

OPERATIONAL CODE

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

[xx] November 2009

This version of the Operational Code dated [xx] November 2009 replaces the version of 31 March 2009 which in turn replaced the version of 1 December 2008 which in turn replaced the version of 1 June 2008 which in turn replaced the version of 26 September 2007 that was designated by the Commission as the Operational Code for the purposes of the Water Services (Codes and Services) Directions 2007. Details of changes incorporated in this version are available on the website of the Central Market Agency, www.cmascotland.co.uk

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Order of Precedence

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

1. any Law;
2. the Operational Code.

Contractual Framework

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

Operational Code Objectives and Purpose

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

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

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

Summary

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

- **Non-Household Customer Classification** - which includes the obligation on the Licensed Provider to maintain lists of Sensitive Customers;
- **New Connections** (Processes 1-5) – which includes details of the processes by which Scottish Water will accommodate new connections to its Network;
- **Water Quality Sampling/Water Byelaws** (Process 6 and 7) – which includes processes for making visits to Non-Household Customer's Premises to monitor compliance with applicable water quality rules, Water Byelaws or to investigate a water quality complaint;
- **Contacts, Enquiries and Complaints** (Processes 8 – 12) – which includes processes for the handling of enquiries by the Licensed Provider and Scottish Water and procedures for handling complaints relating to services to which the wholesale charge is levied which shall cover details of the information to be collected from the Non-Household Customer along with a timetable for responses from Scottish Water that will allow the Licensed Provider to respond to the complaint promptly;
- **Planned Activities** (Process 13) – which includes the procedures for short and long term planning activities that will be undertaken by Scottish Water;
- **Unplanned changes to services** (Processes 14 & 15) – which includes the operational arrangements that will apply in the event of changes in the nature of the Water and/or Sewerage Services provision including procedures to be adopted in an emergency situation which shall cover details of the information to be exchanged with Licensed Providers, methods of such communication and the timing of any such communications;
- **Trade Effluent Control** (Processes 16 – 19) – which includes procedures for the obtaining and modification of Trade Effluent Consents, Trade Effluent monitoring by Licensed Providers and Scottish Water, pollution incidents and the discontinuation of Trade Effluent Services and termination of Trade Effluent Consent;
- **Allowances** (Processes 20 – 21) – which includes procedures for applying for a fire fighting allowance and a non-return to sewer allowance;
- **Metering** (Appendix Part 5) – which sets out the interaction between MeterCo and the Licensed Providers and includes the procedures for the installation, removal and replacement

- of meters, meter accuracy checks and fault reporting and repairs; and
- (i) modification of the Operational Code and (ii) resolving any disputes in respect of the Operational Code.

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

Non-Household Customer Classification

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

Non-Household Customer Contact

In general, Non-Household Customers will interact with their Licensed Provider rather than with Scottish Water. In particular, Licensed Providers should be the initial point of contact for all enquires, although some Processes in this Code will involve Scottish Water coming into contact with Non-Household Customers following initial contact between the Non-Household Customer and their Licensed Provider. Further, in a limited number of cases Scottish Water may, with the approval of the Licensed Provider, make initial contact with the Non-Household Customer.

Operational Code Governance

The governance provisions which set out how this Operational Code may be amended are set out in section 8.8 of the Market Code.

Appendix

The Appendix attached to this Operational Code contains the following:

- Definitions and Acronyms (Part 1);
- Application Forms (Part 2);
- Dispute Resolution (Part 3);
- Framework and Accession Agreements (Part 4); and
- Metering Code (Part 5).

New Connections

General Introduction

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

New Connections

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

Purpose and Scope of Process 1:

This Process sets out the operational arrangements where a Licensed Provider applies for permission to make a new individual premises water connection to Scottish Water's Network. This application may be preceded by either a Non-Household Customer or a Developer making enquires of Scottish Water as to the provision of Water Services or Sewerage Services for the proposed development.

Although a Non-Household Customer or a Developer may make enquires of Scottish Water without a Licensed Provider, to apply for a new individual premises water connection a Non-Household Customer or Developer must appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate only with the Licensed Provider.

The Process for applying for permission to make a new individual premises water connection will be driven by the Licensed Provider working in conjunction with its Non-Household Customer. An application to make an individual premises water connection will attract an administration charge in accordance with the Wholesale Charges Scheme.

Process:

Step 1

A Non-Household Customer or Developer may make an enquiry of Scottish Water in relation to the provision of Water Services or Sewerage Services to a proposed development. Scottish Water will make an initial response within 10 Business Days of receipt of any such enquiry.

Step 2

The initial response by Scottish Water, based on the information provided by the Non-Household Customer or the Developer, will include provision of a reference number for the enquiry and will either confirm there is:

- sufficient capacity within the Network to enable provision of the required services; or
- insufficient capacity within the Network for the proposed development.

Where Scottish Water has confirmed there is insufficient capacity for the proposed development, within 5 Business Days of that confirmation it will advise the Non-Household Customer or the Developer of the Connection Requirements needed to enable provision of the required services.

Step 3

Following receipt of the Connection Requirements, if the Non-Household Customer or the Developer wishes to proceed with an application for a new individual premises water connection it must (if it has not done so already) appoint a Licensed Provider.

Step 4

It will be the responsibility of the Licensed Provider, working in conjunction with its Non-Household Customer, to determine the steps that must be taken (including any necessary modelling) to meet the Connection Requirements and enable a successful application for a new individual premises water connection (Form A) to be made to Scottish Water.

As part of those steps, the Licensed Provider may need to carry out modelling and/or obtain a development impact assessment ("**DIA**"). Should modelling and/or a DIA be necessary the Licensed Provider will notify Scottish Water of any information it requires to complete the modelling and/or the DIA and Scottish Water will provide the same within 10 Business Days of

receipt of the notification.

Step 5

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

Step 6

Within 10 Business Days of the date of receipt of an application form, Scottish Water confirms to the Licensed Provider that:

- the Connection Requirements have been met and a new water connection may be made as requested. This confirmation of connection will be valid for a period of 2 years from the date of notification to the Licensed Provider; or
- the Connection Requirements to enable provision of the required Water Services or Sewerage Services (which Scottish Water will set out if it has not done so already) have not been met; or
- the application will be dealt with under Process 3 of the Operational Code (a "Part 2/3" Water Connection) giving substantive reasons for Scottish Water's use of Process 3.

