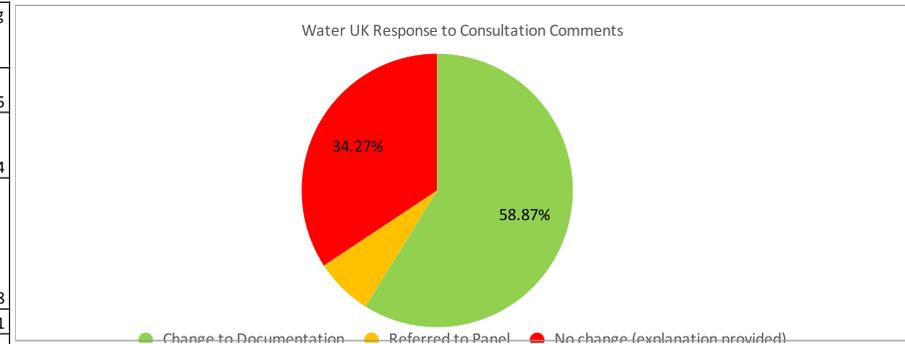


| Document Name | Number of Comments (Total) | Number of Unique Comments | Number responded to (so far) | Number resulting in a change to the docs (green) | Number referred for Panel Action (amber) | Number resulting in No change (Red) |
|---|----------------------------|---------------------------|------------------------------|--|--|-------------------------------------|
| Water Sector Guidance | 68 | 35 | 35 | 9 | 1 | 25 |
| Model Water Adoption Agreement | 99 | 57 | 57 | 27 | 6 | 24 |
| Design and Construction Specification (inc. Annual Contesability Summary) | 198 | 116 | 116 | 91 | 7 | 18 |
| Levels of Service | 43 | 21 | 21 | 10 | 0 | 11 |
| Minimum Information | 1 | 1 | 1 | 1 | 0 | 0 |
| Procedures | 2 | 2 | 2 | 2 | 0 | 0 |
| General Comment | 6 | 6 | 6 | 2 | 1 | 3 |
| Panel ToR | 22 | 10 | 10 | 4 | 2 | 4 |
| Total | 439 | 248 | 248 | 146 | 17 | 85 |
| | | | Percentage | 58.87% | 6.85% | 34.27% |



| Responder Type | Number of Times Comment was Received | Name of Document | Clause/Sub Clause | Comments and reference to specific Code Requirements Justifying Proposed Changed | Change proposed by the commentator | Water UK Observation | Action |
|----------------|--------------------------------------|------------------|------------------------|--|---|--|---------------------|
| SLP | 4 | LOS | SLPM S2/1b, SLPM S2/2b | Presume that this is reference to SLP designing water mains not Water Company as stated on the document | Correct it | No, reference to the WC but agreed clarification required | Change to LOS |
| SLP | 4 | LOS | SLPM-S3 | Unclear what the 7 day measure is anchored to. If as stated it is concurrent with S2, does it need to be there at all can it simply not be issued at completion of S2. | Remove and amend S2 or clarify | Needs to be there as Delivery Date may not be known at S2 | No action |
| SLP | 4 | LOS | SLPM-S4/1 | Receipt of a complete signed WAA' is receipt by thje Water Company of a WAA signed by the developer, the SLP and any affected adjoining land owner. | Clarify | Refer to MI | No action |
| SLP | 4 | LOS | SLPM-S4/2 | Within 1 day needs to be amended to within 1 working day, ie. If results are received late Friday, e-mails may not be caught up until am Monday | Amend Terminology | Defined in Master Definitions (Day = working day) unless otherwise specified | No action |
| SLP | 5 | LOS | SLPM-S5/1B | If the water company is allowed to review test results for 5 days by the time they are reviewed bacteriological test results will be out of date. | Review suggested timeframe. | If S4/2 is complied with then this won't happen | No action |
| SLP | 4 | LOS | SLPM-S5/2 | Remove the word 'is' from the third column | Correct it | Agreed, typo | Change to LOS |
| SLP | 4 | LOS | SLPM-S7/2 | Extent of information to be provided relating to meter information is indeterminate | If dealt with elsewhere please identify where | MI is where this sits, what is required has been clarified | Change to MI |
| SLP | 4 | Panel ToR | Appendix 1, 3.3 | The paid chair doesn't have to turn up but the unpaid panel members have to put this commitment before their commitment to their employer? There is no limit on how many times the Chair can fail to attend. | Why would the panel meeet without a Chair? | Agreed. Have added provision allowing Panel to sack the Chair. | Change to Panel ToR |
| SLP | 4 | Panel ToR | Appendix 1, 3.4 | Add the chair | The appointment of the Chair' | Do not understand proposal | No action |
| SLP | 4 | Panel ToR | Appendix 1, 3.18 | The clause 3.18 appears to be at odds with the concept of the Chair having a casting vote if there is deadlock, a vote decided in this manner may not constitute a Qualifying Majority as defined in 3.18 | Clarify voting scenarios | Agreed. Add to 3.18 that QM may include casting vote | Change to Panel ToR |
| SLP | 4 | WSG | 4.1.3 | Add the word be | Ptcedures will be required' | Agreed. | Change to Panel ToR |
| SLP | 4 | WSG | 4.6.3 | Such proposals must be justified under the Code'- to whom? To the Water Companiies themselves? | Clarify | Not necessary to change. Water companies are bound by the Code and this is a reminder to them to ensure compliance when considering implementation of a local practice | No action |

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| SLP | 3 | WSG | 8 | A change agreed is in respect of an individual contract and may not be construed by the Water Company to have precedence elsewhere | Clarify | No need to change. Contracts are agreed on an individual basis and must comply with the template unless otherwise agreed with the customer. | No action |
| SLP | 4 | WSG | 9.1.3 | Remove the word 'are' and replace with 'a' | Correct | Agreed. | Change to Panel ToR |
| SLP | 4 | MWAA | Background A | known is' should read 'known as' | | Agreed. | Change to MWAA |
| SLP | 4 | MWAA | 5.8 | Provision of source of water should not be subject to completion of full legal adoption agreement as source of water is generally out with the site and does not involve any vesting in the water company. The requirement for legal completion for source of water connection is the exception not the rule. | Remove requirement or add necessary and qualify what necessary is. | Not agreed as companies will not wish to undertake works by a certain date where there is no legal commitment to the project by the SLP. However, if the SLP informs the water company in writing that they are willing to fund any abortive works at an earlier stage then the water company may start to plan the work and even construct it. In most cases, the timescales in the procedures should ensure that this will not be necessary. | No action |
| SLP | 4 | DCS | 8.1 | Record residual risks' residual risks are dealt with by standard systems of work and COP.s, the only risks the designer should record are 'non standard risks' | Amend to read 'Residual non standard risks' possibly give examples such as chemiicla pipeline crossing, working at height etc. | Agree, this is standard CDM and can be clarified. | Change to DCS |
| SLP | 4 | DCS | 8.1 | Ensure that the client is ware of their duties', this is not a duty of the SLP designer- strike | Remove clause | This is covered by the F10 notification which is part of the design submission anyway, so it can be removed. | Change to DCS |
| SLP | 4 | DCS | 8.1 | Complies with the Design and Construction Standards to the satisfaction of the the water company', the requirement is binary it either complies or it does not - satisfaction is an irrelevance | Remove 'to the satisfaction of the water company' | Agreed. | Change to DCS |
| SLP | 4 | DCS | 8.1 | Paragraph starting 'The contractor responsible' reference to 'control measures required to reduce the risks should be amended to 'control measures required to reduce non standard risks'. | Amend reference to 'risks' to 'non standard risks' | Disagree, we need to reduce all risks from the construction or management of assets, whether standard or non-standard | No action |
| SLP | 4 | DCS | 8.1 | Paragraph starting 'The contractor responsible., second sentence is unclear and better dealt with in the Regulatrions themselves | Remove or redraft. | Suggest: Regs apply relative to any required notification to the HSE | Change to DCS |
| SLP | 4 | DCS | 8.1.1 | The clause does not reflect the reality of the situation or the timing, further the activity is outside the jurisdiction of this document | Remove | Disagree as this is standard CDM Regs for any construction activity | No action |
| SLP | 4 | ACS | 9.4.2 | Where further activities are accreditd dby WIRS such activities shall be remarked green in the above table'- no indication is given as to when the water company is deemed to have added the activity to their ACS | Add 'and that activity will be deemed to have been added as a green contestable activity to the ACS of each water company that is a party to this Code.' | Can only change when instructed by the Codes Panel | No action |
| SLP | 5 | DCS | 9.5.5 | Experience cannot be an absolute requirement as this constricts the market to Water Company Term Contractors, provision must be either erelevant experience or training, and working under Water Company witnes/close audit for a probationary period. | Amend to relevant experience or working under an agreed probationary management arrangement | Agreed. | Change to DCS |
| SLP | 4 | DCS | 9.8 (5) | Calculate demand should only be in cases where the water company does not have standardised per capita consumption, per household occupancy and diversity ie. for indutrial and commercial sites | Clarify | No - these are standard details needed to design water mains for any development. Typical designer / customer activity to understand what the demand requirements are and design the Network proposal accordingly. | No action |

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| SLP | 4 | DCS | 9.8 (6) | The parameters to be used to define when a head loss calculation is required need to be stated (gradient/fall/rise exceeding), and a clear undertaking given as to what data will be provided by the water company NB energy line pressure head loss related to gradient by pipe type - most water companies have this in their own hydraulic models. Also pressure head at POC and velocity would be required. If these are to be assumed figures then the value of the exercise is questionable, and would appear only to be an impediment. | Clarify | Agree, Water Companies should share their own pipe sizing methodology and tools accordingly | Change to DCS |
| SLP | 4 | DCS | 10.2 | Paragraph 2 reference to 'the entire Development', unclear what constitutes 'the entire Development' | Amend to 'the entire development that the Developer and SLP are aware of.' | Agree, needs to be clear using defined terms | Change to DCS |
| SLP | 3 | DCS | 10.2 | The requirement for hydraulic modelling in all cases as required under the last paragraph of this section is unwarranted, hydraulic modelling should only be required when there are specific parameters that have been breached as identified at 9.8(6) | Clarify | Agreed. | Change to DCS |
| SLP | 4 | DCS | 10.3 | The requirement for two points of connection is in breach of the requirement currently that SLP.s design only to the nearest suitably sized main (single point of connection). Works over and above this would be at the water company expense and as such should be requested under reinforcement route, rather than seeking to gold plate the network at the developers expense. | Remove this paragraph | This is a technical document notwithstanding the Charging Rules and Company Charging Arrangements. We are adding a new section at the start of the document to set out that overarching principle and removed reference to it from this paragraph. | Change to DCS |
| SLP | 4 | DCS | 10.7.1 | The SLP may, for the purposes of designing the network, wish to assume reference level pressure at source of 20 metre.' Why would an SLP wish to assume anything and carry out a calculation based on an assumption which the water company may dismiss as the paragraph then goes on to talk about dealing with wider pressure ranges without ever having advised the true source pressure/flow at any stage. This needs to be improved. | Strike and redraft | Agree. Clarified when this should be identified by the water company | Change to DCS |
| SLP | 4 | DCS | 10.7.3 | Needs redrafting to reflect modelling used as the exception not the rule and obligation placed upon Water Company to provide baseline velocity info at POC. | Strike and redraft | Water Company to specify its policy and methodology for calculating velocity | Change to DCS |
| SLP | 4 | DCS | 10.7.4 | Observations as for all other hydraulic modelling sections | Strike and redraft | Water Company to specify its policy and methodology for calculating headloss | Change to DCS |
| SLP | 5 | DCS | 11.3 | Paragraph 1 The circumstances in which the Water Company can instruct a route off site and the point at which they become liable for apying the cost of that instruction is not clear. | Where a proposed route does not meet with established water company requirements then the water company may instruct a change to the route. However any instruction to change route based on Water Company | Agree. | Change to DCS |
| SLP | 4 | DCS | 11.3 | Paragrph say 'No main shall be designed or constructed without the written consent of the water company'. Does not make sense | No main should be constructed unless the design of said main has been approve dby the water company, and no main or service shall be connected the Water Company network until all conditions present have been met nb. Legals, testing etc. | Agreed. | Change to DCS |
| SLP | 5 | DCS | 11.5 | Where possible spine roads will have two way fed ring mains. This is an unreasonable requirement particularly in the unqualified state in which it is | Strike and redraft | Agree that the wording here isn't helpful or clear and a change has been | Change to DCS |
| SLP | 4 | DCS | 12.3 | Remove velocity and head loss reference and leave it to water companies to specify sizing methodology | Strike and redraft | As it stands this provides a standard framework methodology which in future we envision being completely standardised nationally. To remove reference to it and have every company publish their own (potentially very different) | Change to DCS |

