

Metering

Process 11 - Change of meter at the request of the Licensed Provider

Purpose and scope of Process 11: -

The change of a meter is the responsibility of Scottish Water. This Process sets out the operational arrangements, which apply where a Licensed Provider requests a change of meter.

Process:-

Step 1

The Licensed Provider makes a request to Scottish Water for a change of a meter installed at Non-Household Customer's Premises by submitting a meter request form (Form F) as set out in the Appendix to this Code. The Licensed Provider's request will include the following information:

- Non-Household Customer's Supply Point ID and Meter Reference Number;
- the Licensed Provider's reason for the request; and
- any recent events affecting consumption.

Step 2

On receiving a request from a Licensed Provider to replace a meter installed at a Non-Household Customer's Premises, Scottish Water will, within 10 Business Days of receiving the request, provide the Licensed Provider with a quotation for the cost of carrying out the works.

Step 3

Scottish Water may visit the Non-Household Customer's Premises by prior arrangement with the Licensed Provider to enable it to prepare a cost quotation for replacing the meter.

Step 4

The Licensed Provider will confirm to Scottish Water its acceptance of Scottish Water's cost quotation and that the works are to take place, and Scottish Water will replace the meter within 22 Business Days of receiving such confirmation from the Licensed Provider.

Step 5

Scottish Water will arrange with the Licensed Provider a mutually convenient time and date for the works to be carried out.

Step 6

Within 2 Business Days of completion of the works, Scottish Water and the Licensed Provider will notify the Central Market Agency of the meter removal and installation and associated meter readings in accordance with the Market Code.

Step 7

On completion of the works, Scottish Water invoices the Licensed Provider in accordance with the Wholesale Charges Scheme for the costs of carrying out the replacement works. The Licensed Provider pays any relevant invoice properly due.

Metering

Process 12 - Change of meter at the request of Scottish Water

Purpose and scope of Process 12: -

The change of a meter at the request of Scottish Water will be the responsibility of Scottish Water. This Process sets out the operational arrangements which apply where Scottish Water requests such a meter change. All costs associated with changing the meter will be borne by Scottish Water unless it can demonstrate that the meter was damaged by an act or omission by the Licensed Provider or Non-Household Customer.

Process:-

Step 1

When Scottish Water wishes to change a meter installed at a Non-Household Customer's Premises, it shall so notify the Licensed Provider (following receipt of relevant information provided by the Central Market Agency) giving 20 Business Days notice. The notification will include provision of the following information:

- Non-Household Customer's Supply Point ID and Meter Reference Number; and
- reasons for requiring the change of meter.

Step 2

Scottish Water will arrange with the Licensed Provider a mutually convenient time and date for the meter change to be carried out.

Step 3

Within 2 Business Days of completion of the change, Scottish Water will notify the Central Market Agency of the meter removal and installation and associated meter readings in accordance with the Market Code.

Enquiries, Complaints and Contacts

General Introduction

Processes 13-18 set out the procedures for standard and 24 hour enquiries, and complaints. Where an enquiry relates to an Emergency or public health matter, Scottish Water will be responsible for such enquiries. All other enquiries will be dealt with by a Licensed Provider or Scottish Water depending on their content and to whom they are addressed.

Enquiries, Complaints and Contacts

Process 13 - Non-Household Customer enquiries

Purpose and Scope of Process 13: -

This Process states what Scottish Water does on receipt of a Non-Household Customer enquiry other than in an Emergency or in respect of an enquiry concerning public health. If it is an Emergency or public health matter, Scottish Water will deal with such enquiries; otherwise the enquiry is referred to the Non-Household Customer's Licensed Provider to deal with under the relevant Process in this Code.

Process:-

When Scottish Water receives an enquiry in relation to the provision of Water or Sewerage Services from a Non-Household Customer, it will immediately re-direct the Non-Household Customer to the relevant Licensed Provider and inform the Licensed Provider forthwith of the enquiry except for enquiries which are related to an Emergency or may be related to public health which are covered by Process 18.

Enquiries, Complaints and Contacts

Process 14 - Developer enquiries

Purpose and scope of Process 14: -

This Process sets out the operational arrangements which apply where a Developer enquires of Scottish Water as to the provision of Water or Sewerage Services for a proposed development. A Developer may appoint a Licensed Provider at any time during this Process 14. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate with the Licensed Provider and use the appropriate Process.

Process:-

Step 1

Developer makes an enquiry in relation to the provision of Water or Sewerage Services to a proposed development, Scottish Water will make an initial response within 10 Business Days of receipt of the enquiry.

Step 2

The initial response by Scottish Water, based on the information provided by the Developer, will include provision of a reference number for the enquiry and will either:

- confirm that there is sufficient capacity within the Network to enable provision of the required services and give an estimate of the conditions, cost and timescale for connecting the proposed development to the Network; or
- advise of the need to require a DIA using the form (Form E) set out in the Appendix to this Code.

Step 3

When a Developer requests Scottish Water to carry out a DIA, Scottish Water will do so within 20 Business Days of receipt of the request (unless due to reasons beyond its reasonable control).

Step 4

The DIA will identify any Network reinforcement or other work required before the proposed development can be connected.

Enquiries, Complaints and Contacts

Process 15 - Trade Effluent enquiries

Purpose and scope of Process 15: -

This Process states what Scottish Water or a Licensed Provider does on receipt of a Trade Effluent enquiry.

Process:-

Scottish Water

Step 1

When Scottish Water receives an enquiry from a Licensed Provider or Non-Household Customer in relation to the applicable rules concerning Trade Effluent, Scottish Water will make a substantive response within 10 Business Days of receipt, sending a copy of Scottish Water's response to the Licensed Provider where the enquiry is from a Non-Household Customer.

Step 2

When Scottish Water receives any other enquiry in relation to Trade Effluent from a Non-Household Customer, it will without delay re-direct the Non-Household Customer to the relevant Licensed Provider.

Licensed Provider

When the Licensed Provider receives an enquiry from a Non-Household Customer or any other person in relation to the applicable rules concerning Trade Effluent, the Licensed Provider, in accordance with Step 1, will either forward on the enquiry to Scottish Water as soon as is reasonably practicable or deal with the enquiry itself.

Enquiries, Complaints and Contacts

Process 16 – Water Byelaw enquiries

Purpose and scope of Process 16: -

This Process states what Scottish Water or a Licensed Provider do on receipt of a Water Byelaws enquiry.

Process:-

Scottish Water

Step 1

When Scottish Water receives an enquiry from a Licensed Provider in relation to the Water Byelaws, Scottish Water will make a substantive response within 10 Business Days of its receipt.

Step 2

When Scottish Water receives an enquiry from a Non-Household Customer, Scottish Water will redirect the enquiry to the Licensed Provider and inform the Licensed Provider forthwith.

Licensed Provider

When the Licensed Provider receives an enquiry from a Non-Household Customer in relation to the Water Byelaws, the Licensed Provider will either refer the enquiry to Scottish Water under Step 1 as soon as is reasonably practicable or deal with the enquiry itself.

Enquiries, Complaints and Contacts

Process 17 - Complaints relating to Scottish Water's services

Purpose and scope of Process 17: -

This Process sets out the operational requirements to be followed by Scottish Water in the event of it receiving a complaint from either the Licensed Provider or the Non-Household Customer. Scottish Water shall act expeditiously in dealing with a complaint.

Process:-

Step 1

When Scottish Water receives a complaint in relation to the provision of Water or Sewerage Services from a Non-Household Customer, it will immediately re-direct the Non-Household Customer to the relevant Licensed Provider. When a Non-Household Customer complains to a

Licensed Provider in relation to Scottish Water's provision of Water and Sewerage Services, the Licensed Provider will log the complaint and assign a reference number.

Step 2

Thereafter when a Licensed Provider complains to Scottish Water in relation to Scottish Water's provision of Water or Sewerage Services, it will submit a complaint form (Form G) as set out in the Appendix to this Code which will provide the following information:

- Licensed Provider ID;
- Non-Household Customer's Supply Point ID where relevant;
- complaint reference number or numbers where more than one Non-Household Customer has complained concerning the same or a related incident;
- details of the complaint; and
- whether compensation is being claimed.

Step 3

Scottish Water will investigate a complaint and report to the Licensed Provider within 5 Business Days from receipt of the complaint. The report will provide the following information:

- Licensed Provider ID;
- Non-Household Customer's Supply Point ID where relevant;
- complaint reference number or numbers where more than one Non-Household Customer has complained concerning the same or a related incident; and
- any resolution available to the Non-Household Customer complaint.

Save as set out below, within 15 Business Days of receipt of the complaint Scottish Water will have issued a response which is:

- (i) clear as to the action (if any) to be taken and the timescale for such action; and
- (ii) reflects the service provision for which Scottish Water is currently financed.

If Scottish Water is not able to issue such a response within 15 Business Days of receipt of the complaint due to reasons beyond its reasonable control (for example, in relation to vexatious or frivolous complaints) it shall, at all times, act expeditiously in dealing with the complaint. In such cases Scottish Water shall also confirm within 15 Business Days of receipt of the complaint the reasons why the complaint cannot be responded to within the 15 Business Days period.

Step 4

Where compensation is due to the Non-Household Customer, Scottish Water will pay any such compensation to the Licensed Provider, who will pass this payment on to the Non-Household Customer.

Enquiries, Complaints and Contacts

Process 18 - Contacts on 24 hour numbers

Purpose and scope of Process 18: -

This Process sets out the operational requirements placed upon Scottish Water and the Licensed Provider regarding the provision of a 24 hour number for enquiry purposes. If it is an Emergency or a public health matter, Scottish Water will deal with such enquiries; otherwise the enquiry is referred to the Non-Household Customer's Licensed Provider to deal with under the appropriate Process in this Code.

Process:-

Step 1

Scottish Water and the Licensed Provider will co-operate to maintain effective arrangements (including any sub-contracting arrangements on behalf of the Licensed Provider):

- to provide the general public and Non-Household Customers with a single 24 hour/ 7 day telephone number to contact to report an incident relating to the provision of Water and Sewerage Services; and
- to handle calls received on the 24 hour number at any time of day from the general public and from Non-Household Customers relating to the provision of Water and Sewerage Services.

Step 2

The arrangements will ensure that:

- (i) any calls received relating to the general public or which may be related to public health are dealt with promptly by Scottish Water; and
- (ii) any non-Emergency calls received relating to Non-Household Customers are dealt with promptly by the Licensed Provider.

Planned Activities and Affected Services

General Introduction

Process 19 deals with the long-term and short-term planning activities carried out by Scottish Water in relation to the provision of Water and Sewerage Services.

Planned Activities and Affected Services

Process 19 - Planned activities

Purpose and scope of Process 19: -

Scottish Water, in respect of the provision of Water and Sewerage Services, requires to undertake both long-term and short-term planning activities. This Process sets out the activities that should be undertaken by Scottish Water.

Process:-

Long-term Planning process

Step 1

By 31 March each year Scottish Water will produce and send to the Licensed Provider a long-term investment plan giving details of its future plans. These plans will provide:

- high level indications of work, including the nature of the work and the geographical areas; and
- more detailed information about the programme of work, including specific geographical areas (by post code to the first 4 digits), the nature of the work, and the likely level of any disruption to water supplies or sewerage for the then current regulatory control period.

The Licensed Provider may make comments on Scottish Water's plan. Scottish Water will reasonably consider and, where appropriate, incorporate the Licensed Provider's comments in accordance with its Consultation Code under the 2002 Act.

Step 2

Scottish Water will provide to the Licensed Provider quarterly updates to its long-term plan.

Short-term Planning process

Step 1

Scottish Water will inform and update Licensed Providers each week on a rolling basis by electronic means of specific activities at least 22 Business Days in advance of the start date chosen to implement programmes of work, where the specific activities have the potential to affect Water or Sewerage Services provided to Non-Household Customers by the Licensed Provider.

The information will specify the geographical areas affected by full post code, the nature of the work, and the likely impact on Water and Sewerage Services delivered and will state any alternative arrangements that Scottish Water propose in order to maintain Water and/or Sewerage Services where such services are expected to be lost for more than 4 hours.

