

# AffinityWater

## Terms and Conditions

Hydrant Licensing 2024 version 003



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## TERMS AND CONDITIONS OF HYDRANTS/STANDPIPES USE

**Definitions:**

"Confidential information" means any and all oral or written information or data (including all text, sound, software, image or video files) and all derivatives of such information or data, received by either party in connection with the Licence, whether received directly or indirectly. Confidential Information shall also include the fact that the Licensee and Licensor are discussing the Licence and the nature and status of any such discussions.

"Licence" – means the licence appended to these Terms and Conditions that details the Licensee and specification, including the hydrants/washouts permitted to be used; the duration of the licence; and the amount of water permitted to be drawn.

"Licence Fee" – means the fee (as set out in the Licensor's Charges Scheme) paid to the Licensor in advance of the Licence being issued.

"Licensee" – means either a registered company, sole trader or an individual.

"Licensor" – means Affinity Water Limited

**The terms and conditions are as follows: -**

1. Only the named Licensee as detailed on the Licence, including any employees of the Licensee acting on the Licensee's behalf, consent from the Licensor to use a hydrant/washout in accordance with these Terms and Conditions and the specifications contained in the Licence. The Licensee must notify the Licensor immediately upon becoming aware of any changes that may affect the Licence and/or to any specifications of the licence. These can be emailed to [hydrant.licensing@affinitywater.co.uk](mailto:hydrant.licensing@affinitywater.co.uk).
2. Each standpipe (which includes any other fittings, appliances, or apparatus) used to draw water from an identified hydrant/washout, as provided for in the specifications of the Licence, must be approved by the Licensor and must be fitted with a double check valve to prevent backflow. Standpipes not fitted with such a device will not be approved by the Licensor.
3. A copy of the Licence must accompany each standpipe used, or to be used, and must be produced at the request of a Licensor or an authorised representative of the Licensor.
4. The Licence is exclusive to the Licensee and cannot be transferred to any third party including sub-contractors. Any third party must apply for a licence in their own right.
5. The Licensee can only draw water up to the maximum permitted amount from the permitted hydrant/washout as specified in the Licence. This maximum amount cannot be accrued or carried over to another day or transferred to another hydrant/washout.
6. The Licensor may charge an Unauthorised Hydrant Use Fee where a Licensee is found to have used, or be using, a hydrant/washout point not specified in the Licence. \*
7. Licensee must ensure that any person operating a standpipe to draw water from an identified hydrant is competent to use it and to provide proof of this competence. A person will only be deemed to be competent:
  - a) *If a 63mm standpipe is specified, where the Licensee or at least one employee of the Licensee, has attended a Hydrant Use Training Course provided by the Licensor and obtained a certification of competency, which will be valid for up to three years. The Licensor will provide the course at no additional fee. A certified person may train, and will be responsible for the training of, all standpipe operators of the Licensee to use a 63mm standpipe.*
  - b) *If a 19mm standpipe is specified, no certification is required, and the Licensor will supply a copy of its Hydrant Disinfection and Usage leaflet to the Licensee. The Licensee must have regard to this leaflet and shall be responsible for ensuring that any standpipe operators are provided with a copy and are suitably trained to use a 19mm standpipe.*
8. The Licensee must ensure that water drawn from a hydrant/washout must only be used for the purpose stipulated in the specification of the Licence.
9. The Licensor gives no warranty that the water supplied will be suitable for the purpose stipulated in the specification of the Licence and accepts no responsibility with regards to wholesomeness once the water has left its network.
10. The Licensee must ensure that any hydrants/washouts used are closed following use and that no water is allowed to run to waste.
11. The Licensee must ensure that all standpipes are disinfected with 'Milton' or a similar food safe disinfection solution prior to use, kept clean at all times, and not be allowed to come into contact with other equipment or materials likely to contaminate them. Where a hose is used, the Licensee must ensure that the outlet is always kept visible to the operator and ensure that under no circumstances a hose outlet is placed into a gully, drain, manhole, culvert, or ditch.
12. The Licensee must ensure that all standpipes are properly maintained to minimise the risk of contamination, backflow, and waste and that no damaged and worn standpipe are used.
13. The Licensee will indemnify the Licensor against all liability, cost, expenses, damages, and losses (including all interest, penalties, and legal and other professional costs ("Losses") suffered or incurred by the Licensor arising directly from the exercise of any rights granted in the Licence or any breach of these Terms & Conditions, save where such Losses are due to an act, default or omission of the Licensor.
14. The Licensee must report any damage, howsoever caused, as soon as reasonably practicable to the Licensor's property on 0345 357 2407.
15. Licensee must have in place a full public liability insurance policy in force to cover the acts, omissions or otherwise of its employees.
16. The Licensor will not be liable for: (a) the death of, or injury to the Licensee or its employees; or (b) damage to any property of the Licensee or that of the Licensee's employees; or (c) any losses, claims, demands, costs or expenses or other liability incurred by the Licensee or the Licensee's employees in the exercise or purported exercises of the rights granted by the Licence. Nothing in this clause shall limit or exclude the Licensor's liability for: (a) death or

- personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
17. Both parties will ensure that any Confidential Information received in connection with this Licence is kept in the strictest confidence, including restricting access by employees, contractors and third parties as is reasonably required. Both parties shall not without the prior approval of the other party, use for its own benefit, publish, copy, disclose to another, or permit the use by others of, any Confidential Information. The obligations set out in this clause does not extend to information disclosed as required by any applicable laws or where the Licensor pursues any enforcement or legal action related to any breach of these Terms and Conditions.
  18. The Licensor and any Fire and Rescue Service retain the right to remove any standpipe, from a hydrant/washout at any time and for any purpose. In such circumstances, the Licensor will not be liable to pay the Licensee any compensation for loss of use of supply following the removal of the standpipe.
  19. The Licensor may terminate the Licence for any reason, by giving at least 7 (SEVEN) days' notice in writing to the Licensee by ordinary 1st Class Post at any time should the Licensee breach any clause of these Terms and Conditions.
  20. The Licensor may Investigate any matter in respect of:
    - a) *water taken, or suspected to have been taken, in contravention of these Terms and Conditions.*
    - b) *a contravention, or suspected contravention, of a Statutory or Regulatory provision related to its water network.*
    - c) *any contravention, or suspected contravention, of any Drought Order or Temporary Usage Ban that may be imposed from time to time, all of which may result in enforcement action being taken against the Licensee in accordance with the Licensor's enforcement policy, and/or reporting of the matter to the police or relevant Enforcement Body.*

\* Details of costs are provided in the Licensor's published charges scheme which is available online.