Step 7

Where a Licensed Provider has submitted an application form but has not met the Connection Requirements for its proposed new individual premises water connection (see Step 5 above), it must resubmit its application form (under Step 4 above) once it has met those Connection Requirements.

The Licensed Provider will have six months to resubmit its application form from the date of notification from Scottish Water that the Connection Requirements have not been met. If the Licensed Provider fails to resubmit the application form within six months then the application will lapse and the use of this Process 1 ends.

Step 8

Within 20 Business Days of the Licensed Provider's receipt of the confirmation of connection from Scottish Water, the Licensed Provider will notify Scottish Water that it intends either to (i) proceed with the water connection, or (ii) abandon the application (at which point the use of this Process 1 ends).

If the Licensed Provider does not notify Scottish Water that it intends to proceed with the water connection within the designated 2 year period then the confirmation will lapse and the use of this Process 1 ends.

Step 9

If the Licensed Provider notifies Scottish Water that it intends to proceed with the water connection it will:

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

Step 10

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

Step 11

Scottish Water thereafter may (at its own expense and with the consent of the Licensed Provider) carry out a Water Byelaws inspection (notifying the Licensed Provider further if there is a failure) and may

(again at its own expense) attend the bacteriological sampling and pressure testing. Should it be necessary, the Licensed Provider arranges any remedial action agreed as required and the provisions of Step 9 onwards recommence.

Step 12

The Licensed Provider makes the new individual premises water connection on the date notified to Scottish Water and notifies the Central Market Agency of this new water connection in accordance with the Market Code.

Step 13

Scottish Water invoices the Licensed Provider for the application in accordance with the amount specified in the Wholesale Charges Scheme and the Licensed Provider pays any invoice properly due.

First time water provision to a community

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

Purpose and Scope of Process 1A:

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

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

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

Process:

Step 1

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

Step 2

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

Step 3

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

- Where the potential Non-Household Customer declines the connection, no further action is taken.
- Where the potential Non-Household Customer agrees to the connection, Scottish Water will ask them to appoint a Licensed Provider.

Step 4

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

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

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

Step 5

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

New Connections

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

Purpose and scope of Process 2:

This Process sets out the operational arrangements where a Licensed Provider applies for permission to make a new individual premises sewerage connection to Scottish Water's Network. This application may be preceded by either a Non-Household Customer or a Developer making enquires of Scottish Water as to the provision of Water Services or Sewerage Services for the proposed development.

Although a Non-Household Customer or a Developer may make enquires of Scottish Water without a Licensed Provider, to apply for a new individual premises sewerage connection a Non-Household Customer or Developer must appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate only with the Licensed Provider.

The Process for applying for a new individual premises sewerage connection will be driven by the Licensed Provider working in conjunction with its Non-Household Customer. An application for an individual premises sewerage connection will attract an administration charge in accordance with the Wholesale Charges Scheme.

Process:

Step 1

A Non-Household Customer or Developer may make an enquiry in relation to the provision of Water Services or Sewerage Services to a proposed development. Scottish Water will make an initial response within 10 Business Days of receipt of such an enquiry.

Step 2

The initial response by Scottish Water, based on the information provided by the Non-Household Customer or the Developer, will include provision of a reference number for the enquiry and will either confirm there is:

- sufficient capacity within the Network to enable provision of the required services; or
- insufficient capacity within the Network for the proposed development.

Where Scottish Water has confirmed there is insufficient capacity for the proposed development, within 5 Business Days of that confirmation it will advise the Non-Household Customer or the Developer of the Connection Requirements needed to enable provision of the required services.

Step 3

Following receipt of the Connection Requirements, if the Non-Household Customer or the Developer wishes to proceed with an application for a new individual premises sewerage connection it must (if it has not done so already) appoint a Licensed Provider.

Step 4

It will be the responsibility of the Licensed Provider, working in conjunction with its Non-Household Customer, to determine the steps that must be taken (including any necessary modelling) to meet the

Connection Requirements and enable a successful application for a new individual premises sewerage connection (Form B) to be made to Scottish Water.

As part of those steps, the Licensed Provider may need to carry out modelling and/or obtain a development impact assessment ("**DIA**"). Should modelling and/or a DIA be necessary the Licensed Provider will notify Scottish Water of any information it requires to complete the modelling and/or the DIA and Scottish Water will provide the same within 10 Business Days of receipt of the notification.

Step 5

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

Step 6

Within 10 Business Days of the date of receipt of an application form, Scottish Water confirms to the Licensed Provider that:-

- the Connection Requirements have been met and a new sewerage connection may be made as requested. This confirmation of connection will be valid for a period of 2 years from the date of notification to the Licensed Provider; or
- the Connection Requirements to enable provision of the required Water Services or Sewerage Services (which Scottish Water will set out if it has not done so already) have not been met; or
- the application will be dealt with under Process 4 (a "Part 2/3" Sewerage Connection) of the Operational Code giving substantive reasons for Scottish Water's use of Process 4.

Step 7

Where a Licensed Provider has submitted an application form but has not met the Connection Requirements for its proposed new individual premises sewerage connection (see Step 5 above), it must resubmit its application form (under Step 4 above) once it has met those Connection Requirements.

The Licensed Provider will have six months to resubmit its application form from the date of notification from Scottish Water that the Connection Requirements have not been met. If the Licensed Provider fails to resubmit the application form within six months then the application will lapse and the use of this Process 2 ends.

Step 8

Within 20 Business Days of the Licensed Provider's receipt of the confirmation of connection from Scottish Water, the Licensed Provider will notify Scottish Water that it intends either to (i) proceed with the sewerage connection, or (ii) abandon the application (at which point the use of this Process 2 ends).

If the Licensed Provider does not notify Scottish Water that it intends to proceed with the sewerage connection within the designated 2 year period then the confirmation will lapse and the use of this Process 1 ends.

Step 9

If the Licensed Provider notifies Scottish Water that it intends to proceed with the sewerage connection it will:-

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

Step 10

The Licensed Provider will issue a request for a new Supply Point(s), related to the sewerage connection, to the Central Market Agency.

Step 11

The Licensed Provider arranges for the connection to be made on the date notified to Scottish Water.

Step 12

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

Step 12

Scottish Water invoices the Licensed Provider for the application in accordance with the amount specified in the Wholesale Charges Scheme and the Licensed Provider pays any invoice properly due.