Where any planned activities may have a particular impact on specific types or classes of Non-Household Customers, such as Sensitive Customers (more particularly described in the Non-Household Customer Classification section of this Code) Scottish Water will give Licensed Providers additional information in relation to these activities.

For any major interruption to services, Scottish Water will prepare a contingency plan for the work taking longer than planned and to cover for any unexpected complications.

Step 2

Licensed Providers may make comments on Scottish Water's plans within 5 Business Days of their date of issue. Scottish Water will reasonably consider, and, where appropriate, incorporate the Licensed Providers comments and will reissue their plans at least 20 Business Days in advance of the proposed programme of work.

Step 3

Scottish Water can then only modify the proposed date of work by agreement of all the Licensed Providers concerned (insofar as it affects their customers) or no later than 48 hours in advance (otherwise Step 1 applies).

Unplanned Changes to Services

General Introduction

Processes 20 and 21 set out the procedures for unplanned changes to Water Services, Sewerage Services, and emergency activities.

Unplanned Changes to Water and/or Sewerage Services

Process 20 - Unplanned changes to Water and/or Sewerage Services

Purpose and scope of Process 20: -

This Process sets out the operational arrangements that will apply in the event of changes in the nature of the Water and/or Sewerage Services provided to the Licensed Provider by Scottish Water. Such changes may include:

- temporary interruptions to supply;
- temporary lowering of water pressure; and/or
- water quality changes such as colour, taste or chemical composition.

Process 20 does not deal with Emergency situations which are addressed in Process 21.

Process:-

Step 1

Unplanned changes to Water and/or Sewerage Services may become known by several different means:

- a Non-Household Customer informs a Licensed Provider directly. The Licensed Provider will inform Scottish Water forthwith if the Non-Household Customer's communication may concern a public health matter. Otherwise the Licensed Provider will notify Scottish Water without delay or at the latest within 3 hours of its being informed. That notification to Scottish Water to be made between 0900 hours and 1800 hours on the Business Day that it comes to the attention of the Licensed Provider or otherwise where the 3 hours has not expired at 1800 hours, between 0900 hours and 1800 hours on the next Business Day;
- a Licensed Provider otherwise becomes aware of the unplanned change. The Licensed Provider will inform Scottish Water forthwith if the unplanned change may concern a public health matter. Otherwise the Licensed Provider will inform Scottish Water without delay or at the latest within 3 hours of it becoming aware of the unplanned change. That notification to Scottish Water to be made between 0900 hours and 1800 hours on the Business Day that it comes to the attention of the Licensed Provider or otherwise where the 3 hours has not expired at 1800 hours, between 0900 hours and 1800 hours on the next Business Day;
- Scottish Water from its own monitoring becomes aware of the unplanned change.

Step 2

Scottish Water may promptly request a Licensed Provider to obtain more information (including the Non-Household Customer's Supply Point ID and the relevant Supply Point) about the unplanned change from its Non-Household Customer – whether or not the Licensed Provider had previously reported an unplanned change to Scottish Water. In the case of Sensitive Customers, the Licensed Provider will use reasonable endeavours to respond without delay. If the unplanned change does not involve Sensitive Customers, the Licensed Provider will use reasonable endeavours to respond within 24 hours of the request.

Step 3

Scottish Water will use reasonable endeavours to assess the nature and extent of the unplanned change within 12 hours of its occurrence, wherever practicable. The Licensed Provider will be informed by Scottish Water within 24 hours of any visit having been undertaken to Non-Household Customer's Premises as part of Scottish Water's assessment or resolution. Scottish Water will promptly provide information to Licensed Providers as to:

- the extent and nature of the unplanned change;
- any specific impact on particular types of Non-Household Customers;
- its proposals to remedy the unplanned change; and
- the estimated time of restoration.

Step 4

Licensed Providers will inform their Non-Household Customers of the general information provided by Scottish Water and of any information specific to a particular Non-Household Customer. At any step Licensed Providers, on behalf of their Non-Household Customers, may reasonably ask Scottish Water for further information regarding an unplanned change. Scottish Water will use reasonable endeavours to respond within 12 hours of the request.

Step 5

If the unplanned change is extended, then Scottish Water will update the information provided to Licensed Providers on a daily basis. For a total loss of supply to more than one Non-Household Customer, Scottish Water will make alternative arrangements for a supply of domestic water if the supply is to be unavailable for more than 6 hours. The Licensed Provider will use all reasonable endeavours to keep affected Non-Household Customers informed.

Step 6

In managing an unplanned change Scottish Water may request Licensed Providers:

- to ask Non-Household Customers to generally reduce their demand for Water and/ or Sewerage Services; or
- to carry out such other steps as are agreed.

Licensed Providers will use reasonable endeavours to carry out such actions promptly.

Step 7

Scottish Water will inform the Licensed Providers as soon as the event causing the unplanned change to Water Services is concluded. Scottish Water is responsible for the restoring of Water and/or Sewerage Services as soon as possible.

Unplanned Changes to Services

Process 21 - Emergency activities

Purpose and scope of Process 21: -

For the purpose of this Operational Code an "Emergency" is either:

(i) an event governed by The Security and Emergency Measures (Scottish Water) (Scotland) Direction 2002 notified to Scottish Ministers and which arises in a civil emergency or where there are threats to national security; or

(ii) results from flooding from sewers or where water gets into the gas system;

and is unable to be addressed using the other Code Processes. This Process sets out the operational arrangements that apply whereby Scottish Water undertakes Emergency planning, declares an Emergency and implements any Emergency Plan.

Process:-

Emergency Planning

Step 1

Scottish Water is required to make, review and implement Emergency Plans to ensure the provision of essential Water and/or Sewerage Services in the event of an Emergency. Where such Emergency Plans impact on Non-Household Customers:

- Scottish Water will consult with the Licensed Provider in preparing or revising the Emergency Plan;
- Scottish Water will arrange any required meetings with the Non-Household Customer through the Licensed Provider, who has a right to attend any such meetings;
- the Emergency Plans will specify the agreed role of the Licensed Provider in the implementation of the Emergency Plan;
- Scottish Water will supply the Licensed Provider with a copy of the Emergency Plan in relation to each of the Licensed Provider's Non-Household Customers; and
- Scottish Water will supply any other Licensed Provider with a copy of the Emergency Plan in relation to any one of the Licensed Provider's Non-Household Customer's, where that other Licensed Provider obtains and provides to Scottish Water the relevant Non-Household Customer's written consent.

Step 2

Scottish Water will co-ordinate the testing of Emergency Plans including the role of Licensed Providers.

Declaration of an Emergency

Step 1

Scottish Water may receive information prior to declaring an Emergency from one or more different sources including:

- a Non-Household Customer who contacts their Licensed Provider either directly or via the 24 hour number, described in Step 1 of Process 18 above in respect of an event (which could be either site or non-site specific). The Licensed Provider passes on information about the event to Scottish Water;
- a Non-Household Customer who contacts Scottish Water via the 24 hour number; and
- Scottish Water from its own monitoring, or from information received from other bodies such as SEPA or Local Authorities recognises that there is an Emergency.

Step 2

When Scottish Water declares an Emergency and states that it intends to implement its Emergency Plans Scottish Water will forthwith inform all Licensed Providers of the Emergency. The Licensed Provider will, using reasonable endeavours, then promptly contact each of its Non-Household Customers affected by the Emergency. Scottish Water will also inform Non-Household Customers through such methods as:

- press and broadcast media;
- loudhailers; and
- leaflet drops.

For these methods Non-Household Customers will in general be treated similarly to the general public. In addition to any information which Scottish Water provides to Licensed Providers about the general conduct of the Emergency, or information relating to Non-Household Customers or Sensitive Customers, Scottish Water will also provide directly to each Licensed Provider copies of all the information that Scottish Water has made publicly available.

Implementation of Emergency Plans

Step 1

Scottish Water will implement the agreed Emergency Plans. Where there is a need to deviate from the agreed Emergency Plans, Scottish Water will promptly inform the Licensed Provider. Throughout the Emergency, Scottish Water will continue to update both the publicly available information as well as the information specific to Licensed Providers. Licensed Providers will promptly pass on such information to their Non-Household Customers.

Step 2

Scottish Water will provide Licensed Providers with the name and contact details of a designated contact officer who will provide Licensed Providers with updated information, and who will be available to provide supplementary information to Licensed Providers on request.

Step 3

Scottish Water is responsible for managing the distribution of alternative water supplies in accordance with its duty to prioritise the maintenance of water supplies to Sensitive Customers.

Step 4

In managing an Emergency Scottish Water may require:

- Licensed Providers to ask Non-Household Customers to generally reduce their demand for Water and/ or Sewerage Services; or
-
- Licensed Providers to carry out such other steps as are documented in the agreed Emergency Plans.

Licensed Providers will use reasonable endeavours to carry out any such actions promptly.

Step 5

Scottish Water will notify Licensed Providers when the Emergency has come to an end.

Step 6

Scottish Water will publish a report on the Emergency incident as soon as is reasonably practicable thereafter.

Trade Effluent Control

General Introduction

Processes 22 to 25 set out the procedures for the application/modification of Trade Effluent Consents, Trade Effluent monitoring, pollution incidents, and the discontinuation of Trade Effluent Services/Consents.

Trade Effluent Control

Process 22 - Application for and modification to a Trade Effluent Consent

Purpose and scope of Process 22: -

Trade Effluent Consents are issued by Scottish Water under statute – principally the Sewerage (Scotland) Act 1968. This Process sets out the operational arrangements for the Trade Effluent Consent application process where an application is made, or a modification is requested, by a Licensed Provider. Scottish Water may also enter into qualifying small or temporary agreements for the reception, treatment or disposal of Trade Effluent from Non-Household Customers' Premises.

Process:-

Consent Grant

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

If Scottish Water receives an application form (Form H) as set out in the Appendix to this Code for Trade Effluent Consent from the owner or occupier of Non-Household Customer's Premises, Scottish Water will copy the application to the Non-Household Customer's Licensed Provider. If the Non-Household Customer has failed to appoint a Licensed Provider, Scottish Water will inform the Non-Household Customer that Sewerage Services (including Trade Effluent) must be supplied via a Licensed Provider. Scottish Water will copy the application to any other statutory body (e.g. SEPA) which in the opinion of Scottish Water has an interest in the application.

Step 3

If Scottish Water requires further information in respect of the application, it will as necessary:

- request the information (including the Non-Household Customers Supply Point ID) via the Licensed Provider; and
- make a request for a site visit via the Licensed Provider.

The Licensed Provider will as soon as reasonably practicable provide the additional information requested, or facilitate the site visit.

Step 4

Within 90 days of the date of the application, Scottish Water will either:

- grant the Trade Effluent Consent by approving the application, either unconditionally or imposing whatever conditions it is competent to impose; or
- reject the application giving its reasons.

and will send notice of such Trade Effluent Consent or rejection to the Licensed Provider, the owner, the occupier or any prospective occupier, and any statutory consultees previously notified.

Step 5

Any Trade Effluent Consent granted by Scottish Water is granted from a specified date for a minimum of two years and will continue notwithstanding any change of ownership or of occupancy of the Non-Household Customer's Premises or any change of Licensed Provider.

Modification

Step 1

Scottish Water may choose to review the terms of a Trade Effluent Consent, or will review the terms of a Trade Effluent Consent when requested by a Licensed Provider. If either party wishes a review to take place within 2 years of the initial granting of a Trade Effluent Consent or a previous review, this will be agreed in writing by both parties.

Step 2

Scottish Water will then inform the Licensed Provider, the owner and the occupier of the Non-Household Customer's Premises that it intends to direct a change to a Trade Effluent Consent, and its reasons therefor.

Step 3

Following a 28 day consultation period in which the Licensed Provider, the owner or the occupier of the Non-Household Customer's Premises may make representations to Scottish Water, Scottish Water may make a direction to change the Trade Effluent Consent. Such direction will take effect not earlier than 90 days from the date of the direction.