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| SLP | 3 | DCS | 16 | Paragraph 6 proposed rewrite. 'As laid records will record the location of valves, tees, PRV.s and connections using triangulation (offset measurement) from two fixed features. The measurements should intersect the centre of the asset in the following order of priority.' | Rewrite as proposed | Agree, paragraph amended as suggested. | Change to DCS |
| SLP | 4 | DCS | 17.1 | Paragraph 2 makes provision for recovering Water Company Costs where SLP Pressure test fails (regardless of any mitigation), however no provision is made for paying SLP costs for re pressure testing and chlorinating when the most frequent occurrence of Water Company failing to connect occurs. | Make a reciprocal provision for cost recovery. | MWAA does allow for recovery of direct costs, clarified in DCS. | Change to DCS |
| SLP | 5 | DCS | 17.3 | Sampling and testing methodology ad parameters need to be published by each water company in this section to give clear visibility to all | Add the requirement for water companies ot state methodologies and parameters | Agreed | Change to DCS |
| Water Company | 1 | LOS | Appendix G1 S5/2 & S6/1 | ST vest after the return of a passed/successful depress sample and not after B2B connection made. Depress takes place between 1 and 4 days post connection date. We undertake this activity in line with the requirement for companies to undertake due diligence as required by DWI. We depress sample every time we shut down or open a water main to protect our end customers. We can evidence a number of occurrences of failed samples hence our current approach that strives to ensure | Proposal is to include additional wording that states 'vesting certificate should be issued within 5 days of notification of final connection or within 5 days of notification of a successful depress sample (applicable when published as company local practice)' | Depress sample can be carried out but doesn't affect vesting. Company can ave the option but this can't affect the procedure | Change to DCS |
| Water Company | 1 | LOS | S1/2 | 14 days is insufficient time to provide a full POC response for schemes that are complex e.g. requiring network reinforcement | Propose a separate complex POC response SLA of 28 days (rather than 14). Similar to some stage 2 SLAs. | Agreed | Change to LOS |
| Water Company | 1 | LOS | S1/2 | (1)Will the formalised Code now require SLPs to follow the chronological order of the staged processes and in doing so always submit a POC enquiry? Currently this process stage is often bypassed. If no POC is submitted, what SLA is appropriate for S2/2a and S2/2b? Is it +14 days to include the work associated with the (missing) POC stage? (2)If we have an occurrence where the POC response expires what process and | These are questions of clarification regarding process compliance and SLA reporting to ensure there is clarity and consistency. | Agree, needs clarifying | Change to MI |
| Water Company | 1 | LOS | SOW | On sending the MWAA we will proactively plan resources in readiness to meet the delivery date. We will also need to proactively engage with Highways to gain Highways permit approval. It's worth noting that there is no formal SLA in place to guarantee a particular timed response. Highways usual practice is to request a signed agreement but at this stage in the process we do not have a signed agreement. We therefore seek clarification on whether this requires the highways permit to also be approved. If this is the intent it will pose a number of challenges with because their position is that requests should not be applied for if agreements have not been signed (which is understandable). Our close working relationship could be jeopardised if thee becomes a need to cancel/change notices. | This is a question of clarification regarding process | Tried to mitigate risk by pre-MWAA application form which provides for early planning of the scheme. The SLP will have signed a form stating that they formally request the Water Company to undertake the work required to plan the work and that if the SLA remains unsigned, they will foot the bill for any abortive costs (e.g. planning, scheduling, noticing, construction activity) | No action |
| Water Company | 1 | LOS | S4/1 | What happens to contract if S4/1 SOW delivery date becomes invalid? Considered void? Reissue new one? Issue Variation? Current MWAA remains? | This is a question of clarification regarding process. | No change needed. This will be a breach of contract and will be dealt with as such. It will also be a matter which will engage the new redress procedure. | No action |
| Water Company | 1 | ACS | Green section | (1)AC is not noted in the final row of the Green RAG contestability table connection up to 63 (2)There is no reference to mains considered strategic or high risk whereby supply issues could result in end users being impacted by damage e.g. hospitals, prisons Links to 12 inch issue on green because property type is not taken into account in terms of a water company's duty of care to high risk end users. | (1)Request that AC be added to final row of the Green RAG within the contestability table connection up to 63 (2)Request adding reference to strategic/high risk mains because property type does need to be taken into account in terms a water company's duty of care to high risk end users. | 1) Agreed. 2) Agreed, this can be added | Change to ACS |

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| Water Company | 1 | MWAA | Section 26 | There is no reference to a requirement for accurate and complete records of service pipes and clean water delivery points (CWDPs) | Suggest adding 26.2 stating requirement for accurate and complete record of service pipes and clean water delivery points (CWDPs) | Minimum Information requirements cover this in more detail. | No action |
| SLP | 5 | MWAA | Definitions and elsewhere | Unacceptable anti-competitive discrimination between self-lay and corresponding company provision which arises because the MWAA requires SLPs to be accredited/hold WIRS which means that self-lay operatives require qualifications (with related costs and time delays) that are not necessary when companies, or their contractors, employ experienced workers to do work similar to that done by SLPs. | Requiring changing is either the basis water companies, or their contractors, are able to employ and immediately use operatives who do not hold Network Construction (Operations) Water NVQs or the MWAA terms/WIRS scheme requirements. | This is not within the scope of Ofwat's adoption code. Water UK has however commissioned research on accreditation and its impact on the market. | No action |
| SLP | 5 | WSG | Redress | Category 2 Redress provisions need to be enhanced such that genuine Redress is provided where companies do not do all that is reasonably practical to meet 'delivery dates' and/or fully, and promptly, engage with their customers once any delivery delays are identified. | A) Remove the disincentive on SLPs escalating delivery date non fulfilment (i.e. the further 5 days needed for investigations etc.) by allowing an interim revised 'delivery date' to be provisionally set whilst investigations/managerial engagement sees if the subsequently offered date can be bettered; and, B) Introducing provisions whereby a company clearly takes full responsibility and installs interim/temporary supply arrangements within 7 days of the set 'delivery date' when full and prompt customer engagement over a 'delivery date' miss has not happened; and, C) Remove the restriction in MWAA Clause 14.5 (which differs from the Redress arrangements) on customers claiming for losses should 'delivery dates' not be achieved and full and prompt customer engagement over a 'delivery date' miss has not happened. | We fail to understand how the changes suggested would improve these provisions. Customers have repeatedly told us that dealing with the problem is more important than receiving any form of monetary compensation. The redress procedures therefore focus on this. Accordingly, we do not accept that there is any disincentive to using those very procedures as is suggested nor do we understand how requiring a company to provide interim/temporary supplies responds to the range of failures that may give rise to redress. Finally, we have for the first time made a contractual commitment to the all-important delivery date and have provided for two mechanisms under which losses can be compensated. | No action |
| SLP | 6 | WSG | Status of Procedures | Remove the company specific non-standardisation/flexibility that arises because the detailed procedures are not (on implementation) being made mandatory. Note – this includes service connection stage processes (but is a much broader issue) | Make the water adoption arrangement procedures mandatory (and remove scope for local variations which arises because they are incomplete/only have 'guidance' status. | The procedures ARE mandatory as part of the WSG under the the Code. There is nothing equivalent at the moment so this is a step forward. Further work can be done | No action |
| SLP | 4 | DCS | Throughout | Avoid SLPs have to scour companies websites to find all the local information they need to supplement defined Adoption Arrangements documents. This arises because the DCS is not even as complete as the current Code of Practice and various documents give scope for companies to 'put information on their website' | Specify that all additional company specific information shall be published in a single document that is readily available on company websites alongside other local water Adoption Arrangements documents. Note – any such documents to be made available for stakeholder scrutiny a minimum of 3 months before Adoption Code implementation with a Water UK/company/customer task group set-up to refer back to companies abuses of the Code objective of minimising local practices. | To make things clearer around what water companies must publish we will develop a section within the WSG which lists all documents that water companies must publish, where it should be and what form it should take | Change to MI |
| SLP | 7 | DCS | 20.4.1 | It is not a 'Fair and Proportionate' approach that companies can control when construction pre-start meetings need to be held as this can unreasonably constrain SLP whilst they wait on water companies | Change the WCS wording to introduce a fair/balanced approach for the need to hold pre-start meetings and identify well in advance (at the agreement issue stage) where such meetings are required. | Agreed. Change to the wording has been made, however there is a need to hold a PSM should any party | Change to DCS |
| Water Company | 1 | WSG | Page 5, 3.2.8 | This sentence is not clear and requires redrafting to clarify the meaning. | As I don't understand what this statement means I am unable to provide an alternative. | This relates to work to provide pipes between the PoC for charging and the actual PoC. Additional wording provided to provide clarification. | Change to WSG |
| Water Company | 1 | WSG | Contestability Table, page 7 | Though it is covered in subsequent text to ensure clarity on the table itself it needs to be made known that the connections discussed on this table are under pressure connections. | | This is covered throughout the DCS and the inverse is stated - that if the connection requires a shut-off or affects the supplies of existing customers then it would not be permissible for a SLP to undertake this activity. | No action |
| Water Company | 1 | WSG | Table 4.1, page 11 | This graphic needs to be better presented as it is blurry. | | Agreed. | Change to WSG |

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| Water Company | 1 | WSG | 4.3, Page 13 | As the procedures are not mandatory I don't this statement can be included. | Remove reference to the procedures and only mention the DCS. | No, the procedures are mandatory but not subject to the contract | No action |
| Water Company | 1 | MWAA | Background, Statement H, Page 5 | We believe that the current statement needs to be revised to adequately cover risk to the water company and also include reference to the DCS. | After using its full discretion and satisfied that all requirements stipulated in this agreement, the Water Sector Guidance and Design & Construction Specification have been fulfilled. | Project team considers existing requirements cover the issue raised | No action |
| SLP | 4 | DCS | 9.8 (6) | The parameters to be used to define when a head loss calculation is required need to be stated (gradient/fall/rise exceeding), and a clear undertaking given as to what data will be provided by the water company NB energy line pressure head loss related to gradient by pipe type - most water companies have this in their own hydraulic models. Also pressure head at POC and velocity would be required. If these are to be assumed figures then the value of the exercise is questionable, and would appear only to be an impediment. | Clarify | Agree, Water Companies should share their own pipe sizing methodology and tools accordingly | Change to DCS |
| Industry Body | 1 | DCS | App 1 | Tables duplicate information. Needs tidying into 3 tables and duplicates removed. <ul style="list-style-type: none"> · Industry Standards (WISs and IGNs) · British Standards (BS and BS EN) · Other documents Unless required, it is suggested that the standards are not dated in order to maintain currency. | Edit text | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | App 1 Table "WISs and IGNs" | R128 is not a WIS or IGN | Delete from this table | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | App 1 Table "BS and BS EN Standards" | BS EN 806 is not relevant to the subject of this Code CESWI is not a BS or BS EN. Water UK / BPF National Joint Committee 2014 is not a BS or BS EN. | Delete from this table Move reference to CESWI to 'Other' Check document does not conflict with Code for Adoption documents and if relevant, move reference to 'Other' | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | App 1 Table "Other" | Specifications for polyethylene pipe and fittings – updated 2019. This is be updated regularly so we would propose a generic link to https://bpfpipesgroup.com/support-downloads/guidance-notes/ instead of the individual document. Specifications for PVC pipe and fittings – updated 2019. This is be updated regularly so we would propose a generic link to https://bpfpipesgroup.com/support-downloads/guidance-notes/ instead of the individual document. | Amend links | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | App 1 Pages D-41 to D-42 | BS EN 806 is not relevant to the subject of this Code BS EN 1057 is not relevant to the subject of this Code | Delete | BS EN 806 - as there is a requirement on SLPs to ensure there is "minimum pipework" internally before a connection is made, this could be helpful and is to be left in as a reference document BS EN 1057 - Agreed, will remove | Change to DCS |
| Industry Body | 1 | DCS | App 1 Pages D-41 to D-42 | BS 1042 & ISO 1745 needs correcting to "BS 1042-2.2:1983, ISO 7145:1982" and title checking. | Update | Agreed | Change to DCS |
| Industry Body | 1 | DCS | App 1 Pages D-41 to D-42 | BS 8588 "Polyethylene pressure pipe with an aluminium barrier layer and associated fittings for potable water supply in contaminated land. Size 20 mm to 630 mm." This replaced WIS 4-32-19 in 2017 and needs adding to the list. | Add to list. | Agreed. | Change to DCS |

