

Pipe-laying in private land

Code of Practice

2026

Our codes of Practice

We operate under a licence which was granted by the Secretary of State for the Environment, Food and Rural Affairs. This means that there are many laws and regulations which govern what we do and the rights you have as a customer. Independent regulators monitor our business to ensure that we operate fairly. In addition to this we have introduced our own policies and services which go beyond our regulatory obligations.

This document sets out our Codes of Practice. It describes the services we provide, what your rights are as a household customer and what to do if things go wrong. The Codes have been produced in consultation with the Consumer Council for Water (CCW). From time to time, we will revise the Codes and update them to include our improvements in services to you. Nothing in our Codes of Practice affects your rights under the Law, nor is it a contract between the Company and you.

Pipe-laying in private land

This document sets out our obligations and duties when we carry out works on private land. It also outlines good practice with regard to our powers and duties when we lay or carry out work on pipes in private land. It has been prepared under section 182 of the Water Industry Act 1991 (the Act) and has the approval of the Secretary of State. The Act allows, and in some cases requires, us to do these works. It also sets out some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.

We may need to carry out essential maintenance, improve our existing network or install new infrastructure in private land, in order to meet our customer and statutory commitments. Works may be required in order for us to:

- Prevent environmental damage from flooding.
- Stop or reduce the number of flooding properties.
- Renew or replace sewers at the end of their working life.
- Enable first time sewer connections in a specific community.
- Upsize or increase the capacity of the network.

This section will guide you through the steps taken by us when progressing this required work, explaining our commitments and what you can expect from us.

There may be times where we're unable to or it's not in customers' interests to comply with the Code in a particular set of circumstances. These include:

- Where compliance would have a greater negative impact on services for customers.
- In extreme weather conditions.
- Ongoing emergency situations.
- Where the landowner affected requests this.

In these circumstances, we'll always explain why and what we intend to do to address any outstanding matters.

The rest of this Code is set out in three sections describing what happens:

- 1. Before the work occurs**
- 2. During the work**
- 3. After the work has been completed**

1. Before the work occurs

Planning a route

Before we lay a pipe we need to plan a route. We take various factors into consideration:

- The directness of possible routes.
- The disruptive effect of the work (to traffic, businesses and individuals).
- Engineering considerations including access for construction work.
- The cost (both of laying and of maintaining the pipe) including the level of reasonable compensation.
- Existing underground and overhead equipment.
- The desirability of achieving gravity flow.
- The avoidance of sites of environmental and archaeological importance.

At this stage, we'll also aim to confirm ownership and occupation of any land that may be affected by any proposed works. Where this is the case, we'll consult with you and seek to minimise the impact on you.

Notice of work

We're required to give you formal notice of our intention to carry out work on your land. The notice has to be in writing and will normally be accompanied by a plan. These documents will give you information about the location of the proposed works, the approximate extent of the working area and when we intend to do the work. It's a good idea to store the notice safely with your records so that future buyers of the property are aware of the pipe and apparatus. We'll also give you notice of our point of entry. We always try to contact you before we issue the notice and, unless it's in response to a requisition (see glossary), when laying a new pipe we'll give you at least three months' notice.

If the work involves alterations to an existing pipe then, unless it's an emergency, we'll give you at least 42 days' notice. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleanse), repair or adjust, we'll give reasonable notice which will normally be at least seven days (unless you agree to a shorter period).

Consultation

We'll always try to consult you before the notice is served, but, if for any reason we haven't been able to, we'll discuss with you what we propose to do during the notice period.

During the consultation, we'll be asking you and other specialist organisations for information about:

- Ownership (and occupancy, if different) of the land. Please tell us if there may be change of occupier or owner while we progress the consultation
- Any proposals you have for developing the land, such as proposals for building any permanent structures or existing planning consents.
- Known pipes, cables, equipment, or structures below the ground.
- Anything which you believe might affect the timing of our work including whether the land is subject to flooding.
- The location of springs, wells, cesspools or septic tanks.
- Details of any known land drains and in particular any deep land drainage system.
- Any harmful materials, liquids or vegetation in the area in which we'll be working, any contaminated land and if the land has been subject to any notifiable plant or animal diseases.