Qualifying small or temporary agreements

Step 1

The Non-Household Customer appoints a Licensed Provider

Step 2

The Licensed Provider submits an application for an agreement in respect of Trade Effluent to Scottish Water.

Step 3

Where the application submitted by the Licensed Provider is on behalf of an occupier (rather than the owner of the Non-Household Customer's Premises), Scottish Water will copy the application to the owner and allow the owner 28 days to make representations.

Step 4

If Scottish Water receives an application for an agreement from the owner or occupier of Non-Household Customer's Premises, Scottish Water will copy the application to the Non-Household Customer's Licensed Provider. If the Non-Household Customer has failed to appoint a Licensed Provider, Scottish Water will inform the Non-Household Customer that Sewerage Services (including Trade Effluent) must be supplied via a Licensed Provider.

Step 5

Scottish Water will consider the application and respond without delay to the Licensed Provider.

Trade Effluent Control

Process 23 - Trade Effluent monitoring

Purpose and scope of Process 23: -

Scottish Water has an obligation under the Sewerage (Scotland) Act 1968 to enforce Trade Effluent compliance. Scottish Water discharges their obligation through monitoring (in particular, regular and spot sampling of Trade Effluent). This Process sets out the operational arrangements for this monitoring process. On request, Scottish Water will provide the Licensed Provider with reports on any samples obtained.

Process:-

Regular sampling visits

Step 1

Scottish Water will (following receipt of relevant Licensed Provider information from the Central Market Agency) give the Licensed Provider a list of premises (by post code) intended to be visited in any week 5 Business Days in advance of the commencement of that week. Scottish Water will provide reasons for such a visit, and if asked the Licensed Provider will keep the visit confidential from the Non-Household Customer. Advance notice will not be required where the Licensed Provider is self-supplying or has installed or is operating the relevant treatment works themselves at the Non-Household Customer's Premises in which latter case Scottish Water will inform the Licensed Provider within 24 hours after the visit has taken place.

Step 2

Visits will normally be arranged for a Business Day, and will be arranged at various times to provide representative Trade Effluent samples and to allow discussions with the relevant Non-Household Customer. The frequency of visits will be dependent upon various factors including the nature and volume of the Trade Effluent, and the Non-Household Customer's compliance record with the Trade Effluent Consent. The Licensed Provider may attend at any visit to the Non-Household Customer's Premises.

Step 3

Scottish Water may make arrangements for automated sampling and monitoring, and for recording such data remotely.

Spot sampling visits

Step 1

If Scottish Water has reasonable grounds to suspect non-compliance with the Trade Effluent Consent, it may make an unannounced visit to the Non-Household Customer's Premises to collect samples and monitor discharges.

Step 2

Scottish Water will in advance notify the Licensed Provider (or the Commission – if Scottish Water deems this more appropriate) that a visit will be necessary. Scottish Water will provide reasons for such a visit. The Licensed Provider will, at all times, keep the visit confidential from the Non-Household Customer. Advance notice will not be required where the Licensed Provider is self-supplying or has installed or is operating the relevant treatment works themselves at the Non-Household Customer's Premises in which latter case Scottish Water will inform the Licensed Provider within 24 hours after the visit has taken place.

Non-compliance

Step 1

If Scottish Water's monitoring detects non-compliance with the Trade Effluent Consent, Scottish Water will determine the scale of the non-compliance with the Trade Effluent Consent. Scottish Water will inform the Licensed Provider promptly of any significant non-compliance.

Step 2

Depending on the scale and nature of the non-compliance with the Consent, Scottish Water may take competent action. Scottish Water will notify the Licensed Provider at the same time as any action that Scottish Water takes, and provide copies of correspondence with the Non-Household Customer to the Licensed Provider.

Trade Effluent Control

Process 24 - Pollution incidents

Purpose and Scope of Process 24: -

This Process sets out the operational requirements for the tackling of pollution incidents and the means by which they are to be rectified.

Process:-

Step 1

Scottish Water may receive initial information relating to a Trade Effluent incident or potential incident from one or more sources including the Licensed Provider, a Non-Household Customer, the general public, SEPA and Local Authority Environmental Health Departments or from its own monitoring of the quality of water and/or waste water arriving at treatment works.

Step 2

Scottish Water will review the information received and investigate the incident as necessary to determine the source of pollution and notify all Licensed Providers.

Step 3

Scottish Water will co-operate with other statutory bodies such as SEPA. In carrying out its investigation Scottish Water may need to make one or more site visits to Non-Household Customer's Premises as a matter of urgency.

Step 4

Scottish Water will inform the Licensed Provider within 24 hours after any site visit to a Non-Household Customer's Premises has taken place.

Step 5

If Scottish Water determines that the source of the pollution incident is attributable to a Non-Household Customer,

- Scottish Water will promptly contact the Non-Household Customer to notify them of required remedial actions to cease the pollutions and to prevent re-occurrence. Scottish Water may make agreements with the Non-Household Customer as to the steps and the timetable for actions to be carried out; and
- Scottish Water will inform the Licensed Provider with information regarding the pollution incident, and of the actions taken to deal with it.

Trade Effluent Control

Process 25 – Discontinuation of Trade Effluent Services and termination of consent

Purpose and scope of Process 25: -

This Process sets out the operational requirements for discontinuation of Trade Effluent Services and termination of consent.

Process:-

Licensed Provider requests to discontinue Trade Effluent Services

Step 1

At least 14 days before making a request to discontinue Trade Effluent Services, the Licensed Provider will serve notice on the Non-Household Customer, the occupier of the Premises (if that is not the Non-Household Customer), Scottish Water and the Commission of its intention to make such a request.

Step 2

The Licensed Provider will have regard to any representations made to the Licensed Provider by the Non-Household Customer and the occupier of the Premises (if that is not the same person) within 10 days of the date of the notice.

Step 3

The Licensed Provider may then request Scottish Water to discontinue Trade Effluent Services to the specified Non-Household Customer's Premises

Step 4

Scottish Water will discontinue the provision of Trade Effluent Services to the Non-Household Customer's Premises provided that:

- a) any provision of sewerage to, or disposal of sewage from the Premises for a purpose otherwise than in respect of Trade Effluent or any other Premises are not adversely affected by the discontinuation; and
- b) there is no likely risk to public health arising in consequence of their discontinuation, and
- c) Scottish Water has the statutory right to carry out the discontinuation.

Step 5

Scottish Water will invoice the Licensed Provider for the costs arising from effecting a discontinuation of Trade Effluent Services in accordance with the Wholesale Charges Scheme.

Step 6

On discontinuation of the provision of Trade Effluent Services, Scottish Water will notify the Central Market Agency within 2 Business Days of such discontinuation in accordance with the Market Code.

Termination of Trade Effluent Consent

Step 1

Scottish Water, a Licensed Provider or a Non-Household Customer may request a Trade Effluent Consent termination.

Step 2

Where Scottish Water initiates a Trade Effluent Consent termination, it will promptly inform both the Non-Household Customer and the Licensed Provider of its intention to proceed with termination

Step 3

Where a Licensed Provider or Non-Household Customer initiates the termination, Scottish Water will promptly acknowledge the request and ensure that both the Non-Household Customer and the Licensed Provider are informed forthwith.

Step 4

Scottish Water will, in accordance with its statutory powers, notify both the Non-Household Customer and the Licensed Provider either:

- that Scottish Water will terminate the Trade Effluent Consent and the effective date of the termination; or
- that Scottish Water will not proceed with the termination.

Step 5

On termination of the Trade Effluent Consent, Scottish Water will notify the Central Market Agency within 2 Business Days in accordance with the Market Code.

Allowances

General Introduction

Processes 26 ~~–~~ 27A set out the procedures to be followed when applying for a fire fighting allowance, ~~and a non-return to sewer allowance~~ and the reassessment of an unmetered Supply Point.

Allowances

Process 26 – Fire Fighting Allowance

Purpose and scope of Process 26: -

This Process sets out the operational arrangements which apply where, in accordance with the Wholesale Charges Scheme, a Licensed Provider applies to Scottish Water for an allowance in respect of the charges paid by them for Water and/or Sewerage Services where a proportion of such services, supplied to their Non-Household Customer's Premises, are utilised for fire fighting, testing of fire apparatus or equipment for fire fighting training purposes.

Process:-

Step 1

The Licensed Provider submits an application for a fire fighting allowance to Scottish Water, together with supporting information, in accordance with the Wholesale Charges Scheme.

Step 2

Within 20 Business Days of the Licensed Provider's submission, Scottish Water will (i) accept the submission; or (ii) reject the submission; or (iii) propose an alternative allowance, at all times providing reasons in writing to the Licensed Provider of its decision.

Step 3

If the Licensed Provider wishes to raise a Dispute in relation to Scottish Water's decision, they may do so in accordance with the provisions of Part 3 (Disputes) of this Code.

Allowances

Process 27 – Non-Return to Sewer Allowance

Purpose and scope of Process 27: -

This Process sets out the operational arrangements which apply where, in accordance with the Wholesale Charges Scheme, a Licensed Provider applies to Scottish Water for an allowance in respect of the charges paid by them for Sewerage Services where the volume of water returned to sewer can be shown to be below the threshold provided for in the Wholesale Charges Scheme.

Process:-

Step 1

The Licensed Provider submits an application for a non-return to sewer allowance to Scottish Water, together with supporting information, in accordance with the Wholesale Charges Scheme.

Step 2

Within 20 Business Days of the Licensed Provider's submission, Scottish Water will (i) accept the submission; or (ii) reject the submission; or (iii) propose an alternative allowance, at all times providing reasons in writing to the Licensed Provider of its decision.

Step 3

Within 2 Business Days of granting the allowance, Scottish Water will notify the Central Market Agency of the extent of the allowance in accordance with the Market Code.

Step 4

If the Licensed Provider wishes to raise a Dispute in relation to Scottish Water's decision, they may do so in accordance with the provisions of Part 3 (Disputes) of this Code.

Allowances

Process 27A – Reassessment Process for Unmetered Supply Points

Purpose and scope of Process 27A: -

This Process sets out the operational arrangements which apply where a Licensed Provider, on behalf of its Non-Household Customer, applies for a reassessment of an unmetered Supply Point.

Process:-

Step 1

The Licensed Provider, as requested by the Non-Household Customer, submits to Scottish Water a Reassessment Request Form (Form L) as set out in the Appendix to this Code. A Licensed Provider may only lodge a Reassessment Request in relation to a Supply Point(s) once in any 12 month period unless it relates to a change of use, tenancy or the appointment of a new Licensed Provider.

Scottish Water will, within 10 Business Days of receipt of a reassessment request form, return any forms found to be:

- incomplete;
- not providing the necessary information;
- sent outwith the permitted timeframes; or
- sent without the co-operation of the Non-Household Customer's other Licensed Provider (only applicable where a customer has a different Licensed Provider for water and sewerage services).

Step 2

Meter Installation by Scottish Water

On receipt of a valid application form, Scottish Water may, by prior arrangement with the Licensed Provider, visit the Non-Household Customer's Premises to conduct a survey to assess if a meter can be fitted under the terms of Scottish Water's meter installation programme (as set out in the Wholesale Charges Scheme). Any properties with an assessed volume of more than 1000m³ will automatically be considered for a meter installation.

If a meter can be fitted, Scottish Water will, in line with Process 8 of the Operational Code, carry out the installation within 22 Business Days of receiving the completed Reassessment Request Form.

Step 3

Contribution Offer

Scottish Water will notify the Licensed Provider if it considers the meter installation not to be feasible and will, within 10 Business Days of receipt of a valid Reassessment Request Form, make a Contribution Offer to the Licensed Provider for the costs of changing the internal pipework at the premises in order to install a meter. The Contribution Offer will be subject to the Licensed Provider ensuring that any works are carried out in accordance with Scottish Water's applicable specification, a copy of which will be made available to the Licensed Provider.

Step 4

Contribution Offer Acceptance

If the Licensed Provider decides to accept the Contribution Offer and agrees to the terms (Scottish Water's specification), it will notify Scottish Water within 15 Business Days of the date of the Contribution Offer.

