



your guide to our code of  
conduct on access to land

# welcome to our code of conduct on access to land



## introduction

Scottish Water provides water and waste water services throughout Scotland. We recognise that managing natural resources, delivering clean, fresh water to our customers and returning it safely to the environment is a major contribution to the communities we serve. In our day to day activities delivering water and waste water services throughout Scotland sometimes it is necessary to access private and public land to ensure we continue to deliver these essential services.

To enable us to carry out necessary works Scottish Water is granted certain powers and duties under the Water (Scotland) Act 1980 and the Sewerage (Scotland) Act 1968. This booklet aims to explain our powers and duties when we have to lay pipes, carry out work on pipes and related services on private (and publicly owned) land. This explanation of our powers and duties is known as our Code of Conduct relating to work where access to land is necessary. If you are a landowner and or property owner this booklet also explains what you can expect before and during any works on your land.

Customer service is at the very heart of our business. We aim to get it right first time and deliver on our promises. So before we start any pipelaying work we'll consult with you on various issues, from any environmental impact to the type of engineering work we employ. We'll work together with you to fully plan, design and carry out any necessary works. By working in partnership with you, we will continuously seek to meet your needs.

# before the work begins

## what to expect

The scope of the work will be established. We'll aim to explain the main objectives we wish to achieve by carrying out necessary works. A provisional scheme of work will be drawn up and, before any work begins or pipes are placed in the ground, a route will be planned.

If the work includes laying pipes then many things have to be considered including:

- The identification of any land and property owners and occupiers whose land will be affected by the work
- Feedback from affected parties
- The disruptive effect of the works (to traffic, businesses and individuals)
- An awareness of sites of environmental and archeological importance
- Existing underground and overhead equipment
- Engineering considerations including access for construction work
- The directness of possible routes
- The cost.

We'll consult with you as property owners and occupiers about access and how the work will be carried out normally at least 3 months before work starts on site. When possible pipe routes are being developed consultation may also be carried out in the community affected by the route.

Following consultation we will then carry out a **site investigation** (this may include surveying and digging boreholes) and provide information to parties affected by the **construction** of a new public sewer or water mains. We will tell all those concerned of the **start date** when construction work will begin.

## site investigation

We may need access to carry out **site investigation** and/or survey work to help plan the route for the pipe or to carry out test bores to establish ground conditions so that we know if the location is suitable for underground pipe laying. A formal statutory notice will be issued by us to confirm the need for access. The notice will be in writing, delivered by recorded delivery post or delivered in person by two employees or agents on behalf of Scottish Water.

## construction work information

Formal notices will also be issued to confirm land access requirements relating to the **construction** of new mains and sewers, experimental borings and various other needs by Scottish Water. We recommend that you file the notice with the title deeds of your property, so that future owners of the property are aware of the pipe and any associated apparatus.



## proposing a start date

Notice will also be given to confirm the proposed **start date** on site. Each time a formal notice is issued relating to the site investigation or construction phases mentioned above you have the right to comment on and/or object to the access. The process of objecting and the timescales allowed are summarised in the table on page 4.



## communication process

Project stage	Format	Delivered to	Objections process	Work start
<b>Consultation</b>	At least 3 months before work starts to community members/and interest groups using public meetings, Community Council meetings, forums, media etc.	Community, landowners, occupiers, interested parties	Can be raised with any Scottish Water representative present.	
<b>Site investigation:</b> Surveying for waste water purposes or for water supply/ treatment assets with the intention of laying a sewer (1) or water main or land acquisition thereafter for the construction of water assets (2)	Formal notice and formal objection procedures	Owner and Occupier	Can be raised within 14 days of receiving the formal notice. Object in writing to: <b>Scottish Ministers, The Scottish Government, Water Services Unit, Victoria Quay, Edinburgh EH6 6QQ</b>	To occupier only at least 24 hours in advance of work starting (3)
<b>Site investigation:</b> Digging boreholes for water services where the intention is to acquire land for construction of water assets (4)	Formal notice and formal objection procedures	Occupier	Within 7 days of receiving the formal notice. Object in writing to: <b>The Scottish Government, Water Services Unit, Victoria Quay, Edinburgh EH6 6QQ</b>	Letter only in accordance with decision of Scottish Government where reference has been made
<b>Construction</b> of new water mains (5) and sewers (6)	Formal notice and formal objection procedures	Owner and Occupier	Within 2 months of receiving the formal notice. Object in writing to Scottish Water (Project Sponsor) as detailed in the notice. If unresolved, Scottish Water must raise an action in court against the owner and/or occupier to obtain the Sheriff's consent to proceed.	Notice giving at least 24 hours notice of the date when the construction work will start (7) or (8)