First time sewerage provision to a community

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

Purpose and Scope of Process 2A:-

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

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

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

Process:-

Step 1

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

Step 2

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

Step 3

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

- Where the potential Non-Household Customer declines the connection, no further action is taken.
- Where the potential Non-Household Customer agrees to the connection, Scottish Water will ask them to appoint a Licensed Provider. Should the Non-Household Customer require a trade effluent consent, an application should be made through the relevant Process.

Step 4

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

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

Connections & New Supply Points.

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

Step 5

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

New Connections

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

Purpose and scope of Process 3:

This Process sets out the operational arrangements where a Licensed Provider applies for permission to make a new water main/trunk main/service reservoir connection to Scottish Water's Network. This application may be preceded by either a Non-Household Customer or a Developer making enquires of Scottish Water as to the provision of Water Services or Sewerage Services for the proposed development.

Although a Non-Household Customer or a Developer may make enquires of Scottish Water without a Licensed Provider, to apply for a new water main/trunk main/service reservoir connection a Non-Household Customer or Developer must appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate only with the Licensed Provider.

The Process for applying for permission to make a new water main/trunk main/service reservoir connection will be driven by the Licensed Provider working in conjunction with its Non-Household Customer. An application to make a water main/trunk main/service reservoir connection will attract an administration charge in accordance with the Wholesale Charges Scheme.

Process:

Step 1

A Non-Household Customer or Developer may make an enquiry in relation to the provision of Water Services or Sewerage Services to a proposed development. Scottish Water will make an initial response within 10 Business Days of receipt of such an enquiry.

Step 2

The initial response by Scottish Water, based on the information provided by the Non-Household Customer or the Developer, will include provision of a reference number for the enquiry and will either confirm there is:

- sufficient capacity within the Network to enable provision of the required services; or
- insufficient capacity within the Network for the proposed development.

Where Scottish Water has confirmed there is insufficient capacity for the proposed development, within 5 Business Days of that confirmation it will advise the Non-Household Customer or the Developer of the Connection Requirements needed to enable provision of the required services.

Step 3

Following receipt of the Connection Requirements, if the Non-Household Customer or the Developer wishes to proceed with an application for a new water main/trunk main/service reservoir connection it must (if it has not done so already) appoint a Licensed Provider.

Step 4

It will be the responsibility of the Licensed Provider, working in conjunction with its Non-Household Customer, to determine the steps that must be taken (including any necessary modelling) to meet the Connection Requirements and enable a successful application for a new water main/trunk main/service reservoir connection (Form C) to be made to Scottish Water.

As part of those steps, the Licensed Provider may need to carry out modelling and/or obtain a development impact assessment ("DIA"). Should modelling and/or a DIA be necessary the Licensed Provider will notify Scottish Water of any information it requires to complete the modelling and/or the DIA and Scottish Water will provide the same within 10 Business Days of receipt of the notification.

Step 5

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

Step 6

Within 20 Business Days of the date of receipt of an application form, Scottish Water confirms to the Licensed Provider that:

- the Connection Requirements have been met (including the development having the appropriate planning consents) and a new water main/trunk main/service reservoir connection may be made as requested. This confirmation of connection will be valid for a period of 2 years from the date of notification to the Licensed Provider and will incorporate an estimate of reasonable contribution; or
- the Connection Requirements to enable provision of the required Water Services or Sewerage Services (which Scottish Water will set out if it has not done so already) have not been met.

Step 7

Where a Licensed Provider has submitted an application form but has not met the Connection Requirements for its proposed new water main/trunk main/service reservoir connection (see Step 5 above), it must resubmit its application form (under Step 4 above) once it has met those Connection Requirements.

The Licensed Provider will have six months to resubmit its application form from the date of notification from Scottish Water that the Connection Requirements have not been met. If the Licensed Provider fails to resubmit the application form within six months then the application will lapse and the use of this Process 3 ends.

Step 8

Within 20 Business Days of the Licensed Provider's receipt of the confirmation of connection from Scottish Water, the Licensed Provider will notify Scottish Water that it intends (i) to proceed with the water main/trunk main/service reservoir connection, or (ii) abandon the application (at which point the use of this Process 3 ends).

If the Licensed Provider does not notify Scottish Water that it intends to proceed with the water main/trunk main/service reservoir connection within the designated 2 year period then the confirmation will lapse and the use of this Process 3 ends.

Step 9

If the Licensed Provider notifies Scottish Water that it intends to proceed with the sewerage connection it will:

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

Step 10

The Licensed Provider will issue a request for a new Supply Point(s), related to the connection, to the Central Market Agency no less than 1 month ahead of the estimated date of connection in

accordance with the Market Code.

Step 11

Scottish Water thereafter may (at its own expense and with the consent of the Licensed Provider) attend the bacteriological sampling and pressure testing. Should it be necessary, the Licensed Provider arranges any remedial action agreed as required and the provisions of Step 9 onwards recommence.

Step 12

The Licensed Provider makes the connection on the notified date, Scottish Water promptly issues a completion certificate and the Licensed Provider notifies the Central Market Agency within 2 Business Days of this new connection in accordance with the Market Code.

Step 13

Scottish Water invoices the Licensed Provider for the application in accordance with the amount specified in the Wholesale Charges Scheme and the Licensed Provider pays any invoice properly due.

New Connections

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

Purpose and scope of Process 4:

This Process sets out the operational arrangements where a Licensed Provider applies for permission to make a new sewerage mains/trunk sewer/waste water system connection to Scottish Water's Network. This application may be preceded by either a Non-Household Customer or a Developer making enquires of Scottish Water as to the provision of Water Services or Sewerage Services for the proposed development.

Although a Non-Household Customer or a Developer may make enquires of Scottish Water without a Licensed Provider, to apply for a new sewerage mains/trunk sewer/waste water system connection a Non-Household Customer or Developer must appoint a Licensed Provider. When Scottish Water is notified that a Licensed Provider has been appointed, it will from that time forward communicate only with the Licensed Provider.

The Process for applying for permission to make a new sewerage mains/trunk sewer/waste water system connection will be driven by the Licensed Provider working in conjunction with its Non-Household Customer. An application to make a sewerage mains/trunk sewer/waste water system connection will attract an administration charge in accordance with the Wholesale Charges Scheme.

Process:

Step 1

A Non-Household Customer or Developer may make an enquiry in relation to the provision of Water Services or Sewerage Services to a proposed development. Scottish Water will make an initial response within 10 Business Days of receipt of such an enquiry.