Contribution Offer Rejection

If no response from the Licensed Provider has been received by Scottish Water within the designated 15 Business Day period, then the offer will be deemed as rejected and the Supply Point will move to Reassessed Charges as described in Step 8.

Step 5

The Licensed Provider will, within 80 Business Days of the acceptance of the Contribution Offer, ensure that its Non-Household Customer completes the required changes to the premises' internal pipework and notify Scottish Water that the work is complete.

Step 6

If, when Scottish Water attempts to install the meter in line with Process 8 of the Operational Code, it is clear that the works at the Non-Household Customer's Premises have not been completed so to allow installation, Scottish Water will notify the Licensed Provider who will then have an

additional 10 Business Days from the date of the said notification to rectify any problem. If the works at the Non-Household Customer's Premises are not completed within the additional 10 Business Days, Scottish Water will treat the Contribution Offer as rejected.

Step 7

If a meter is to be fitted Scottish Water will, in line with Process 8 of the Operational Code, carry out the installation within 22 Business Days of receiving the notification of the completion of works.

Step 8

Move to Reassessed Charges

Where the Contribution Offer is not accepted by the Licensed Provider as set out in Step 4 or has been treated as rejected by Scottish Water as set out in Step 6, Scottish Water will reassess the annual consumption, water volume, meter size and return to sewer allowance (where applicable) for the Supply Point(s) based on the details of the actual consumption requirements supplied on the Reassessment Request Form and determine into which wholesale charging band (as set out in the published Wholesale Charges Scheme) the Supply Point(s) will correctly fall.

Scottish Water will notify the Licensed Provider of the wholesale charging band into which the Supply Point(s) fall within 2 Business Days of;

- the Licensed Provider having confirmed that it does not accept the Contribution Offer; or
- no response from the Licensed Provider has been received by Scottish Water within the designated period as set out in Step 4; or
- failure to complete the works at the premises within the additional 10 Business Days as set out in Step 6, as appropriate.

Step 9

The Licensed Provider may dispute Scottish Water's reassessment decision within 10 Business Days from the date of notification referred to in Step 8. If no response is received by Scottish Water within 10 Business Days of the date of the said notification, the notified wholesale charging band will be recorded by Scottish Water, who will then notify the CMA in accordance with the Market Code.

If the Licensed Provider disputes the reassessment, it must provide additional evidence to support a re-evaluation of the reassessment within 20 Business Days from the date the reassessment decision was notified by Scottish Water.

Following receipt of any additional evidence, Scottish Water will, within 10 Business Days, provide the Licensed Provider with its re-evaluation of the correct wholesale charging band. If no additional evidence is provided by the Licensed Provider within 20 Business Days, the original wholesale charging band will be recorded by Scottish Water, who will then notify the CMA in accordance with the Market Code.

Reassessment Review by Scottish Water

Step 1

Scottish Water may review each reassessed Supply Point a maximum of once every 3 years to confirm the criteria on which the reassessment was based remains unchanged. Scottish Water may review a reassessed Supply Point at any time from the date on which the new charge will be applied by the CMA in accordance with the Wholesale Charges Scheme.

Step 2

Scottish Water will request that the Licensed Provider supplies up-to-date information on water use and consumption to allow both an evaluation of appropriateness of the current assessment for charging, and an assessment of the potential for a meter to be installed. The Licensed Provider must supply the information requested within 20 Business Days of the date of Scottish Water's request.

Step 3

If no such information is received from the Licensed Provider within 20 Business Days or, having received the information, Scottish Water believes there are legitimate grounds for conducting a site visit, Scottish Water will liaise with the Licensed Provider to agree a convenient time for the site visit to take place. Scottish Water will notify the Licensed Provider in writing of the legitimate grounds.

Step 4

If, following receipt of the information required under Step 2 from the Licensed Provider and/or following a site visit, Scottish Water believes that a further reassessment is required, Scottish Water will determine the correct consumption values and into which wholesale charging band (as set out in the Wholesale Charges Scheme) the Supply Point(s) falls.

Step 5

Scottish Water will notify the Licensed Provider of the wholesale charging band into which the Supply Point(s) falls. The Licensed Provider may dispute Scottish Water's reassessment decision, within 10 Business Days from the date of notification. If no response is received by Scottish Water within 10 Business Days of the date of notification, the notified wholesale charging band will be recorded by Scottish Water, who will then notify the CMA in accordance with the Market Code.

If the Licensed Provider disputes the reassessment, it must provide additional evidence to support a re-evaluation of the reassessment within 20 Business Days from the date the reassessment decision was notified by Scottish Water.

Following receipt of any additional evidence, Scottish Water will, within 10 Business Days of receipt, provide the Licensed Provider with a re-evaluation of the correct wholesale charging band. If no additional evidence is provided within 20 Business Days, the original wholesale charging band will be recorded by Scottish Water, who will then notify the CMA in accordance with the Market Code.

Notification of Change of Tenancy/Use/Period of Vacancy by a Licensed Provider

Step 1

Where a Licensed Provider identifies a change of use or tenancy at the premises, the Licensed Provider will lodge a reassessment request in relation to the Supply Point(s) at the premises within 30 Business Days of the date on which it became aware of the change of use or tenancy.

Step 2

Following a period of vacancy, the Licensed Provider will lodge a Reassessment Request Form (Form L) with evidence of actual water use and consumption in line with Step 1.

Verification of Supply Point

General Introduction

Process 28 sets out the procedure to be followed by the Licensed Provider and Scottish Water when there is a requirement to verify the details of a physical Supply Point in relation to the corresponding details held on record.

Verification of Supply Point

Process 28 – Verification of Supply Point

Purpose and scope of Process 28: -

The physical inspection of Supply Point(s) for the purpose of verifying records and/or connections to the Network is the responsibility of Scottish Water. This Process sets out the operational arrangements that apply where either a Licensed Provider or Scottish Water consider that the physical Supply Point differs from the details held on their records.

Process:-

Step 1

Either:-

- (i) the Licensed Provider makes a request to Scottish Water to verify Supply Point(s) by submitting a verification of supply form (Form K) as set out in the Appendix to this Code. The Licensed Provider's request will detail the following:
 - the Non-Household Customer's Supply Point ID; and
 - the Licensed Provider's reasons for the request and any supporting information; or
- (ii) Scottish Water, where records are deemed inaccurate, will notify the Licensed Provider that it intends to make a physical verification of Supply Point(s).

Step 2

Scottish Water will make a planned visit to the Non-Household Customer's Premises on a date and time agreed with the Licensed Provider to physically inspect the Supply Point(s). The Licensed Provider may be present at the time of the planned visit.

Step 3

Where the Licensed Provider has requested the verification, Scottish Water shall notify the Licensed Provider of findings of the inspection within 10 Business Days of the Licensed Provider's request.

Step 4

Where Scottish Water has requested the verification, Scottish Water will notify the Licensed Provider of the findings of the inspection within 5 Business Days of the visit taking place.

Step 5

Scottish Water may recover its reasonable cost of the visit from the Licensed Provider in accordance with the Wholesale Charges Scheme.

Step 6

Where records of Supply Point(s) differ from the findings of the inspection, Scottish Water shall notify the Central Market Agency according to the relevant process for the nature of the change or within 2 Business Days of completion of the investigation.

APPENDIX

Part 1 Definitions and Acronyms

Any words or expressions used in the 2002 Act or the 2005 Act shall, unless the contrary intention appears, have the same meaning when used in this Operational Code.

TERM	DEFINITION
2002 Act	Means the Water Industry(Scotland) Act 2002;
2005 Act	Means the Water Services etc. (Scotland) Act 2005;
Accession Agreement	Means an agreement in the form set out in the Appendix (Part 4) whereby a potential Code Party accedes to the Framework Agreement;
Business Day	Means the period of 08:00 to 18:00 hours on any day other than a Saturday or Sunday or a bank holiday in Scotland under the Banking and Financial Dealings Act 1971;
Central Market Agency or CMA	Means any body established by or under any directions made by the Commission relating inter alia to the central market agency to exercise certain central market functions in relation to the participation of Licensed Providers in the provision of Water Services and Sewerage Services, the first such body being Central Market Agency Limited, a company limited by guarantee with registered number SC328635 and having its registered office at Enterprise House, Springkerse Business Park, Stirling, FK7 7UF;
Code Parties	Means Scottish Water and the Licensed Providers;
Commission	Means the body established under section 1 of the 2002 Act;
<u>Contribution Offer</u>	<u>Means the amount offered by Scottish Water to the Licensed Provider for the costs associated with works at a premises in order to install a meter at the relevant Supply Point;</u>
Developer	Means a property developer who requests a new connection to the Public Water Supply System or the Public Sewerage System in respect of a Supply Point (often in the planning stage);
DIA	Has the meaning given in Process 3 of this Code;
Dispute	Has the meaning given in Part 3 of the Appendix to this Code;
Disputing Party	Has the meaning given in Part 3 of the Appendix to this Code;
Effective Date	Means the Operational Code Effective Date defined in the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction);
Emergency	Has the meaning given in Process 21;
Emergency Plans	Means plans made, reviewed and implemented by Scottish Water under the Directions, to ensure the provision of essential Water and/ or Sewerage Services in the event of an Emergency;
Expert	Has the meaning given in Part 3 of the Appendix to this Code;
Expert Notification	Has the meaning given in Part 3 of the Appendix to this Code;
Foul Sewerage Services	Means making arrangements for:- (i) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises, through the Public Sewerage System where the sewage and/or the related water supply is Metered; or (ii) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises, through the Public Sewerage System, where both the sewage and the related water supply are Unmeasurable; or (iii) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises through the Public Sewerage System where the sewage and/or the related water supply is Measurable but is not Metered;
Framework Agreement	Means the agreement entered into among the Original Licensed Providers and Scottish Water on the Effective Date, in the form set out in the Appendix (Part 4);

TERM	DEFINITION
Law	Means any Act of Parliament or of the Scottish Parliament, any statutory instrument or other subordinate legislation of either parliament, any exercise of the Royal Prerogative, any enforceable community right within the meaning of section 2 of the European Communities Act 1972, any applicable guidance direction or determination with which a Code Party is bound to comply and any applicable judgement of a relevant court of law which creates binding precedent in Scotland and any Water Byelaw;
Licence	Means a Water Services Licence or a Sewerage Services Licence;
Licensed Provider	Means a Water Services provider or a Sewerage Services provider as those terms are defined in sections 6(2) and 6(4) of the 2005 Act respectively;
Licensed Provider ID	Means the unique identification number allocated or to be allocated to each Licensed Provider;
Market Code	Means the code designated as such by or under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction);
Measurable	Has the meaning set out in the Market Code;
Meter Reference Number	Means the unique identification number allocated or to be allocated to each meter;
Metered	Means any Water Services or Sewerage Services for which Usage is calculated from a metered source or a series of related metered sources;
Network	Means the physical assets of the Public Water Supply System and the Public Sewerage System, taken together;
Non-Household Customer	Means the occupier of any Eligible Premises;
Non-Household Customer's Premises.	Means Eligible Premises;
Non-Household Customer's Supply Point ID	Means the unique identification number allocated or to be allocated to each Supply Point;
Operational Code Objectives	Has the meaning set out in the Market Code;
Operational Code Principles	Has the meaning set out in the Market Code;
Original Licensed Provider	Means a party to the Framework Agreement as listed in the Schedule to the Framework Agreement;
Public Sewerage System	Means, any and all of the sewers (and junctions therewith), drains, SUD systems, sewage treatment works and other similar infrastructure which are (either or both): (a) vested in Scottish Water; or (b) used by Scottish Water (or a person acting on its behalf or under its authority) in connection with the exercise of Scottish Water's core functions as respects the provision of sewerage or the disposal of sewage;
<u>Reassessed Charges</u>	<u>Has the meaning set out in the Market Code;</u>
<u>Reassessment Request</u>	<u>Means the application made by a Licensed Provider to Scottish Water for the reassessment of a Supply Point;</u>
Related Dispute	Has the meaning given in Part 3 of the Appendix to this Code;
Related Procedure	Has the meaning given in Part 3 of the Appendix to this Code;
Scottish Water	Means the body established under Part 3 of the 2002 Act and any statutory successor to or assignee of such body;
Sensitive Customers	Has the meaning given under the section headed "Non-Household Customer Classification" in this Code;
Sewerage Services	Means all Foul Sewerage Services, Surface Water Drainage Services and Trade Effluent Services which are provided to any Eligible Premises;
Sewerage Services Licence	Means the licence granted under section 6(3) of the 2005 Act;
Standards	Means those standards contained in: (i) "Water for Scotland" and "Sewers for Scotland", the Water Research Council's policy, design and construction guide for developers in Scotland, as amended or replaced from time to time; (ii) the Terms and Conditions; (iii) Scottish Water's Trade Effluent control policy as amended from time to time and (iv) the Water Byelaws;