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| Industry Body | 1 | DCS | App 1 Pages D-41 to D-42 | BS 8561 "Specification for mechanical fittings for use in the repair, connection and renovation of pressurized water supply pipelines. Requirements and test methods. This replaced WIS 4-32-19 in 2013 and | | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | App 1 Pages D-41 to D-42 | BS 5306 – check relevance to this code – delete? | Check and delete | Agree portable fire extinguishers are not part of this code | Change to DCS |
| Industry Body | 1 | DCS | App 1 Pages D-42 to D-43 | WIS 4-24-01 is withdrawn. WIS 4-31-08 is withdrawn. WIS 4-32-19 is withdrawn. | Delete | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | | WIS 4-37-01 is superseded – needs checking – delete? | Check and delete | Believed still relevant but have also added reference to BS 5834-2 | Change to DCS |
| SLP | 1 | WSG | 3.4 | Suggest removing clause 3.4 subcontracting as requirements for subcontracting are defined in Section 5 of WIRS requirements. | Remove clause 3.4 subcontracting and section 25 of Model Water Adoption Agreement | Need to cover this under the contract | No action |
| SLP | 1 | WSG | 4.1.1 & 4.1.3 | Suggest editing clause 4.1.1 and removing 4.1.3 as there is no reason why the procedures should not be binding on water companies. The whole point of the WSG is to drive consistency and not allow water companies to work to their own localised ways of working and it seems inappropriate for only certain parts of the WSG to be mandatory and not others. | The Water Companies have developed a set of procedures setting out the activities that shall be carried out by Water Companies, Developers and SLPs in order to allow Self-Lay Work to be delivered. These are set out in Appendix C (the Procedures). The Procedures are to be read in conjunction with the DCS in Appendix D. | The project team does not consider that the procedures can be made mandatory under the MWAA. They are not expressed in legal language and could conflict with the MWAA obligations. The key requirements are in any event part of the MWAA and therefore subject to legal redress | No action |
| SLP | 1 | WSG | Appendix A | Defined term for 'Designer' is incorrect as the designer is not appointed by the Developer, this is defined within CDM2015 regulations | An organisation or individual that prepares or modifies a design for any part of a construction project | Designer is appointed by the Principal Designer or Client | No action |
| SLP | 1 | WSG | Appendix A | Defined term for 'Principal Designer' is incorrect as the principal designer is not appointed by the Developer, this is defined within CDM2015 regulations. | Appointed by the client in projects involving more than one contractor. They can be an organisation or individual with sufficient knowledge, experience and ability to carry out the role | The Principal Designer is appointed by the Client, in the case of a Development / Site, the Client is the Developer | No action |
| SLP | 1 | WSG | 8 Model Water Adoption Agreement | I believe there should also be some form of agreement (e.g. Model Water Connections Agreement) for the requisition framework route between the Developer and the Water Company which would define responsibilities for accredited and non-accredited work. This would balance the need for the MWAA in the self-lay route. | An additional paragraph is required to cover this element and an additional agreement needs to be developed from the MWAA to cover this scenario. | This is outside the scope of the Ofwat water adoption code | No action |
| SLP | 1 | DCS | 7. Reference Documents | I would disagree that the DCS should take precedence over those reference documents listed in Appendix 1. The information within the DCS should have been derived from those listed in Appendix 1 so they should take precedence. Would it not be better to include an Engineering Requirements Hierarchy as suggested opposite for clarity | See right | MWAA deals with hierarchy of documents for the purposes of the Code. This broader hierarchy is a matter of general law. | No action |
| SLP | 1 | DCS | 8. CDM Regs 2015 | Designer duties are clearly stated in the CDM regulations so there is no need to include selective parts of designer duties nor any other duty holders in WSG. The statement opposite will suffice in place of the whole of section 8. SLP's will agree CDM responsibilities in its contract with their client on a project by project basis. | All duty holders should comply with CDM Regulations 2015. | Fundamentally disagree. " CDM applies" is not enough as we have numerous examples where the the issue is clouded due to the fact that the Water Company has a say in designs. This means that it is not a straightforward Client / Principal Designer / Designer relationship and therefore it is important to set out clear responsibilities for the identification and mitigation of site risks to health and safety during the construction and management of any new assets. | No action |
| SLP | 1 | DCS | 9.1 | The end of the paragraph states 'an application form available from the company website shall be completed which is used to identify the minimum inflow of information to begin the design process relevant to the route of delivery of the design'. As the WSG states the minimum information required surely it is possible to have one national application form for this function and all other stages as this should be consistent across all water companies. | Water companies to develop common set of forms for SLP process | Agree that this is something we should look to do as the next stage in the development of national adoption standards | Panel Action |

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| SLP | 1 | DCS | 9.2 | There is no guidance in this section with regards to self-serving a point of connection as stated as an option in procedure stage 1c. This should also be listed in the ACS to highlight this work can be done by the Developer/SLPs. Also, water companies should provide access to their asset records/provide these free of charge to enable SLPs/Developers to self-serve costings using water company published charges | Guidance is required on how this is done and what are the implications of self-serving. Update ACS table. | Water Companies and search companies provide asset map information but there is a cost to this service. Making this free of charge is out of scope of the Code for Adoption and a matter for individual companies. However, the ACS can be updated to reflect that this is an area of contestable activity as is correctly pointed out. | Change to ACS |
| SLP | 1 | DCS | 10.4 | I think the units of measure are incorrect. The average daily demand per household should be expressed as litres and not litre/sec when multiplying litres (X) by the number persons per household (Y). | Suggest including a worked example to make this clearer for the reader. | Agreed. | Change to DCS |
| SLP | 1 | DCS | 10.7.1 | The source pressure needs to be provided by the water company when they provide the point of connection. It is not possible to calculate the maximum design pressure or take into consideration the effect of increases in altitude without this information. This should also be stated in the Appendix E – Minimum Information, stage 1C, Provide POC report including... | The source pressure shall be provided by the Water Company in their point of connection offer. | Agree. Clarified when this should be identified by the water company but it isn't in every situation as usually it is not required. | Change to DCS |
| SLP | 1 | DCS | 11.3 | Paragraph 3 regarding new mains in shared driveways where multiple plots are to be served needs to include a clear definition of where this can be allowed | New mains and services shall only be installed in shared driveways / unadopted areas where 2 or more premises are to be served and the communication pipe (i.e. that part of the service pipe outside the boundary of the premises being served) would be longer than 10m. | Agree that this would be useful but water companies currently want different things. This is something for the next stage of industry standardisation. | Panel Action |
| SLP | 1 | DCS | 11.5 | Paragraph 1 needs editing as it is not possible for a designer to assure water will turnover within x days following commissioning. Once a new main is connected and vested by the water company it is the water company's responsibility to ensure it delivers wholesome water for consumption. Information can be provided by the SLP/Developer, i.e. connection programme, but it is the water company that should advise if a flushing programme is required and agreement made with regards to who will complete this work. Also 'operating live network' is classed as red in the ACS table which contradicts the statement that the SLP shall be responsible for carrying out flushing and operating of valves. | Water UK should decide how to reword guidance in 11.5 to ensure consistent guidance within the WSG documents | Agree that the wording here isn't helpful or clear | Change to DCS |
| SLP | 1 | DCS | 12.2 | Paragraph 1 advice regards the depth of service pipes is incorrect and not consistent with Water Regulations and is not governed by Streetworks UK guidance | Service pipes shall be installed at a depth of 750mm to 1350mm from the finished ground level in accordance with Water Supply (Water Fittings) Regulations 1999. | Agreed. | Change to DCS |
| SLP | 1 | DCS | 13.5 | Material for backfill should be in accordance with Specification for the Reinstatement of Openings in Highways, not HAUC standards | Materials for used for bedding shall conform to WIS 4-08-02 and backfill material shall be in accordance with Specification for the Reinstatement of Openings in Highways as published by the Department for Transport. | Agreed. | Change to DCS |
| SLP | 1 | DCS | 13.6 | Ducts – this general advice isn't useful, specific requirements would be better | It would be useful to include a table stating duct sizes for different water service/pipe sizes | Agreed however as water companies use different pipes sizes they will need to insert their own relevant duct sizes to match. | Change to DCS |
| SLP | 1 | DCS | 15.2 | Location & Flow from Hydrants – there is no cross reference here in relation to existing Water UK Guidance: https://www.water.org.uk/guidance/national-guidance-document-on-the-provision-of-water-for-firefighting-3rd-edition-jan-2007/ Do any water companies endeavour to comply with the guidance with this document, in particular those details referenced in Appendix 5 regards flow from fire hydrants. | Water UK should decide how to reword guidance in 15.2 | Agreed, added reference to this guidance | Change to DCS |
| SLP | 1 | DCS | 15.4 | Final paragraph incorrectly promotes the SLP designer to seek advice from a specialist sprinkler system provider when this should be the developer. | It is recommended that the Developer seeks advice from a specialist provider of sprinkler systems where one is required. | Agreed. | Change to DCS |
| SLP | 1 | DCS | 17.3 | The guidance is very generalised and would be better if sampling parameters were specified | Include table detailing sampling required and relevant parameters. | Agreed | Change to DCS |
| SLP | 1 | DCS | 17.4.2 & 17.4.3 | Why is further guidance needed as stated in these paragraphs when all sufficient guidance is provided for in IGN 4-01-3 and hygiene requirements are also stated in 17.4.4 | Suggest removing these paragraphs. | Agreed that we follow the IGN and reference this | Change to DCS |
| SLP | 1 | DCS | 17.4.4 | Disinfection & Hygiene Procedures - there is no cross reference here in relation to existing Water UK Guidance: https://www.water.org.uk/guidance/principles-of-water-supply-hygiene/ Is it not best practice to both water companies and SLP's to work from the same guidance? | Water UK should decide how to reword guidance in 17.4.4 | Agree, similar to above we will include direct reference to existing guidance | Change to DCS |

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| SLP | 1 | DCS | Throughout | Avoid SLPs have to scour company websites to find all the local information they need to supplement defined Adoption Arrangements documents. There are too many comments allowing water companies to simply 'put information on their website' | Specify that all additional company specific information shall be published in a single document that is readily available on company websites alongside other local water Adoption Arrangements documents. | To make things clearer around what water companies must publish we will develop a section within the WSG which lists all documents that water companies must publish, where it should be and what form it should take | Change to WSG |
| Water Company | 1 | MWAA | Clause 5.9 | Clause 5.9 dealing with Water Company stepping in to obtain land rights does not state that the Developer/SLP will be responsible for the Water Company's costs. Is this intentional, or an omission? | Request for clarity. | Wording added to clarify cost respon | Change to MWAA |
| Water Company | 1 | MWAA | Clause 10.1(c) | Clause 10.1(c) includes a proviso that the Parties have used reasonable endeavours to obtain street works rights, but does not cover the possibility that reasonable endeavours have not been used. What is the effect on the Delivery Date in that scenario? | | The water company has a contractual duty to meet the Delivery Date. | No action |
| Water Company | 1 | MWAA | Clause 10.3(a) | Clause 10.3(a) states that the SLP shall not make a Final Connection unless the Water Company has confirmed that it is not satisfied with the test results. This should be reversed to say that the SLP shall not make a Final Connection unless the Water Company has confirmed that it is satisfied with the test results. | Reverse wording to say that the SLP shall not make a Final Connection unless the Water Company has confirmed that it is satisfied with the test results. | Agreement provides that SLP can proceed unless one of the specified events happens. No obvious reason to change this balance of responsibilities. | No action |
| Water Company | 1 | MWAA | | Has any consideration been given as to whether the agreement is a Construction Contract under the Housing Grants Construction & Regeneration Act? If it is a Construction Contract, dispute resolution by adjudication, and stage payments may become terms of the agreement. It is ok to leave the MWAA silent on this, provided that the risk of it being considered a Construction Contract is understood. | | Yes, analysed in detail. This is not a Construction Contract, as defined. | No action |
| SLP | 1 | Minimum Information | Page 2 | Minimum information for a pre-planning enquiry states a CAD drawing is required. We believe this to be unreasonable as, in our experience, many of these enquiries are at very early stages to check viability before starting design work and therefore a CAD site plan would not have been produced? | Remove the requirement for a CAD drawing and replace with a PDF of the proposed site boundary | Agreed. | Change to MI |
| SLP | 1 | DCS | Page 3 | The contents page is inaccurate. Specific example of this is section 9, design process only goes to 9.6 but there are sub-sections up to 9.11 | Amend | Agreed. | Change to DCS |
| SLP | 1 | DCS | 9.9 | The minimum drawing standards noted are currently not adhered too by Water Companies. In our experience we do not see the following items as a standard on all designs: 2, 6, 10, 11, 13, 14, 15, 21, 22, 23. Firstly, this level of detail makes this activity a lot more costly for SLP's than it ever has been for Water Companies so should these be relaxed somewhat? Secondly, are these standards to be complied with by all Water Companies as well as SLP's / NAV's? If not, we deem this to be anti-competitive | Change 1: Removal of items 2, 11, 21, 22, 23. We do not believe these items are necessary Change 2: Confirmation that compliance to these standards is required by all SLP's, NAV's and Water Companies. Additionally, confirmation from Water Companies that they will comply | Agree with some but not all, changes will be made. While the code cannot mandate what Water Companies include on a drawing this has been developed with Water Companies and follows their best practice. We therefore anticipate that Companies will require this set of information on a drawing whether for their own construction or construction by SLP. | Change to DCS |
| SLP | 1 | DCS | 10.1 | Why are the material type's required not a standard across the industry? Current allowance for flexibility between Water Companies should not be required in our opinion | All Water Companies to use a standard material type. The only change to the standard material should be when site conditions determine this, and again, even in this instance, the proposed material type should be standard for all Water Companies. | Agree this would be useful. Reg 31 compliant as a minimum but differing company policies mean we aren't there yet. | Panel Action |
| SLP | 1 | DCS | 10.5 | Guidance has been provided for pipe sizing for individual residential dwellings only, with no standard allowance for multi-occupancy dwellings or commercial units. This essentially makes it impossible to size pipework for the vast majority (if not all) standard residential development sites as these will almost always contain multi occupancy dwellings and frequently, commercial units | Standard sizing parameters for multi-occupancy dwellings and commercial units to be provided. Geography and existing network parameters are not a factor in this | Desirable and agree something the industry needs to look at. Usually the customer would define the demands required as this can vary even with the same property type depending on fittings, storage, process use. | Panel Action |
| SLP | 1 | DCS | 11.3 | Step change for Dual mains to now be allowed as a 'last resort' is noted and welcomed. We are slightly sceptical that this will be allowed as generally Water Companies refuse this approach | Further detail on what conditions are deemed acceptable for dual mains to be used to ensure that Water Companies accept these more frequently | Dual mains would be accepted where there is a defined reason for not being able to cross a road i.e. structure in the way | Change to DCS |
| SLP | 1 | MWAA | Section 7.2 | This mentions that notification of proposed works will now be by weekly whereabouts. Currently whereabouts are issued along with a large number of notifications for specific activities. Are we just to issue weekly whereabouts only and notifications are now not required or will specific individual notifications still be required? | Further clarification required regarding whether notifications will still be required or if whereabouts replaces the need for this | Weekly Whereabouts does not replace the specific individual notifications. | No action |
| SLP | 1 | WSG | Section 4.1.3 | It is stated that 'It is intended' that procedures will become mandatory, however, all feedback would suggest that this is an absolute requirement to allow fair competition and consistency across all Water Companies, so this feels too woolly. | Remove the section of the sentence that says 'It is intended that' so that we know it will be achieved. The sentence will now read, 'The procedures will be refined and become mandator for all self-ay work. At this point, compliance with the procedures will be required under the MWAA.' | he procedures ARE mandatory as part of the WSG under the the Code. There is nothing equivalent at the moment so this is a step forward. Further work can be done via the Panel. | No action |