Step 2

The initial response by Scottish Water, based on the information provided by the Non-Household Customer or the Developer, will include provision of a reference number for the enquiry and will either confirm there is:

- sufficient capacity within the Network to enable provision of the required services; or
- insufficient capacity within the Network for the proposed development.

Where Scottish Water has confirmed there is insufficient capacity for the proposed development, within 5 Business Days of that confirmation it will advise the Non-Household Customer or the Developer of the Connection Requirements needed to enable provision of the required services.

Step 3

Following receipt of the Connection Requirements, if the Non-Household Customer or the Developer wishes to proceed with an application for a new sewerage mains/trunk sewer/waste water system

connection it must (if it has not done so already) appoint a Licensed Provider.

Step 3

It will be the responsibility of the Licensed Provider, working in conjunction with its Non-Household Customer, to determine the steps that must be taken (including any necessary modelling) to meet the Connection Requirements and enable a successful application for a new sewerage mains/trunk sewer/waste water system connection (Form D) to be made to Scottish Water.

As part of those steps, the Licensed Provider may need to carry out modelling and/or obtain a development impact assessment ("**DIA**"). Should modelling and/or a DIA be necessary the Licensed Provider will notify Scottish Water of any information it requires to complete the modelling and/or the DIA and Scottish Water will provide the same within 10 Business Days of receipt of the notification.

Step 5

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

Step 6

Within 20 Business Days of the date of receipt of an application form, Scottish Water confirms to the Licensed Provider that:

- the Connection Requirements have been met (including the development having the appropriate planning consents) and a new sewerage mains/trunk sewer/waste water system connection may be made as requested. This confirmation of connection will be valid for a period of 2 years from the date of notification to the Licensed Provider and will incorporate an estimate of reasonable contribution; or
- the Connection Requirements to enable provision of the required Water Services or Sewerage Services (which Scottish Water will set out if it has not done so already) have not been met.

Step 7

Where a Licensed Provider has submitted an application form but has not met the Connection Requirements for its proposed new water main/trunk main/service reservoir connection (see Step 5 above), it must resubmit its application form (under Step 4 above) once it has met those Connection Requirements.

The Licensed Provider will have six months to resubmit its application form from the date of notification from Scottish Water that the Connection Requirements have not been met. If the Licensed Provider fails to resubmit the application form within six months then the application will lapse and the use of this Process 4 ends.

Step 8

Within 20 Business Days of the Licensed Provider's receipt of the confirmation of connection from Scottish Water, the Licensed Provider will notify Scottish Water that it intends to (i) proceed with the sewerage mains/trunk sewer/waste water system connection, or (ii) abandon the application (at which point the use of this Process 4 ends).

If the Licensed Provider does not notify Scottish Water that it intends to proceed with the sewerage mains/trunk sewer/waste water system connection within the designated 2 year period then the confirmation will lapse and the use of this Process 4 ends.

Step 9

If the Licensed Provider notifies Scottish Water that it intends to proceed with the sewerage connection it will:

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

Step 10

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

Step 11

The Licensed Provider makes the connection on the date notified to Scottish Water. Scottish Water may (at its own expense and with the consent of the Licensed Provider) carry out an inspection of the connection and immediately notifies the Licensed Provider of any failure. Should it be necessary the Licensed Provider arranges any agreed remedial action.

Step 12

Following a successful connection, Scottish Water then promptly issues a completion certificate and the Licensed Provider notifies the Central Market Agency within 2 Business Days of this new connection in accordance with the Market Code.

Step 13

Scottish Water invoices the Licensed Provider for the application in accordance with the amount specified in the Wholesale Charges Scheme and the Licensed Provider pays any invoice properly due.

New Connections

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

Purpose and scope of Process 5:

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

Process:

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

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

Step 3

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

Step 4

If the Licensed Provider accepts the connection offer it will:

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

Step 5

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

Step 6

The Licensed Provider then makes the connection on the agreed date.

Step 7

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

Step 8

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

Water Quality Sampling/Water Byelaws

General Introduction

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

Water Quality Sampling / Water Byelaws

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

Purpose and scope of Process 6:

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

Process:

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Water Quality Sampling / Water Byelaws

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

Purpose and scope of Process 7:

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

Process:

Step 1

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

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

Step 2

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

Enquiries, Complaints and Contacts

General Introduction

Processes 8-12 set out the procedures for standard and 24 hour enquiries, and complaints. Where an enquiry relates to an Emergency or public health matter, Scottish Water will be responsible for such enquiries. All other enquiries will be dealt with by a Licensed Provider or Scottish Water depending on their content and to whom they are addressed.

Enquiries, Complaints and Contacts

Process 8 – Non-Household Customer enquiries

Purpose and Scope of Process 8:

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

Process:

When Scottish Water receives an enquiry in relation to the provision of Water or Sewerage Services from a Non-Household Customer, it will immediately re-direct the Non-Household Customer to the relevant Licensed Provider and inform the Licensed Provider forthwith of the enquiry except for enquiries which are related to an Emergency or may be related to public health which are covered by Process 12.

Enquiries, Complaints and Contacts

Process 9 – Trade Effluent enquiries

Purpose and scope of Process 9:

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

Process:

Scottish Water

Step 1

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

Step 2

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

Licensed Provider

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

Enquiries, Complaints and Contacts

Process 10 – Water Byelaw enquiries

Purpose and scope of Process 10:

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

Process:

Scottish Water

Step 1

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

Step 2

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

Licensed Provider

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

Enquiries, Complaints and Contacts

Process 11 – Complaints relating to Scottish Water's services

Purpose and scope of Process 11:

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

Process:

Step 1

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

Step 2

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

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

Step 3

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

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

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

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

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

Step 4

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

Enquiries, Complaints and Contacts

Process 12 – Contacts on 24 hour numbers

Purpose and scope of Process 12:

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

Process:

Step 1

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

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

Step 2

The arrangements will ensure that:

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

Planned Activities and Affected Services

General Introduction

Process 13 deals with the long-term and short-term planning activities carried out by Scottish Water in relation to the provision of Water and Sewerage Services.

Planned Activities and Affected Services

Process 13 – Planned activities

Purpose and scope of Process 13:

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

Process:

Long-term Planning process

Step 1

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

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

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

Step 2

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

Short-term Planning process

Step 1

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

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

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

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

Step 2

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

Step 3

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

Unplanned Changes to Services

General Introduction

Processes 14 and 15 set out the procedures for unplanned changes to Water Services, Sewerage Services, and emergency activities.