TERM	DEFINITION
Supply Point	means subject always to section 5.15 of the Market Code, in relation to any Eligible Premises, the point at which Water Services or Sewerage Services are provided and (to avoid doubt):- (a) any Eligible Premises that receives both Water Services and Sewerage Services shall have two Supply Points; and (b) any Eligible Premises that receives either Water Services or Sewerage Services only shall have one Supply Point;
Surface Water Drainage Services	means making arrangements for or in relation to drainage from or in relation to any Eligible Premises to the Public Sewerage System (comprising property and roads drainage as appropriate);
Terms and Conditions	Means the schedule of terms and conditions for the supply of water by meter or otherwise, produced by Scottish Water under section 55 of the Water (Scotland) Act 1980;
Trade Effluent	Has the meaning given in section 59(1) of the Sewerage (Scotland) Act 1968;
Trade Effluent Consent	Means a consent given by Scottish Water under section 26 of the Sewerage (Scotland) Act 1968;
Trade Effluent Services	Means making arrangements for or in relation to the provision of sewerage, or disposal of sewage, in respect of trade effluent discharged from any Eligible Premises; where the sewage and/or the related water supply is either Metered, Unmeasurable or Measurable but is not Metered;
Unmeasurable	Means any Water Services or Sewerage Services for which Scottish Water notifies the CMA that the supply is unmeasurable including any supply for which Scottish Water determines that meter installation is infeasible in accordance with Process 8 of this Operational Code;
Usage	Has the meaning set out in the Market Code;
Water Byelaws	Means the Byelaws created by Scottish Water under section .70 and confirmed by the Scottish Ministers under section 72 of the Water (Scotland) Act 1980, as amended from time to time;
Water Services	Means making arrangements for or in relation to (i) the supply of water through the Public Water Supply System where the supply is Metered; or (ii) the supply of water through the Public Water Supply System to a Supply Point where the supply is Unmeasurable; or (iii) the supply of water through the Public Water Supply System where the supply is Measurable but is not Metered.
Water Services Licence	Means a licence granted under section 6(1) of the 2005 Act;
Wholesale Charges Scheme	Means Scottish Water's charges scheme setting out its charges for Water Services and Sewerage Services approved by the Commission under Section 29A of the 2002 Act from time to time; and
Wholesale Services Agreement	Means any agreement entered into pursuant to section 16 of the 2005 Act.

Part 2

Application Forms

The part sets out the application forms referred to in the Operational Code.

Form A - Application to connect to the Public Water Supply System

Form B - Application for an Individual Premises Sewerage Connection

Form C - Application for New Water Mains/ Trunk Mains/Service Reservoir Connection

Form D - Application for a Sewerage Mains/ Trunk Sewer/Waste Water System Connection

Form E - Application for a Development Impact Assessment

Form F - Meter Service Request Form

Form G - Complaint Form

Form H - Application for a New or Modification to an Existing Consent to Discharge Trade Effluent to the Public Sewerage System

Form J - Application for a Water Connection for Building Work/Site Accommodation from a Licensed Provider

Form K – Verification of Supply Point(s) Request

[Form L – Reassessment Request Form](#)

**Application to Connect to the Public Water Supply System
For Use by Licensed Providers**

1. Licensed Provider Details:

Licensed Provider Name: _____ ID: _____

Licensed Provider's own Reference: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Premises to be Connected:

Please quote any Supply Point ID, or _____

other Scottish Water reference previously given to your site _____

Application Details:

Site details/premises to be connected

Postal address of new premises _____

Postcode(s): _____

Development Specification:

Are there new domestic premises associated with this development

Yes/No

Type of premises (please tick appropriate box)

- | | | | |
|--------------------|--------------------------|---------|--------------------------|
| Warehouse | <input type="checkbox"/> | Factory | <input type="checkbox"/> |
| Agriculture | <input type="checkbox"/> | Shop | <input type="checkbox"/> |
| Holiday Chalets | <input type="checkbox"/> | Hotel | <input type="checkbox"/> |
| Site Accommodation | <input type="checkbox"/> | Office | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | | |

If other, please specify: _____

Business Use (by SIC* code): _____

Standpipe for building purposes

Anticipated annual water consumption _____m³

Type of premises (please tick appropriate box)

New

Existing

Planning reference: _____

Date: _____

Local Authority Area: _____

Number of persons to be employed in the development and, where appropriate, the number of residents to be accommodated in the development, e.g., if a hotel:

Are there any contaminated land issues? (please tick appropriate box):

Yes

No

If yes, please indicate investigation measures adopted:

Additional information in support of the application:

* The United Kingdom Standard Industrial Classification of Economic Activities [UK SIC (92)]

3. Contractor Details:

The name of the plumbing contractor who will undertake your site works must be supplied.

Name of company: _____

Contact name (if company name entered above): _____

SNIPEF registration reference (if available): _____

Address: _____

Postcode: _____

Phone number: _____

Mobile phone number: _____

Fax number: _____

Email address: _____

4. Connection Details:

(Please also fill in Appendix A – Meter Size Data Assessment Sheet)

Anticipated date for water connection: _____

Size of connection required for business use:

25mm 32mm

63mm 90mm

Other

If other please specify: _____

Number of connections required: _____

Size of connection required for fire fighting element:

90mm Other

If other please specify: _____

Size of meter required:

15mm 30mm
20mm 40mm
25mm 50mm

If other please specify: _____

Purpose:

New supply Alteration
Extension Temporary Supply
Other

If other please specify: _____

5. Drawings/Calculations Provided with this Form:

Reference:

Title:

6. Building Water Supply:

_____ Number:

Flats / apartments: _____

Semi-detached houses: _____

Detached houses: _____

Traditional building work:

Non-traditional building work:

Modernisation/Rehabilitation:

Estimated cost of building works: £ _____

Value of ready mix concrete used in construction: £ _____

Is a new supply of public water required for building purposes? (please tick appropriate box)

Yes

No

Is it intended to use an existing public water supply? (please tick appropriate box)

Yes

No

If No to all of the above, please state source of water to be used for building purposes:

Proof is required that water is obtained legally and is fit for building purposes.

7. Special Requirements:

Please outline special needs requirements as appropriate:

8. Declaration:

I/We hereby make application to Scottish Water for a supply of water as detailed below.

I/We undertake to abide by the terms and conditions of current Scottish Water Byelaws on date of application.

I/We understand that any alterations made to this application must be declared to Scottish Water.

I/We have filled in all the relevant sections of this form. The details I/We have given with this application are accurate.

I/We have read and understood the supporting guidance notes.

I/We have enclosed all the necessary supporting documentation (tick the boxes below where appropriate).

Location plan

Drawings (where appropriate)

Calculations (where applicable)

Fire authority (where required)

Your details:

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

A. Appendix – Meter Size data sheet assessment:

Proposed number of meters: _____

Details of Supply	Meter 1	Meter 2	Meter 3	Meter 4
Size of any existing meters or "NEW" for new meters.:				
Any existing meter serial numbers:				

Details of Direct Supply from meter	Meter 1	Meter 2	Meter 3	Meter 4
Maximum flow-rate through each meter in (m ³ /hr):				
Diameter of incoming pipe into building/premises in (mm):				
Description of Fittings	<i>Number of Items</i>	<i>Number of Items</i>	<i>Number of Items</i>	<i>Number of Items</i>
No. of toilets and directly fed urinals:				
No. of wash basins at site:				
No. of mains fed showers:				
No. of mains fed bidets:				
No. of commercial sized dishwashers:				
No. of domestic sized dishwashers:				
No. of commercial size washing machines:				
No. of domestic size washing machines:				
No. of baths:				
No. of ½" taps (E.g. for hose pipes):				
No. of ¾" taps and ¾" direct process feeds:				
No. of 1" taps and direct process feeds:				
Swimming pool filling points:				

Number of fire hydrants fed by each meter:				
Number of fire hoses fed by each meter:				

Details of Indirect Supply from meter	Meter 1	Meter 2	Meter 3	Meter 4
15mm (Feeds to internal Storage Tanks)				
22mm(Feeds to internal Storage Tanks)				
25mm(Feeds to internal Storage Tanks)				
32mm(Feeds to internal Storage Tanks)				
42mm(Feeds to internal Storage Tanks)				

In the following year is the quantity of water required by the Premises is expected to:	Increase	<input type="checkbox"/>	Percentage Change
	Stay the Same	<input type="checkbox"/>	
	Decrease	<input type="checkbox"/>	
Is water used in this business for process / production activity?	Yes	<input type="checkbox"/>	
	No	<input type="checkbox"/>	
If Yes – please give details below:		Please give any other relevant information below	

Application for an Individual Premises Sewerage Connection

For Use by Licensed Providers

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Premises to be Connected:

Please quote any Supply Point ID, or _____

other Scottish Water reference previously given to your site _____

Application Details:

Site details/premises to be connected

Postal address of new premises _____

Postcode(s): _____

Development Specification:

Type of premises (please tick appropriate box)

- | | | | |
|--------------------|--------------------------|---------|--------------------------|
| Warehouse | <input type="checkbox"/> | Factory | <input type="checkbox"/> |
| Agriculture | <input type="checkbox"/> | Shop | <input type="checkbox"/> |
| Holiday Chalets | <input type="checkbox"/> | Hotel | <input type="checkbox"/> |
| Site Accommodation | <input type="checkbox"/> | Office | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | | |

If other, please specify: _____

Business Use (by SIC* code): _____

Type of premises (please tick appropriate box):

- | | |
|----------|--------------------------|
| New | <input type="checkbox"/> |
| Existing | <input type="checkbox"/> |

Planning reference: _____

Date: _____

Local Authority Area: _____

Number of persons to be employed in the development and, where appropriate, the number of residents to be accommodated in the development, e.g., if a hotel:

* The United Kingdom Standard Industrial Classification of Economic Activities [UK SIC (92)]

3. Contractor Details:

The name of the contactor who will undertake the work on site:

Name of contractor: _____

Contact name (if company name entered above): _____

Address: _____

Postcode: _____

Phone number: _____

Mobile phone number: _____

Fax number: _____

Email address: _____

4. Connection Details:

Anticipated date of public sewer connection: _____

Diameter of existing sewer: _____

Depth of existing sewer: _____

Type of discharge:

Domestic use only (e.g. office):

Trade (e.g. factory):

If Trade, please specify: _____

Type of connection proposed:

	Foul	Surface water	Combined
Number of connections:	_____	_____	_____
Diameter of connection:	_____	_____	_____
Type of connection (Manhole, Saddle, Branch, etc.)	_____	_____	_____

Anticipated annual water consumption from the site
in cubic metres m³

5. Drawings/Calculations Provided with this Form:

Reference:	Title:
_____	_____
_____	_____
_____	_____
_____	_____

6. Special Requirements:

Please outline special needs requirements as appropriate:

7. Declaration:

I/We hereby make application to Scottish Water to make a connection to the public waste water system.

I/We undertake to abide by the terms laid down in 'Sewers for Scotland' and on this form.

I/We understand that sewer construction work may not commence until formal approval is given by Scottish Water.

I/We understand that any alterations made to this application must be declared to Scottish Water.

I/We have filled in all the relevant sections of this form. The details I/We have given with this application are accurate.

I/We have read and understood the supporting guidance notes.

I/We have enclosed all the necessary supporting documentation (tick the boxes below where appropriate).