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| SLP | 1 | WSG | Section 4.2 | Water companies publishing their own procedures for calling off service connections leaves this wide open for inconsistency | Standard process developed for this | We agree that this is desirable but a) we are requiring current processes to be published and b) this can ideally be harmonised over time via the Panel. | Panel Action |
| SLP | 1 | LOS | Service Measures SLPM-S1/2 & S2/2a | It was our understanding that these should be chess clock. It is more concerning that these items are not chess clock than SL2/2b as these items spend longer with Water Companies and therefore there is a higher chance for timescales to extend | Change these to a chess clock approach aswell | The only metric that is "chess clock" is now "S2/2b Design acceptance" because this is when a "conversation" between the SLP and Water Company is taking place. Following customer feedback it was felt that this is sometimes used as an opportunity for the Water Company to give itself more time to do the job. By having a chess clock approach it ensures that the acceptance sits with the Water Company for no longer than a total of 14 days. S1/2 - Review POC proposal - this metric is currently 21 days in the Water UK measures so we have taken customer feedback on board reduced it by a week given that a pre-planning enquiry should already have been submitted by the Developer. As this is a simpler "application" from an SLP which is either "complete or not complete" rather than a Design acceptance where a conversation will be taking place, the decision was made to give the water company time to accept the complete application (S1/1) but once that acceptance has been given, the Water Company cannot reject it as incomplete - doing so and failing to respond within the 14 calendar days would result in a failure of the metric by the Water Company. S2/2a - Provide design - similar to the above, as the Water Company has an opportunity to assess the application for a design (S2/1a), once it has declared that a complete application it must produce the design within the agreed SLA. Failure to do so would result in a fail on the Water Company so therefore a chess clock measure is not required. | No action |
| SLP | 1 | LOS | SLPM – S2/2b | This has been changed to a chess clock approach, however, it runs concurrently with S2/1b which has the ability to be reset when sent back to the SLP. So as a worst case scenario, if on day 4 the Water Company was to send back to the SLP requesting more information, this could be done multiple times and then this would reset the clock each time and therefore start the 14 calendar day timescale again each time. Can you confirm if our assessment of this is correct or whether the chess clock approach overrides the reset approach to S2/1b? | If our assessment is correct either a) remove S2/1b all together or b) allow only 1 review of initial information and all subsequent requests for more information are dealt with under the chess clock section | Needs clarification, we agree. Driving this behaviour is not the intention but could be interpreted as such. The 5 day period is to assess whether the SLP has submitted all documentation and the application is complete. The "chess clock" aspect of this is to allow the time for technical discussion and design changes to be made without being detrimental to the SLP. Clarified this in Appendix G. | Change to LoS |
| SLP | 1 | LOS | S6/1 | This is the only measure that doesn't make a distinction between calendar and working days? Please confirm | Add in ether calendar or working days | Day is defined as working day unless specified | No action |
| SLP | 1 | DCS | Entire Document | With 24 items in this document still up to Water Companies to insert their own approach, we still believe this document to be missing the mark in terms of bringing consistency across the industry. Some items such as 'Depth of Main', 'routing principles', 'distance of mains from structures', 'regularity of fittings' seem strange that we can not get to an agreed position on this? | Agree a standard approach to most of the items that are currently Water company specific. The way this document is currently written undermines the desire to create greater consistency | Agree that finding further areas of consistency is desirable and this is a key recommendation to the Code Panel. We have removed numerous areas of water company-specific sections within the | Panel Action |
| Water Company | 1 | WSG | Section 3.4 | If the Water Company has had a poor experience of a sub-contractor being used by a SLP, can the Water Company refuse the sub-contractor. | Confirmation from Water UK working group required. | This is under the SLP's responsibility. No water company veto is being proposed. | No action |
| Water Company | 1 | Procedures | Stage 1b | Accredited activity (SLP) last green box, why does it not reference ACS? (Accredited Contestable Summary) | Confirmation from Water UK working group required. | Agreed, made change | Change to Procedures |

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| Water Company | 1 | DCS | 9.9 Bullet point 10 | Should be all service connection shown irrespective of size? | Confirmation from Water UK working group required. | All locations are required but size is only required if >25mm | No action |
| Water Company | 1 | DCS | 11.4 | Can we specify a maximum cover, suggest 1.5m | Confirmation from Water UK working group required. | No, we are working to Streetworks UK guidance which sets the maximum depth. We have made this clear in this paragraph. | Change to DCS |
| Water Company | 1 | DCS | 11.9 | Suggested wording for inclusion on standard statement Air Valves – At high points and significant changes of vertical direction | Confirmation from Water UK working group required. | Agreed. | Change to DCS |
| Water Company | 1 | DCS | 17.4.2 | Bullet 5 – should it read 1.5 X rated pressure or rated pressure + 5 bar? | Confirmation from Water UK working group required. | Agreed. As covered in IGN-4-01-03 | Change to DCS |
| Water Company | 1 | DCS | 17.4.3 | Bullet 4 – Service pipe tests, test to 18 bar! This needs reviewing, not sure this is currently being undertaken. Are SLP's already doing this? | Confirmation from Water UK working group required. | As covered in IGN-4-01-03 | No action |
| Water Company | 1 | LOS | SLPM S4/1 | How are the following scenarios managed with the 28 day and right day metric: o Legal agreement returned 6 months later o Third party land entry, 21 days notice required o Extensive offsite o Streetworks Notice – standard notice/3 month notice Is the proposal that water companies need to proceed in some circumstances without the returned legal agreement on works that have a risk to 28 day delivery? | Confirmation from Water UK working group required. | o Delivery Date will move with it to 28 days after the date it is returned o Companies have 42 days minimum notice from application so planning early is important. However if this is not possible and can be evidenced for good reason then clause 10.1 (a) in the MWAAs allows for this o Needs to be planned early o MWAAs 10.1(a) Yes but with the signed application form to cover the risk of wasted costs | No action |
| Water Company | 1 | MWAA | 3.3 | Formatting incorrect | Align font and formatting to standard body text. | Agreed | Change to MWAA |
| Water Company | 1 | MWAA | Schedule 5 – Dispute Resolution | Surely, for consistency it is best to align all Water UK standard terms to the same set of DRP rules. | Simpler version of DRP in the Bulk supply discharge agreement. Would it be easier to simplify MWAA to standardise? | Dispute process has previously been | No action |
| Water Company | 1 | MWAA | Schedule 5 4.3 (a) | (CEDR) align to bold and quotation marks as per other in document defined terms. | Change to (“CEDR”) | Agreed | To be changed before implementation |
| Water Company | 1 | DCS | 8.1 | How would we gather H&S file information? Do we need to accept we won't recover this? | Add requirement to pass any H & S file information to the adopting water company? | Re-draft to include requirement to make WC aware of any "non-standard method of operation of Self-Laid Works" | Change to DCS |
| Water Company | 1 | DCS | 8.1 | Ensure that the design includes adequate information about any aspect of the project, structure and all materials which may affect Health and Safety of persons during the construction | Similar to the above need to add reference to maintenance and demolition of the structure. | See above | Change to MWAA |
| Water Company | 1 | DCS | 10.1 Para 4 | The para <i>For the Water Company approved Permissible Materials, see page 17, section 11, Pipe Material Selection</i> does not appear to be required. | Delete paragraph. | Agreed. | Change to DCS |
| Water Company | 1 | DCS | 11.4 | Amend to 750mm for PE pipes or 900mm where there is a risk of damage i.e. from agricultural activities. All DI mains should be installed at 900mm cover. | Amend | Use Streetworks UK | Change to DCS |
| Water Company | 1 | DCS | 11.13 | There needs to be clearer directions as to how the process of acquiring any necessary easements is dealt with and who is responsible for costs etc. We can't allow any ambiguity so that these costs get passed to the Water Company. | Any easements required will be obtained by Water Company (at the expense of the SLP/Developer which will include any consideration payable for the grant of easement and all legal costs and surveyors fees incurred in relation to the documentation required). The easements must be granted direct to the Water Company and be entered into | Each Water Company sets out their own charging arrangements and this would be picked up as part of that. | Change to DCS |
| Water Company | 1 | DCS | 12.1 para 6 | Consider amending to Joint communication pipes may not be used to reduce road crossings unless agreed by United Utilities in which case each property must receive an individual supply pipe and meters (if applicable). | Collectively agree and amend – we request some yellow highlight here to allow us to set our own parameters? | Agree. Clarified by adding in water company section in paragraph 12 to allow local requirements to be set. | Change to DCS |
| Water Company | 1 | DCS | 17.2 | It is not clear what is required here. This may need expanding. | We think this should be removed. Creates uncertainty and confusion. The only time we would expect a main to be swabbed would be to remove air to facilitate a valid pressure test. | Agreed. | Change to DCS |

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| Water Company | 1 | DCS | Appendix 1 | CESWI should include UU amendments. | Each Water Company publishes their amended version of CESWI on the website and this should be a requirement of the code (or to make clear that they do not have any amendments). | Agreed but this is referred to on the W/Rc website. | No action |
| Water Company | 1 | ACS | ACS | <ul style="list-style-type: none"> • Training around SLPs working – Practical CALM training • Pipe size / risk definition | <ul style="list-style-type: none"> • Make provision for Network operative training requirements to be defined • Defined measurements of pipe diameter - OD or ID, mm or inches? • General clarification on pressure/pipe sizes and working on those | Reference to valve ops in 11.7. Will add valve ops as a line in the ACS table and refer to 11.7 in the text. Will also clarify the notes around pipe diameters | Change to DCS |
| Water Company | 1 | MWAA | 4.1 | Should this state "Each Party warrants to the other Parties...?" | Change | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 7.2 | We consider that 3 calendar days' notice of commencement of works is insufficient. If the notice was issued on a Friday prior to a bank holiday the Water Co. would not receive it until the day of commencement | We suggest that <u>all days</u> within the document (except for those that deal with payment dates) should be working days. Whether or not this is implemented, we believe that a minimum of <u>three working days</u> should be built into any defined timescale. | The norm is Friday notification in relation to Monday's operations. But, individual companies can agree their own notification schedule. | No action |
| SLP | 1 | WSG | Section 3 | Lack of detail in contestability in source of water connections. | Balance of power to restrict this type of work lies with the companies, suggest a common approach for connections as in the gas industry and the national NP14 documents. | Current WSG substantially clarifies contestability. No further change being proposed at this stage. Comment does not suggest specific changes to current documentation. | No action |
| SLP | 1 | MWAA | Definitions and elsewhere | General comment with regards to the signing and posting of Adoption Agreements | Adoption Agreements needs to be modified to facilitate electronic signatures as the accepted norm and physical signing only if requested by the SLP or Developer.. | Agreed in principle but many companies not yet set up to do this. Can be dealt with electronically by agreement, however. Also, maybe something for the Panel. | Panel Action |
| SLP | 1 | MWAA | Schedules | General comment with regards to the lack of detail or prescription in respect of the schedules | As the schedules are the only part of the document that will vary from the template the content of the schedules should have been well constructed and formatted such that they would be an important reference point for the parties in what project specific arrangements are being agreed, the pages are generally blanks and will in most cases remain so in use based on experience to date. Schedule 5 should be pre-completed by Generic roles in the companies and not as it appears a page to be completed on every occasion. | There is broad agreement that a pro-form model schedules would be helpful in support of the parties to a WAA and the agreement generally and would recommend that this workstream is referred to the Panel for further consideration. | Panel Action |
| SLP | 1 | WSG | Redress | Although I fully support the idea Redress in principle, I still do not believe this is enough of a deterrent to make water companies deliver the source of water branch connection on the agreed date. | Redress should have automatic triggers and associated payments and where SLP's have suffered greater losses then a follow-on process for further redress. | see comment in response to FWC | No action |
| SLP | 1 | DCS | Throughout | Why can water companies not 'standardised' throughout the whole design and construction phase. | To move further on standardisation the national design and construction manual should be adopted without alteration by Water Companies with company specific information published as a very brief addendum and the Panel should take a view on what is appropriate for inclusion in the content of addendums. | Agree that further standardisation is desirable and it is not something that water companies are against. Once all DCS documents are published in this format the recommendation is that the Panel looks to further standardise the DCS further in future. | Panel Action |
| SLP | 1 | DCS | Throughout | Service connections? Why do some water companies insist on payment upfront and other water companies issue invoices after connection? | | Payment terms are for the water company Charging Arrangements | No action |
| SLP | 1 | Panel ToR | App H | On the basis it is not a 'Fair and Proportionate', the structure of the WSG Panel looks unbalance. | Propose 3 water companies, 3 SLPs & 3 developers with a high level of flexibility built | This proposal is not compatible with the code | No action |