Unplanned Changes to Water and/or Sewerage Services

Process 14 – Unplanned changes to Water and/or Sewerage Services

Purpose and scope of Process 14:

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

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

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

Process:

Step 1

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

- a Non-Household Customer informs a Licensed Provider directly. The Licensed Provider will inform Scottish Water forthwith if the Non-Household Customer's communication may

concern a public health matter. Otherwise the Licensed Provider will notify Scottish Water without delay or at the latest within 3 hours of its being informed. That notification to Scottish Water to be made between 0900 hours and 1800 hours on the Business Day that it comes to the attention of the Licensed Provider or otherwise where the 3 hours has not expired at 1800 hours, between 0900 hours and 1800 hours on the next Business Day;

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

Step 2

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

Step 3

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

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

Step 4

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

Step 5

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

Step 6

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

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

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

Step 7

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

Unplanned Changes to Services

Process 15 – Emergency activities

Purpose and scope of Process 15:

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

- (i) an event governed by The Security and Emergency Measures (Scottish Water) (Scotland) Direction 2002 notified to Scottish Ministers and which arises in a civil emergency or where there are threats to national security; or
- (ii) results from flooding from sewers or where water gets into the gas system;

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

Process:

Emergency Planning

Step 1

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

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

Step 2

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

Declaration of an Emergency

Step 1

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

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

Step 2

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

- press and broadcast media;

- loudhailers; and
- leaflet drops.

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

Implementation of Emergency Plans

Step 1

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

Step 2

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

Step 3

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

Step 4

In managing an Emergency Scottish Water may require:

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

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

Step 5

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

Step 6

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

Trade Effluent Control

General Introduction

Processes 16 to 19 set out the procedures for the application/modification of Trade Effluent Consents, Trade Effluent monitoring, pollution incidents, and the discontinuation of Trade Effluent Services/Consents.

Trade Effluent Control

Process 16 – Application for and modification to a Trade Effluent Consent

Purpose and scope of Process 16:

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

Process:-

Consent Grant

Step 1

The Non-Household Customer appoints a Licensed Provider.

Step 2

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

Step 3

Having received an application form from a Licensed Provider, if Scottish Water requires further information in respect of the application it will, within 5 Business Days of receipt of the form:

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

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

Step 4

Scottish Water will provide a non-binding indicative decision on the application within 45 days from receipt of the application form. Following receipt of the indicative decision, the Licensed Provider may make representations to Scottish Water and/or provide further information to Scottish Water as it considers necessary.

Step 5

Having made its final decision on the application, Scottish Water may either:

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

Scottish Water must make its final decision on the application within a maximum of 90 days from receipt of the application form. If Scottish Water fails to provide a final decision within 90 days from receipt of the application form it is deemed to have taken a decision to refuse its consent to the application on the last day of that period.

Scottish Water will send notice of such Trade Effluent Consent or rejection to the Licensed Provider, the owner and the occupier of the Non-Household Customer's Premises or any prospective occupier,

and any statutory consultees previously notified.

Step 6

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

Modification

Step 1

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

Step 2

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

Step 3

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

Qualifying small or temporary agreements

Step 1

The Non-Household Customer appoints a Licensed Provider

Step 2

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

Step 3

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

Step 4

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

Step 5

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

Trade Effluent Control

Process 17 – Trade Effluent monitoring

Purpose and scope of Process 17:

Scottish Water has an obligation under the Sewerage (Scotland) Act 1968 to enforce Trade Effluent compliance. This obligation is discharged through monitoring (in particular, regular and spot sampling of Trade Effluent carried out by the Licensed Provider). This Process sets out the operational arrangements for this monitoring process.

Process:

Regular sampling visits

Step 1

The Licensed Provider will liaise with Scottish Water to produce a plan for the regular sampling of the Licensed Provider's trade effluent customers (the "**Sampling Plan**"). The Sampling Plan will include the sampling regime for all of the Licensed Provider's trade effluent customers and the Licensed Provider will update the Sampling Plan within 28 days when it acquires or loses a trade effluent customer. As a minimum, the Sampling Plan will include:

- a list of premises (by post code) that will be visited;
- the levels specified for each of the premises in the relevant Trade Effluent Consent;
- the frequency of the visits to each of the premises (the frequency of visits will be dependent upon various factors including the nature and volume of the Trade Effluent and the Non-Household Customer's compliance record with the Trade Effluent Consent);
- the timings of the visits to each of the premises (the Licensed Provider will normally arrange visits for a Business Day); and
- the guidelines it will follow when making unannounced spot sampling visits including, in the case of a Self-Supply Licensed Provider, the number of visits per year that Scottish Water may make.

Step 3

The Licensed Provider may make arrangements for automated sampling and monitoring, and for recording such data remotely. The Licensed Provider shall be responsible for reporting the information obtained from the sampling visit the Central Market Agency.

Spot sampling visits

Step 1

In preparing its Sampling Plan, the Licensed Provider will set out the guidelines it will follow when carrying out spot sampling at the Non-Household Customer's Premises. As a minimum these guidelines will include that any spot sampling must be carried out unannounced to the Non-Household Customer.

Step 2

If the Licensed Provider or Scottish Water has reasonable grounds to suspect non-compliance with a Trade Effluent Consent, the Licensed Provider may, of its own volition or at Scottish Water's request and in accordance with the guidelines specified in its Sampling Plan, make an unannounced visit to the Non-Household Customer's Premises to collect samples and monitor discharges in relation to the levels specified in the Non-Household Customer's Trade Effluent Consent.

Step 3

The Licensed Provider shall be responsible for reporting the information obtained from the spot sampling visit to the Central Market Agency.

Spot sampling visits for Self-Supply Licensed Providers

Step 1

Where the Licensed Provider is a Self-Supply Licensed Provider as defined under the Market Code, Scottish Water may make unannounced visits to the Non-Household Customer's Premises to collect samples and monitor discharges in relation to the levels specified in the Non-Household Customer's Trade Effluent Consent.

Step 2

The number of unannounced visits per year Scottish Water may make will be agreed between the Self-Supply Licensed Provider and Scottish Water. This number (which shall be a minimum of 4 per year) will be recorded in the Self-Supply Licensed Provider's Sampling Plan.

