

Access Statement



Locating assets, obtaining information and working with us at your development site

As the Statutory Water and Sewerage undertaker, Welsh Water is responsible for the maintenance and operation of its potable & raw water mains, gravity sewers and rising mains within its operating area. These assets are used by the community and the customers they serve and it is important that they are protected from any undue effects of building and construction activity.



Our Approach

This Access Statement presents the practical information, process and good practice principles for developers when working in close proximity to our network of assets and infrastructure.

This statement has been prepared as a means of informing customers and developers for the purpose of maintaining communication; and seeks to promote a consistent and methodical approach towards building and construction works in proximity to our assets.

Please note that this statement does not cover other asset protection issues such as the capacity of our assets to accommodate new development, the location of new connections or industrial waste discharges. These matters should be separately discussed with our Developer Services department.

Talk to Us

At every step of your journey, our expert team will be at the other end of the phone or next to you on site, sharing clear advice and local knowledge. Our in-depth knowledge of

legal requirements and regulations specific to Wales, and the adjoining parts of England we serve, allows us to offer sound advice to ensure your development can run smoothly, wherever you are in our area.

For specific/detailed scheme advice please submit your query by email or post at the addresses provided below. This submission should include a location plan of your site, the proposed scope of works and timetable for completion of the scheme.

Accessing Information

As the Statutory Water and Sewerage undertaker we hold records of the approximate location of our assets and infrastructure relating to our potable water supply network and the public sewerage networks. The information which can be supplied to you is done so in accordance with the Statutory Requirements of Sections 198 and 199 of the Water Industry Act 1991, based on the best information available at the time. It must also be understood that the information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and the Company's rights to

be compensated for any damage to its apparatus. The location of our assets can be provided on Ordnance Survey extract plans which can be obtained by contacting us and via our dedicated section of the website. We can assist developers to collect the information required but we may charge for this service (see scheme of charges).

Keeping you Informed

Welsh Water is committed to:

- Providing a professional and quality service at all times
- Always being clear and transparent when working with you
- Being efficient, friendly and informative
- Providing a specialist, informed and knowledgeable service
- Providing a bespoke service, tailored to your needs

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Our Process

Early Engagement

We recommend that you engage early with us in any design process. We can advise what assets and apparatus are within the site. Our commitment is to provide our Asset Plans within 5 working days of receipt of request.

Accurately locating assets at the site is your responsibility. We will work with you to do this and where necessary we will be able to undertake further assessments/traces at the site at the developers cost, which can vary depending on extent of trial holes required to accurately determine the location of our asset. A better understanding of the location of the asset, its depth and its condition will allow a more informed discussion around any necessary protection or diversionary works. Safe excavation practices must be observed at all times to protect our assets and customers supply. If in the event you damaged any of our assets you would be liable for the repair costs and the cost of any subsequent operational activities.

Technical Discussions & Agreements

Confirmation of our requirements for the protection of the assets will allow technical design of the site to progress. Where it is necessary, we will arrange to visit the site and to meet with you to discuss these proposals. Major construction activities may require more detailed consideration and liaison.

The potential impact of construction activities should be considered at the design stage. In particular, care should be taken to avoid any restriction of access, physical damage or the imposition of undue structural load on our assets and infrastructure.

Upon receipt of detailed submission and it is concluded that the asset located within the site could not be incorporated within the layout of the new development or construction works, or our rights of access to the asset may be hindered by your proposal, you may request the alteration or removal, including diversion of that apparatus to accommodate a proposed improvement of that land under S185 of the Water Industry Act 1991.

On Site Liaison & Supervision

Once any necessary Agreements are in place and you are commencing work on site, we'll work with you at each stage.

Where there are amendments or alterations to our assets being undertaken, these works will be inspected by our dedicated team of site staff.

Fees and Charges

For Plan, Administration and Inspection Fees – See our [Scheme of Charges](#) for details.

Please note that the full and reasonable costs associated with protection of our asset shall be borne by the customer/developer. This does not include costs for normal maintenance, replacement or repair of Welsh Water's asset where those costs would have been incurred in any event. It may, however, include the construction, duplication, replacement or relocation of an asset where those works are necessary to offset the effect of the developers proposed works.

Dispute Resolution

All questions, disputes, or differences which may arise at any time shall be referred in the first instance to a senior manager of those parties who will attempt in good faith to resolve any issue but failing resolution within 20 Days may be referred with the agreement of those parties to mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

If the parties in dispute do not agree upon mediation within 10 days of such a reference or have not settled the dispute by mediation within 2 months of the initiation of the mediation, the dispute shall be referred to the decision of a single arbitrator mutually agreed upon or, failing such agreement within 10 Days, to be appointed by the President for the time being of the Chartered Institute of Arbitrators on the application of any of the parties in dispute and such arbitration shall be carried out in accordance with and subject to the applicable provisions of the Arbitration Act 1996