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| SLP | 1 | DCS | 20.4.1 | I believe water companies will use pre-start meetings as a control point in that SLPs will be prevented from starting a development until said meeting has been held. The vast majority of pre-start meetings are generic (especially for small sites or larger SLPs). | Change the WCS wording so that if a pre-start meeting is required then this should be identified well in advance (at the design approval stage). Furthermore, pre-start meetings should be dictated by the SLP in respect of if the SLP feels a pre-start meeting is required. | Agreed. Change to the wording has been made, however there is a need to hold a PSM should any party require it - SLP, Developer, Water Company or Landowner. Agree that it needs to be made more "fair and proportionate" and the change made aims to achieve that. | Change to DCS |
| Industry Body | 1 | MWAA | Definitions and elsewhere | It does not satisfy the Ofwat Code's 'Fair and Proportionate' or 'Level Playing Field' requirement for the Adoption Agreement to specify that SLPs need be accredited/hold WIRS as this requires SLP operatives to hold NCO(W) qualifications which are not a requirement when comparable work is done directly by water companies (or their contractors). Whilst WIRS does much to raise confidence that SLPs have the required competence and capability to do self-lay works the operative competence and training requirements needed to hold WIRS restrict connections competition. This arises from SLPs having to satisfy WIRS requirements regarding minimum operative qualification criteria which do not apply when companies employ experienced operatives themselves. Whilst WIRS does much to raise confidence that SLPs have the required competence and capability to do self-lay works the operative competence and training requirements needed to hold WIRS restrict connections competition. This arises from SLPs having to satisfy WIRS requirements regarding minimum operative qualification criteria which do not apply when companies employ experienced operatives themselves. This situation is an entry barrier to SLPs and is currently a major issue for them (which Ofwat has advised is best addressed through the new Adoption arrangements). Repeated requests have drawn this issue to the attention of Water UK/companies and considering it as 'out of scope' is not acceptable to the self-lay community. This is because it is viewed by SLPs as a clear breach of the Competition Act Chapter I prohibition on "decisions and concerted practices between or among undertakings or associations of undertakings which have as their object or effect the restriction, distortion or prevention of competition". It is therefore imperative that arrangements are made to address this issue before new Adoption Arrangements can be viewed by the self-lay community as fit for implementation. | Before implementation of the new adoption arrangements a means needs to be found to remove this anti-competitive factor and allow SLPs to recruit and deploy experienced labour on the same basis as water companies. The SLP preference is for companies, and their contractors, to train their operatives to the same standards required for WIRS accreditation with a requirement to exchange information on operatives competencies when they change from being employed by a company, or their contractors, to work for a SLP. Note – the need to address the NCO(W) operative qualification disparity as part of the Adoption Code proposals was stated in a letter from Michael Deakin at Ofwat to FWC on 12 February 2019. This followed a formal referral of the matter to Ofwat when it was realised that the January 2019 submission of Adoption Arrangement proposals ignored this issue. | Not addressed here as no specific changes to the documentation are proposed. | No action |
| Industry Body | 1 | WSG | Redress | The Category 2 Redress Provisions are not sufficient to prompt companies to ensure that any service delivery failures are promptly attended to and appropriate remedial action taken to ensure that SLP provision is not subject to further delays. Hence we do not consider that the requirements in the Ofwat Code on Redress have been fulfilled. Specifically the procedures do not:- a) cover situations where delays arise after a 'new' date has been offered; or, b) make any allowance for the extra delays which will occur waiting on the company to provide all the required information should the SLP escalates a referral. | WSG Section 10.1.2 (first bullet) be amended to read "within one working day of the envisaged failure being identified, the water company" (so putting the emphasis on early reporting, rather than 1 day after a completely missed target); and, WSG Section 10.1.2 (final bullet) the choice be opened up such that SLPs do not just have a binary choice of either accepting what is offered or taking up escalation to the Compliance Manager (and waiting days whilst reports etc. are provided). Instead the Compliance Manager should be able to do an interim review and decide within a maximum of 48 hours whether the offered new date can be bettered or temporary 'workarounds' actioned at the water company expense. A further bullet point needs to be added giving a guarantee that any deferred date, once set, will always be honoured. | while these provisions have not changed since last consultation, we have added a new 10.3 to reflect this concern | Change to Panel ToR |
| Industry Body | 1 | MWAA | MWAA 14.2 | MWAA agreement precludes SLPs from making claims across a number of headings (various losses etc.) which the Redress provisions permit should a water company failure have a serious impact on the SLP/developer. This exclusion in the MWAA (whose status is higher than the Redress Provisions document) is unacceptable and fails the Ofwat 'Fair and Proportionate' requirement. | Modify MWAA Clause 14.2 to permit any claim being able to be made by SLPs and/or developers which are allowable under the current, Category 2, Redress provisions. | As noted earlier, this is not a construction contract but an adoption agreement. Thus, standard delay payment arrangements from construction sector are not appropriate. But, new regime provides a number of routes for losses to be recovered- refunds of fees in some cases, claims for direct losses under the MWAA, awards under company complaints procedures. All of this is a significant advance on the current position. | No action |
| Industry Body | 1 | WSG | Status of Procedures | It is not acceptable to introduced standardised new arrangements which do not make (see 4.1.30) published procedures mandatory for all self-lay work. This is because allowing, as currently exists, much local interpretation will mean that the Ofwat Code principles of having arrangements that are 'clear, complete and current' and 'Predictable and Transparent' will not be being satisfied. | Change the status of the proposed procedures so that they are on implementation mandatory (and not left as something that the Panel either may, or may not, make mandatory at some time in the future). | The procedures ARE mandatory as part of the WSG under the the Code. There is nothing equivalent at the moment so this is a step forward. Further work can be done via the Panel | No action |

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| Industry Body | 1 | DCS | Service connection processes | Further to the (status of procedures) above it does not satisfy the Ofwat principles for the Adoption proposals to permit companies to "publish their procedures for calling off service connections on their individual websites" or for SLPs to have to access other sources (possibly different with each company) to determine how individual companies operate Stage 7 (covering Service Connections) of the published Adoption Procedures. | A prescribed format needs to be specified for all supplementary information companies need to provide and this needs to be in a document prescribed in the procedures. This could be titled "Company Specific Water Adoption Guidance (or CSWAG)" and placed on company websites alongside other Adoption Code documents. The CSWAG shall fully detail the Stage 7 service connection procedures for each company and shall be the only source of published company specific information, including local forms etc., that SLPs will need to access (in addition to the other documents specified in the approved water adoption procedures). | We agree that having things in one place although do not understand the objection to the Code mandating that water companies must spell out their procedure for reporting service connections as this was something specifically asked for by FWC. However, to make things clearer around what water companies must publish we will develop a section within the WSG which lists all documents that water companies must publish, where it should be and what form it should take. We will add "Stage 7 - call off of service connections" to this | Change to MI |
| Industry Body | 7 | DCS | 20.4.1 | It is not a 'Fair and Proportionate' approach that companies can control when construction pre-start meetings need to be held as this can unreasonably constrain SLP whilst they wait on water companies attending a meeting (to run through information that is routinely already known). So the decision about holding this meeting needs to be removed from the 'critical' delivery path. | If a need for a pre-start meeting is identified (because the SLP is new, or there are site specifics) this should be identified when the agreement is issued. So the procedures need amending to show this and amend the first part of Section 20.4.1 to read "a pre-start meeting shall apply to sites where the need for the meeting was identified by the water company when the site agreement was issued. Any such meetings shall be held within 5 days of a SLP request and they shall be permitted to advance the works if a water company cannot meet with them until after this time". | Agreed. Change to the wording has been made, however there is a need to hold a PSM should any party require it - SLP, Developer, Water Company or Landowner. Agree that it needs to be made more "fair and proportionate" and the change made aims to achieve that. | Change to DCS |
| Industry Body | 1 | DCS | Throughout | The DCS document allows too much scope for local practices, specifically ones that are already covered within the current Self-Lay Code of Practice and allows companies freedom as to where they publish their local requirements (i.e. sometimes in the DCS but also elsewhere on their website). The template DCS is therefore not to a 'good industry practice' and consequently fails the Ofwat Code principle for the arrangements to be 'clear' | The DCS needs to be reviewed in collaboration with customers to ensure that the scope of what can, as local practices, be inserted by companies and that all companies publish their information in ways that are consistent. Note – the existing Code of Practice specification has gone through a number of iterations to be a succinctly detail requirements. It is disappointing that the benchmark standards from this document have not been followed through. | Disagree. This document has based many of the sections on the Code of Practice but in going further and trying to be more specific has opened up areas of deviation. However, these areas of deviation are now clear to customers and can be found quickly due to a template being used across the industry. | No action |
| Industry Body | 1 | DCS | Design content | The DCS document, in relation to design activities, both specifies practices that a water company designer would not themselves do and does not cover all types of connections a SLP typically makes. | Restrict the DCS content, in terms of how networks are to be designed, to fully match the way water company designers work. (This usually means following an empirical approach rather than designing from hydraulic principles). Also to specify how all types of development connections are to be sized. This includes large diameter supplies to flats, offices etc. Furthermore to set-out the design principles in a succinct way, ideally following the benchmark principles used in the current self-Lay Code of Practice. | Agree that water companies cannot request that SLPs design in a way that they themselves do not. However in previous consultations water companies have been asked whether a hydraulic approach is appropriate and have responded positively as being something they do already / would rather do. The approach to designing water mains should not be any different whether for new development (SLP / water company design) or rehabilitation or any other capital works and we believe that this presents a consistent approach for all water designers to follow. However, if a water company wishes to move to an empirical approach then, as suggested by customer representatives in this consultation, this is something we will insert the capability to allow. | Change to DCS |
| Industry Body | 1 | General | General | 1. Anti-competitive discrimination between self-lay and corresponding company provision arises because self-lay operatives require qualifications (with related costs and time delays) that are not necessary when companies, or their contractors, employ experienced workers to do work similar to that done by SLPs. | A statement confirming that the issue is recognised to be issued by Water UK/companies and that it will be addressed (either through WIRS scheme changes or changes to company practices) prior to the new Adoption Agreement being implemented (i.e. by April 2020) in ways which remove the current anti-competitive practice to the satisfaction of SLPs. If this is not done by April 2020 then the requirement for SLPs to hold WIRS, or be otherwise accredited, has to be removed from the MWAA. | Not in scope of the Ofwat Adoption Code | No action |

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| Industry Body | 1 | General | General | 2. Redress provisions need to be enhanced such that genuine Redress is provided where companies do not do all that is reasonably practical to meet 'delivery dates' and/or fully, and promptly, engage with their customers once any delivery delays are identified. | A) Remove the disincentive on SLPs escalating delivery date non fulfilment (i.e. the further 5 days needed for investigations etc.) by allowing an interim revised 'delivery date' to be provisionally set whilst investigations see if this can be bettered; and, B) Introducing provisions whereby a company clearly takes responsibility and installs interim/temporary supply arrangements within 7 days of the set 'delivery date' when full and prompt customer engagement over a 'delivery date' miss has not happened; and, C) Make it clear that customers can claim for their losses should 'delivery dates' not be achieved and full and prompt customer engagement over a 'delivery date' miss has not happened. | We fail to understand how the changes suggested would improve these provisions. Customers have repeatedly told us that dealing with the problem is more important than receiving any form of monetary compensation. The redress procedures therefore focus on this. Accordingly, we do not accept that there is any disincentive to using those very procedures as is suggested nor do we understand how requiring a company to provide interim/temporary supplies responds to the range of failures that may give rise to redress. Finally, we have for the first time made a contractual commitment to the all-important delivery date and have provided for two mechanisms under which losses can be compensated | No action |
| Industry Body | 1 | General | General | 3. Restrict the flexibility that arises because the detailed procedures are not (initially) being made mandatory. | Either make the water adoption arrangement procedures mandatory or, as a short term interim, make it a requirement for companies to publish, in a standard format, a schedule specifying all local variances in the same format as the published procedures. These schedule to be made available for stakeholder scrutiny a minimum of 3 months before Adoption Code implementation and a Water UK/company task group, with customer (or their representative) input, set-up to refer back to companies identified abuses of the Code objective of minimising local practices. | The procedures ARE mandatory as part of the WSG under the the Code. There is nothing equivalent at the moment so this is a step forward. Further work can be done via the Panel | No action |
| Industry Body | 1 | General | General | 4. Avoid SLPs have to scour companies websites to find all the local information they need to supplement defined Adoption Arrangements documents | Specify that all additional company specific information shall be published in a single document that is readily available on company websites alongside other local water Adoption Arrangements documents. These documents to be made available for stakeholder scrutiny a minimum of 3 months before Adoption Code implementation and a Water UK/company task group, with customer (or their representative) input, set-up to refer back to companies abuses of the Code objective of minimising local practices. | Agree, the method of publication can be specified as part of the WSG | Change to MI |
| Industry Body | 1 | General | General | 5. Redraft the DCS document so that it is clear and succinct, only uses design practices routinely followed by companies and provides all the information needed to size mains and services on a typical development. | Commit to doing this redraft and publishing for customer scrutiny a minimum of 3 months before Adoption code implementation and to make all necessary changes required by customers which are submitted within 1 month of the revised DCS draft being issued. | For panel. To do this would significantly delay the project. | Panel Action |
| Industry Body | 1 | General | General | 6. Introduce a balanced approach for the need to hold pre-start meetings and identify well in advance where such meetings are required. | Change the WCS wording to only make pre-start meetings when there is a clear need and the holding of such a meeting adds value to either party. | Agreed | Change to DCS |
| Industry Body | 1 | WSG | Levels of Service Reporting | Companies should be required to publish each month the number of Redress 'failures' they have against both Category 1 and Category 2 events. This is to give exposure to which companies are 'good' and 'bad' performers. | Requirements need to be enhanced to make company specific reporting of Redress events mandatory on a company website. | LoS reporting is already very significant. This could become part of companies' annual reporting. | No action |
| Industry Body | 1 | ACS | Title | Using the word 'Annual' in the 'Contestability Schedule' title constrains innovation (an Ofwat Code requirement) as it positions companies to only review their document on an annual basis and could well hold back innovation to their next annual review. Note – other documents, such as the DCS, will invariably get reviewed annually but are not labelled as 'Annual'! | Change the title of the document to 'Contestability Schedule' – noting that it is to be reviewed at least annually, but can be updated more frequently should a company wish to be 'innovative'. | The word annual ensure that it is reviewed annually as a minimum to ensure that companies do not set it in stone in perpetuity. There is a note in the WSG clearly stating that this can be reviewed more than annually. | No action |
| Industry Body | 1 | MWAA | Section 10.3a | The word 'unless' creates a double negative. | Remove 'unless' from MWAA Section 10.3a. | Agree | Change to MWAA |
| Industry Body | 1 | MWAA | Section 11.2 | The use of the word 'considers' in the context of a water company refusing to vest is not sufficiently robust against local interpretation. Hence this needs changing to "evidenced against the DCS" | Change wording in MWAA Section 11.2. | 11.2 refers to compliance with DCS | No action |
| Industry Body | 1 | MWAA | Section 12.3b | This MWAA Clause sets out procedural matters that are not covered by the Minimum Information. So different companies will, in all probability, interpret what is required differently and decide for themselves whether it is on a per plot, or per site (or whatever) basis. | Clarify what is required and build this into the Procedures and Minimum information such that a common requirement applies across all companies. | Suggest this can be developed via the Panel. Not needed for implementation | Panel Action |

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| Industry Body | 1 | MWAA | Section 27 | Given that the agreement only happens once terms etc. on a scheme have been approved and the design sorted it is enviable that much that a company wishes to keep confidential may well be not covered by this clause. Our view is also that openness and transparency should be the order of the day and 'confidentiality' clauses removed. | MWAA Section 27 be redrafted to limit confidentiality to specific matters where the need not to broadcast can be clearly evidenced. | Standard contractual provision. Default should be that contractual information is indeed confidential. Need for commercial arrangements to be public would need to be justified. | No action |
| Industry Body | 1 | MWAA | MWAA & ACS Work Categories | Whilst both the MWAA and the schedule of works in the ACS make mains and service laying contestable activities it is less clear whether just connecting services to existing mains is classified as 'contestable' work. Notes – 1. it is assumed that up to 63mm connections are (apart from when they supply over 500 premises) contestable but this is not explicitly stated. 2. A 'services' only agreement is currently available for this work. Is this to be re-created or the MWAA used for all types of work? | Provide better clarity across the documents as to the way standard services off existing mains are being handled. | The reference to the "number of properties" in the ACS is in reference to the number of properties fed out of the existing main (i.e. downstream, i.e. water company risk / impact should anything go wrong). This should be highlighted to the SLP at POC stage as per the water company response to a PoC request (extracted from the Minimum Information: 6. Summary of Contestable/Non-contestable works relative to the Site For "service only" jobs, individual company procedures will apply but these will need to be publicised and will allow further harmonisation in due course. | No action |
| Industry Body | 1 | ACS | Clarify Amber definitions | The ACS clearly defines work types which are in the 'green' and 'red' categories but does not have a clear work type description against the 'amber category' work. Instead each has a (somewhat confusing) list of bullet points. | Re-word the 'amber' categories in the ACS to have a clear definition, such as "Mains/service connection up to 63mm diameter" subject to a list of (bulleted) constraints. | Agreed. | Change to ACS |
| Industry Body | 1 | ACS | Work Categories | The ACS contains work categories that are not achievable whilst meeting the technical specification. An illustration being supplying 500+ premises of a 63mm connection. | Place 'Not Applicable' in all ACS work categories which are not technically possible. | The reference to the number of properties supplied is from the existing main not the Self-Laid main (which is what the size refers to) so this is possible. | No action |
| Industry Body | 1 | LOS | SLPM-S4/1 | The 'receipt of Adoption Agreement' is key to when the 28 days allowable period for a source of water starts. Historically there have been difficulties with some companies confirming that agreements are in place after they have been returned to them with all the other signatures. Hence clarification is needed that the 28 days in SLPM-S4/1 starts when the agreement is returned to the water company. | Clarify that, in SLPM-S4/1, that 'a valid signed water adoption agreement' means receipt by the water company of an agreement signed by all the other parties. | Clarified in the MI | Change to MI |
| Industry Body | 1 | LOS | SLPM – S2/1b | Surely this is target is for SLP design and not 'company design' | Change wording | No, reference to the WC but agreed clarification required. | Change to LOS |
| Industry Body | 1 | LOS | SLPM – S4/2 | Wording at '1 day' does not allow for weekends. | Change to 1 working day. | Defined in Master Definitions (Day = working day) unless otherwise specified | No action |
| Industry Body | 1 | LOS | SLPM – S7/2 | When a SLP makes a connection the property details will be known but not necessarily the customer details. Hence it is not reasonable that SLPs (as required by the minimum information linked to SLPM-S7/2) to provide this information. Note – the difficulties faced by companies in getting customer information is well known and could be made a requirement on developers in the MWAA if it can be shown that the same requirement always applies when companies make connections themselves. | Remove the requirement for details of the 'end customer' to be provided when a connection is made. | Agreed | Change to MI |
| Industry Body | 1 | WSG | Self-Lay and Requisitioning Diagrams | The Self-Lay and Requisitioning comparison diagrams merit being published as stand-alone elements or at the front of the Detailed Process Procedures | Separately publish Self-Lay and Requisitioning comparison diagrams | Purpose of this not clear but can be considered outside the requirements of the Code | No action |
| Industry Body | 1 | MWAA | New Definition | A definition should be introduced to describe payments made by companies for 'network enhancement' works (i.e. where companies are paying for the SLP works to be enhanced in some way). | Suggest that this is called 'SLP Works Enhancement Payment' | MWAA does not rule out such works being included. | No action |
| Industry Body | 1 | WSG | Definitions | Differences in the wording in the definitions in the WSG and the MWAA need to be resolved and, preferably, just a single set of definitions used. | An example of differences being for 'Adoption Date' where the MWAA definition is the one to be used. | Master Definitions now used | Change to WSG |
| Industry Body | 1 | WSG | Section 3 | The 'amber' section of work should include for SLPs being able to self-certify designs (against whatever criteria gets established for self-certification). This is in-line with the way the activity is specified to facilitate (future) opening up in the current Self-lay Code of Practice. | Add self-certification of SLP design to the categories of activities in the 'amber' contestability category. | Agree | Change to ACS |
| Industry Body | 2 | DCS | 9.5.5 | It is not acceptable that "SLP will need to demonstrate having carried out satisfactory similar work for other Water Companies" as this stifles innovation (as the first to take-up the activity, or the first in a region, will not be able to do this). | Change wording to say that whilst consideration will be given to whatever evidence a SLP can provide about doing similar work elsewhere other capability evidence can be provided. | Agreed. | Change to DCS |
| Industry Body | 1 | WSG | Subcontracting | The status of services provided by a developer to a SLP needs defining. Typically developers, or the contractors they control, may do excavation and reinstatement work (as they could do when a company provides new mains and services) but do not formally operate as a subcontractor. | WSG Section 3.4 (and elsewhere) needs extending to include work performed by a developer who is not in a 'subcontracting' relationship. | Not clear. Legally, the contract is with the SLP and if another party carries out the work on an informal basis, the SLP will remain liable-even if the third party is not specified. | No action |

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| Industry Body | 1 | WSG | Section 4.6.3 | It is not stated who polices that "such proposals must be justified under the principles of the Code". | Clarify requirement and specify who any customers aggrieved about this work not being made contestable can appeal. | Companies have the legal obligation to comply with the Code and as with compliance with other Code obligations, would be enforceable via standard regulatory mechanisms | No action |
| Industry Body | 1 | WSG | Section 8 | Once a local alteration to the MWAA has occurred this should be universally applied to all subsequent agreements issued by a company. | Amend WSG Section 8 | Not clear that this is desirable. Why should a bespoke change be applied to others' contracts? | No action |
| Industry Body | 1 | WSG | Section 10 | Given that the MWAA unduly restricts company liability the wording in Section 10.1 should be amended to be "any liability" and not "any liability under the MWAA". | Amend WSG Section 10.1. | Not clear what other liability might be relevant other than a) under the MWAA and b) under the WSG | No action |
| Industry Body | 1 | DCS | Throughout | Encourage standardisation of standards by restricting companies to select from a small range of (defined in the template) DCS types. Note – a listing (which could be used to identify these) of technical matters where company differences are known to exist is available to accompany the current Self-Lay Code of Practice. For example minimum depths of just either 750 or 900mm, and testing criteria etc.. | Redraft DCS with known company different approaches defined into a limited number of type categories. Note – a listing (which could be used to identify these) of technical matters where company differences are known to exist is available to accompany the current Self-Lay Code of Practice. | Agreed in principle and this is a definite aspiration | Panel Action |
| Industry Body | 1 | DCS | 8.1 | This section has a requirement "ensure that the client is aware of their duties" yet 'client' is not defined and we cannot see that it is the function of the SLP designer to tell the client their responsibilities. | Consider this requirement and, if it remains, add 'client' to the definitions. Also definition of 'client' is required to cover the penultimate paragraph. | Client is defined in 8.1 as the Developer. This is standard CDM Regs guidance. | No action |
| Industry Body | 1 | DCS | 8.1 | This section introduces "the contractor responsible for the proposed construction". Surely this is the SLP. | Review wording and, if needed, define "the contractor responsible for the proposed construction" | Agreed, Added reference to SLP | Change to DCS |
| Industry Body | 1 | DCS | 8.1 | Remove final paragraph of this section as compliance calls for CDM observance regardless of where in the work the work is designed | Remove final paragraph. | This paragraph is correct, CDM should be observed no matter where in the world the desing takes place (e.g. off-shore) | No action |
| Industry Body | 1 | DCS | 9.8(5) | Given that the DCS does not cover all types of premises SLP designers will have to resort to hydraulic design principles for a significant set of types of design which companies invariably design empirically. Hence a much more extensive set of types of property and reasonable anticipated flows need to be specified. | Enhance DCS to cover design practices which they use themselves for all types of premises a water company typically envisages supplying (including flats, offices, retail parks, pubs/restaurants etc.).. | Agree, Water Companies should share their own pipe sizing methodology and tools where possible accordingly | Change to DCS |
| Industry Body | 1 | DCS | 9.8 (6) | The requirement to "as required" calculate the min/max head and velocities is not reasonable and could lead to designs being rejected because of local interpretation of this clause. To avoid this the DCS needs to be absolutely clear about when they themselves design works from hydraulic principles before opening up the looseness of 'as required' in this context. Also would companies accept designs if a SLP designs a more optimal scheme, based on hydraulic design principles, that the empirical sized network a company would install? (It being somewhat perverse if strict observance of the DCS led to SLP designs being rejected!) | Clarify what is expected of designs so that they can avoid the risk of their design submission being refused or SLP designers having to do a more onerous process that company designers follow. | Agree. | Change to DCS |
| Industry Body | 1 | DCS | 10.2 | Clause 10.2 is ambiguous. It starts by stating that the design needs to be sized to cater for all envisaged demand with a 'site' but goes on to state that the pipes should be sized to supply the whole 'development'. However only 'site', and not 'development' is defined and it is the works on the 'site' which forms the basis of the agreement. | Remove any reference to 'development' in Clause 10.2. | Agree, needs to be clear using defined terms | Change to DCS |
| Industry Body | 1 | DCS | 10.5 | Where a company published alternative design methodology it shall be inserted in their DCS | Change in WSG Section 10.5 'water company may publish' to 'water company may insert [here]'. | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | 10.7.1 | Remove the words "the SLP may wish to assume" and replace with "the SLP may assume an entry pressure of 20m". This is because the source/entry pressure is not in the SLP's control but they need a reference, which will not be subsequently disputed, for progressing their design. | Remove "wish to" from Section 10.7.1. | Agree. Clarified when this should be identified by the water company | Change to DCS |
| Industry Body | 1 | DCS | 10.7.3 and 10.7.3 | These sections should be redrafted to state that designing from design principles only applies in 'exceptional' circumstances and is not normal practice. | Context Sections 10.7.3 and 10.7.4. | This is how water companies design networks for schemes other than development so is not exceptional. A ready reckoner / best practice can be developed but sizing of pipes has to be determined by the peak flow requirements of a the Site / Development. | No action |

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| Industry Body 1 | DCS | 11 | Make it clear that 'security of supply' is a matter for companies to fund. | Change bullet number 3 to read "ensure security of supply so far as reasonably practicable with any additional works fully funded by the water company" | This is being cleared up in the new section 4 and in the relevant paragraphs. This is related to Charging Rules and Charging Arrangements. | Change to DCS |
| Industry Body 1 | DCS | 11.3 | Where water companies wish SLPs to design works which go beyond satisfying the DCS in ways which increases costs the additional costs should be funded by companies. | Add to Section 11.3 wording which states that the company will fund any resultant increased costs. | Agree. amendment made and clarification that none of the technical requirements within the DCS should conflict with Ofwat's Charging Rules or each Company Charging arrangements and section 4 will set this out. | Change to DCS |
| Industry Body 1 | DCS | 11.3 (2nd para) | SLPs design mains at their own risk so there is no need to specify that they cannot design mains outside of a street without written consent (as they first need to prepare a preliminary design before seeking company approval to proceed). | Remove references to design from the second paragraph of Section 11.3. | Agreed. | Change to DCS |
| Industry Body 1 | DCS | 11.5 (2nd para) | Should a company wish for a spine (or any other) main to have multiple feeds then that is a matter for them to instruct the SLP of their requirements and to pay whatever extra costs arise. Hence making a generalised statement in this Section without specifying that it is for companies, and not SLPs, to decide when multiple feeds are required is not acceptable. | Suitably amend the wording in the second paragraph of Section 11.5. | Agreed. Reference section 4: Charging | Change to DCS |
| Industry Body 1 | DCS | 11.8 | Company preferences needs to extend to fire hydrants (as well as washouts) | Insert 'and hydrants' in yellow section after 'washouts'. | Agreed. | Change to DCS |
| Industry Body 1 | DCS | 11.9 | Company should clearly state their air valve preferences | Use wording from 11.8 with 'air valve' replacing 'washout' | Agreed. | Change to DCS |
| Industry Body 1 | DCS | 11.12 | Companies need to be able to insert into their DCS the circumstances where double spade vales may be used. <i>Note - to be acceptable this should match where their own or their</i> | Insert a section for company to publish preferences regarding use of double spade valves. <i>Note - our expectation is that this when all companies publish their</i> | Agreed. Added in. | Change to DCS |
| Industry Body 1 | DCS | 12 | Given that responsibility for communication and supply pipes is covered by a diagram in the existing Self-Lay Code of Practice it is surprising that reference is made to a generic Ofwat webpage to define responsibilities for this key divide. Furthermore there is a need to extend the definitions to include responsibility for pipework compliance on installation. | Remove link to Ofwat pages and script a clear and unambiguous schedule of responsibilities using, as a basis, the diagram in the current Self-Lay Code of Practice. | Agreed. | Change to DCS |
| Industry Body 1 | DCS | 12.3 | Either remove references to flow loss and velocity and leave it to companies to specify the criteria they use for sizing services or make it clear when an empirical design approach is appropriate and when, usually for larger than standard sized services, when hydraulic design principles need to be deployed. | Suitably amend DCS Section 12.3. | As it stands this provides a standard framework methodology which in future we envision being completely standardised nationally. To remove reference to it and have every company publish their own (potentially very different) methodology we feel would be a retrograde step. However, as many customers have asked for the water companies to specify individual design methods, we have added in a "blank" for water companies to add in any specific requirements here | Change to DCS |
| Industry Body 1 | DCS | 12.4 | It is surprising that the requirements in the current Self-Lay Code of Practice regarding Service Connections (see CoP Section 3.7.4) are not in the DCS. An example being allowable separation between service connection tapings (which differs between companies) which is currently covered by CoP Clause 3.7.4.3 | Thoroughly review current Self-Lay Code of Practices and ensure that all technical requirements are included (and thereby avoid companies having to all separately specify what can be standardised, or restricted to a small number of defined 'types'). | The example quoted here is covered in 12.1. 7.4.3 refers to the current Company permissible materials and construction arrangements which is what we have also provided space for in 21 | No action |
| Industry Body 1 | DCS | 12.1 and 12.4 | DCS, in Section 12.1 and 12.4 muddles locational matters with permissible material choice. These are 2 separate matters and, in the permissible materials, what is to be used in contaminated ground needs to be specified. | Separate permissible materials from locational and installation matters and open up DCS Sections 12.1 and 12.4 to companies to insert their local requirements. Reference could be made to the wording in the existing CoP. See Clause 3.6.5, and elsewhere. | Agreed. Clarified by adding in water company section in paragraph 12 to allow local requirements to be set. | Change to DCS |
| Industry Body 1 | DCS | 13.6 | Companies should specify in their DCS where, and how, ducts can be used and it not left for the use of ducts to generate 'site specific consultations'. | Provide in Sections DCS 13.6 for companies to insert their policies regarding acceptable types of ducts and their use. | Agreed however as water companies use different pipes sizes they will need to insert their own relevant duct sizes to match. | Change to DCS |
| Industry Body 1 | DCS | 15.4 | Where companies have policies on fire sprinkler systems this requires to be inserted in this section. | Provide, in DCS Section 15.4 for companies to insert their policies. | Agreed. | Change to DCS |

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| Industry Body | 1 | DCS | 16 | Given the nature of new development they do not have recorded "Ordnance Survey features" to take measurements from so this requirement needs to be changed to something that is possible. | Delete "Ordnance Survey" from the referencing criteria. | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | 17 | It is unbalanced for customers to have to pick up flushing costs but no provision be made for the additional costs a SLP incurs when samples do not pass because there are failures with the quality of the incoming water. | Insert a clause into the DCS (or elsewhere) specifying that it is the water company responsibility to provide wholesome water at the supply point and where this does not happen the SLP can recover any additional costs they incur from the company. | Provision for Water Company to be responsible for costs in MWAAs and 17.1 | No action |
| Industry Body | 1 | DCS | 17 And 17.1 (4th para) | To solely make the developer responsible for obtaining permits to discharge of water could well lead to situations where the SLP is exposed. | Change the third paragraph to read "that the SLP is responsible for ensuring that either themselves or the developer have secured all necessary permits etc before disposing of flushed water". Also remove duplication with the fourth paragraph of 17.1. | Agreed. | Change to DCS |
| Industry Body | 1 | DCS | 17.4 | It is not reasonable to provide in the DCS that SLPs should hunt out company specific documents to establish mains testing criteria. | Provide in DCS Section 17.4 for companies to specify any local testing criteria. | Agreed | Change to DCS |
| Industry Body | 1 | DCS | 17.4.4 | Company specific disinfection criteria and requirements should be specified here | Provide in DCS Section 17.4.4 for companies to specify any local disinfection and hygiene criteria. | Reference to Principles of Water Supply Hygiene has been added throughout and provision for water companies to add in their local requirements in a specific, narrow number of areas has been included. Therefore this section has been deleted as we wish to avoid areas where water companies can add in whole policies which may not be industry standard. | Change to DCS |
| Industry Body | 2 | Procedures | | There appears no mention of responsibility for dealing with situations where (localised) ground contamination is found after work commences. | Extract wording for Self-Lay CoP Clause 3.7.2 and insert in the DCS | Agreed and this sits better in the DCS than the Procedures. | Change to DCS |
| Industry Body | 1 | LOS | SLPM – S6/1 | Change target to match timescale given in the MWAAs Section 11.1 | Target to be changed to "within 1 day of any connection" | They match - 5 Days / 7 calendar days | No action |
| Industry Body | 1 | MWAAs | Definitions | There is no definition given for what constitutes either 'complex' or 'non-complex' designs | Insert definition (from LoS Reporting?) for both 'complex' and 'non-complex' designs | This is in the Minimum Information and isn't a defined term, rather it determines the length of the level of service for the | No action |
| Industry Body | 1 | Panel ToR | Section 3 – Panel Function | Given that there is far too much scope for 'local interpretation' for them (in all probability, or at least until a review of company specific documents is possible) all to be removed prior to implementation the functions of the Panel need to be enhanced to place greater emphasis on the removal of local practices | The current wording in Appendix H Section 3.4.3 to be removed and replaced with "where possible" removed and replaced with "to review within 1 year of Adoption Code implementation the extent of company specific local practices and encourage, where this can be shown to be for the benefit of customers, their removal" | This is not appropriate for a ToR and is not specified by the Code. This is a specific change sought by a stakeholder and can be addressed via a Change Proposal | Panel Action |
| Industry Body | 1 | Panel ToR | All | Whilst arrangements for appointing the Panel Chair are in the ToR there is not provision for the Panel members to review the Chair appointment and to decide whether they are, based on how they operate and their attendance record etc., an appropriate person to fulfil this role. | Amend the Panel ToR to cover situations where the Panel members feel that it is appropriate to appoint a fresh Chair. | Agreed. Change made to Appendix 1 to panel ToR. | Change to Panel ToR |
| Industry Body | 1 | Panel ToR | 6 – Secretariat | Whilst the function of the Panel Secretariat is defined there are no checks to ensure that they function in an impartial way. Hence, to facilitate impartiality, the appointment of the secretariat needs to be approved by the Panel and they should have an ongoing duty to review the way the secretariat functions. | Change the Panel ToR to cover responsibility for collectively deciding on appointing any secretariat and regularly reviewing (annually?) their appointment. | Agreed. Change made to para 6 of Panel ToR. Given existing power to appoint, it is for Panel to decide on terms, opportunity for review of appointment etc. | Change to Panel ToR |
| Industry Body | 1 | Panel ToR | 8.3 Panel Membership | There is much disquiet amongst SLPs that their customer voice in the Panel is shared with developers. This is reinforced by Appendix 1, Section 3.18 where decisions can only be made when voted for by a developer even when they maybe supported by both companies and SLPs. This constrains the functioning of the panel in ways which are unacceptable to SLPs. | Remove the decision making constraint of requiring at least one developer to support any voted on decision. | Not agreed. Developers are customers as well as defined by the Code. | No action |
| Industry Body | 1 | Panel ToR | New | The Panel should be required to review all 'amber' Contestable Work categories and to determine whether they should be made universally 'green' once at least 6 companies have classified an activity as 'amber'. | Change the Panel ToR to include this duty. | This is not appropriate for a ToR and is not specified by the Code. This is a specific change sought by a stakeholder and can be addressed via a Change Proposal. | Panel action |
| SLP | 4 | Panel ToR | 8.21 | The requirement seems unreasonable particularly given that the extent to which that individual is committed to the panel is indeterminate | The addition of 'reasonably required' may serve to pacify the expressed concern | This has not proved problematic so far in recruiting members. Can be reviewed in the light of experience | No action |
| SLP | 4 | WSG | 3.2.8 | Drafting does not make it abundantly clear what it is that is to be categorised as contestable. | | No specific change has been proposed but generally there has been little challenge to the way in which contestability has been approached. | No action |