Situations of risk to Scottish Water staff and/or to the environment

Step 1

Where Scottish Water has reasonable grounds to believe there is a genuine risk to its staff or the environment as a result of a trade effluent discharge, Scottish Water may make an unannounced visit to the Non-Household Customer's Premises to collect samples and monitor discharges in relation to the levels specified in the Non-Household Customer's Trade Effluent Consent.

Step 2

Scottish Water may in advance notify the Non-Household Customer's Licensed Provider that a visit will be necessary, but there is no obligation on Scottish Water to do so. Where the Licensed Provider has been informed in advance by Scottish Water, the Licensed Provider will at all times keep the visit confidential from the Non-Household Customer. Where Scottish Water has not informed the License Provider in advance of the visit, it will inform the Licensed Provider within 24 hours after the visit has taken place providing reasons for its occurrence.

Non-compliance

Step 1

Scottish Water will receive site specific information from the Central Market Agency in relation to trade effluent discharges.

Step 2

Where Scottish Water has reasonable grounds to believe there has been non-compliance with the Trade Effluent Consent at Non-Household Customer's Premises, Scottish Water may investigate the matter with the Licensed Provider.

Step 3

Scottish Water will first request relevant information from the Licensed Provider that spot-sampling activities have been carried out in accordance with the agreed Sampling Plan referred to above. Where, after receipt of such evidence, Scottish Water still has reasonable grounds to believe there has been non-compliance with the Trade Effluent Consent, Scottish water may (if it deems it necessary) carry out its own sampling at the relevant site. Scottish Water will be required to provide reasons for its decision to carry out its own sampling. Where it is necessary for Scottish Water to carry out such sampling, it may recover the reasonable costs of so doing from the Licensed Provider.

Step 4

If, after the steps above have been carried out, Scottish Water's monitoring detects continued non-compliance with the Trade Effluent Consent, Scottish Water will determine the scale of the non-compliance with the Trade Effluent Consent. Scottish Water will inform the Licensed Provider promptly of any significant non-compliance.

Step 5

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

Trade Effluent Control

Process 18 – Pollution incidents

Purpose and Scope of Process 18:

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

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

Process:

Category 3 or Category 2 incidents

Step 1

Where information received by Scottish Water identifies a potential trade effluent pollution incident on the Category 3 or Category 2 scale as defined by SEPA, Scottish Water will forward that information to the relevant Licensed Provider. The Licensed Provider will then be responsible for reviewing the information received and investigating the incident as necessary to determine the source of pollution.

Step 2

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

Step 3

If the Licensed Provider determines, on the basis of an investigation undertaken by it, that the source of the pollution incident is attributable to a Non-Household Customer:

- the Licensed Provider will promptly contact Scottish Water to provide it with information regarding the pollution incident; and
- within 2 Business Days of that initial contact, the Licensed Provider will notify Scottish Water of the remedial actions it requires the Non-Household Customer to take to cease the pollution and to prevent its re-occurrence, and the steps and the timetable for those actions.

Once it receives notification from the Licensed Provider as to the intended remedial actions, Scottish Water will promptly inform the Licensed Provider either of its agreement to the proposals or any additional actions to be taken by the Non-Household Customer to cease the pollution and/or prevent re-occurrence.

Category 1 incidents

Step 1

Where the information received by Scottish Water identifies a potential trade effluent pollution incident on the Category 1 scale as defined by SEPA, Scottish Water will review the information and will itself investigate the incident as necessary to determine the source of pollution and notify all Licensed Providers.

Step 2

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

Step 3

Where, in the course of an investigation being undertaken by Scottish Water, it is required to visit a Non-Household Customer's Premises, Scottish Water will inform the Licensed Provider within 24 hours after any such site visit has taken place.

Step 5

If Scottish Water determines on the basis of an investigation undertaken by it or by the Licensed Provider that the source of the pollution incident is attributable to a Non-Household Customer:

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

Trade Effluent Control

Process 19 – Discontinuation of Trade Effluent Services and termination of consent

Purpose and scope of Process 19:

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

Process:

Licensed Provider requests to discontinue Trade Effluent Services

Step 1

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

Step 2

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

Step 3

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

Step 4

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

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

Step 5

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

Step 6

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

Termination of Trade Effluent Consent

Step 1

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

Step 2

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

Step 3

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

Step 4

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

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

Step 5

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

Allowances

General Introduction

Processes 20 – 21 set out the procedures to be followed when applying for a fire fighting allowance and a non-return to sewer allowance.

Allowances

Process 20 – Fire Fighting Allowance

Purpose and scope of Process 20:

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

Process:

Step 1

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

Step 2

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

Step 3

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

Allowances

Process 21 – Non-Return to Sewer Allowance

Purpose and scope of Process 21:

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

Process:

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Verification of Supply Point

General Introduction

Process 22 sets out the procedure to be followed by the Licensed Provider and Scottish Water when there is a requirement to verify the details of a physical Supply Point in relation to the corresponding details held on record.

Verification of Supply Point

Process 22 – Verification of Supply Point

Purpose and scope of Process 22:

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

Process:-

Step 1

Either:-

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

Step 2

Scottish Water will make a planned visit to the Non-Household Customer's Premises on a date and

time agreed with the Licensed Provider to physically inspect the Supply Point(s). The Licensed Provider may be present at the time of the planned visit.

