

**DATED** \_\_\_\_\_ **2024**

(1) **COMPANY**

- and -

(2) **SOUTHERN WATER SERVICES LIMITED**

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**BULK DISCHARGE AGREEMENT**

**INCORPORATING**

**WATER UK GENERAL CONDITIONS (FIRST EDITION)**

**SITE NAME**

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**T H I S A G R E E M E N T** is made the [INSERT] day of [INSERT MONTH] two thousand and twenty four

**BETWEEN:**

- (1) **COMPANY WATER SERVICES LIMITED** whose registered office is at **Company Address** ("*New Appointee*"); and
- (2) **SOUTHERN WATER SERVICES LIMITED** whose registered office is at Southern House, Yeoman Road, Worthing, West Sussex, BN13 3NX ("*Water Company*")

**WHEREAS:**

- A The *Water Company* is appointed as a sewerage undertaker under Section 6 of the Water Industry Act 1991.
- B The *New Appointee* has applied pursuant to Section 7 of the Act to be the new appointee for the *Site* that is within the area of appointment of the *Water Company* as a sewerage undertaker but which is not currently provided with sewerage services by the *Water Company*.
- C The *New Appointee* and the *Water Company* have agreed the terms and conditions as hereinafter set out for the discharge of effluent from the *Site* into the *Water Company's* public sewers.

**[OR]**

- A The *Water Company* is appointed as a sewerage undertaker under Section 6 of the Water Industry Act 1991.
- B Following an earlier application by the *New Appointee* pursuant to Section 7 of the Act, the *New Appointee* was appointed as sewerage undertaker for the *Site*, which was previously within the area of appointment of the *Water Company*. Further to the *New Appointee's* appointment for the *Site*, the *New Appointee* and the *Water Company* entered into the *Previous Agreement* which set out terms and conditions for the discharge of effluent from the *Site* into the *Water Company's* public sewers.
- C The *New Appointee* and the *Water Company* have by this agreement agreed to terminate the *Previous Agreement* in its entirety and instead replace it in full with the terms and conditions as set out in this agreement with effect from the *Commencement Date*.

**NOW IT IS HEREBY AGREED** as follows:

**1 APPLICATION OF GENERAL CONDITIONS**

- 1.1 This agreement incorporates both Part I (Core Clauses) and Part II (Optional Clauses) of the Water UK Bulk Discharge Agreement General Conditions (First Edition)<sup>1</sup> with the applications and/or amendments set out in sub-clauses 2.2 to 2.4 of clause 2 (Special Conditions) below.

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<sup>1</sup> [<https://www.southernwater.co.uk/media/4218/1bulk-discharge-bda-general-conditions-1st-edition.pdf>]

## 2 SPECIAL CONDITIONS

2.1 The following terms shall have the following meanings in this agreement:

Aggregate Water Supply Consumption Calculation	Means the aggregate water supply consumption of connected properties calculation methodology as set out in sub-paragraph 1.2(ii) of paragraph 1 Volume Charge, Part 1 NAV Bulk Discharge Charges, NAV Charging Arrangements.
Alternative Discharge Point	The alternative <i>Discharge Point</i> marked as such on the Plan (if any) being the point where any piped Emergency Services or piped Assistance Services may be provided by the <i>Water Company</i> and also referred to as a ‘back-up point of discharge’.
<u>Alternative Sewerage Discharge Arrangements Policy</u>	Means the <i>Water Company’s</i> policy from time to time on its approach to providing and charging for alternative means of discharging wastewater when there is insufficient capacity in the local sewer network to meet the demand from new development sites, as set out in the <i>Water Company’s</i> policy document ‘Policy Statement Alternative Sewerage Discharge Arrangements’ found at <a href="https://www.southernwater.co.uk/developing-building/technical-advisories">https://www.southernwater.co.uk/developing-building/technical-advisories</a> including any amendment or replacements to that policy.
Appendix	The appropriate appendix to this agreement which are attached to these Special Condition, namely: <ol style="list-style-type: none"> <li>1. Plan and Discharge Point;</li> <li>2. Contact Protocol.</li> <li>3. New Connections Template.</li> </ol>
Bulk Supply Volumetric Calculation	Means the bulk supply volumetric calculation methodology set out in sub-paragraph 1.2(i) and 1.3 of paragraph 1 Volume Charge, Part 1 NAV Bulk Discharge Charges, NAV Charging Arrangements.
Charging Date	For the Charges based upon the <i>Bulk Supply Volumetric Calculation</i> means the first day of each calendar month in each year of the agreement; and For the Charges based upon the <i>Aggregate Water Supply Consumption Calculation</i> means in each year 1 January; 1 April; 1 July; and 1 October.
Commencement Date	Where there is no <i>Previous Agreement</i> between the parties, the date the <i>New Appointee</i> is appointed as a sewerage undertaker for the <i>Site</i> or where there is a <i>Previous Agreement</i> between the parties means the date of this agreement.
Contact Protocol	The contact details for both parties as set out in Appendix 2.