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| SLP | 5 | WSG | 3.3.2 | The SLP will need to demonstrate having carried out satisfactory similar work for other Water Companies', this will confine the delivery of these activities to term contractors and exclude any new entrants and therefore delimit competition | Provided a system management and control can be shown, and staff are suitably trained then works should be permitted on a probationary/supervised basis. | We accept the general approach here. | Change to WSG |
| SLP | 4 | WSG | 10.1 | Add the word 'the'- 'any liability on the part of the water company | Correct | Agreed | Change to WSG |
| SLP | 3 | MWAA | 10.1 | Is 'necessary' required immediately or prior to vesting of the full constructed asset. I would suggest the former not the latter- this needs to be clear. | Clarify | Agreed. | Change to MWAA |
| SLP | 4 | MWAA | 10.2B | The 7 days notice referred to is after the notification of the test results, however the water company has 5 days to review these results and then may in accordance with a correctly drafted 10.3 a) cancel the job. This seems an impractical way of working. | Criteria for passing test results and info must be binary Pass/Fail such that the SLP already knows when sending whether work can be scheduled or not. | Agreed, this needed clearing up and circumstances when a Water Company may not allow a Final Connection to go ahead needs to be made clear | Change to MWAA |
| SLP | 4 | MWAA | 10.3 A | Remove 'unless' | Correct | Agreed. | Change to MWAA |
| SLP | 4 | MWAA | 10.7 A | Same comment as for 10.2B | | Agreed. | Change to MWAA |
| SLP | 4 | MWAA | 11.2 | It is not enough for the Water Company to 'consider' they are not correctly constructed in order to refuse to allow mains to Vest. The | Tighten wording | Agreed. Please note that Clause 11.2 refers to the automatic vesting | Change to MWAA |
| SLP | 4 | MWAA | 12.3B | What is the written statement from the SLP, is it per plot, per site, per developer, per water company? | Clarify | Suggest that a request is submitted to the Panel to produce a standard form for this. Currently this would sit with the Water Company to | Panel Action |
| SLP | 4 | MWAA | 14.5 | Presumably the items stated are without prejudice to the rights and remedies available to any party under English law. | Clarify | Unless such rights are explicitly excluded, they can be relied on | No action |
| SLP | 4 | MWAA | 27.1 | These agreements should not be confidential, particularly given that there is a provision for consensual variation of the terms which of itself | Remove this clause and replace with the Water Company must provide free of charge a copy of any adoption agreement upon request to any | Standard contractual provision. Default should be that contractual | No action |
| Water Company | 1 | WSG | 3.3.4, page 9 | As a note to this paragraph it perhaps should mention that in order for monopoly companies to comply with competition law with respect to new connections that any non-contestable work needs to be offered on the same terms to all of their | Relevant paragraph from Ofwat's website, "Monopoly companies must offer their non-contestable services on equivalent terms for all of their customers. This includes circumstances where a monopoly company is providing non- | For individual companies to secure competition law compliance. | No action |
| Water Company | 1 | DCS | 12.1, para 5, line 3 | "Pies" should be replaced with "pipes" | | Agreed. | Change to DCS |
| Water Company | 1 | DCS | 13, para 2, line 3 | Should be 20.1 | | Agreed. | Change to DCS |
| SLP | 1 | WSG | 2.2.1 | Suggest editing "The focus of the Code's section on ensuring a level playing field is on the establishment of a framework that allows competition by SLPs. The Code does not deal with the statutory requisition framework. This phrase | The focus of the Code's section on ensuring a level playing field is on the establishment of a framework that allows competition by SLPs. Whilst the Code does not deal with the statutory requisition framework Water Companies shall | The Code does not deal with the requisition route and this is a) out of scope and b) a matter for individual | No action |
| Water Company | 1 | MWAA | 1.1 Definitions: Force Majeure | - Reasonable control is normal drafting in the industry standards. - Flood is not normally included in the industry standards. - Contamination could infer contaminated land (which some brownfield | - Insert "reasonable" before control in the definition of Force Majeure - Delete "Flood" - Change "contamination" to "warfare" | Agreed | Change to MWAA |
| Water Company | 1 | MWAA | 4.1(b) | Spacing to be deleted | Spacing to be deleted after "time to" | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 8.4 | Inspection Notice | Include a template proforma Inspection Notice so all parties can maintain consistency. | inspection notices are not currently defined terms. Such notice can be given by email. We suggest submitting a | Panel Action |
| Water Company | 1 | MWAA | 10.3(a) | 10.3 states the SLP shall not ... unless company has received notice that company is not reasonably satisfied | "10.3 The SLP shall not make a Final Connection under clause 10.2(b) (a) unless the SLP has received written notice confirming that the Water Company is not reasonably satisfied with the results of the Testing." | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 10.3(b) | Water Company to confirm receipt – how, by what method? | "(b) until the Water Company has confirmed- receipt in writing of the as built plans in respect of the Self-Laid Main," | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 10.5 | Delete clause in its entirety – causes conflict and confusion with clause 10.2(b) by introducing possibility of providing the remaining "as-built" records. As-built's should be provided in line with 10.2(b) | Delete the word "remaining" to avoid confusion. | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 12.3(b) | Within Five Days of what? Vesting or Final Connection? | Amend the paragraph to "The SLP within 5 days of the final connection date provide the Water company with a written statement" | Requirement entirely removed. | Change to MWAA |
| Water Company | 1 | MWAA | 12.5 | 3 days to be defined term | Capitalise to Days | Days are defined in the WAA as business days. | No Action |

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| Water Company | 1 | MWAA | 13.5 new clause 13.5 (b) | What about where the Defect has not been corrected by the SLP in accordance with 13.4 within a reasonable timescale | Where a Defect has not been corrected within a reasonable and/or agreed timescale by the SLP and/or Developer in accordance with clause 13.4, then the Water Company may correct the Defect itself in accordance with clause 13.6. | New clause 13.7 (d) added | Change to MWAA |
| Water Company | 1 | MWAA | 13.6(a) | Split (a) into two parts, alternatively | The required corrective work is to an Adopted Self-Laid Main; or The required corrective main will interfere with, or deviate the supply of water in the Existing Main; or | Now 13.7. Proposed change would alter meaning of clause which is | No action |
| Water Company | 1 | MWAA | 13.6 | Insert new right for Water Company to complete the Defect after long stop date i.e. reasonable period of time to ensure that Water Company has the right to correct the Defect. | Where in accordance with (new) clause 13.5(b) the SLP/Developer has failed to rectify the Defect within a reasonable and/or agreed timescale. | See new clause 13.5 | Change to MWAA |
| Water Company | 1 | MWAA | 14.5 | Consequential loss not specifically carved out but specific types of indirect and consequential loss are listed. | damages, whether direct, or indirect or consequential in nature arising out of, or in connection with this WAA; | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 23.2 | Governance requirement for Notices | (d) All notices sent to the Company must be copied to the Company Secretary and Head of Legal. | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 25.1 | subcontractors and sub-contractors – harmonise the terminology for consistency | Change to subcontractors throughout | Noted | Change to MWAA |
| Water Company | 1 | MWAA | 28.3 | Delete the last sentence as this is one of several potential further purposes and the lawful basis / legitimate ground is not specially called out and may differ between water companies depending on privacy notices. | Delete "such further purposes may include water company customer experience surveys." | Deleted | Change to MWAA |
| Water Company | 1 | MWAA | 31.2 | Can we also include for the potential to Digital Execute these agreements? | Include a digital execution clause. | We are unable to force the parties to the WAA to use electronic signatures but we would recommend it as 'best practice' and it can be done by agreement. | No action |
| Water Company | 1 | MWAA | 8.1 | Spacing in word "The" | Correct | Agreed | Change to MWAA |
| Water Company | 1 | MWAA | 8.4 | As for 8.1 | Correct | Agreed | Change to MWAA |
| Water Company | 1 | MWAA | 8.4 | Days not stated as calendar or working | Clarify | Specified using defined term "Day" | Change to MWAA |
| Water Company | 1 | MWAA | 10.1 | Although the situation would be rare, we believe the clause relating to water for testing should also include a proviso along the lines of "subject to a suitable distribution network being available" to avoid a situation whereby the Water Co. is expected to meet a demand for water which it is physically unable to supply within the timescale. | Add proviso. | No. The point of the new requirement is to put onus on the water company to provide the source of water for testing within the contractual time limit. This was a key requirement of the SLP community and was one that water companies felt able to commit to. | No action |
| Water Company | 1 | MWAA | 10.3 | It should be clear that the conditions of this clause may apply singly i.e. any one of the conditions will prevent the final connection. | Suggest the opening line states "...under 10.2(b) if any of the following apply": | Use of "or" in the clause makes this clear | No action |
| Water Company | 1 | MWAA | 10.3(a) | Should state "until the SLP has received written confirmation that the Water Company is not satisfied with the results of testing, and" | 10.3(a) as written is at odds with the statement "shall not make a connection" | Wording clarified | Change to MWAA |
| Water Company | 1 | MWAA | 23.2(c) | This statement does not 'fit' with the above two statements setting out how notices should be delivered. | Suggest setting out in separate line, e.g. perhaps 23.3 | Agree but we unfortunately omitted to make the change. Can be addressed at next set of changes to MWAA | Panel Action |

Despite any suggestions for changes you may have made, are you broadly in agreement with the water sector's proposals to implement the Ofwat code?

| Agree with proposal? | Company | Comment |
|----------------------|---------------|---|
| N | SLP | No as the Design and Construction specification has been drafted solely based on Water Company input and consequently is not balanced and sets standards which water companies themselves do not comply with, hence it creates an artificial barrier to competition. The remainder of the documents, which we have not commented on appear to be good drafts but still need to be amended and tightened to improve clarity and balance prior to them being issued for use by industry |
| N | SLP | No as the Design and Construction specification has been drafted solely based on Water Company input and consequently is not balanced and sets standards which water companies themselves do not comply with, hence it creates an artificial barrier to competition. The remainder of the documents, which we have not commented on appear to be good drafts but still need to be amended and tightened to improve clarity and balance prior to them being issued for use by industry |
| Y | WC | We are broadly in agreement with the water sector's proposals to implement the Ofwat Code and support the creation of a new set of rules to allow competition to flourish. We look forward to the introduction of the Water Adoption Codes Panel that will consider and enable necessary or beneficial changes, especially as change is likely to become evident once this has been put into practice. |
| N | SLP | For the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |
| N | SLP | For the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |
| Y | WC | Yes |
| N | SLP | No as the Design and Construction specification has been drafted solely based on Water Company input and consequently is not balanced and sets standards which water companies themselves do not comply with, hence it creates an artificial barrier to competition. The remainder of the documents, which we have not commented on appear to be good drafts but still need to be amended and tightened to improve clarity and balance prior to them being issued for use by industry |
| N | SLP | No as the Design and Construction specification has been drafted solely based on Water Company input and consequently is not balanced and sets standards which water companies themselves do not comply with, hence it creates an artificial barrier to competition. The remainder of the documents, which we have not commented on appear to be good drafts but still need to be amended and tightened to improve clarity and balance prior to them being issued for use by industry |
| N | SLP | No as the Design and Construction specification has been drafted solely based on Water Company input and consequently is not balanced and sets standards which water companies themselves do not comply with, hence it creates an artificial barrier to competition. The remainder of the documents, which we have not commented on appear to be good drafts but still need to be amended and tightened to improve clarity and balance prior to them being issued for use by industry |
| Y | Industry body | Yes, the British Plastics Federation Pipes Group supports the water sector's proposal and welcomes the consistency that this will bring. |
| N | SLP | Whilst I support the need for the adoption code, for the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |
| N | SLP | No comment |
| Y | WC | Yes. |
| N | SLP | For the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |
| Y | SLP | If the above suggestions for changes are made, then I confirm that I am broadly in agreement with the water sectors proposals to implement the Ofwat code. |
| Y | WC | MWAA – We are broadly happy with the proposals as they stand and are able to work with other water companies to agree further areas for consensus and take on board further comments. The mains changes requested are to tie in with general legal contracts for UU. DCS – We are broadly happy with the proposals as they stand and would be happy to work with other water companies to agree further areas of consensus, in particular with regard to hydraulic parameters, commissioning work, water quality considerations and engineering requirements for asset protection. |

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| Y | WC | Yes, we are broadly in agreement. |
| N | SLP | For the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |
| N | SLP | For above reason I would like it to be noted that I am not in full agreement at present and would like further improvements. |
| Y | WC | Apart from these points where we would welcome some clarity and guidance, we are happy with the documentation which aligns with industry standards. |
| N | WC | No Comment |
| N | Industry body | For the reasons outlined above the proposed water adoption arrangements have not been sufficiently developed to be classified as 'fair and proportionate' so we wish you to register that Fair Water Connections members are not in agreement with them, in their current form, being implemented. |
| N | SLP | For the reasons outlined above I view that the proposed water adoption arrangements have not been sufficiently developed for them to be classified as 'fair and proportionate' and facilitate open competition. I therefore want you to register that I am not in agreement with them, in their current form, being implemented. |