

# Code of practice for pipelaying

Code of practice for exercise of pipelaying  
and related works in private land



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### Section three

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# Introduction

- 1.** This booklet is the Code of Practice prepared by Anglian Water Services Limited under section 182 of the Water Industry Act 1991 (“the Act”) and has the approval of the Secretary of State. It sets out good practice with regard to our powers and duties when we lay or carry out work on pipes in private land or do work to prevent contamination of the water in our waterworks. It also explains what you (the landowner and/or occupier) are entitled to expect. The Act allows, and in some cases requires, us to do these works. It also lays down some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.
- 2.** Before we lay a pipe we need to plan a route. We consider many aspects including:-
  - the directness of possible routes;
  - the cost (both of laying and maintaining the pipe), including the amount of any compensation which we may have to pay;
  - the disruptive effect of the works (to traffic, businesses and individuals);
  - engineering considerations;
  - the desirability of achieving gravity flow;
  - and
  - the avoidance of sites of environmental importance.
- 3.** As a result we may have to lay pipes in land which is privately owned. Where that is the case, we will endeavour to consult you (as the owner or occupier) and, by the use of good working practice, seek to minimise any damage. After our works are completed, we will carry out reinstatement works so that the land is restored to its original condition. If this is not practicable, compensation will be payable for any loss or damage caused by the works.
- 4.** We will comply with the Code wherever it is possible and reasonably practicable to do so. If we cannot do so, we will explain why. We will also comply with any other relevant legislation. This Code does not affect any other rights or powers that you or we may have.
- 5.** Certain provisions of this Code do not apply to the laying of pipes within a development site. In particular, paragraphs 17 - 20, 31 and all references to reinstatement. Similarly, certain provisions may not apply when we do work on a service pipe. You should also note that, although the Code need not apply to works done in connection with surveys and trial holes, we will comply with its provisions where possible.
- 6.** This Code is in three sections which describe what happens:-
  - before the works occur
  - during the works
  - and
  - after the works have been completed.

# Section one

## Before the works occur

### Surveying and trial holes

7. Once we are aware of the requirement for a new pipeline we may need to survey possible routes. This is so that we can work out the best route and the method by which to lay the pipe. If we need to make any experimental trial holes or boring so that we can determine the nature of soils and geology below the surface of your land we will advise you. Unless it is an emergency, or we have agreed a shorter period, we will give you a minimum of seven days' notice before we enter. We will disturb the land as little as possible. If we are unable to fill in the hole immediately we will secure it and / or fence it off. Compensation can be claimed for any temporary loss or disturbance due to the work.

### Consultation and notice of works

8. We are required to give you formal written Notice, of our intention to carry out works on your land. The Notice will be accompanied by a plan and a letter. These documents will give you information about where we intend to lay the pipe, the extent of the working area and when we intend to do the work. It is strongly advisable to file the Notice and plan with the Title deeds of your property, so that subsequent purchasers of the land are aware of the pipe and apparatus.
9. If the works involve laying a new pipe or altering an existing pipe, a separate Notice of entry will be served at least seven days before we enter on to your land. However, in the case of all other work, a single Notice will normally be served giving notice of both the intention to carry out the works and the need to enter on to your land for that purpose.
10. If the works involve laying a new pipe we will always try to contact you before we issue the Notice. At least three months notice will be given unless you agree to a shorter period, the works are an emergency or are in response to a requisition. If we have to lay a pipe in response to a requisition we will give you as much notice as possible, but this will normally be a minimum of 21 days.
11. If the works involve alterations to an existing pipe then, we will give you at least 42 days' notice unless you agree to a shorter period, the works are an emergency or are in response to a requisition. If the pipe needs to be altered in response to a requisition we will give you as much notice as possible, but this will normally be a minimum of 21 days. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleansing), repair or adjust the pipe, we will give reasonable notice, which will normally be at least 7 days (unless you agree to a shorter period).
12. We will always use our best endeavours to consult you before the Notice is served, but if for any reason we have not been able to do so we will consult you about what we propose to do during the notice period. During that consultation we will be asking you for information about:-
  - ownership (and, if different, occupancy) of the land. It would be helpful if you would tell us if at any time during the period of the notice or before the works are finished there is a change of owner or occupier
  - any proposals you have for developing the land - such as proposals for building any permanent structures or any subsisting planning consents
  - known pipes, cables, equipment or structures below the ground
  - anything which you believe might affect the timing of our works

- the location of springs, wells, cesspools, septic tanks or land drains and, in particular, any deep land drainage system (see paragraph 33)
  - any harmful materials, liquids or vegetation in the area where we will be working or any contaminated land or if the land has been subject to any notifiable plant or animal diseases
  - any special protection or designation affecting any of your land or any neighbouring land e.g. SSSI's, protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or conservation areas
  - planned cropping and stocking
  - any other factor which you believe is relevant, might affect our works and/or for which we may have to compensate you.
- 13.** We will take account of all the matters mentioned above, as well as considering any suggestions that you (and/or adjacent landowners who are affected by the scheme) have about the route of the pipe, the timing of the works, and the reinstatement of land and land drains and discuss them with you. By the time of making the final decision about the route, we will have considered both engineering and operational needs and the long and short term costs of the works, as well as any comments or suggestions you or your agent have made. If at this stage we are unable to meet any suggestions or concerns that you have, we will explain the final decision to you either verbally or in writing. (A written explanation will be sent if that is requested by you.)
- 14.** The period of notice allows time for any concerns which you have to be addressed before we start work. At the end of that time, we hope that most matters will have been agreed. However, if you do not let us enter your land in accordance with the notice we have given you, we can apply to a Magistrate for a warrant to do so. After the formal Notice has been served on you, you should not do anything on the land in question that might hinder or prevent

us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. If you are in doubt, please get in touch with us for advice and clarification.

- 15.** Once we have begun our works, we will keep as closely as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make significant changes, and you are unable to agree them with us, we will serve a new notice.
- 16.** If, for any reason, the works do not start at or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date has been determined we should be able to give you a reasonable idea of how long the works will take and how long we anticipate the reinstatement will take.

### Timing of the works

- 17.** Within engineering, operational and other constraints we will do the works at the time which will cause least damage to the land.

### Compensation

- 18.** If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you will have any temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us. (There is more information on compensation later on).

### Agents

- 19.** In some circumstances you may feel it is appropriate to appoint an agent, e.g. a surveyor experienced in this type of work, to act on your behalf in advising you on the works, protecting your interests and assessing and agreeing your claim for compensation. Where the works involve laying pipes we would accept that you should do so and we will pay the reasonable cost of the agent's fee after the claim has been settled. The maximum payable will be based on a standard scale of professional fees, known as Ryde's scale. If you want further information about this you should check with your

agent. We would not usually pay legal fees unless we ask you for a formal easement document that requires additional work.

### Record of condition of land

**20.** We will make a full schedule of condition of the working area, including any buildings in close proximity, any accesses and any compound in respect of the proposed scheme. This may consist of (any or all of) written notes, photographs, or a video recording with verbal commentary. A copy will be sent to your agent prior to the scheme commencing (or, if you do not have an agent, to you). If at that stage we have missed anything, please tell us. The purpose of the record is to help both you and us check that we have restored the land to a condition as near as practicable to that which existed before we started work (unless you have asked us to consider alternative proposals) and that any buildings remain in the same condition.

### Contacts

**21.** Before the works commence we will give you the name, (workplace) address and telephone number of the person responsible for supervising the works. Normally, he/she will be available during working hours. We will also give you an emergency telephone number for use outside normal working hours or if our normal named contact is unavailable.

### Location of pipes and equipment

**22.** Normally all our pipes are laid below ground. We prefer to lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles such as rock outcrops, which prevent this. If so, we will advise you of the final position and depth. We may need to place permanent marker posts to show the location of the pipe and chambers at field boundaries or, occasionally, in other locations. If you have deep land drainage you should alert us to this before we start work.

**23.** Generally, we put accessories below ground level too. However, where we need to install a manhole or other accessory which will be left at ground level or above or we will try to place it in a position which minimises interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction or depth, and at regular intervals. On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessory at or above ground level we will always discuss this with you first. If the land is part of your garden, we will always discuss the location of any manhole or other accessory to be installed at ground level with you and, if possible, give you a choice of its final siting within your garden.

# Section two

## During the works

### Supervision

- 24.** We will make sure that anyone working for us on your land is properly supervised and that they have been instructed to remain within the working area. If you have told our named contact about anything that requires special attention he/she will ensure that it is brought to the attention of those working on the site who might need to take it into account.
- 25.** Except in an emergency, if we are working close to residential properties and need to work on Bank Holidays, weekends, or between the hours of 7.30pm and 7.30am we will tell you in advance.

### Access for owners and occupiers

- 26.** We realise the importance to you of maintaining access to your property. Within reason, we will let you have access with stock or vehicles across the working area. If the location of the working area would cut off access to part of your property we will discuss this with you before we commence work. If appropriate, we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.
- 27.** We will try to keep open existing means of access to areas severed by the works unless it would be more appropriate to provide an alternative. Where a common access is to be used by both of us we will endeavour to keep that access as clear as possible from mud and dust arising from our works. We will ensure that there is minimum interference with any existing means of access for emergency vehicles.

### Access for ourselves

- 28.** Normally we will gain access to our works over the working area. However, if access is required by another route we will (unless it is an emergency) first consult you and include any additional access in the Notice or serve a further Notice.

- 29.** We will not construct any permanent gates, steps or stiles at the boundary between your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights.

### Security of your property and of the working strip

- 30.** Before we start work we will talk to you about whether the working area needs to be fenced. If the working area is next to land on which livestock will remain, we will erect a suitable stockproof fence. In these circumstances, we will ensure the stockproof fence is maintained during the course of the works (and reinstatement), will erect straining posts at junctions of our fencing with existing fencing, and will ensure both fences are secured and strained to the posts. Where livestock stray via the working area through our proven acts or omissions, we will consider claims for loss or damage. For safety reasons, you will not have access to the working area. However, we will ensure that, if necessary, you are given access across the working area and that during the works and reinstatement the existing level of security of your property is not reduced.

### Topsoil

- 31.** We will seek to preserve the structure of the soil. When topsoil is stripped from the land we will store it separately from other excavated materials. We will not compress it with machinery. When the works are finished adequate subsoil preparation will be undertaken prior to replacing topsoil. The excavated material will be replaced, so far as possible, to the condition it was in prior to the works. Topsoil will be replaced to the same depth as it was originally and any large

stones excavated during the works will be removed from the surface. If, for any reason, we are unable to return the same topsoil that was removed from your land we will replace it with soil of a similar nature, structure and quality, unless other arrangements are agreed with you.

### Trees and hedgerows

- 32.** Wherever possible we will seek to avoid felling or lopping any mature trees but, if this is unavoidable, we will consult you first. If the trees are subject to a tree preservation order or are in a conservation area we will also consult the appropriate authority and seek any necessary consent. If we fell any mature trees, they will remain your property and, if you wish, we will dispose of them in accordance with your reasonable requests.

### Land drainage

- 33.** If you have any records of existing land drains, these should be made available to us at the earliest opportunity. We will then discuss with you the reinstatement work to be undertaken to any land drainage system affected by the works since this may involve preliminary work being undertaken before pipelaying works commence. If we are made aware of an extensive land drainage system, we may engage a land drainage consultant to draw up a remedial scheme prior to the works being carried out. If, during the works we discover a land drainage system, which you did not tell us about, we will tell you. In any event, we will, where practicable, lay our pipe under the land drainage system.
- 34.** If we disturb a land drainage system, we will do our best to reinstate or replace it to the same condition as existed prior to the works. We will, where practicable, lay our pipe under the land drainage system. We will also tell you when we are going to carry out remedial work and give you the opportunity to inspect the site.
- 35.** We will make a record (which may include photographs) of any land drains disturbed and the replacement / reconnection work carried out. If you wish we will give you a

copy. If we construct any land drains in locations where they did not previously exist, we will discuss them with you. We will also give you an opportunity to inspect the site and provide you with a record of the works on completion. You may wish to consider filing a copy with your Title deeds to the property.

### Watercourses

- 36.** Where appropriate, if our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the Environment Agency and the Internal Drainage Board. In the absence of such requirements the top of the pipe will be at least 300mm below the original cleared bottom of the watercourse and will be covered by concrete.
- 37.** If our works affect any watercourse we will discuss our proposals with you, and we will ensure that after the conclusion of the works it remains as effective for land drainage as it was before.

### Water supplies and other services

- 38.** If we interrupt or accidentally damage any water supplies or other services in our working area, we will repair the damage, or provide an adequate alternative as soon as reasonably practicable. We will also take all reasonable steps to ensure that our works do not pollute any water supplies or watercourses. If there appears to be any possibility of interference with private water supplies, such as wells or springs, we will arrange for, and bear the cost of, samples being analysed to determine quality and for levels in wells and flows from springs to be recorded and agreed before and after the works, provided that you have drawn this need to our attention in adequate time. Troughs, standpipes or field supplies located within the working area will be moved to a new temporary or agreed permanent location.

### Areas affected by disease

- 39.** Where we are advised that the area in which we have to work is infected by a disease notifiable under the Animal Health Act 1981 (e.g. foot and mouth)

we will follow the requirements of the Department for Environment, Food and Rural Affairs (Defra). If we have to make an emergency entry, we will take all necessary precautions. If Defra have imposed requirements to avoid spreading soil-borne pests and diseases, we will, of course, comply with them.

### Fishing and sporting rights

40. Neither our employees, nor those of our contractors or agents, will be allowed to carry firearms on the working area. We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Guard Dogs Act 1975).
41. If there are fishing or sporting rights adjacent to the working area we will use reasonable endeavours to ensure that any interference with their enjoyment is kept to a minimum.

### Facilities for workmen

42. If we bring any huts or caravans on to your land they will not, except where there is a security risk, be used for overnight accommodation without your permission. We will provide sanitary facilities for the convenience of those working on the site.

### Private agreements

43. Please note that any private agreement made directly with our contractor will not impose any liability upon us, nor will we be able to intervene in any such agreement.

### Explosives

44. If we have to store or use explosives, we will give you notice and tell you when the explosions may be expected. We will not use explosives at weekends, Bank Holidays or between the hours of 7.30pm and 7.30am unless it is essential and is unlikely to cause you any significant disturbance.

### Cathodic protection

45. If we provide cathodic protection for any part of our equipment, we will also take steps, where necessary, to safeguard any buildings and structures near our works.

### Temporary support

46. If the carrying out of our works means that any of your buildings, structures or equipment may need temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

### Fossils and articles discovered

47. If we discover any coins, fossils or other articles during our work we will inform you and the appropriate archaeological body. We will not retain them or lay any claim to them. However, we have a legal obligation to have regard to the protection and conserving of objects of archaeological interest and, accordingly, may employ or involve an archaeologist to examine the works as they progress. This will be discussed with you first.

# Section three

## After the works

### Reinstatement

- 48.** When carrying out our works we will try to do as little damage as possible. Temporary damage, such as topsoil stripping may take place in order to effect good working practice and reinstatement. On completion of the works we will endeavour to restore the working area to the same condition that it was in before we started. If this is not reasonably practicable, we will pay compensation to reflect the depreciation in the value of the land.
- 49.** We will remove all tools and equipment and any contaminants brought to the site. We will also take away any surplus excavated material unless you ask us not to do so and we are legally able to comply with such a request. The site will be left clean and tidy. Before we hand the working area back to you we will arrange a joint inspection to ensure satisfaction.
- 50.** If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. If we have damaged or removed a hedge we will replant it with the appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively, we will pay compensation. The contractor's maintenance period is normally 12 months from the completion of pipelaying.
- 51.** If the work has been in a garden, we will do our best to ensure that the reinstated garden matches the remainder of the garden. If necessary, we will employ an accredited landscape gardener for the garden reinstatement. Where this is not practicable, or if you prefer, reasonable compensation will be paid so that you may carry out the work yourself.
- 52.** If a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage

specialist and then carry out further reinstatement. Alternatively, we may decide to pay compensation.

### Information

- 53.** We will inform you in writing of the "as laid" position, the extent of the land which needs protection (the protected strip), and (if less than 900mm deep) the depth of the pipe. The width of the protected strip will be kept to the minimum possible and will be sufficient only for us to gain access to work on the pipe in the future. In addition, in order to avoid damage to the pipe and to ensure that our access is not obstructed, we will give you information on the activities which should not be carried out without our express permission within the protected strip. This will include the planting of trees and the erection of buildings but will not prevent normal agricultural operations.

### Compensation

- 54.** If we have caused permanent loss in the value of your land as a result of the presence of our pipes, or if you have suffered temporary losses or disturbance caused by the works, you may be entitled to compensation; also if you have suffered damage to your property that we have not been able to put right. You should note that disturbance compensation will only be paid for items, which are directly and unavoidably incurred as a result of our work. If you are experiencing significant disturbance, you should, at the time of the disturbance, keep our named contact informed and let him/her know if you are likely to incur additional costs. It may also be in your own interest to keep a diary of events. If you have appointed an agent (see paragraph 19) he/she will prepare and negotiate your claim for you. Your claim will be treated confidentially.

- 55.** If you or your agent ask us in writing, we will pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement. Interest may be payable on your claim. Your agent will be able to advise you about this.
- 56.** If, after negotiating with us, the level of compensation cannot be agreed the matter can be referred to the Lands Tribunal or some other form of independent alternative dispute resolution agreed between us. However, we will not pay your agent's fees to prepare your case. The Tribunal will decide whether and, if so which, costs should be awarded against either party. Normally, costs will be awarded in favour of the successful party.
- 57.** If in the future you wish to develop the land, the Act enables you to ask us to alter or remove the pipe at your expense. If the request is not unreasonable, we have a duty to comply.
- 59.** Ofwat is the independent watchdog set up to safeguard the interests of customers of the water and sewerage companies. Ofwat has a duty to investigate complaints about the manner in which we have undertaken pipelaying works on private land and, if appropriate, may make an award of up to £5,000. However, they cannot investigate disputes about the amount of compensation. They have issued an information note on their role in dealing with such complaints and this is available on request. Complaints to Ofwat should normally be made within 12 months of the event. Their address is:

**Ofwat, Centre City Tower, 7 Hill St,  
Birmingham B5 4UA.**

**Telephone 0121 644 7500.**

## **Complaints**

- 58.** When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workmen and contractors working for us to be polite, considerate and helpful. If you have a problem, please get in touch, in the first instance, with our named contact. However, if you are unable to resolve the matter to your satisfaction you should telephone 03457 145 145 or write to us at Anglian Water Customer Service, PO Box 4994, Lancing, BN11 9AL giving full details of the works and the basis for your concern. Your complaint will be handled in accordance with our Complaints Procedure and we will aim to reply within 10 working days or, if the matter is more complex, within 20 working days. If you are still dissatisfied, any complaint should be addressed to OFWAT at the address given below.

# Glossary

Term	Definition
Occupier	a person who has a legal right to be in occupation of the land (other than a tenant for a month or less).
Owner	a person who has any interest in the land (other than a tenant for a month or less).
Requisition	a case where we have been required in accordance with the Act to lay a water main or sewer, as the case may be, for the benefit of the locality.
Works	pipelaying and related works in connection with our water and sewerage functions.
Pipe	references to a pipe, including references to a main, a drain or a sewer, include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe. References to “pipelaying” should be construed accordingly.
Protected Strip	the strip of land through which the pipe has been laid and within which you will be prevented from carrying out certain activities since they might either damage the pipe or interfere with future access to the pipe.

This Code of Practice was approved by the Secretary of State for the Environment, Transport and the Regions on 8 November 1999 under Statutory Instrument 1999 No. 3070 known as The Water Undertakers (Pipelaying and other Works) (Code of Practice) Order 1999. The Code replaces the earlier Code approved by the Secretary of State for the Environment on 25th May 1990, as revised in January 1992, in respect of all works commencing on or after 8 November 1999.

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