## key to statutory notices

- (1) Section 48(1)(a) of Sewerage (Scotland) Act 1968
- (2) Section 16(1) & (2) of Water (Scotland) Act 1980
- (3) Section 16(5) of Water (Scotland) Act 1980
- (4) Section 16(7) of Water (Scotland) Act 1980
- (5) Section 23(1)(b) of Water (Scotland) Act 1980
- (6) Section 3(1)(a)(ii) of Sewerage (Scotland) Act 1968
- (7) Section 38(1)(d) of Water (Scotland) Act 1980
- (8) Section 48(1)(d) and (2) of Sewerage (Scotland) Act 1968

Formal notices covering other land access requirements are used by Scottish Water but the table on page 4 describes the most commonly used. If any other information regarding our statutory notices is required please contact our Customer Helpline on **0845 601 8855**.



## planning the work

When the results of the initial land surveys and investigations have been analysed a detailed plan and scope of work will be prepared. The detailed plan will be discussed with you, the land and property owner and occupiers affected. You can choose to take part in these discussions yourself or employ an agent e.g. a chartered surveyor or land agent experienced in this type of work, to act on your behalf.

The agent would then advise on the work and represent your interests. The works may cause loss, injury or damage for which you may wish to claim compensation. In these circumstances, the agent can be engaged to assess and quantify any loss and thereafter submit and negotiate a compensation claim to Scottish Water or its agents as appropriate. Scottish Water will reimburse you the reasonable cost of employing a suitably skilled agent to act on your behalf by reference to any prevailing water industry scale of fees. We would not usually pay legal fees unless we ask for a formal deed of servitude that requires additional work.

Our contractors or agents will normally carry out a photographic/video survey of the proposed working site to establish and record the condition of the land, buildings and any other permanent structures, plant or apparatus present before the work starts. This allows any future claims relating to damage or reinstatement quality to be fairly assessed.



## scheme detail

### **Important issues to be discussed and agreed before work starts.**

Many details relating to the work must be agreed with you as a land and property owner/occupier and Scottish Water or our representatives before work can start. The following items are an indication of the type of important issues to be agreed before the work starts.

We will discuss and consult on what we are going to do, where pipes will be going, how long the work is expected to take and where any valves and/or chambers will be located on the site. We will use marker posts where practicable at field/garden boundaries to show the route of the pipeline and its associated structures. The information agreed will be summarised on a plan where possible. This plan will be updated as any amendments are agreed.

Although it would be excellent if all aspects of the work could be acceptable to all parties some technical or legal needs must be given priority when planning the work. Normal land use or farming practice should continue until agreement has been reached between all relevant parties as to how the work will progress. When our work is completed a final meeting on site will normally be carried out to ensure that completion is approved by all those involved.

## gaining access

We will illustrate on a site plan the agreed access route that will be used by the contractor to access the site.

The working area and any compound for plant and equipment will also be agreed and marked on the plan. If the location of the working area cuts off access to part of the property we will discuss this before work starts. If appropriate we will provide temporary foot crossings, gates, steps or stiles and discuss their location. If a Right of Way or recognised public footpath crosses the site, we may be obliged to provide reasonable alternatives. This will form part of any discussion.

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 both by you and our contractor we will try 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.

Normally we will gain access to our works over the working area. However, if access is required by any other route we will (unless it is an emergency) first consult and indicate any agreed additional access on the plan.



## private agreements

Please note that, should you choose to enter into any private agreement with the contractor, you should ensure that the agreement is binding, and made in writing. We will have no responsibility for private agreements entered into between you or your agents and our contractors.

It should also be noted that you as landowner or occupier are under no obligation to enter into any private agreements with contractors.

## land drainage

We will liaise with you or your agent to establish the position and condition of existing land and field drains where reasonably practicable. Having any plans of such drains available would be very helpful. Care will be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and, where reasonably practicable, pipes will be laid to run below the level of land drains.

If we are made aware of an extensive land drainage system prior to the work we may wish to take advice from a suitably qualified land drainage consultant.

If we disturb a land drainage system which was not made known to us then we will reinstate or replace it to the same standard as existed prior to the works. We will advise when we are going to carry out remedial work and will arrange that there is an opportunity to inspect the site at that time.

We will identify any land drains disturbed and the replacement/reconnection work carried out. If we construct any land drains in locations where they did not previously exist we will discuss this in advance and provide an opportunity to inspect the site.

Where our pipe crosses beneath a watercourse, it will be laid beneath the true bottom level of any ditch or stream. Any silting in ditches or watercourses where silting has occurred within 3 months of completion of the works, as a result of our works, will be cleared.

Where reasonably practicable, all banks or ditches damaged as a direct result of the works will be reinstated to the condition prevailing before the works started.

Any defects in land drains directly attributable to the works will be investigated and rectified or compensation will be agreed. However, beyond 2 years after the date of the completion of the works responsibility to investigate suspected defects will rest with you.



## topsoil

We will endeavour to preserve the structure of the soil. Topsoil will be stripped to its existing depth and will be kept separate and stored separately from other excavated materials. We will store it away from vehicle access areas. Sub-soil will be stored separately and may be used to backfill prior to the introduction of topsoil. No large stones excavated during the works will be left on the surface. Weed growth on the topsoil stacks will be sprayed to your reasonable requirements. In marginal/hill/moorland areas discussions will take place with you about the most appropriate means of storing and reinstating any stripped soil.

If for any reason, we are unable to return the same topsoil that was removed from the land it will, unless otherwise agreed, be replaced by soil of a similar nature, structure and quality.



## your working requirements

Within reason we will allow access for livestock or vehicles across the working area. If the location of the working area cuts off access to part of the property we will discuss this and if appropriate we will provide temporary foot crossings, gates, steps or stiles and discuss their location.

If the working area is next to land on which livestock will remain, we will erect a suitable stockproof fence. We will maintain the fencing during the course of the works and reinstatement. Where livestock stray onto the works area because of a proven error by one of our staff we will consider compensation for a demonstrated loss.

For safety reasons access to our works area will be restricted. However, we will ensure that, if necessary, appropriate access across the works area is possible and that during the works and reinstatement the existing level of security of property is not reduced.

## facilities for workmen

Any temporary site huts or caravans placed on the site will not be used for overnight accommodation unless there is a need for formal site security measures to be put in place. We will provide suitable sanitary equipment for the convenience of workmen and associated waste will be disposed of off site.

## trees and hedgerows

Wherever possible we will seek to avoid felling or lopping any mature trees. Trees will only be removed from the working area after consultation and agreement with you. All timber cut will remain your property or be disposed of in accordance with your reasonable requirements.

Work required to hedgerows will also be discussed and agreed before work begins.

## existing supplies and services

All reasonable precautions will be taken to ensure that our works do not damage or pollute existing non-public water supplies or other services in our working area. We must be notified if there is a private domestic water source in or near our working area. We will then take reasonable and appropriate steps to ensure its integrity.

Where privately owned services will be affected by the works, satisfactory alternative temporary services will be provided in full working order prior to the interruption of the services. Troughs, standpipes or field supplies located within the proposed working area will be moved to a new temporary or agreed permanent location.

## biosecurity

Our staff and contractors will behave responsibly to prevent the spread of animal and plant disease.

## fishing and sporting rights

Our staff and representatives will take care at all times to ensure the protection of fishing and other sporting rights. Contractor's employees will be prohibited from keeping guns, dogs (except guard dogs kept under adequate control) or other animals on site and such persons will be removed from site if found poaching or trespassing.

If the works area is likely to interfere with any sporting drives, stances or associated facilities you should give us at least 7 days written notice of your intention to operate a shoot and we will arrange, where it is reasonable to do so, for work to be stopped in that area to ensure that the shoot is not disturbed.

## during the works



### site meetings

We will arrange regular site meetings with you or your site agent.

Any issues for discussion or topics of concern should be discussed with the site engineer. Contact details are to be found at the end of this information booklet.

### verification of personnel

If you have any doubts about the identification of someone accessing your land claiming to be from Scottish Water or working on our behalf do not let them on your land. Scottish Water employees and contractors will be happy to wait while you confirm their identity. Always follow our **3** rules.

1. Ask to see the caller's identification card. If they don't have one then send them away.
2. Check the identity card carefully.
3. If you are in any doubt about the caller's identity please call our **Customer Helpline** on **0845 601 8855**.

## after the works



### reinstatement

During the work we will try to cause as little damage as possible. When the work is finished we will restore the area to the same condition that it was in before we started. Where this is not practicably possible we may consider a claim for compensation to reflect this.

If the site has a wildlife designation such as a Site of Special Scientific Interest (SSSI) then Scottish Natural Heritage or the planning authority may oblige us to carry out the reinstatement to a certain standard. If this is the case we will discuss it with you.

We will leave the site clean and tidy removing all tools and equipment and any materials brought to the site. We will take away any surplus excavated material unless asked not to, provided we are legally able to comply with such a request. Before handing the working area back we will arrange a joint inspection to ensure your satisfaction.

If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. If we have damaged a hedge we will replant it with appropriate species and erect a secure, protective fence or other appropriate protection to allow the hedge to become re-established. The contractor's maintenance period is normally 12 months from the completion of work. Where remedial work is agreed this will be carried out, or alternatively compensation will be paid in lieu.

If the work has been done in a garden we will do our best to ensure that the work area is reinstated to match the garden condition before we started. If preferred we can agree compensation to cover the reasonable cost of the agreed reinstatement works.

Specifications for the reseeded grassland will be discussed and agreed with you or your agent. Again, if preferred we can agree compensation to cover the reasonable cost of the agreed reinstatement works.



## inspection and maintenance

After a new pipe or structure has been installed, we will require to inspect and periodically maintain, repair, alter or renew as appropriate.

Except in the case of emergencies, we will give reasonable notice (i.e. not less than 24 hours) of entry to do the necessary work.

## development constraints

Certain types of development are restricted close to pipelines and their associated structures. This is to protect them from potential damage, reduce the risk of burst mains or sewers, and also to ensure unhindered access for inspection and repair.

Our representatives will discuss the implications of this where required.

## compensation

If we have caused permanent devaluation to your land, based on its present use, 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.

Claims will be assessed in accordance with the terms of the Water (Scotland) Act 1980 or the Sewerage (Scotland) Act 1968. Details from the Acts will be stated in the relevant Statutory Notice that you receive concerning the proposed works.

As a claimant you are expected to take steps to minimise losses by notifying Scottish Water without delay of any difficulties that might arise in respect of such matters as animal management, cropping, drainage maintenance, damage to machinery, access issues and land management grants/subsidy entitlements.

Claims for significant disturbance should be made to your named contact in Scottish Water at the time of your disturbance. Keeping a diary of events would also be useful to provide supporting detail for such claims. You must establish proof of loss.

## your agent and fees

Where an agent has been appointed to represent your interests and handle any claims for compensation, we will reimburse reasonable fees and expenses incurred.

Generally, these will be assessed in accordance with any prevailing water industry scale of payment adopted by Scottish Water.

These fees are paid on the basis that every effort will be made by Scottish Water and you to negotiate a “once and for all payment” in full and final settlement. Where claims arise in subsequent years we will reimburse reasonable fees on the basis of 75% of the fee set out in the prevailing industry scale.



In respect of submission of objections to Statutory Notices or for work done in connection with the resolution of objections agents' fees will not be paid by us.

An agent's reasonable travelling expenses will be reimbursed at a rate which will be subject to review by us. You are expected to employ an agent within reasonable travelling distance wherever possible otherwise you may be expected to meet excessive travelling costs.

## complaints procedure



### dispute resolution

Generally, disputes relating to compensation claims or other matters relating to the work should be referred to:

**Estates Manager,  
Scottish Water,  
PO Box 8855,  
Edinburgh  
EH10 6YQ**

If no agreement is reached then you have the right to take the matter to arbitration. A mutually agreed arbiter would be appointed. Another option would be to have an arbiter appointed by the Chairman of the Royal Institution of Chartered Surveyors for Scotland (RICS).

### contacting us

If you have a complaint about Scottish Water or a contractor carrying out work on our behalf please phone our Customer Helpline on **0845 601 8855** and we will try to resolve your complaint immediately. If we can't resolve it during your call we will find the answer for you and call you back as soon as possible. If you are not happy with our response please phone **0845 601 8855** and ask to speak to a senior member of our Customer Service Team, who will review our response. We'll let you know the results of this review as quickly as possible.

If you write to us, e-mail or fax us using the addresses at the end of this booklet we will respond within our Guaranteed Service Standard times (see our Code of Practice for the current response times). We keep a record of all complaints and report these every quarter to our regulator, the Water Industry Commission for Scotland.

If you are still not satisfied with our response after this, you can contact Waterwatch Scotland. Waterwatch Scotland is the independent, national complaints handling authority for customers of Scottish Water and the consumer representative body within the water industry in Scotland.

You can contact them directly by phone on **0845 850 3344**, by email to **customersupport@waterwatchscotland.org** or by writing to:

**Waterwatch Scotland,  
Forrester Lodge,  
Inglewood,  
Alloa  
FK10 2HU**

In some circumstances you have the right of appeal to the Scottish Government.



**You can write to us at:**

**Scottish Water**

PO Box 8855

Edinburgh, EH10 6YQ

Alternative formats of this leaflet can be made available free of charge. Textphone users please call **0845 603 8855**. For information on Braille, large print, audio tapes and a variety of languages, please call **0845 606 8855**.

We record all calls for quality and training purposes.

For more information on Scottish Water  
call our Customer Helpline on  
**0845 601 8855** or visit our website at

**[www.scottishwater.co.uk](http://www.scottishwater.co.uk)**