Development Limit	[INSERT] household properties [and [INSERT] non-household properties].
Discharge Point	For a single point of connection the discharge point marked “A” on the Plan being the point where the <i>Water Company</i> will accept effluent from the <i>New Appointee</i> under this Agreement. For multiple points of connection the discharge points marked “A”, “B” and “C” [and so on] on the <i>Plan</i> being the points where the <i>Water Company</i> will accept effluent from the <i>New Appointee</i> under this agreement.
Flow Monitor Real Time Control Option	Means the flow monitor real time control option as described in Special Condition Clause B3.1.2.
Maximum Rate of Discharge	[INSERT] litres per second at peak demand [at the at the discharge point marked ‘A’[and [INSERT] at the discharge point marked ‘B’ etc].
Maximum Volume	[number]m <sup>3</sup> per day, subject to an annual maximum of [number]m <sup>3</sup> per annum [at the at the discharge point marked ‘A’[and [INSERT] at the discharge point marked ‘B’ etc].
NAV Bulk Charges Pumping Station Tariff Discount	Means the annual discount to the Charges as set out in the <i>Water Company’s</i> addendum to the NAV Charging Arrangements in the document titled ‘Variation to NAV bulk charges for on-site wastewater pumping stations 2022-23 Bulk Charges Annual Fixed Discount (March 2022)’, including any update to and/or replacement thereof, as may be published, from time to time, by the <i>Water Company</i> as part of the NAV Charging Arrangements.
Network Enhancement Completion Date	Means the date of [INSERT RELEVANT DATE] being the date which is, in relation to the <i>Site</i> , 24 months after the grant of outline planning permission and a confirmed commitment to build or such other date as the <i>Water Company</i> and the <i>New Appointee</i> may agree in writing.
New Appointee	[COMPANY].
On-Site Wastewater Pumping Station	[Means a wastewater pumping station situated at the <i>Site</i> operated and maintained by the <i>New Appointee</i> that has a primary pump size of [INSERT PUMP SIZE]] OR [Not applicable, the <i>Site</i> does not have an on-site wastewater pumping station].
Plan	The plan shown on Appendix 1.
Previous Agreement	[means the previous bulk discharge agreement entered into by the parties dated [INSERT DATE OF PREVIOUS AGREEMENT]] OR [not applicable – there is no previous agreement between the parties.]

Reporting Date	In each year the 1 January; 1 April; 1 July and 1 October.
Site Volume Charging Methodology	Means the <i>[Bulk Supply Volumetric Calculation]</i> OR <i>[Aggregate Water Supply Consumption Calculation]</i> .
Temporary Connection	The discharge point[s] marked as the temporary discharge point(s) on the Plan <i>[which shall also be the same as the permanent Discharge Point]</i>
Temporary Connection Development Limit	<i>[INSERT]</i> household properties <i>[and [INSERT] non-household properties]</i>
Temporary Connection End Date	The date upon which a Connection at Discharge Point A is completed.
Temporary Connection Maximum Rate of Discharge	<i>[INSERT]</i> litres per second at peak demand <i>[at the at the discharge point marked ‘A’[and [INSERT] at the discharge point marked ‘B’ etc].</i>
Temporary Connection Maximum Volume	<i>[number]</i> m <sup>3</sup> per day, subject to an annual maximum of <i>[number]</i> m <sup>3</sup> per annum <i>[at the at the discharge point marked ‘A’[and [INSERT] at the discharge point marked ‘B’ etc].</i>
Temporary Connection Real Time Option	<i>[means the Timer Real Time Control Option] OR [means the Flow Monitor Real Time Control Option] OR [not applicable, there is no temporary connection real time option for the Site].</i>
Timer Real Time Control Option	means the time real time control option as described in Special Condition Clause B3.1.1.