- Any areas with special needs, e.g. SSSIs (sites of special scientific interest), 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 or will affect our work and for which we may have to compensate you.

We'll 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 position of any ancillary equipment, the timing of the work, the reinstatement of land and land drains, and discuss them with you. By the time we make the final decision about the route we'll have taken into account both engineering and operational needs and the long and short term costs of the work, as well as any comments or suggestions you or your agent have made. If at this stage we're unable to meet any of your suggestions or objections, we'll explain the final decision to you.

The period of notice allows time for further consultation and any concerns to be addressed before we start work. At the end of that time, we trust that matters between us will have been agreed. However, if you refuse us access to your land in accordance with the notice we gave you, we can apply to a Magistrate for a warrant to gain access.

Once work starts, we'll keep as closely as possible to the notified route. If we find we're unable to do so, we'll consult with you. If we find that we need to make significant changes (such as a significant re-routing of the pipe), and you're unable to agree them with us, we'll serve a fresh notice.

If for any reason the work doesn't start on or shortly after the proposed date, we'll advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the work and any reinstatement will take. Once a statutory notice has been served, you shouldn't do anything on the land in question that might hinder or prevent us from undertaking the proposed works, but you should continue your normal agricultural operations up to the actual time of entry. It's not necessary to arrange your agricultural operations around our proposed work because it is possible that the timing could vary. If you're in doubt, please get in touch with us for advice and clarification.

Timing of the work

Within engineering, operational, and other constraints, we'll do the work at the time which will cause least damage to land.

Agents

We'll always try to act in a fair and open manner with any private landowner affected by our works and you may decide to manage the work without the services of an agent. However, you may want to appoint an agent, such as a surveyor experienced in this type of work, to act on your behalf in advising you on the work, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes, we accept that you should appoint an agent and we'll reimburse the reasonable and proportionate cost of the agent's fee, after any compensation claim has been settled.

You should only instruct the agent to undertake work that's reasonably required and if work is undertaken by the agent that we don't consider was reasonably required, then that element of the fees may not be reimbursed. If you want further information about this, you should check with your ST Connect representative.

We don't usually pay solicitors' fees unless we ask you for a formal easement document (see glossary) that requires additional work and the fees have been agreed with us in advance.

Record of condition

We'll 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 before the scheme starts. If you don't have an agent, we'll send it to you. If we've missed anything at that stage, please let us know. 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 possible 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.

Land Drainage

If you have any records of existing land drains, these should be made available to us as soon as possible. We'll then discuss with you the reinstatement work to any land drainage system affected by the work, as in some circumstances this may need to include preliminary work before pipe-laying operations start. If we are made aware of an extensive land drainage system, then prior to the work we may engage a land drainage consultant to draw up a remedial scheme.

Contacts

Before the work starts, we'll give you the name, workplace address and telephone number of the person responsible for supervising the work, who may be from one of our nominated contractors. Normally they will be available during working hours. We'll also give you an emergency telephone number for use outside normal working hours or if your normal contact isn't available.

Location of pipes and equipment

Normally, our pipes and ancillary equipment are laid below ground. We'd normally lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles, such as rock outcrops, which prevent this. If this happens, we'll let you know the final position and depth. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are occasional instances where other locations may be unavoidable. If you have deep land drainage you should let us know before we start work.

Where we need to install a manhole or other accessory that will be raised or at ground level, we'll try to place it in a position to minimise 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'll always discuss this with you first. If it's necessary to have a manhole in your garden, we'll always discuss its location with you, and, if possible, give you a choice of its final position within your garden.

2. During the work

Supervision

We'll make sure that anyone working for us on your land is properly supervised. If you have told your contact about anything that requires special attention, they'll make sure that it's brought to the attention of our workers who will need to take it into account.

Working times

Except in an emergency, if we're working close to residential properties and need to work on bank holidays, weekends, or between the hours of 7:30pm and 7:30am, we'll tell you in advance.

Access for owners and occupiers

For safety reasons you won't be able to access the working area. However, if necessary, we'll make sure that you have access across the working area, and we realise the importance to you of maintaining access to your property. Within reason, we'll let you have access to stock or vehicles across the working area. If the location of the working area cuts off access to part of your property, we'll discuss this with you before we start work. If appropriate, we'll provide temporary foot crossings, gates, steps, or stiles and discuss their location with you. We'll try to keep the existing means of access to areas cut off by the work open unless it would be more appropriate to provide an alternative. Where a common access is to be used both by you and us, we'll aim to keep that access as clear as possible from mud and dust from our work. We'll make sure that there's minimum interference with any existing means of access for emergency vehicles.

Access for ourselves

Normally we'll gain access to our work within the working area. However, if access is required by any other route, we'll discuss this with you and include any additional access in the notice.

We won't 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'll maintain public access rights.

Security of your property and of the working strip

Before we start work, we'll talk to you about the type of fencing needed to maintain a safe and secure working area. If the working area is next to land where livestock will remain, we'll erect a suitable stock-proof fence. In these circumstances we'll make sure the stock-proof fence is maintained during the course of the work and, where required, during reinstatement.

Where livestock stray via the working area through our proven acts or omissions, we'll give consideration to claims for loss or damage.

Where possible, during the work and reinstatement, we'll seek to make sure that the existing level of security of your property is not reduced.

Topsoil

We'll seek to preserve the structure of the soil. When topsoil is stripped from the land, we'll store it separately from other excavated materials. We won't compress it with machinery. When the work is finished adequate subsoil preparation will be undertaken prior to replacing topsoil. The excavated material will be restored, as far as possible, to the condition it was prior to the work. In particular, topsoil will be replaced to the same depth it was originally and no large stones excavated during the work will be left on the surface. If, for any reason, we're unable to return the same topsoil that was removed from your land it will, unless otherwise agreed with you, be replaced by soil of a similar nature, structure and quality.

Trees and hedgerows

Wherever possible we'll try to avoid felling or lopping any mature trees but if it's unavoidable, we'll consult you first. If the trees are subject to a preservation order or in a conservation area, we'll also consult the appropriate authority and abide by its conditions. If we have felled any mature trees, they'll remain your property. If you wish, we'll dispose of them with your prior consent. Work required to hedgerows will also be discussed with you. Any formal approvals will be requested from the local authority.

Land drainage

If we disturb any existing land drainage systems, we'll do our best to reinstate or replace it to the same standard as existed prior to the work. Where practicable, we'll lay our pipe under the land drainage system. We'll tell you when we're going to carry out remedial work and will give you the opportunity to inspect the site.

We'll make a record (which may include photographs) of any land drains disturbed and the replacement/reconnection work carried out and give you a copy if you request it. If we install any new land drains in locations where they did not previously exist, we'll discuss this with you, give you an opportunity to inspect the site and provide you with a record of the work on completion.

Water supplies and other services

If we interrupt or accidentally damage any water supplies or other services in our working area, we'll repair the damage, contact the incumbent water supplier to repair the damage, or provide an adequate alternative as soon as possible. We'll also take all reasonable steps to make sure that our work doesn't 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'll arrange sampling and bear the cost of samples being analysed to determine water quality, and for levels in wells and flows from springs to be recorded and agreed before and after the work, provided you have drawn this need to our attention in adequate time.

Area affected by disease

If you advise us that the area we have to work in is infected by a disease notifiable under the Animal Health Act 1981 (e.g. foot and mouth) we'll follow the requirements of the English and Welsh Governments. If we have to make an emergency entry, we'll take all necessary precautions. If Defra has imposed requirements to avoid spreading soil-borne pests and diseases we'll comply with them.

Fishing and sporting rights

Our staff and our agents won't be allowed to carry firearms on the working area. We'll not bring animals onto the site. If there are fishing or sporting rights adjacent to the working area, we'll use reasonable endeavours to make sure that our work minimises any interference with the enjoyment of them.

Facilities for our workers

If we bring any huts or caravans on to the working area on your land, unless there is a security risk, they won't be used for overnight accommodation without your permission. We'll provide sanitary equipment and all required welfare facilities for our workers.

Private agreements

If you make any agreements directly with our contractors, you should note that we won't be responsible for any consequences nor intervene in any such agreement made between you and the contractor.

Cathodic protection

Cathodic protection is a technique for protecting metal structures such as pipelines from corrosion using electrical currents. If we provide cathodic protection for any part of our equipment, where appropriate, we'll safeguard buildings and structures near our work.

Temporary support

If, as a result of our work, any of your buildings, structures or equipment may need temporary underpinning or support, we'll consult you. We'll then provide the necessary protection and support.

Fossils and articles discovered

If we discover any coins, fossils or other articles during our work we'll inform you and the appropriate archaeological body. We won't retain them or lay any claim to them. We have a legal obligation to have regard to the protection and conserving of objects of archaeological interest. We may employ or involve an archaeologist to examine the work as it progresses, but this will be discussed with you first.

3. After the work

Reinstatement

In doing our work we'll try to do as little damage as possible. Temporary damage, such as topsoil stripping, may take place to allow good working practice and reinstatement. When the work is complete, we'll restore the area where we have worked to the same condition that it was in before we started. On the occasions that this is not reasonably possible, we'll pay compensation to reflect the depreciation in the value of the land.

We'll remove all tools and equipment and any contaminants brought to the site and take away any surplus excavated material unless you ask us not to 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'll arrange a joint inspection to ensure satisfaction. If we've damaged or removed any fence, bank, or wall, we'll repair or replace it as necessary. If we have damaged a hedge, we'll replant it with an appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively, we'll pay reasonable compensation.

If the work has been in a garden, we'll do our best to make sure that the reinstated garden matches the unaffected garden. If necessary, we'll employ an accredited garden landscaper for the reinstatement work. Where this isn't practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.

If a land drainage system is not adequately reinstated, we may seek the advice of an independent land drainage specialist. Alternatively, reasonable compensation may be paid.

Information

We'll inform you in writing of the position and depth of the pipe (if less than 900mm) and the extent of the land (the protected width (see glossary)) which needs protection. These details should be kept safely with your property records. The protected width will be kept to the minimum possible and will be sufficient for us to gain access and work on the pipe if required. To avoid damage to the pipe and to allow us access, we'll give you information on any activities which shouldn't be carried out without our express permission in that area. This

will include planting of certain types of trees or erecting buildings but won't prevent normal agricultural operations.

Compensation

If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you'll have any temporary losses or disturbance caused by the work (including any intrusive survey investigation works), you may be entitled to claim compensation from us.

Also, if you've suffered damage to your property that we haven't been able to put right, you may be entitled to compensation. You should note that disturbance compensation will only be paid for items that are directly and unavoidably incurred as a result of our work. If you experience significant disturbance, you should, at the time of the disturbance, keep your contact informed and let them know if you are likely to incur additional costs.

It's in your own interest to keep a diary of events.

It's important to note that while we'll pay reasonable compensation in respect of proven disturbance, you are expected to minimise these losses wherever possible.

If you have appointed an agent they'll prepare and negotiate your claim for you. Your claim will be treated confidentially.

If we haven't already made an advance payment of compensation following entry to the land, you or your agent can request in writing that we 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.

We're committed to trying to reach mutual negotiated agreement over the level of reasonable compensation applicable and if this cannot be agreed we would normally be willing to participate in some other form of Alternative Dispute Resolution (ADR). Alternatively, the matter can be referred to the Upper Tribunal (Lands Chamber – see glossary), who will then decide the correct level of compensation payable. However, we won't pay your agent's fees to prepare your case. It's up to the Lands Chamber to decide if, and how, costs should be awarded.

If in the future you wish to develop the land the Act makes provision for 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.

Complaints

When we are working on your land, we aim to cause minimum disruption and inconvenience. We expect our workers and contractors working for us to be polite, considerate, and helpful. If you have a problem in the first place, please get in touch with your named contact.

If you remain unhappy, Ofwat is the independent water industry economic regulator and has as one of its objectives the safeguarding of 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 pipe-laying on private land and, if appropriate, make an award of up to £5,000. However, disputes can't be investigated regarding the amount of compensation payable, which should be referred to the Upper Tribunal. Information on the role of Ofwat in dealing with such complaints is available on request.

Complaints to Ofwat should normally be made within 12 months of the event to which the complaint refers. Ofwat's address is:

*Ofwat
City Centre Tower
7 Hill Street
Birmingham
B5 4UA
Tel: 0121 644 7500*

Exceptions

Emergency works

Note that in respect of emergency works (see glossary) the Water Industry Act 1991 doesn't require water companies to serve notice upon owners and occupiers, unless there is sufficient time to serve a 'notice'.

Although no notice is necessary in an emergency, verbal contact should be made with owners and occupiers beforehand, if reasonably practicable.

Accordingly, it's unlikely that we would have sufficient time available to fully consult over the proposed works and follow some of the guidance detailed in this Code.

Developer works and requisitions

Certain provisions of this Code are not applicable to the laying of pipes within developers' sites. In particular, paragraphs relating to the timing of the work, record of condition of land and topsoil, and those relating to reinstatement do not apply.

If we have to lay a pipe in response to a requisition (see glossary) we'll give you as much notice as possible but this will normally be a minimum of 21 days (compared to 3 months for the laying of new pipes in other circumstances).

Glossary of terms

Ancillary equipment – this refers to other apparatus, in addition to the pipe, required by ST Connect in order to maintain and operate our network. This includes any manholes, ventilating shafts, inspection chambers, settling tanks, wash-out pipes, pumps, ferrules, or stopcocks for the pipe or any machinery or other apparatus which is designed or adapted for use in connection with the use of the mains pipe or another accessory for it. This may also include electronic communications apparatus subject to certain provisions being met.

Easement document (sometimes known as a deed of easement) – this is a legal document that provides one individual or organisation with legal rights over another's land. For example, ST Connect occasionally require a deed of easement to allow legal access for regular and routine maintenance across the land of a private landowner. The deed of easement providing this access could be taken without ST Connect having to issue a Statutory Notice for access on each occasion.

Protected width – after our new pipe is laid, you'll be provided with a plan that details a protected width each side of the pipe in order to (a) protect the pipe from damage, and (b) enable us to access the pipe in the future for essential maintenance and repairs. If the landowner or occupier is seeking to undertake any land uses within, or in close proximity to, the protected width that may damage the pipe or interfere with the future access requirements, they must contact us to seek consent for this new development. In some instances, development will be allowed in the protected width subject to certain conditions being met but consent must be gained before any works are commenced.

Upper Tribunal (Lands Chamber) – this is part of the Upper Tribunal with power to determine a range of disputes and appeals concerning land in England and Wales. It replaced its predecessor, the Lands Tribunal, in 2009 and is part of the HM Courts and Tribunal Service. In particular the Lands Chamber will deal with any disputes relating to the appropriate level of compensation payable due to our works on private land.

Emergency works – we may have to undertake works in response to an emergency, such as:

- Any danger to property;
- An immediate risk of serious pollution;
- An immediate risk of harm to human health or circumstances that may endanger life or health, and;
- To avoid any interruption of water or sewerage services to any premises.

Requisition – The law covering the requisition of a water main or sewer is set out in the Water Industry Act 1991. When a developer applies for a requisition mains (to provide water or sewerage services to a new development), we have statutory obligations (and timescales) to install this mains.

Contact us

The quickest and easiest way to get in touch with our teams is by email at customer@st-connect.co.uk

Questions about your bill

If you have a question about your bill please contact our billing partner, South East Water on: 0333 000 0001, lines are open Monday to Friday between 8am and 7pm, and Saturdays between 8am and 1pm.

Questions about your sewerage services or emergencies

If you have an operational issue please report this via our website at [Contact Us | Severn Trent Connect](#).

In an emergency please call 0845 555 5557, this number is manned 24 hours a day, 365 days of the year.