



Eligibility Assessment for a NAV site

Please complete this form and return it to us at



developer.services@thameswater.co.uk or



Thames Water, Developer Services,
Clearwater Court, Vastern Road, Reading, RG1 8DB

Guidance notes

These guidance notes explain why we need the information we're requesting.

Please read them in relation to the relevant section of the form.

1. NAV applicant details

This section should be completed with the details of the person responsible for setting up the NAV site. We'll contact this person in relation to any quotation as well as issue such quotations to this address unless you inform us otherwise.

2. Location details

We need full details of the site to be connected, together with any relevant contact details of third party land owners.

3. Contamination and site issues

We must safeguard against contamination of water supplied through our pipes. The supply pipe should not be laid in, on, or pass through any areas which might cause contamination including the following: foul soil, refuse and refuse chutes, ash pits, sewers, drains, cesspools or inspection chambers. Where the ground is classified as contaminated (e.g. reclaimed land sites), or the supply pipe is close to a petrol or oil source, an alternative pipe material is used. A soils report may be required to determine the type of pipe material that should be installed.

We ask that you share any information you have of known issues that may affect the feasibility and/or timescales for providing a bulk supply to the NAV site.

4. Traffic management

We're required to carry out traffic management to ensure that our work can be carried out in a safe way, and to ensure the flow of road and pedestrian traffic is disrupted as little as possible.

Traffic management can include, but is not limited to: road closures, lane closures, lane rental, parking bay suspensions, and traffic management drawings.

Parking bays, including residential bays and loading bays, may be suspended for us to be able to work safely. The number of bays on either side of the road will be determined by us and our contractor, and depends on the width of the road, the location of the water main, and the flow of traffic around our works and vehicles.

We're charged for traffic management by the local authority as an additional cost for carrying out work. We include these additional charges into your quotation where applicable.

5. Existing supplies

If there are any existing supplies on site, please provide us with details, including any meter number(s) and customer account number(s). This will enable us to update our records accurately.

6. Supply requirements

Please provide details of the supply requirements and types of premises so that we can determine the tariffs and charges for a bulk supply.

The standard material used in new NAV connections is High Performance Polyethylene (HPPE) or an approved barrier pipe if the site is contaminated or the ground conditions require it.

If you have any fire flow requirements, please provide us details of these in section D.

7. Site phasing

Please provide us details of any site phasing you're proposing, so that we can produce the appropriate design and quotation.

8. Site plans

We'll need you to provide an electronic site plan in 'dwg' or 'dgn' format. The scale should be between 1:200 and 1:500 and the plan needs to clearly show the following;

- site outline
- the proposed point(s) of connection for the bulk supply, if you have this information
- all assets to be adopted, where applicable
- phasing, where applicable

This will enable us to provide you with the correct quotation and design for the bulk supply and carry out eligibility checks / consenting.

9. Health and safety

Under the Construction Design and Management (CDM) Regulations 2015 we require the name and contact details of the principal contractors and designer, and a copy of your health and safety plan. Although this may not be known at application stage, we'll need this information before we commence our work on site.

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Please use the guidance notes to help complete all sections on the form.

Is your application for (please tick):

Water and sewerage

Water

Sewerage

Section B - Site details

Location details - see note 2

Site address

Section A - Contact details

Applicant details - see note 1

Name of key contact

Postcode

Grid reference

Company

Known surrounding postcodes

Address

Postcode

Postcode

Postcode

Postcode

Telephone number

Existing connections - see note 5

Mobile number

Are there any existing sewerage connections at the site?

Yes

No

Email

If yes, please provide details and any customer account number(s).

NAV to be appointed
(if known and not applicant)

Name of key contact

Company

Are there any existing supplies at the site?

Yes

No

If yes, please provide details of:

- customer account number(s);
- whether it is a metered supply/ies;
- if so, the meter serial number(s); and
- whether it is or will be used for building

We'll respond to your request within 15 business days and let you know if we need more information to determine the status of the site.

ii) Large user

If you're applying under the 'Large user' criterion, please provide us with details of the customer who is considered to be a 'Large user', so that we can make arrangements for the accounts to be transitioned.

iii) Consent

If you are applying under the incumbent "consent" criterion, you will need to request consent from us using the NAV/04 Consent service request form which is available on our website.

Declaration

I confirm that the information in this form is complete and correct to the best of my knowledge and that I agree to the Additional NAV terms and conditions.

Your name

Your role in the company or job title
(where applicable)

Date

Please return the completed form, making sure to supply any additional information to developer.services@thameswater.co.uk

Please ensure that you include a copy of your boundary plan with your form, otherwise we cannot progress your application.

Section C - Eligibility

Please indicate under which criterion you are intending to apply to Ofwat to become the new appointee for this site.

Unserved – please go to subsection i)

Large user – please go to subsection ii)

Consent – please go to subsection iii)

i) Unserved

If you're applying under the 'Unserved' criterion, you may request a letter from us confirming the status of the site. To do this, return this form along with the information listed below, so that we can carry out the investigation to determine the status of the site.

Please provide:

- A site map, of scale between 1:200 and 1:500, clearly showing the boundaries of the site
- Site address, postcode and grid reference (completed in Section B above)
- If the site is not Greenfield, a description of why you consider that the 'Unserved' criterion applies, including plans for demolition or capping of any existing pipework

Additional NAV terms and conditions 1

1 Definitions

- 1.1 “Applicant” means the NAV and/or applicant NAV who sends Thames Water a Service Request Form or accepts a Thames Water quotation or price on application for Services;
- 1.2 “Charges” means the relevant charges for the Services as set out in Thames Water’s quotation or price on application and/or the NAV Tariff Document;
- 1.3 “Contract” means the contract that shall exist between the parties, in accordance with clause 2.2;
- 1.4 “Data” means all personal data (as defined in the Data Protection Laws) and other data (including meter reading data) provided by the Applicant or collected, generated or otherwise processed by Thames Water as a result of, or in connection with, the provision of the Services;
- 1.5 “Data Protection Laws” means the Data Protection Act 2018, General Data Protection Regulation (EU 2016/679) (“GDPR”) and Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK and any codes of practice, rule, policy, guidance or recommendation issued by any governmental, statutory, regulatory body or supervisory body all of which are current at the time of any Data processing by Thames Water;
- 1.6 “Loss” means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, all interest, fines, penalties, management time and legal and other professional costs and expenses);
- 1.7 “NAV” means the licensed supplier of water services to whom Thames Water provides a bulk supply of water and/or a bulk discharge service;
- 1.8 “NAV Tariff Document” means the document of that name published by Thames Water which sets out the charges applicable to NAV services;
- 1.9 “Service Request Form” means a form completed by the Applicant requesting Thames Water to provides the Services;
- 1.10 “Service(s)” means those services (including but not limited to the Discrete Services) described in the NAV Tariff Document and as specifically identified in the Services Request Form; and
- 1.11 “Thames Water” mean Thames Water Utilities Limited.

2 Formation of contract

- 2.1 Thames Water will provide and carry out the Services in accordance with the Contract.
- 2.2 The Contract means the agreement that shall exist between the parties commencing on the date the
- 2.3 Applicant submits a Service Request Form that is accepted by Thames Water as being materially complete and which shall include the documents set out in clause 9.

3 Charges

- 3.1 The Charges shall be invoiced by Thames Water in accordance with the service description in the NAV Tariff Document.
- 3.2 The Applicant shall pay such invoice without deduction or set-off within 14 days of the date of the invoice
- 3.3 The Charges are exclusive of Value Added Tax and any other taxes that may be applicable, which will be charged in addition at the appropriate rate.
- 3.4 If any sums owing to Thames Water are overdue Thames Water may:
 - 3.4.1 charge interest on the outstanding amount at the rate of 3 % above the base rate of Barclays Bank from the date of invoice until the date of payment (whether before or after judgment); and/or
 - 3.4.2 terminate the provision of the Services immediately (but the Applicant shall remain liable for payment of the Charges and any interest incurred to the date of termination).

4 Access to meters

- 4.1 Thames Water may provide access to the Applicant so that the Applicant can fix a data logger to Thames Water’s bulk supply and/or bulk discharge meter(s). Such access shall be at the Applicant’s risk and subject to clause 5

5 Liability

- 5.1 If Thames Water, its employees or agents have any liability to the Applicant for any Loss, such liability shall in all cases whatsoever be limited to the payment by Thames Water on its own behalf and on behalf of its employees or agents of an amount equal to the applicable Charges paid or payable for the particular service in dispute and where that particular service is an ongoing service, then the liability shall be limited to an amount equal to the previous year’s applicable Charges.

- 5.2 The Applicant shall always be liable to and shall always indemnify Thames Water against Loss suffered or incurred by Thames Water arising out of or in connection with:
- 5.2.1 the Applicant's use of a particular service, howsoever arising; and/or
 - 5.2.2 any damage caused by the Applicant or its employees, contractors, or agents when accessing Thames Water property (including any meter);
 - 5.2.3 any action brought against Thames Water by any customer of the Applicant or any third party with respect to the service; and/or
 - 5.2.4 any matter with respect to provision of services.

6 Data

- 6.1 In relation to the Data, Thames Water and the Applicant shall at all times comply with the requirements of the Data Protection Laws and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws. This Clause 6 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Data Protection Laws.

7 Force majeure

- 7.1 Neither party shall be liable to the other for any failure or delay in carrying out its obligations hereunder where such failure or delay is caused by circumstances beyond its control which it could not reasonably be expected to have foreseen at the time the Contract was made and whose effect it could not reasonably have avoided or overcome ("Force Majeure Event").

8 Termination

- 8.1 Thames Water may terminate this Contract by notice stating the ground for termination with immediate effect for the following reasons:
- 8.1.1 for non-payment as set out in clause 3.4.2;
 - 8.1.2 if Thames Water decides to withdraw the Service for any reason whatsoever;
 - 8.1.3 if equipment used to deliver the Service is no longer available or working;
 - 8.1.4 if the Applicant is no longer the NAV or applicant NAV for the relevant bulk supply or bulk discharge;
 - 8.1.5 if Thames Water is prevented by a legal authority or any other legal reason from providing the Service; and/or
 - 8.1.6 a Force Majeure Event.

9 Precedence

- 9.1 The order of precedence shall be as follows:
- 9.1.1 these NAV Additional Terms and Conditions;
 - 9.1.2 (if applicable) Thames Water's quotation or price on application;
 - 9.1.3 the NAV Tariff Document;
 - 9.1.4 the Services Request Form so far as it describes the Service.

10 Assignment

- 10.1 Neither party shall assign, transfer, charge, subcontract or deal in any other manner with all or any part of its rights or obligations under the Contract without the prior written consent of the other party.

11 Severance

- 11.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12 Third party rights

- 12.1 A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms.

13 Law & jurisdiction

- 13.1 The Contract shall be subject to English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

Get in touch

For enquiries regarding this form or any other questions relating to your building or development work at NAV sites, write to:



thameswater.co.uk/developerservices



developer.services@thameswater.co.uk



0800 009 3921

Monday-Friday, 8am-5pm



**Thames Water
Developer Services
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Vastern Road
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