Step 3

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

Step 4

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

Step 5

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

Step 6

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

APPENDIX

Part 1
Definitions and Acronyms

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

TERM	DEFINITION
2002 Act	Means the Water Industry(Scotland) Act 2002;
2005 Act	Means the Water Services etc. (Scotland) Act 2005;
Accession Agreement	Means an agreement in the form set out in the Appendix (Part 4) whereby a potential Code Party accedes to the Framework Agreement;
Appointed Contractor	Means a contractor appointed by Scottish Water (who may also be a Licensed Provider) to carry out certain services under this Operational Code;
Business Day	Means the period of 08:00 to 18:00 hours on any day other than a Saturday or Sunday or a bank holiday in Scotland under the Banking and Financial Dealings Act 1971;
Central Market Agency or CMA	Means any body established by or under any directions made by the Commission relating inter alia to the central market agency to exercise certain central market functions in relation to the participation of Licensed Providers in the provision of Water Services and Sewerage Services, the first such body being Central Market Agency Limited, a company limited by guarantee with registered number SC328635 and having its registered office at Enterprise House, Springkerse Business Park, Stirling, FK7 7UF;
Code Parties	Means Scottish Water and the Licensed Providers and, in respect of Part 5 of the Appendix to this Operational Code (Metering Code), Metering Co as defined in Part 5
Commission	Means the body established under section 1 of the 2002 Act;
Connection Requirements	The network reinforcement or other work that must be carried out before a development proposed by a Non-Household Customer or a Developer can be connected to Scottish Water's Network.
Developer	Means a property developer who requests a new connection to the Public Water Supply System or the Public Sewerage System in respect of a Supply Point (often in the planning stage);
DIA	Has the meaning given in Process 3 of this Code;
Dispute	Has the meaning given in Part 3 of the Appendix to this Code;
Disputing Party	Has the meaning given in Part 3 of the Appendix to this Code;
Effective Date	Means the Operational Code Effective Date defined in the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction);
Emergency	Has the meaning given in Process 21;
Emergency Plans	Means plans made, reviewed and implemented by Scottish Water under the Directions, to ensure the provision of essential Water and/ or Sewerage Services in the event of an Emergency;
Expert	Has the meaning given in Part 3 of the Appendix to this Code;
Expert Notification	Has the meaning given in Part 3 of the Appendix to this Code;
Foul Sewerage Services	Means making arrangements for:- (i) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises, through the Public Sewerage System where the sewage and/or the related water supply is Metered; or (ii) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises, through the Public Sewerage System,

TERM	DEFINITION
	where both the sewage and the related water supply are Unmeasurable; or (iii) the provision of sewerage to, and the disposal of sewage from, any Eligible Premises through the Public Sewerage System where the sewage and/or the related water supply is Measurable but is not Metered;
Framework Agreement	Means the agreement entered into among the Original Licensed Providers and Scottish Water on the Effective Date, in the form set out in the Appendix (Part 4);
Law	Means any Act of Parliament or of the Scottish Parliament, any statutory instrument or other subordinate legislation of either parliament, any exercise of the Royal Prerogative, any enforceable community right within the meaning of section 2 of the European Communities Act 1972, any applicable guidance direction or determination with which a Code Party is bound to comply and any applicable judgment of a relevant court of law which creates binding precedent in Scotland and any Water Byelaw;
Licence	Means a Water Services Licence or a Sewerage Services Licence;
Licensed Provider	Means a Water Services provider or a Sewerage Services provider as those terms are defined in sections 6(2) and 6(4) of the 2005 Act respectively;
Licensed Provider ID	Means the unique identification number allocated or to be allocated to each Licensed Provider;
Market Code	Means the code designated as such by or under the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction);
Measurable	Has the meaning set out in the Market Code;
Meter Reference Number	Means the unique identification number allocated or to be allocated to each meter;
Metered	Means any Water Services or Sewerage Services for which Usage is calculated from a metered source or a series of related metered sources;
Network	Means the physical assets of the Public Water Supply System and the Public Sewerage System, taken together;
Non-Household Customer	Means the occupier of any Eligible Premises;
Non-Household Customer's Premises.	Means Eligible Premises;
Non-Household Customer's Supply Point ID	Means the unique identification number allocated or to be allocated to each Supply Point;
Operational Code Objectives	Has the meaning set out in the Market Code;
Operational Code Principles	Has the meaning set out in the Market Code;
Original Licensed Provider	Means a party to the Framework Agreement as listed in the Schedule to the Framework Agreement;
Public Sewerage System	Means, any and all of the sewers (and junctions therewith), drains, SUD systems, sewage treatment works and other similar infrastructure which are (either or both): (a) vested in Scottish Water; or (b) used by Scottish Water (or a person acting on its behalf or under its authority) in connection with the exercise of Scottish Water's core functions as respects the provision of sewerage or the disposal of sewage;
Related Dispute	Has the meaning given in Part 3 of the Appendix to this Code;
Related Procedure	Has the meaning given in Part 3 of the Appendix to this Code;
Sampling Plan	Has the meaning given in Process 17 of this Code;
Scottish Water	Means the body established under Part 3 of the 2002 Act and any statutory successor to or assignee of such body;
Sensitive Customers	Has the meaning given under the section headed "Non-Household

TERM	DEFINITION
	Customer Classification" in this Code;
Sewerage Services	Means all Foul Sewerage Services, Surface Water Drainage Services and Trade Effluent Services which are provided to any Eligible Premises;
Sewerage Services Licence	Means the licence granted under section 6(3) of the 2005 Act;
Standards	Means those standards contained in: <ul style="list-style-type: none"> (i) "Water for Scotland" and "Sewers for Scotland", the Water Research Council's policy, design and construction guide for developers in Scotland, as amended or replaced from time to time; (ii) the Terms and Conditions; (iii) Scottish Water's Trade Effluent control policy as amended from time to time; and (iv) the Water Byelaws.
Supply Point	means subject always to section 5.15 of the Market Code, in relation to any Eligible Premises, the point at which Water Services or Sewerage Services are provided and (to avoid doubt):- <ul style="list-style-type: none"> (a) any Eligible Premises that receives both Water Services and Sewerage Services shall have two Supply Points; and (b) any Eligible Premises that receives either Water Services or Sewerage Services only shall have one Supply Point;
Surface Water Drainage Services	means making arrangements for or in relation to drainage from or in relation to any Eligible Premises to the Public Sewerage System (comprising property and roads drainage as appropriate);
Terms and Conditions	Means the schedule of terms and conditions for the supply of water by meter or otherwise, produced by Scottish Water under section 55 of the Water (Scotland) Act 1980;
Trade Effluent	Has the meaning given in section 59(1) of the Sewerage (Scotland) Act 1968;
Trade Effluent Consent	Means a consent given by Scottish Water under section 26 of the Sewerage (Scotland) Act 1968;
Trade Effluent Services	Means making arrangements for or in relation to the provision of sewerage, or disposal of sewage, in respect of trade effluent discharged from any Eligible Premises; where the sewage and/or the related water supply is either Metered, Unmeasurable or Measurable but is not Metered;
Unmeasurable	Means any Water Services or Sewerage Services for which Scottish Water notifies the CMA that the supply is unmeasurable including any supply for which Scottish Water determines that meter installation is infeasible in accordance with Process 8 of this Operational Code;
Usage	Has the meaning set out in the Market Code;
Water Byelaws	Means the Byelaws created by Scottish Water under section .70 and confirmed by the Scottish Ministers under section 72 of the Water (Scotland) Act 1980, as amended from time to time;
Water Services	Means making arrangements for or in relation to <ul style="list-style-type: none"> (i) the supply of water through the Public Water Supply System where the supply is Metered; or (ii) the supply of water through the Public Water Supply System to a Supply Point where the supply is Unmeasurable; or (iii) the supply of water through the Public Water Supply System where the supply is Measurable but is not Metered.
Water Services Licence	Means a licence granted under section 6(1) of the 2005 Act;
Wholesale Charges Scheme	Means Scottish Water's charges scheme setting out its charges for Water Services and Sewerage Services approved by the Commission under Section 29A of the 2002 Act from time to time; and

TERM	DEFINITION
Wholesale Services Agreement	Means any agreement entered into pursuant to section 16 of the 2005 Act.

Part 2
Application Forms

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

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

Form B - Application for an Individual Premises Sewerage Connection

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

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

Form E - Application for a Development Impact Assessment

Form F - Meter Service Request Form

Form G - Complaint Form

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

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

Form K – Verification of Supply Point(s) Request

Part 3

Dispute Resolution

1. Disputes

Subject to any contrary provision of:

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

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

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

2. Initial Discussion

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

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

4. Reference to the Expert 4.1

Appointment of the Expert

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

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

4.1.3 An Expert Notification shall include the following:

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

confidential and should be treated as if the Expert were a party and that it should not be disclosed, copied or revealed whether the appointment is accepted or not;

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

4.2 Determination by the Expert

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

4.3 Effect of Expert Determination

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

4.4 Costs

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

5. Conjoined Disputes

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

Part 4

Framework and Accession Agreements

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

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

OPERATIONAL CODE FRAMEWORK AGREEMENT

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

WHEREAS

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

NOW IT IS AGREED as follows:

1. Interpretation

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

- "Accession Agreement"** means the agreement entered into from time to time between an Applicant, who intends to be bound by the terms of this Agreement, and Scottish Water;
- "Agreement"** means this Agreement including the recitals and schedule annexed hereto;
- "Applicant"** has the meaning provided for in the Accession Agreement;
- "Authorised Person"** means a person authorised by all of the Parties to

	sign on behalf of each such Party any Accession Agreement whereby an Applicant is admitted as a new Party;
"Commission"	means the body established under section 1 of the Water Industry (Scotland) Act 2002;
"Discontinuance Date"	means the date, when a Discontinuing Party will cease to be a Party to this Agreement;
"Discontinuing Party"	means a Party to this Agreement who will cease to be a Party to this Agreement with effect from the Discontinuance Date;
"Effective Date"	means: <ul style="list-style-type: none">(i) with respect to each of the Original Parties, the date of this Agreement; and(ii) with respect to any Applicant who is admitted as a New Party and (as respects such Applicant) the other Parties, the date of the relevant Accession Agreement;
"Licence"	means the Water Services Licence [and/or the Sewerage Services Licence] granted pursuant to section 6(1) [and 6(3) respectively] of the Act, as modified from time to time;
"Operational Code"	means the code to be adhered to by Scottish Water in terms of the Water Services (Codes and Services) Directions 2007 (or any other direction which amends, replaces or supplements, or is made in respect of substantially the same subject matter as that direction), and to be adhered to by the Licensee in accordance with the standard conditions of their Licence;
"Original Parties"	means the persons whose names are set out in the Schedule hereto;
"Party"	means, subject as provided in paragraph 4, any of the Original Parties or any new Party;
"Scottish Water"	means the body established under Part 3 of the Water Industry (Scotland) Act 2002; and

"SWBS" means Scottish Water Business Stream Limited, a limited liability company with registered number SC294924 and having its registered office at Castle House, 6 Castle Drive, Dunfermline, KY11 8GG.

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

2. Commencement

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

3. New Parties

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

4. Discontinuing Parties

A Party which becomes a Discontinuing Party shall with effect from the Discontinuance Date cease to be a Party, but without prejudice to any provision of the Operational Code as to the continuance in force of any of its provisions as respects, or any rights, obligations and liabilities of, any such Party or (as respects such Party) any other Party.

5. Operational Code

- 5.1 The Operational Code is hereby given effect between and made binding upon each Party with effect from the Effective Date.
- 5.2 With effect from the Effective Date, each Party undertakes to each other Party to comply with and to perform its obligations in accordance with and subject to the Operational Code.

6. Severance

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

7. Governing Law

- 7.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland.
- 7.2 Each of the Parties hereby submits to the exclusive jurisdiction of the Courts of Scotland.

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

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

.....

a Director/the Secretary/Authorised Signatory at

on the..... day of Director/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness

Full Name

Address.....

Occupation:

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

.....

a Director/the Secretary/Authorised Signatory at

on the..... day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness

Full Name

Address.....

Occupation:

Schedule

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

Scottish Water

[insert Scottish Water address]

Licensed Providers

S W B S

[insert SWBS address]

Others [Insert]

OPERATIONAL CODE ACCESSION AGREEMENT

THIS ACCESSION AGREEMENT is made

BETWEEN:

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

WHEREAS:

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

NOW IT IS AGREED as follows:

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

the Accession Date be treated as if it has been a signatory of the Framework Agreement from the Accession Date, and as if this Accession Agreement were part of the Framework Agreement from the Accession Date, and the rights and obligations of the Parties shall be construed accordingly.

- 6. This Accession Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Accession Agreement.
- 7. In the event of any provision (or part of any provision) of this Agreement being or becoming void, illegal or unenforceable in any respect under the law of any jurisdiction in which this Agreement is effective, the validity, legality and enforceability in that jurisdiction of the remainder of that provision (where appropriate) and of all other provisions of this Agreement shall not be in any way affected or impaired thereby.
- 8. This Accession Agreement shall be governed by and construed in accordance with the laws of Scotland. Each of the parties hereby submits to the exclusive jurisdiction of the Courts of Scotland.

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

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

by.....

a Director/the Secretary/Authorised Signatory at

on the day of Director/Secretary/Authorised Signatory 200[xx]

in the presence of the following witness:-

Witness.....

Full Name

Address

Occupation:

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

a Director/the Secretary/Authorised Signatory at

on the day ofDirector/Secretary/Authorised Signatory 200[

]

in the presence of the following witness:-

Witness.....

Full Name

Address

Occupation: