

DATED _____ **2020**

(1) **COMPANY**

- and -

(2) **SOUTHERN WATER SERVICES LIMITED**

BULK SUPPLY AGREEMENT

INCORPORATING

WATER UK GENERAL CONDITIONS (FIRST EDITION)

SITE NAME

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

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 water 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 water undertaker but which is not currently provided with water 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 bulk supply of water to the *Site* and provision of other services.

[OR]

- A The *Water Company* is appointed as a water 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 water 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 bulk supply of water to the *Site* and provision of other services.
- 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 Supply Agreement General Conditions (First Edition)¹ with the applications and/or amendments set out in sub-clauses 2.2 and 2.3 of clause 2 (Special Conditions) below.

2 SPECIAL CONDITIONS

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

Aggregate 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 Supply Charges of the NAV Charging Arrangements.
Alternative Supply Point	The alternative supply point marked as such on the Plan (if any) being the point where the <i>Water Company</i> will provide a back-up water Supply to the <i>New Appointee</i> under this agreement.
Appendix	The appropriate appendix to this agreement which are attached to these Special Condition, namely: <ol style="list-style-type: none">1. Plan and Supply Point;2. Contact Protocol;3. Water Quality Protocol; and4. New Connections Template.

¹ [INSERT LINK TO SWS WEBSITE WHICH PUBLISHES THE WATER UK STANDARD BSA GENERAL CONDITIONS]

Charging Date	For the Charges based upon the <i>Meter Supply 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 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 water 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].
Maximum Demand	At the <i>Supply Point</i> marked “A” [number]m ³ per day, subject to an annual maximum of [number]m ³ per annum. [At the <i>Supply Point</i> marked “B” [number]m ³ per day, subject to an annual maximum of [number]m ³ per annum.]
Maximum Rate of Flow	At the <i>Supply Point</i> marked “A” [INSERT] litres per second at peak demand. [At the <i>Supply Point</i> marked “B” [INSERT] litres per second at peak demand.]
Meter Reading Date	In each year the first day of each calendar month (or such other date as the parties may agree).
Meter Supply Calculation	Means the bulk supply meter volumetric calculation methodology set out in sub-paragraph 1.2(i) of paragraph 1 Volume Charge, Part 1 NAV Bulk Supply Charges, NAV Charging Arrangements.
New Appointee	[name]
Plan	The plan shown on Appendix 1.

Previous Agreement	[means the previous bulk supply 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 [1 January] [1 April] [1 July] [1 October]]
Site	[name of site] as shown edged red on the Plan
Site Volume Charging Methodology	Means the [Meter Supply Calculation] OR [Aggregate Consumption Calculation].
Supply Point	[For a single point of connection] The supply point marked “A” on the Plan being the point where the <i>Water Company</i> will supply water to the <i>New Appointee</i> under this agreement. [For multiple points of connection] The supply points marked “A”, “B” and “C” [and so on] on the Plan being the points where the <i>Water Company</i> will supply water to the <i>New Appointee</i> under this agreement.
Temporary Connection	The supply point[s] marked as the temporary supply point(s) on the Plan [which shall also be the same as the permanent <i>Supply Point</i>]
Temporary Connection Development Limit	[INSERT] household properties [and [INSERT] non-household properties]
Temporary Connection End Date	The date upon which a Connection at the Supply Point is completed.
Temporary Connection Maximum Rate of Flow	[INSERT] litres per second at peak demand.
Temporary Maximum Demand	[number]m ³ per day, subject to an annual maximum of [number]m ³ per annum.
Water Quality Protocol	The Protocol arrangements (including the Communication Protocol listing contact personnel) in respect of water quality included as Appendix 3.

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

2.2.1 Clause 4 (Management of Demand) is amended with the addition of the following bold text so that sub-clause 4.2 shall now read as follows:

4.2. The *New Appointee* shall not take any water at the *Supply Point* for any purpose in excess of the *Maximum Demand* volume specified as the *Maximum Demand*. **The *New Appointee* will ensure that the number of properties at the *Site* which the permanent *Supply Point* shall service will not exceed the *Development Limit*.**

2.2.2 Clause 7 (Measurement of Consumption) is amended with the addition of the following bold text so that sub-clause 7.1 shall now read as follows:

7.1. **Unless the *Aggregate Consumption Calculation methodology* applies to the *Site* (and no Meter is required)** the *Water Company* shall, ensure that a Meter vested in the *Water Company* and capable of accurately measuring both the volume and the rate of flow of the Supply is fitted at the *Supply Point* and shall maintain such Meter so that it is capable of accurately measuring the Supply provided that if it becomes necessary or desirable to replace a Meter because of variations to the volume or rate of flow of the Supply in excess of the *Maximum Demand* or *Maximum Rate of Flow*, the *New Appointee* shall pay the *Water Company* the reasonable cost of such replacement.

2.2.3 Clause 10 (Charging and Payment) is amended with the insertion of the following new sub-clauses 10.2A to 10.2B:

10.2A Without prejudice to any of the provisions of sub-clause 10.2 the parties hereby acknowledge that (in accordance with the NAV

Charging Arrangements) the volumetric Charges for water supplied or calculated as deemed supplied to premises within the *Site* for any relevant Charging Period shall be calculated in accordance with either: (i) the *Meter Supply Calculation* or (ii) the *Aggregate Consumption Calculation*. The parties acknowledge that for the *Site* the Charges for the volume of the Supply are calculated in accordance with the *Site Volume Charging Methodology*.

10.2B For the purposes of calculating Charges fairly in accordance with the method used under clause 10.2A above:

10.2B1 Where the volume Charges are calculated using the *Aggregate 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*; and

10.2B2 An allowance for water assumed to have been lost between sources and the *Supply Point* will be applied to the *Meter Supply Calculation*, whereas no such leakage allowance will be provided in respect of the *Aggregate Consumption Calculation* as more particularly set out in the NAV Charging Arrangements.

2.2.4 Sub-clause 10.13 of Clause 10 (Charging and Payment) is amended to now read as follows:

10.13. ~~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.

2.2.5 Sub-clause 15.1 of Clause 15 (Term) is amended to now read as follows:

15.1 Subject to the remainder of this clause, this agreement will commence on the *Commencement Date* and continue until terminated in accordance with clause 15.2.

2.2.6 Sub-clause 15.2 of Clause 15 (Term) shall be amended to include the following new sub-sub-clause 15.2.6 as an additional termination event and sub-clause 15.2 shall be read and construed accordingly:

15.2.6 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.

2.3 The following Part II Optional Clauses of the Water UK Bulk Supply Agreement General Conditions (First Edition) are amended as follows:

2.3.1 Optional Clause A is amended to now read as follows:

A. Previous Agreement Superseded

A.1. 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,

A.2. This agreement also replaces and revokes any other agreement or understanding between the parties.

2.3.2 Optional clause B is amended to now read as follows:

B. Temporary Supply Points

B.1. 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 *Supply Point*. Unless otherwise agreed between the parties, the *Temporary Connection* may be disconnected from the Water Company's Distribution Network and removed at any time after the *Temporary Connection End Date* following which the term "Supply" and "*Supply Point*" shall no longer apply to the *Temporary Connection*.

B.2. Temporary Limited Supply Capacity

B.2.1. The number of properties served by the *Temporary Connection* shall not exceed the *Temporary Connection Development Limit*.

B.2.2. The maximum daily volume of water supplied to the *Site* from the Water Company's Distribution Network at the *Temporary Connection* shall not exceed the *Temporary Connection Maximum Demand*.

B.2.3. The rate of water supplied to the *Site* from the Water Company's Distribution Network at the *Temporary Connection* shall not exceed the *Temporary Connection Maximum Rate of Flow*.

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

2.3.4 Optional Clause D Alternative Supply Point sub-clauses D1 and D2 are incorporated into this agreement without amendment subject to the addition of new sub-clauses D3 to D5 as follows:

3. Assistance Supply

Where an Assistance Supply is 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 Supply provided plus a reasonable administration fee.

4. Emergency Supply

Without prejudice to any obligation the *Water Company* may have to provide an Emergency Supply or to the generality of any of the provisions of Clause 11 (Liability), where an Emergency Supply is provided by the *Water Company* because of an Emergency which arises (in whole or part) due to the *New Appointee* acting 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 Supply to the extent that the breach of agreement by the *New Appointee* occasioned the Emergency.

5. For the avoidance of doubt any back up Supply of water made through an *Alternative Supply Point* (back-up point of supply) will

be charged at the standard volumetric rate and payable by the *New Appointee* as described in the NAV Charging Arrangements.

2.3.5 Optional Clause E Security shall be incorporated without amendment but subject to clause 2.2.4 above.

2.3.6 Optional Clause F Logger Data Sharing is deleted in its entirety and is accordingly not incorporated into this agreement.

2.3.7 Optional Clause G Volumetric Estimation is applied to this agreement without amendment.

2.4 The following new clauses SC1 to SC3 shall be incorporated into the agreement as additional Special Conditions:

2.4.1 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.

2.4.2 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 water mains 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 4 (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.

2.4.3 SC3 Local Offsite Mains

For the avoidance of doubt the cost of any Local Offsite Mains 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.

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

Signed by.....
for and on behalf of Director/Authorised Signatory
Southern Water Services Limited
Date:2020

Signed by.....
for and on behalf of Director/Authorised Signatory
[COMPANY] Water Services Limited
Date:2020

APPENDIX 1

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

APPENDIX 2

Contact Protocol

Water supply problem reported by *Water Company*

(1) *Water Company* contacts *New Appointee* Emergency Service Centre, identifies the site in question and advises *New Appointee* of the problem.

(2) *New Appointee* contacts its customers.

Water supply problem reported by *New Appointee*

(1) *New Appointee* contacts *Water Company* Customer Response and Resolution Centre (CRRC) and advises *Water Company* of the problem.

(2) *Water Company* investigates and provides updates.

Contact Details <i>Water Company</i> (Southern Water Services Limited)			
Contact	Contact Type	Available	Contact Details
Business Address	Formal contract notices and communications	Business Day	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
Duty Manager	Operational point of contact	Business Day	0330 303 1272 wholesaleservices@southernwater.co.uk
Billing	Routine billing queries	Business Day	0330 303 1260 miscinc@southernwater.co.
<i>New Appointee</i> COMPANY Limited			
Contact	Contact Type	Available	Contact Details
Business Address	Formal contract notices and communications	Business Day	Company Address
Emergency contact	Emergency & Incident assistance 24 hours	24 hours	Phone number and email
Water Operations Manager	Operational point of contact	Business Day	Phone number and email
Billing/Customer services contact	Routine queries and issues relating to billing and payment	Business Day	Contact Details

**PRO-FORMA FOR NOTIFICATION
OF AN EVENT AFFECTING A BULK
SUPPLY**

**(to be completed ASAP and within 24
hours of event commencing)**

- Name of event:
- Name of person notifying:
- Date of notification:
- Date of event:
- Description of the event:
- Location of the event:
- Likely cause of event:
- Effect on water quality:
- Any breaches of chemical or microbiological standard:
- Specify:
- Is there any risk to public health:
- Advice sought on public health matters:
- Actions being taken to protect customers:
- Actions being taken to rectify the situation:
- Sampling being carried out:
- Local authorities and health authorities notified:
- Other organisation notified:
- Other water companies:
- Consumer Council for Water:
- Media interest:
- Details:

APPENDIX 3

Water Quality Protocol

Liaison regarding Water Quality Incidents

Chemical & Trace Organic Parameters

Liaison will take place the same day following any PCV exceedance where it is believed that the exceedance may impact on the Bulk Supply, this includes pesticides and hydrocarbons.

Microbial Parameters

Liaison will take place the same day following detection of any of the microbial parameters shown below where it is believed that this may impact on the Bulk Supply.

- Presumptive Coliform
taken from WTW (final), reservoir or tower
- Confirmed Coliform
taken from a customer tap; unless there is sufficient evidence the failure is attributable to the customer fitting and will not impact on the bulk supply

- Presumptive E.coli
unless there is sufficient evidence that the failure is attributable to a customer fitting and will not impact on the bulk supply
- Confirmed E.coli
unless there is sufficient evidence the failure is attributable to a customer fitting and will not impact on the bulk supply

- Presumptive Enterococci
taken from WTW (final), reservoir or tower
- Confirmed Enterococci
taken from a customer tap; unless there is sufficient evidence the failure is attributable to the customer fitting and will not impact on the bulk supply

- Presumptive Clostridium *Perfringens*
taken from WTW (final), reservoir or tower
- Confirmed Enterococci
taken from a customer tap; unless there is sufficient evidence the failure is attributable to the customer fitting and will not impact on the bulk supply

- Cryptosporidium Oocyst
detection in final water or distribution

Biological Parameters

Liaison will take place where the detection of aquatic organisms are found in significant numbers such that customers have or are likely to become aware of these organisms and may impact on a bulk supply:

- Algae

- Fly larvae (chironomids, etc.)
- Crustacea (gammarus, Cyclops, etc.)

Water Quality Events

Liaison will take place for any of the water quality events listed below where it is believed that it may impact on the bulk supply:

- Potential for or actual widespread discolouration
- Widespread taste and odour issues
- Failure of disinfection
- Any risk to public health
- Widespread air in water after a planned or unplanned event
- The provision of advice to refrain from using water
- Significant increase in cases of cryptosporidium in the community related to water supply

In addition:

- Widespread loss of supply
- Breach of security where there is suspected or actual access to treated water. Planned work or control measures on SWS Ltd's distribution system which may have an impact on customers and as such customers have been card warned or received letters in advance. Examples include planned flushing work, changes to source, chlorine levels.

Drinking Water Safety Plan

Information and data from DWSP will be shared between each company, highlighting areas of high risk.

APPENDIX 4

New Connections Template

Site ID	Site Name	Date Connected	Plot No.	House No.	Street Name	Town	Post Code	Household/NHH	Meter No.

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