Drawings (all cases)

Calculations (where appropriate)

Your details

Signature: _____

Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

Application for New Water Mains/Trunk Mains/Service Reservoir Connection
For Use by Licensed Providers

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Site Details:

Main Details

Please quote any Scottish Water reference previously given to your site _____

Site or project name: _____

Site address: _____

Postcode(s): _____

Phone number: _____

Mobile phone number _____

Fax number: _____

Ordnance Survey ref (10 fig) _____

Are there any contaminated land issues relating to your site? (Tick appropriate box)

Yes

No

If yes, please indicate investigation measures adopted:

Additional Information in support of application:

Type of development

Number of Units

Commercial _____

Industrial _____

Area of Site (ha) _____

Planning Permission

Date detailed planning permission received _____

Local Authority Area: _____

Planning reference: _____

Phasing information for installation of water main *(please show extent of each phase on the site plan)*

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date water mains being installed _____

Anticipated date for first occupation _____

3. Health and Safety Details:

Client Details:

Name: _____

Phone Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

Planning Supervisor:

Name: _____

Phone Number: _____

Fax Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

Principal Contractor:

Name: _____

Phone Number: _____

Fax Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

4. Drawings/Calculations with this Application:

Reference _____	Title: _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. Construction:

Self-lay Contractor

Name of company: _____

Contact name (if company name entered above): _____

Address: _____

Postcode: _____

Phone number: _____

Mobile phone number: _____

Fax number: _____

Email address: _____

6. Additional Information:

Intended use of water (please tick appropriate box)

Domestic purposes What will the daily consumption be? _____ (litres)

Non-domestic purposes How many fires supplies do you need? _____

A mixture of both

Please indicate the number of staff/residents associated with your development? _____

7. Special Requirements:

Please outline special needs requirements as appropriate:

8. Declaration:

I/We hereby make application to for the provision of water to serve the above development.

I/We undertake to abide by the terms and conditions laid down in 'Water for Scotland 2'

I/We understand that construction work may not commence until formal approval is given by Scottish Water.

I/We understand that any alterations made to this application must be declared to Scottish Water.

I/We have filled in all the relevant sections of this form. The details I/we have given with this application are accurate.

I/We have read and understood the supporting guidance notes.

I/We have enclosed all the necessary supporting documentation (tick the boxes below where appropriate).

- Drawings (all cases)
- Calculations (where applicable)
- Fire authority approval (all cases)
- Risk based assessment in support of material choice (all cases)

Your details:

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

Form D

**Application for a Sewerage Mains/Trunk Sewer/Waste Water System Connection
For Use by Licensed Providers**

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Site Details:

Main Details

Please quote any Scottish Water reference previously given to your site _____

Site or project name: _____

Site address: _____

Postcode(s): _____

Phone number: _____

Mobile phone number _____

Fax number: _____

Ordnance Survey ref (10 fig) _____

Are there any contaminated land issues relating to your site?

Yes

No

If yes, please indicate investigation measures adopted:

Additional information in support of application:

Type of development

Number of Units

Commercial _____

Industrial _____

Area of Site (ha) _____

Planning Permission

Date detailed planning permission received _____

Local Authority Area: _____

Planning reference: _____

Phasing information for installation of waste water infrastructure

(please show extent of each phase on the site plan)

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

Phase

Total number of plots _____

Plot numbers _____

Date works due to start _____

Date sewer being installed _____

Anticipated date for first occupation _____

3. Health and Safety Details:

Client Details:

Name: _____

Phone Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

Planning Supervisor:

Name: _____

Phone Number: _____

Fax Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

Principal Contractor:

Name: _____

Phone Number: _____

Fax Number: _____

Mobile Phone Number _____

Address: _____

Postcode: _____

4. Drawings/Calculations with this Application:

Reference _____	Title: _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. Construction:

Contractor

Name of company: _____

Contact name (if company name entered above): _____

Address: _____

Postcode: _____

Phone number: _____

Mobile phone number: _____

Fax number: _____

Email address: _____

6. Additional Information:

What is the expected trade to be carried out on the premises?

(Please detail for each plot. If you require additional space please use an extra sheet)

Please provide the expected volume of water in cubic metres (m³)

to be used on this development per year? _____ (m³)

7. Special Requirements:

Please outline special needs requirements as appropriate:

8. Declaration:

I/We hereby make application to Scottish Water for the provision of waste water infrastructure to serve the above development.

I/We undertake to abide by the terms and conditions laid down in "Sewers for Scotland 2".

I/We understand that sewer construction work may not commence until formal approval is given by Scottish Water.

I/We understand that any alterations made to this application must be declared to Scottish Water.

I/We have filled in all the relevant sections of this form. The details I/We have given with this application are accurate.

I/We have read and understood the supporting guidance notes.

I/We have enclosed all the necessary supporting documentation (tick the boxes below where appropriate).

- Drawings (all cases)
- Calculations (where applicable)

Your details:

Signature: _____

Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

**Application for a Development Impact Assessment
For Use by Licensed Providers**

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Development Details:

Please indicate type of development

Industrial

Commercial

School

Hospital

Hotel

Other

If other, please state type of development: _____

Number of units

Commercial _____

Industrial _____

Area of Site (ha) _____

Please advise start date of development: _____

Please quote any Scottish Water reference previously given to your site _____

Site or project name: _____

Site address: _____

Ordnance Survey ref (10 fig) _____

Location of development: _____

3. Planning Information

In which local authority area
will the development take place? _____

- (i) Is the development included in the current local plan? Yes No
(please tick appropriate box)
- (ii) Has outline planning permission been granted? Yes No
- (iii) Has detailed planning permission been granted? Yes No
- (iv) If relevant, date detailed planning permission received _____
- (v) If either outline or detailed planning permission received
please provide your planning reference number. _____

4. Site Servicing Details

The following information is used to assess the impact of your development on Scottish Water's existing assets.

Please complete the additional fields marked with an asterisk (*) if the site is a brownfield development.

*Date previous building was last occupied: -----

4.1 Water Details

*Pre-development water demand _____ litres / second
Post-development water demand _____ litres / second
Proposed highest water fitting on site (to ordnance datum) _____ metres

4.2 Waste Water Details

*Pre-development waste water design: (please tick one of the following boxes)

- *Totally separate foul and surface water
- *Combined
- *Partially combined

If partially combined or combined, please indicate quantity
of surface water draining to combined system _____ litres
/ second

Post-development foul flows _____ litres / second
Post-development surface water flows _____ litres / second
Pre-development foul flows _____ litres / second
Pre-development surface water flows _____ litres / second

Please provide plans and calculations to support the information in this section.

4.3 Post-Development Design (please tick appropriate boxes)

Totally separate foul and surface water

Do you propose to utilise a sustainable urban drainage system (SUDS)?

Totally separate surface water on site draining to combined sewer via attenuation?

What is the lowest ground level on site (to ordnance datum)? _____ metres

What is the lowest road level on site (to ordnance datum)? _____ metres

What is the lowest floor level on site (to ordnance datum)? _____ metres

4.5 Receiving water courses

Where is the surface water discharging?

If your site is identified as being constrained, please tick the box to indicate if you wish to receive a quotation for the necessary investigation work?

Yes No

5. Special Requirements

Please outline special needs requirements as appropriate

6. Declaration

I / We understand that any alteration made to this application must be declared to Scottish Water

I / We have filled in all the relevant sections of this form. The details I / we have given with this application are accurate.

I / We have read and understood the supporting guidance notes.

I / We have enclosed all the necessary supporting documentation (tick appropriate boxes below).

Location plan

Drawings (if available)

Calculations (where applicable)

7. Your details

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

Meter Service Request Form
For Use by Licensed Providers

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Premises Details:

Supply Point ID _____

3. Meter Service Requested

Please tick as required and provide reason for the request:

	Service Requested	Reason for Request
<input type="checkbox"/>	Meter accuracy test	
<input type="checkbox"/>	Meter repair	
<input type="checkbox"/>	First Meter Installation	
<input type="checkbox"/>	Change of Meter	

3.1 Services at metered premises:

Meter type: _____

Meter make: _____

Meter size: _____

Meter serial number(s): _____

Meter pit number: _____

Meter location: _____

3.2 First or new meter installation:

(Please also fill in the Appendix A – Meter Size Data Assessment Sheet)

Size of connection required for business use:

- | | | | |
|-------|--------------------------|------|--------------------------|
| 25mm | <input type="checkbox"/> | 32mm | <input type="checkbox"/> |
| 63mm | <input type="checkbox"/> | 90mm | <input type="checkbox"/> |
| Other | <input type="checkbox"/> | | |

If other please specify: _____

4. Special Requirements:

Please outline special needs requirements as appropriate:

5. Your Details:

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

A. Appendix – Meter Size data sheet assessment:

Proposed number of meters: _____

Details of Supply	Meter 1	Meter 2	Meter 3	Meter 4
Size of any existing meters or "NEW" for new meters.:				
Any existing meter serial numbers:				

Details of Direct Supply	Meter 1	Meter 2	Meter 3	Meter 4
Maximum flow-rate through each meter in (m ³ /hr):				
Diameter of incoming pipe into building/premises in (mm):				
Description of Fittings (See Note 2)	<i>Number of Items</i>	<i>Number of Items</i>	<i>Number of Items</i>	<i>Number of Items</i>
No. of toilets and directly fed urinals:				
No. of wash basins at site:				
No. of mains fed showers:				
No. of mains fed bidets:				
No. of commercial sized dishwashers:				
No. of domestic sized dishwashers:				
No. of commercial size washing machines:				
No. of domestic size washing machines:				
No. of baths:				
No. of ½" taps (E.g. for hose pipes):				
No. of ¾" taps and ¾" direct process feeds:				
No. of 1" taps and direct process feeds:				
Swimming pool filling points:				

Number of fire hydrants fed by each meter:				
Number of fire hoses fed by each meter:				

Details of Indirect Supply (See Note 3)	Meter 1	Meter 2	Meter 3	Meter 4
15mm (Feeds to internal Storage Tanks)				
22mm(Feeds to internal Storage Tanks)				
25mm(Feeds to internal Storage Tanks)				
32mm(Feeds to internal Storage Tanks)				
42mm(Feeds to internal Storage Tanks)				

See Note 4 In the following year the quantity of water required by the Premises is expected to; -						
Increase by:		<size %>	Decrease by:	<size %>	Stay the same:	<yes> or <no>
See Note 5	Is water used in this business for process / production activity?	Yes:			No:	
		Give details:	<free text>	Any other relevant information:	<free text>	

Complaint Form
For Use by Licensed Providers

1. Licensed Provider Details:

Name of Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Complaint Details:

Nature of complaint: _____

Complaint Reference no.(s): _____

Full name (in capitals): _____

Role in the company or job title: _____

Trade Effluent Notice
Application for a New or Modification to an Existing Consent to Discharge
Trade Effluent to the Public Sewerage System
(in accordance with the Sewerage (Scotland) Act 1968)

1. Licensed Provider Details:

Name of Licensed Provider _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Details of Occupier or Prospective Occupier

Please quote any Supply Point ID _____
given to your premises

2.1 Trade Premises Address (to which Consent Notice applies)

Company name: _____

Address of premises _____

Postcode: _____

Phone number: _____

Fax number: _____

E-mail address: _____

Contact name: _____

After hours contact:

Name: _____

Phone number: _____

Registered office address (if different from Trade Premises Address)

Company name: _____

Company address: _____

Postcode: _____

Phone number: _____

Fax number: _____

Company registration no: _____

2.2 Details of site owner (if different from Trade Premises Address)

Name: _____

Address: _____

Phone number: _____

3. Type of Application

This application relates to:

- a) Proposed discharge for which no consent exists
- b) Modification to an existing consent
- c) Renewal of existing consent
- d) Change of occupier
- e) Discontinuation of Trade Effluent Services
- f) Termination of consent

4. Trade Effluent Description

Trade conducted at the premises: _____

Describe in detail the processes from
which the Trade Effluent arises

Effluent treatment to be given at site:
(e.g. Oil separation, Balancing,
pH correction, Chemical or
Biological treatment

Nature, composition and temperature
of Trade Effluent draining to
public sewer:

Chemicals stored on site:
(list on a separate sheet if necessary)

Maximum quantity to be discharged
(m³ per 24 hours)

Maximum rate of discharge
(litres per second)

Period(s) of discharge
(normal working hours during day)

Method of measuring discharge flow _____
(please indicate if there is a flow meter
and give details of type, make and
model if appropriate) _____

Proposed starting date for discharge _____
(or approximate starting date for
an existing discharge)

5. Drawings

Please enclose drainage drawings showing point of entry into public sewer, appropriately coloured as follows:

Red – Public sewer Blue – Surface water
Green – Trade Effluent Brown – Domestic waste

6. Water consumption

Average water consumption (*m³ per day*) _____

Average consumption from sources other _____
than public supply (e.g. borehole, river,
sea etc.) (*m³ per day*)

Average number of days worked per week _____
and weeks per year

Any regular or seasonal closure _____

Number of full time equivalent employees _____
working at the premises.

Number of shifts worked per day _____

7. Water Loss

Estimated water used on site and not discharged to sewer –
e.g., ice making or water used in products such as soft drinks

(i) by evaporation _____ (*m³ per day*)

(ii) in product _____ (*m³ per day*)

(iii) other:

Volume lost: _____ (*m³ per day*)

and specify how lost: _____

8. Declaration by the Occupier or Prospective Occupier

The occupier/prospective occupier must complete and sign this Section for Application types (a) to (d) and (f) – see Section 3

I believe the information given above is true and accurate.

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

9. Declaration by the Licensed Provider:

The Licensed Provider must complete and sign this Section for Application types (b) to (f) and for Application type (a) when applying on behalf of the occupier or prospective occupier – see Section

3.

I believe the information given above is true and accurate.

Signature: _____ Date: _____

Full name (in capitals): _____

Form J

**Application for a Water Connection for Building Work/Site Accommodation from a
Licensed Provider
Water and/or Wastewater for Building Work/Site Accommodation for Commercial
House Building and Business and Industrial Developments**

1- Notes on provision of water for Building Work purposes

Charge for water used on building work will be charged in accordance with the Scottish Water Wholesale Charges Scheme.

Where the site is already provided with a meter, water for Building Work purposes may be charged at metered water rates in accordance with the Scottish Water Wholesale Charges Scheme. Where there is no existing meter on the site, the appropriate unmeasured charge in the Scottish Water Wholesale Charges Scheme will apply.

Where a temporary communication pipe is installed solely for a supply for Building Work and is not required to be a permanent supply, the cost of removing the pipe, valve, branch and any other fittings and of restoring the surface of the road and any other necessary work will be charged to the customer.

2- Licensed Provider Information

Licensed Provider's Request Reference

Licensed Provider Name and ID ID:

Contact Name

Position in Company.....

Preferred contact method email / telephone

Contact Telephone Number

Contact e-mail

3 - Site where water for Building Work is required

Please supply one or more of three location methods listed below

- Postal Address (if available, or site address)
- Ordnance Survey Grid Reference
- GIS Easting and Northing (x, y, coordinates)

.....

.....

.....

Scottish Water Quotation Reference number associated with this development.

.....

4 – Please advise of the types of temporary connections that you require

Building Water: YES / NO *(Delete as appropriate)*

Site Accommodation: YES / NO *(If YES, please specify required services below)*

Water Only: Wastewater Only: Both:

5 - Water Source Information

Are you intending to use an existing supply - answer Yes / No

If you intend to use an existing supply please detail where and what the supply is and if you are intending to use a standpipe, please provide your Scottish Water Standpipe reference number.

.....

.....

If you are not intending to use an existing supply, is a temporary connection required?

- If yes, please provide a location plan, design drawings, etc.
- If no, please explain how you intend to obtain building water.

.....

.....

9 – Declaration

	Please initial each statement
We hereby make application to Scottish Water for a supply of Building Water and/or Site Accommodation as detailed above; the details given are correct.	
We understand that any alterations made to this application must be declared to Scottish Water.	
We undertake to abide by the terms and conditions of current Scottish Water Byelaws on date of application.	
We have read and understood the supporting guidance notes.	
We have enclosed all the necessary documentation: Site Location Plan, External Layout/Design Proposal Calculation (where applicable)	

Signed on behalf of the Licensed Provider noted in Part 2 of this form

Name Date

=====

SW Use only	SW Reference Number
Date received	Date connection offer sent
Date notification received from Licensed Provider that connection is required	
Byelaws inspection needed Y/N if Y then date inspected and result	
Date connected	Date Billed
Disconnected or changed to permanent connection disconnect / permanent Date:	

Form K

Verification of Supply Point(s) Request

For Use by Licensed Providers

1. Licensed Provider Details:

Licensed Provider _____

Licensed Provider's own Reference: _____

Licensed Provider ID: _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Premises Details:

Supply Point ID (SPID): _____

Address of premises: _____

Postcode: _____

Contact name at premises: _____

Contact number: _____

3. Supply Points to be Verified:

3.1 Services to be verified:

Please indicate all services provided at the premises:

Water Connection: Roads Drainage:

Sewerage Connection: Property Drainage:

Services to Caravans: Metered Water:

Troughs and Drinking Bowl Connections: Metered Sewerage:

Outside Taps: Other:

if other, please specify: _____

Please indicate all services required to be verified:

- | | | | |
|--|--------------------------|--------------------|--------------------------|
| Water Connection: | <input type="checkbox"/> | Roads Drainage: | <input type="checkbox"/> |
| Sewerage Connection: | <input type="checkbox"/> | Property Drainage: | <input type="checkbox"/> |
| Services to Caravans: | <input type="checkbox"/> | Metered Water: | <input type="checkbox"/> |
| Troughs and Drinking Bowl Connections: | <input type="checkbox"/> | Metered Sewerage: | <input type="checkbox"/> |
| Outside Taps: | <input type="checkbox"/> | Other: | <input type="checkbox"/> |

if other, please specify: _____

3.2 Services at metered premises:

For verification of meter details, please provide any meter details that you have on your records:

Meter type: _____

Meter make: _____

Meter size: _____

Meter serial number(s): _____

Meter pit number(s): _____

Meter location: _____

x,y coordinates: _____

3.3 Reasons for request:

Please provide the reason(s) for the request or any information to assist the query (i.e. why services are thought to differ from records held):

4. Additional Information:

Please provide any additional information where appropriate:

5. Consent to Contact Non-Household Customer:

Scottish Water may wish to contact the Non-Household Customer to arrange a visit to the premises. In such circumstances Scottish Water will inform the Licensed Provider of the arrangements prior to any visit. Please indicate whether you give consent for Scottish Water to contact the Non-Household Customer directly to arrange a visit to the premises?

Yes:

No:

6. Your Details:

Signature: _____ Date: _____

Full name (in capitals): _____

Role in the company or job title: _____

Reassessment Request Form

For Use by Licensed Providers

1. Licensed Provider Details:

Licensed Provider: _____

Licensed Provider ID _____

Licensed Provider's own Reference _____

Contact name: _____

Contact number: _____

Contact e-mail: _____

2. Supply Point Details:

Please note: one Reassessment Request Form should be completed **per Supply Point.** Properties with a single Supply Point ID and multiple tenancies should include details of all tenants on one Reassessment Request Form.

Supply Point ID (SPID): _____

Address of Supply Point: _____

Postcode: _____

*Contact name at site (if available): _____

*Contact number at site (if available): _____

Hours of Business worked at site: _____

Reason for submission of Reassessment Request Form:

Request by Scottish Water Request by Licensed Provider

Change of use/tenancy Change of Licensed Provider

Periodic review Resubmission of Form

*Date of last request (if known): _____

3. Domestic Water Use at Supply Point

3.1 Employees

Please specify how many people are working at the Supply Point:

No. Full Time: _____ No. Part Time: _____ No. Seasonal: _____

Average Annual Full Time Equivalent¹: _____

Footnote ¹

Full Time Equivalent - A full time employee is expected to work 1800 hours per annum (8 hours per day, 5 days per week, 52 weeks per year with 35 days leave). The number of full time equivalent employees should therefore be calculated as follows:

$$\text{Average Annual Full-Time Equivalent} = \frac{\text{Total hours worked per annum for all employees at Supply Point}}{1800}$$

All fields on the form are mandatory unless otherwise indicated *

3.2 Water Use

Please specify which of the following domestic water facilities are used at the Supply Point:

Toilets and Wash Hand Basins Staff Showers Staff Canteen

4. Non-domestic Water Use

Non-domestic water use at a Supply Point includes any use not detailed above in 3.2. Examples of non-domestic water use include but are not limited to; dishwashers and sinks to support hotels, guest houses, restaurants, cafés or public houses; sinks for food preparation within bakeries and butcher shops; washing machines in laundrettes; specialist water-using equipment in dental surgeries or medical practices; vehicle washing facilities.

Is water used for any other than canteen or employee toilet or shower facilities? Y/N

If yes, please specify nature of use:

Is there a Trade Effluent consent associated with this Supply Point? Y/N

5. Licensed Provider Confirmation

We hereby acknowledge that on submission of this Reassessment Request Form, if achievable, Scottish Water will in the first instance seek to install a water meter under its meter installation programme. If a water meter cannot be fitted under the meter installation programme, a Contribution Offer will then be made by Scottish Water. If the Contribution Offer is not accepted a Re-assessment proposal will be made by Scottish Water, in accordance with the reassessment process for unmetered supply points. We also acknowledge that the Supply Point referenced on the form, on completion of the application process, will not be able to continue on or later revert to assessed charges (whereby the assessed meter size and annual volume are allocated according to the rateable value of the Supply Point).

Name:

Job Title: _____

Signature: _____

Date: _____

Part 3

Dispute Resolution

1. Disputes

Subject to any contrary provision of:

- the 2005 Act;
- any Licence or
- the rights, powers, duties or obligations of the Commission or the Scottish Ministers under the 2005 Act, any licence or otherwise howsoever.

Any dispute or difference between Code Parties of whatever nature howsoever arising under, out of or in connection with the Operational Code excluding any dispute relating to costs or charges (a "**Dispute**") will be resolved in accordance with this section.

A Code Party involved in a Dispute is referred to as a "Disputing Party".

2. Initial Discussion

Where a Dispute arises, a representative of each of the Disputing Parties concerned who has authority to resolve the Dispute will meet (or, if so agreed, speak by telephone) within 10 Business Days of a request by a Disputing Party (or within such longer period as may be agreed, acting reasonably) and seek to resolve it.

3. If the Disputing Parties are unable to resolve it within 10 Business Days of the meeting (or telephone communication) or within such longer period as may be agreed, acting reasonably, then a Disputing Party or Parties may require that the Dispute be referred to a person with appropriate qualifications and experience to resolve a Dispute (the "**Expert**") for determination in accordance with paragraph 4.

4. Reference to the Expert

4.1 Appointment of the Expert

4.1.1 The Disputing Party or Parties wishing to refer a Dispute to an Expert for determination under paragraph 3 shall provide the other Disputing Party or Parties (and where it is not a Disputing Party the CMA) with: (i) notice of its intention to refer the Dispute to an Expert and (ii) notice of a proposed Expert. The Disputing Parties shall endeavour within five Business Days of such notice to agree upon the selection of an Expert and may meet for this purpose. In the event of failure to reach such agreement, the Expert shall be appointed by the Commission on the application of a Disputing Party.

4.1.2 On selection of a suitable Expert under paragraph 4.1.1, the Disputing Party which instigated the referral shall forthwith provide the Expert with an "Expert Notification".