2.2 The following Part I Core Clauses of the Water UK Bulk Discharge Agreement General Conditions (First Edition) are amended as follows:

2.2.1 Sub-clauses 6.2 and 6.3 of Clause 6 (Return to Sewer Assumption) shall be deleted in their entirety and instead replaced with the following new sub-clauses 6.2 and 6.3:

6.2 The parties shall calculate the volume of the Discharge by taking for the relevant Charging Period a volume equal to such percentage as the NAV Charging Arrangements shall provide of the volume of water supplied or calculated as deemed supplied to premises within the *Site* for that Charging Period in accordance with the NAV Charging Arrangements *Bulk Supply Volumetric Calculation* or *Aggregate Water Supply Consumption Calculation*. The parties acknowledge that for the *Site* the Charges for the volume of Discharge are calculated in accordance with the *Site Volume Charging Methodology*.

6.3 For the purposes of calculating Charges fairly in accordance with the method used under clause 6.2 above:

6.3.1 the *New Appointee* will provide information on the volume of water supplied to the *Site* as follows:

6.3.1.1 Where the volume Charges are calculated using the *Bulk Supply Volumetric Calculation* by providing to the *Water Company* on a regular monthly basis on the relevant *Charging Date* the meter readings and total consumption taken from the bulk meter(s) supplying the *Site* and any bulk supply, drawn and supplied to premises from its own water resources, by way of rainwater harvesting or by way of any other source (or any combination of them) for that period; and

6.3.1.2 Where the volume Charges are calculated using the *Aggregate Water Supply Consumption Calculation* by providing to the *Water Company* on a regular quarterly basis on the relevant *Charging Date* the total aggregated and disaggregated consumption volumes of water recorded at all connected premises within the *Site*,

6.3.2 an allowance for water assumed to have been lost between the sources set out in clause 6.3.1 and the *Discharge Point* is applicable as set out in the *Bulk Supply Volumetric Calculation*. For the avoidance of doubt no such leakage allowance will be provided in respect of the *Aggregate Water Supply Consumption Calculation*.

2.2.2 Sub-clause 14.1 of Clause 14 (Term) is amended to now read as follows:

14.1 Subject to the remainder of this clause, this agreement will commence on the *Commencement Date* and continue until terminated in accordance with clause 14.2

2.2.3 Sub-clause 14.2 of Clause 14 (Term) shall be amended to include the following new sub-sub-clause 14.2.6 as an additional termination event and sub-clause 14.2 shall be read and construed accordingly:

14.2.6 Either party may elect to terminate the agreement forthwith:

- (a) upon notice given by one party to the other party if that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order; or
- (b) subject to the restrictions imposed under Sections 23, 24, 25 and 26 of the Act upon notice given by one party to the other party if that other party becomes insolvent or compounds with its creditors or convenes a meeting to consider a resolution that it be placed in liquidation (other than a solvent liquidation for the purposes of amalgamation or reconstruction) or suffers a petition to be presented that it be

placed in liquidation or has an administrative receiver, receiver or manager appointed in respect of all or any of its assets or is adjudicated bankrupt, makes an assignment for the benefit of, or any composition with, its creditors or takes advantage of any insolvency act.

2.2.4 Sub-clause 8.14 of Clause 8 (Charging and Payment) is amended to now read as follows:

8.14 ~~Where clause E has not been adopted, if~~ If the *New Appointee* breaches the provisions of this agreement or has been caused to remedy such breach after receiving notice from the *Water Company* specifying the breach and requiring the breach to be rectified more than twice in any rolling period of 12 months, without prejudice to any other rights or remedies which the *Water Company* may possess, the *New Appointee* shall if so required by notice given by the *Water Company* promptly provide a security instrument which satisfies the security and credit rating requirements set out in clause ~~G~~ E.

2.3 The Schedule of Part I Core Clauses of the Water UK Bulk Discharge Agreement General Conditions (First Edition) is amended as follows:

2.3.1 A new sub-paragraph 1.3 shall be added to paragraph 1 (Purpose) as follows:

1.3 The parties agree that all references to ‘trade effluent’ within this agreement are now deemed to refer to ‘Trade Effluent’ which is now defined to have the following meaning: “any effluent that is trade effluent as referred to in the Act and which the *Water Company* (in its sole discretion) categorises as trade effluent, being any effluent discharged from the New Appointee’s Sewerage Network into the *Water Company*’s Sewerage Network that originates from a business or industrial process and which is not domestic sewage (toilet, bath or sink waste) or uncontaminated surface water and roof drainage (rainwater)”. The *New Appointee* shall liaise with the *Water Company* if any confirmation is required as to whether a Discharge is Trade Effluent or not.

2.3.2 A new sub-paragraph 3.4 shall be added to paragraph 3 (Charging Provisions) as follows:

3.4 For the avoidance of doubt, the *New Appointee* shall pay to the *Water Company* as Charges the application fees applicable in respect of any Trade Effluent consents applied for under this agreement in accordance with the *Water Company*’s Wholesale Statement of Principles and Charges (relevant to the financial year in which the application was made) as referred to in the NAV Charging Arrangements.

- 2.3.3 The parties agree that sub-paragraphs 4.2.5 and 4.2.7 of paragraph 4 (Trade Effluent Control) shall be deemed amended so that the *New Appointee* must follow all advice (as referred to in sub-paragraphs 4.2.5 and 4.2.7) given by the *Water Company* in respect of any Trade Effluent consent application. If the *New Appointee* feels unable to follow such advice it shall provide its written reasons as more particularly set out in sub-paragraphs 4.2.5 and 4.2.7.
- 2.4 The following Part II Optional Clauses of the Water UK Bulk Discharge Agreement General Conditions (First Edition) are amended as follows:
- 2.4.1 Optional Clause A is amended to now read as follows:
- A. Previous Agreement Superseded
- A1. Where there is a *Previous Agreement* between the parties this agreement replaces the *Previous Agreement*, which is hereby revoked subject to any rights or obligations which may have accrued thereunder prior to the date of this agreement.
- A2. This agreement also replaces and revokes any other agreement or understanding between the parties.
- 2.4.2 Optional clause B is amended to now read as follows:
- B. Temporary Discharge Points
- B1. Where the *Site* has or will have a *Temporary Connection*, save as provided for in this Clause B, the terms and conditions of this agreement and rights and obligations of the parties shall apply to that *Temporary Connection* as if it was the permanent *Discharge Point*. Unless otherwise agreed between the parties, the *Temporary Connection* may be disconnected from the *Water Company's* Sewerage Network and removed at any time after the *Temporary Connection End Date* following which the term "Discharge" and "*Discharge Point*" shall no longer apply to the *Temporary Connection*.
- B2. Temporary Limited Discharge Capacity
- B2.1. The number of properties served by the *Temporary Connection* shall not exceed the *Temporary Connection Development Limit*.
- B2.2. The maximum daily volume of effluent discharged at the *Site* into the *Water Company's* Sewerage Network at the *Temporary Connection* shall not exceed the *Temporary Connection Maximum Volume*.
- B2.3. The rate of discharge of effluent at the *Site* into the *Water Company's* Sewerage Network at the *Temporary Connection* shall not exceed the *Temporary Connection Maximum Rate of Discharge*.
- B3. Temporary Connection Real Time Control Options
- B3.1. The conditions in clauses B1 and B2 shall apply to the discharge of effluent at the *Temporary Connection*, subject also to either of the



following real time control options, which shall apply to the *Temporary Connection* at the *Site* as specified in clause B3.2 below:

B3.1.1. The *Timer Real Time Control Option* under which the Discharge will be limited by a timer which will be used to inhibit the Discharge from the pumping station into the Water Company's Sewerage Network and only allow discharge between 11pm and 6am. The timer, owned and maintained by the *New Appointee*, will be an automated process that cannot be overridden or deactivated and will cease applying at the point when capacity becomes available in the downstream Water Company's Sewerage Network; or

B3.1.2. The *Flow Monitor Real Time Control Option* under which the discharge shall not occur when there is insufficient capacity to effectively transfer the flows. This will be determined by sewer level flow monitor(s) located in the downstream Water Company's Sewerage Network, which will be used to inhibit the discharge from the pumping station. The inhibit will be an automated process that cannot be overridden or deactivated and will be applied when the monitor(s) deem that there is insufficient capacity in the Water Company's Sewerage Network to accommodate the discharge and will cease applying at the point when capacity becomes available in the downstream Water Company's Sewerage Network.

B3.2. The *Temporary Connection Real Time Option* will apply to the *Site*.

2.4.3 Optional Clause C Demand Forecasts is incorporated into this agreement without amendment.

2.4.4 Optional Clause D shall be amended to now read as follows:

D. Emergency and Assistance Services / Alternative Discharge Point

D1. Where there is an *Alternative Discharge Point*, the Water Company may, having first consulted the *New Appointee*, choose in its absolute discretion to provide Emergency Services or Assistance Services or part of it as a piped discharge through the *Alternative Discharge Point*, but the *Water Company* shall have no obligation to do so without prejudice to any obligation the *Water Company* may have to provide Emergency Services or Assistance Services by other means.

D2. When the *Water Company* provides Emergency Services or Assistance Services or part of it as a piped discharge through an *Alternative Discharge Point*, it shall determine in its reasonable opinion the capacity that is available and can be provided (taking into account the needs of the other persons to whom the *Water Company* provides sewerage services and the need to ensure that the Emergency Services or Assistance Services do not prejudice the safe, efficient and lawful operation of the Water Company's Sewerage Network and any treatment works) and shall have no

obligation to provide any minimum capacity and shall be able to reduce or interrupt the piped Emergency Services or Assistance Services to meet its own operational and compliance requirements. Where the *Water Company* determines in accordance with this agreement that it will not provide or will reduce or discontinue piped Emergency Services or Assistance Services it shall still if requested by the New Appointee comply with any obligations it may have in this agreement by other means.

D3. Where Assistance Services are supplied by the *Water Company* the *New Appointee* must pay to the *Water Company*, as Charges, such costs as are properly incurred by the *Water Company* for the provision of the Assistance Services provided plus a reasonable administration fee.

D4. Without prejudice to any obligation the *Water Company* may have to provide Emergency Services or to the generality of any of the provisions of clause 9 (Liability), where Emergency Services are provided by the *Water Company* because of an Emergency which arises (in whole or part) due to the *New Appointee* discharging waste water in breach of the terms of this agreement, then in this case the *New Appointee* shall pay as Charges to the *Water Company* the reasonable costs incurred by the *Water Company* of providing the Emergency Services to the extent that the breach of agreement by the *New Appointee* occasioned the Emergency.

D5. For the avoidance of doubt any Discharge of effluent made through an *Alternative Discharge Point* (back-up point of discharge) will be charged at the standard volumetric rate and payable by the *New Appointee* as described in the NAV Charging Arrangements.

2.4.5 Optional Clause E Security shall be incorporated without amendment but subject to Special Condition 2.2.4 above.

2.4.6 Optional Clause F Discharge Meter is disapplied to this agreement and is instead replaced with the following clause:

F. Discharge Meter

For the avoidance of doubt as the *Water Company* does not use bulk discharge Meters in its bulk discharge arrangements with new appointees. Therefore any reference in this agreement to bulk discharge Meter should be construed accordingly.

2.4.7 Optional Clause G Logger Data Sharing is disapplied in its entirety to this agreement.

2.4.8 Optional Clause H Volumetric Estimation (Period after Meter Reading) is disapplied in its entirety to this agreement.

2.5 The following new clauses SC1 to SC6 shall be incorporated into the agreement as additional special conditions:

SC1 Infrastructure Charges

For the avoidance of doubt nothing in the agreement terms restricts or otherwise limits the obligation of the *New Appointee* to pay any infrastructure charges that may be charged by the *Water Company* as part of the Charges in accordance with the terms of the NAV Charging Arrangements.

SC2 Infrastructure Charges Connection Records

For the purposes of calculating the infrastructure charges referred to in the NAV Charging Arrangement the *New Appointee* shall keep records of the date upon which premises at the *Site* are first connected to its sewers and shall notify the *Water Company* on the *Reporting Date* in each Reporting Period of the premises and date of connection. Such information shall be provided to the *Water Company* in the new connections template format set out in Appendix 3 (the same as which may from time to time be amended by the *Water Company*), with cumulative/historic property connections for the *Site* (not only those for the relevant Reporting Period) to be provided.

SC3 Local Offsite Sewers

For the avoidance of doubt the cost of any Local Offsite Sewers which are requisitioned by the *New Appointee* will be charged by the *Water Company* in accordance with the New Connections Services Charging Arrangements as referred to in the NAV Charging Arrangements.

SC4 Sewer Abuse Control

SC4.1. Both parties shall co-operate with the other in order to assist the other to comply with their respective statutory duties under the Act as regards environmental protection matters and in particular shall co-operate as set out below in respect of sewer abuse controls and any flooding and/or pollution incidents affecting either the *New Appointee's* Sewerage Network or the *Water Company's* Sewerage Network, including the surrounding areas of those respective sewerage networks as may be affected.

SC4.2 Each party shall notify the other party as soon as reasonably practicable when it obtains knowledge of any incident occurring or of any particular matter being discharged that is capable of injuring any sewer or drain forming part of the *Water Company's* Sewerage Network, interfering with the free flow of its contents or prejudicially affecting the treatment and disposal of its contents.

SC4.3 In considering whether to take enforcement action related to abuse of the sewer, the *New Appointee* shall take into account (but not be bound by) any code of practice or guidance in respect of sewer abuse enforcement issued from time to time by the *Water Company*.

SC4.4 In the event of enforcement action being taken by the *New Appointee* for breach of section 111 of the Act, the *Water Company* shall provide all reasonable support requested by the *New Appointee* to support such enforcement action.

SC4.5 In the event of enforcement action under the Water Resources Act 1991 and/or the Environmental Permitting Regulations 2010 or any other relevant statutory provisions being taken against the *Water Company* by the Environment Agency or any other person in respect of the discharge from the *Water Company's* treatment works into which the Discharge is received or the disposal of Biosolids or other waste from the *Site* or the pollution or flooding from the *Water Company's* assets, the *New Appointee* shall provide all reasonable support requested by the *Water Company* to deal with such enforcement action.

SC4.6 For the purposes of clauses SC4.4 and SC4.5 above, "support" includes:

- (a) the provision of all reasonably necessary data and information;
- (b) the provision of sewerage network investigation technicians (immediately where there is an imminent risk of severe impact to persons, property or the environment) to carry out the following roles: manhole lifting, dye tracing, blockage clearing, underground pipe location, root cause analysis, and the formulation of written and advice and directions to the end user that are designed to avoid repeat occurrences; and
- (c) in the event of any proceedings, the provision of witnesses to attend court and give evidence relating, inter alia, any relevant matter connected with the *Water Company's* Sewerage Network or the *New Appointee's* Sewerage Network, as the case may be.

SC4.7 The party providing the support or cooperation or information (the "Provider") at the request of the other party (the "Requestor") pursuant to this clause SC4 shall be entitled to be reimbursed the reasonable and proper costs incurred by the Provider in providing such support or cooperation or information upon request (save to the extent that the costs under the request relate to a breach of this agreement by the Provider), and provided that such request for reimbursement shall be accompanied by details of the basis of calculation of such costs.

#### SC5 Alternative Sewer Discharge Arrangements

SC5.1 Notwithstanding and without prejudice to any other term of this agreement, the *Water Company* hereby confirms that the terms of its Alternative Sewerage Discharge Arrangements Policy (as applicable to the *New Appointee* from time to time) shall apply to this agreement if the *Site* has a limited capacity *Temporary Connection*, which is in place pending completion by the *Water Company* of necessary enhancement work to its Sewerage Network and consequent provision by the *Water Company* of the full capacity permanent *Point of Discharge* for the *Site*. For the avoidance of doubt, the parties acknowledge that the general arrangements and responsibilities regarding alternative sewerage discharge arrangements and in particular, tankering services are and shall apply as set out in the Alternative Sewerage Discharge Arrangements Policy. Further, the parties acknowledge that the Alternative Sewerage Discharge Arrangements Policy terms only apply to the temporary arrangements as provided for in this clause SC5 and the Alternative Sewerage Discharge Arrangements Policy and not in respect of arrangements as regards to the provision of Emergency

Services and/or where there are other causes of insufficient capacity at the *Site*.

SC5.2 In particular, the parties acknowledge that under the heading “Wastewater Tankering” the Alternative Sewerage Discharge Arrangements Policy states that “where a need for tankering arises prior to the completion date for any network enhancement, the Developer or NAV will be responsible for organising and paying for this. Where this need arises after the agreed timeframe for completing the enhancement of the existing network, the burden of responsibility for providing the tankering services shifts to us” (i.e. the *Water Company*).

SC5.3 For the purposes of this agreement, the parties agree that *Water Company’s* “agreed timeframe for completing the enhancement of the existing network” as referred to in the abovementioned Alternative Sewerage Discharge Arrangements Policy excerpt is by the *Network Enhancement Completion Date*.

SC5.5 The parties agree that the *Water Company* shall not bear full responsibility for tankering services costs pursuant to the Alternative Sewerage Discharge Arrangements Policy under this agreement, where any delay in completing the enhancement of the existing network by the *Network Enhancement Completion Date* arises due to reasons of Force Majeure; the action or inaction of third parties and/or reasons which are outside of the reasonable control of the *Water Company*, provided the *Water Company* has acted reasonably and with all due diligence.

SC5.6 For the avoidance of doubt, this special condition clause SC5 will remain in force and only continue to apply to the agreement for as long as, and to the extent that, the Alternative Sewerage Discharge Arrangements Policy is in force. Any amendment to the Alternative Sewerage Discharge Arrangements Policy shall be deemed incorporated as far as applicable and relevant to the terms of this clause SC5.

SC6 Wastewater Pumping Stations - Bulk Charges Annual Fixed Discount

Where the *Site* has an *On-Site Wastewater Pumping Station* the Charges will be subject to annual discount in accordance with the *NAV Bulk Charges Pumping Station Tariff Discount*.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first before written

<p>Signed by: ..... for and on behalf of <b>Southern Water Services Limited</b> Date:.....2024</p>	<p>..... Director/Authorised Signatory</p>
<p>Signed by: ..... for and on behalf of <b>XXXXXXX Limited</b> Date:.....2024</p>	<p>..... Director/Authorised Signatory</p>

**APPENDIX 1**

**[INSERT Plan showing Site and Discharge Point(s) [and Temporary Discharge Point(s)]**

## **APPENDIX 2**

### **Contact Protocol**

#### **Contact Procedures for Operational Incidents**

##### Wastewater network problem reported by the *Water Company*

- (1) The *Water Company* contacts the New Appointee Emergency Service Centre, identifies the site in question, provides contact details and advises the *New Appointee* of the problem.
- (2) The *New Appointee* contacts its customers.

##### Wastewater network problem reported by the *New Appointee*

- (1) The *New Appointee* contacts the Water Company Customer Response and Resolution Centre (CRRC), and advises the *Water Company* of the problem.
- (2) The *Water Company* investigates and provides updates.

#### **Contact Details**

<i>The Water Company</i> (Southern Water Services Limited)			
Contact	Contact Type	Available	Contact Details
Business Address	Formal contract notices and communications	Business hours	Head of Business Channels SWS Ltd Southern House Yeoman Road Worthing West Sussex BN13 3NX
CRRC	Emergency & Incident assistance 24 hours	24 hours	0330 303 0368
Wholesale Services	Operational point of contact	Business hours	0330 303 1272 Wholesaleservices@southernwater.co.uk
Billing	Routine billing queries	Business hours	0330 303 1260 miscinc@southernwater.co.uk

<i>New Appointee</i>			
Contact	Contact Type	Available	Contact Details
<b>Business Address</b>	Formal contract notices and communications	Business hours	<b>Company Address</b>
<b>Operational contact</b>	Emergency & Incident assistance 24 hours	24 hours	<b>Emergency Phone number and email address</b>
<b>Wastewater Operations Manager</b>	Operational point of contact	Business hours	<b>Operations Phone number and email address</b>
<b>Billing</b>	Routine queries and issues relating to billing and payment	Business hours	<b>Contact details</b>



**APPENDIX 3**

**New Connections Template**

<b>Site ID</b>	<b>Site Name</b>	<b>Date Connected</b>	<b>Plot No.</b>	<b>House No.</b>	<b>Street Name</b>	<b>Town</b>	<b>Post Code</b>	<b>Household/N HH</b>	<b>Meter No.</b>

Please provide cumulative/historic property connections for the *Site* (not only those for the quarterly period)