4.1.3 An Expert Notification shall include the following:

- (a) the names of the Disputing Parties and a summary of the Dispute (the terms of such summary to be agreed by the Disputing Parties);
- (b) a request that the Expert confirm within five Business Days whether or not he or she is willing and able to accept the appointment;
- (c) a request for certification of the Expert's scale of fees and expenses;
- (d) a statement that the Expert's fees and expenses will be paid as provided in paragraph 4.4;
- (e) a statement that the information disclosed in the Expert Notification (and any information subsequently disclosed to the Expert relating to the Dispute) is confidential and should be treated as if the Expert were a party and that it should not be disclosed, copied or revealed whether the appointment is accepted or not;

- (f) a copy of this paragraph 4 and a request for confirmation that the Expert is able and willing to act in accordance with the procedure set out herein; and
- (g) a request for confirmation that the Expert does not hold any interest or duty which would or potentially would conflict with the performance of his or her duties under his or her contract with the Disputing Parties, and that he or she will inform the Disputing Parties immediately in the event of any such conflict arising.

4.2 Determination by the Expert

- 4.2.1 Where a Dispute has been referred to an Expert by a Disputing Party, all the Disputing Parties shall promptly provide to the Expert all information reasonably requested by such Expert relating to the Dispute.
- 4.2.2 The CMA may be asked to provide all reasonable assistance to any Expert appointed under this paragraph 4 in order to seek to resolve a Dispute.
- 4.2.3 The Expert shall be required by the Disputing Parties to use all reasonable endeavours to render his or her determination, with full reasons, within twenty five Business Days following his or her receipt of the information requested, or if this is not possible as soon thereafter as may be reasonably practicable, and the Disputing Parties shall co-operate fully with the Expert to achieve this objective.
- 4.2.4 The Expert shall determine any Dispute referred to him or her as an Expert and not as an arbiter or mediator.
- 4.2.5 The Expert shall determine any Dispute referred to him or her in accordance with the provisions of this Operational Code to which the Dispute relates and shall in making such determination have regard to the Operational Code Principles and Operational Code Objectives.

4.3 Effect of Expert Determination

- 4.3.1 The determination of the Expert shall be final and binding upon the Disputing Parties.
- 4.3.2 No party shall commence proceedings in respect of or refer to any court any finding by the Expert, whether made at any time after his or her appointment or in his or her determination, as to the Dispute or the construction of or otherwise in respect of the Operational Code.

4.4 Costs

- 4.4.1 The Expert shall provide the parties with a breakdown of:-
 - (a) his or her fees; and
 - (b) his or her reasonable expenses, including without limitation to the generality of the foregoing, the fees of and reasonable expenses incurred by any technical or professional advisers.
- 4.4.2 The Disputing Parties shall share equally the fees and expenses of the Expert unless the Expert directs that they should be borne by the Disputing Parties in some other proportion. In the event that the Expert determines that one or more of the Disputing Parties ("Party A") is liable to pay a sum to another of the parties of the Dispute ("Party B"), including, but not limited to, fees and expenses, Party A will, subject to whatever the Expert's determination may state, pay to Party B an amount equal to such sum together with interest thereon from such date as the Expert's determination may specify. Such interest will accrue from day to day at the rate of 4% over the published base-lending rate from time to time of the Bank of Scotland.

5. Conjoined Disputes

- 5.1 If a Dispute arising under, out of or in connection with this Operational Code which the Disputing Parties agree relates to a dispute or difference under the Market Code or a dispute or difference under the Wholesale Services Agreement ("Related Dispute") and where the Related Dispute has been referred to an expert for determination (the "Related Procedure") any Disputing Party shall, or procure that any party to the Market Code or any party to the Wholesale Services Agreement (as appropriate) shall, as soon as practicable, give to the expert the following information:
 - 5.1.1 a copy of the Market Code and/or the Wholesale Services Agreement (as appropriate);
 - 5.1.2 the basis and grounds for consolidation of the Dispute hereunder and any Related Dispute;
 - 5.1.3 the cases of the parties to the Related Dispute; and
 - 5.1.4 any relief sought by the parties to the Related Dispute.
- 5.2 On receiving the information set out above and within ten days of the referral of the Dispute to the Expert in accordance with paragraph 4 the Expert may, at the request of all of the Parties to all of the Related Disputes immediately order consolidation of the Dispute and the Related Dispute and shall in such circumstances have the authority and power referred to in paragraph 5.3 below.
- 5.3 The Expert shall have the authority and power to direct that all matters arising in both the Dispute and the Related Dispute are consolidated in whatever manner the Expert determines and the Disputing Parties shall thereafter abide by and implement such consolidation and any such direction.
- 5.4 In the event that the Dispute is consolidated with the Related Dispute the Expert shall reach a decision on and the Disputing Parties shall attempt to resolve the Dispute and the Related Dispute at the same time.

Part 4

Framework and Accession Agreements

This part sets out the following agreements referred to in the Operational Code:

- Operational Code Framework Agreement;
- Operational Code Accession Agreement.

OPERATIONAL CODE FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between **the persons** whose names and principal offices are set out in the Schedule hereto.

WHEREAS

- (A) Pursuant to a condition of every Licence granted pursuant to section 6 of the Water Services Etc. (Scotland) Act 2005 (the "Act"), SWBS and any other holder of each such licence is required to be a party to the Operational Code Framework Agreement (being an agreement, in the form approved by the Commission, by which the Operational Code is made binding between the parties to that agreement) and to comply with the Operational Code;
- (B) Pursuant to a condition of the directions issued to Scottish Water under Section 11(2) of the Act, Scottish Water is required to be a party to the Operational Code Framework Agreement and to comply with the Operational Code; and
- (C) The Parties are entering into this Agreement for the purpose of giving effect to and binding themselves by the Operational Code.

NOW IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement the following words and expressions shall, except where otherwise expressly stated, have the following meanings:

"Accession Agreement" means the agreement entered into from time to time between an Applicant, who intends to be bound by the terms of this Agreement, and Scottish Water;

"Agreement" means this Agreement including the recitals and schedule annexed hereto;

"Applicant" has the meaning provided for in the Accession Agreement;

"Authorised Person"	means a person authorised by all of the Parties to sign on behalf of each such Party any Accession Agreement whereby an Applicant is admitted as a new Party;
"Commission"	means the body established under section 1 of the Water Industry (Scotland) Act 2002;
"Discontinuance Date"	means the date, when a Discontinuing Party will cease to be a Party to this Agreement;
"Discontinuing Party"	means a Party to this Agreement who will cease to be a Party to this Agreement with effect from the Discontinuance Date;
"Effective Date"	means: <ul style="list-style-type: none"> (i) with respect to each of the Original Parties, the date of this Agreement; and (ii) with respect to any Applicant who is admitted as a New Party and (as respects such Applicant) the other Parties, the date of the relevant Accession Agreement;
"Licence"	means the Water Services Licence [and/or the Sewerage Services Licence] granted pursuant to section 6(1) [and 6(3) respectively] of the Act, as modified from time to time;
"Operational Code"	means the code to be adhered to by Scottish Water in terms of the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction), and to be adhered to by the Licensee in accordance with the

	standard conditions of their Licence;
"Original Parties"	means the persons whose names are set out in the Schedule hereto;
"Party"	means, subject as provided in paragraph 4, any of the Original Parties or any new Party;
"Scottish Water"	means the body established under Part 3 of the Water Industry (Scotland) Act 2002; and
"SWBS"	means Scottish Water Business Stream Limited, a limited liability company with registered number SC294924 and having its registered office at Castle House, 6 Castle Drive, Dunfermline, KY11 8GG.

- 1.2 There is annexed to this Agreement a schedule which shall be construed as one with this Agreement and references in this Agreement and in the schedule to "this Agreement" shall be construed as including references to the said schedule.

2. Commencement

It shall be a suspensive condition of the commencement of this Agreement in respect of a Party that the Licence granted to a Party has not been the subject of any successful appeal notified within 14 days of the date of the Licence grant.

3. New Parties

- 3.1 An Applicant may be admitted as a new Party to the Operational Code by execution of an Accession Agreement signed by such Applicant and an Authorised Person.
- 3.2 Upon execution of an Accession Agreement in accordance with paragraph 3.1, the Applicant shall become a Party.
- 3.3 Scottish Water shall be the "Authorised Person" for the purposes of and as defined in this Agreement and shall promptly execute any Accession Agreement required in accordance with this Agreement.

4. Discontinuing Parties

A Party which becomes a Discontinuing Party shall with effect from the Discontinuance Date cease to be a Party, but without prejudice to any provision of the Operational Code

as to the continuance in force of any of its provisions as respects, or any rights, obligations and liabilities of, any such Party or (as respects such Party) any other Party.

5. Operational Code

5.1 The Operational Code is hereby given effect between and made binding upon each Party with effect from the Effective Date.

5.2 With effect from the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to the Operational Code.

6. Severance

In the event of any provision (or part of any provision) of this Agreement being or becoming void, illegal or unenforceable in any respect under the law of any jurisdiction in which this Agreement is effective, the validity, legality and enforceability in that jurisdiction of the remainder of that provision (where appropriate) and of all other provisions of this Agreement shall not be in any way affected or impaired thereby.

7. Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland.

7.2 Each of the Parties hereby submits to the exclusive jurisdiction of the Courts of Scotland.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding [four] pages, together with the Schedule annexed hereto, is executed as follows:

Subscribed for and on behalf of **Scottish Water**

by.....

a Director/the Secretary/Authorised Signatory at

.....

on the day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness.....

Full Name

Address

.....

Occupation:

Subscribed for and on behalf of **[Insert name of Original Party]**

by.....

a Director/the Secretary/Authorised Signatory at

.....

on the day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness.....

Full Name

Address

.....

Occupation:

Schedule

**This is the schedule referred to in the
foregoing agreement between the Original Parties**

Scottish Water

[insert Scottish Water address]

Licensed Providers

SWBS

[insert SWBS address]

Others

[Insert]

OPERATIONAL CODE ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made

BETWEEN:

- (1) Scottish Water on its own behalf and on behalf of all the other parties to the Operational Code Framework Agreement (the "**Authorised Person**"); and
- (2) [*Insert name of person wishing to be admitted to the Operational Code*] (the "**Applicant**") whose principal office is at [*insert address*].

WHEREAS:

- (A) By the Operational Code Framework Agreement dated [*insert date*] made between the Original Parties named therein and as now in force between the Parties by virtue of any Accession Agreement entered into by any new Party before the date of this Accession Agreement (the "**Framework Agreement**"), the Parties agreed to give effect to and be bound by the Operational Code; and
- (B) The Applicant wishes to be admitted as a Party to the Operational Code.

NOW IT IS AGREED as follows:

1. In this Accession Agreement, words and expression defined in or for the purposes of the Framework Agreement (and not otherwise defined in this Accession Agreement) shall have the meaning given in the Framework Agreement.
2. The Authorised Person (acting on its own behalf and on behalf of each of the other Parties) hereby admits the Applicant as an additional Party under the Framework Agreement with effect from the date of this Accession Agreement ("Accession Date").
3. The Applicant hereby accepts its admission as a Party and undertakes with the Authorised Person (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from Accession Date.
4. It shall be a suspensive condition of the commencement of this Agreement that the Licence granted to an Applicant has not been the subject of any successful appeal notified within 14 days of the date of the Licence grant.

5. For all purposes in connection with the Framework Agreement the Applicant shall as from the Accession Date be treated as if it has been a signatory of the Framework Agreement from the Accession Date, and as if this Accession Agreement were part of the Framework Agreement from the Accession Date, and the rights and obligations of the Parties shall be construed accordingly.
6. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.
7. In the event of any provision (or part of any provision) of this Agreement being or becoming void, illegal or unenforceable in any respect under the law of any jurisdiction in which this Agreement is effective, the validity, legality and enforceability in that jurisdiction of the remainder of that provision (where appropriate) and of all other provisions of this Agreement shall not be in any way affected or impaired thereby.
8. This Accession Agreement shall be governed by and construed in accordance with the laws of Scotland. Each of the parties hereby submits to the exclusive jurisdiction of the Courts of Scotland.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding [page], is executed as follows:

Subscribed for and on behalf of **Scottish Water**

by.....

a Director/the Secretary/Authorised Signatory at

.....

on the day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness.....

Full Name

Address

.....

Occupation:

Subscribed for and on behalf of **[insert name of Applicant]**

by.....

a Director/the Secretary/Authorised Signatory at

.....

on the day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness.....

Full Name

Address

.....

Occupation: