

April 2021

**Notice of our decision to release the
Commitments made under the
Competition Act 1998 by Bristol Water
Plc in relation to the market for new
water connections**

About this document

This document is a final decision, pursuant to Schedule 6A of the Competition Act 1998 (**the Act**), that, in accordance with section 31A (4) of the Act, we have released the binding commitments made by Bristol Water Plc and accepted by Ofwat.

Executive summary

In March 2015, the Water Services Regulation Authority (**Ofwat**) accepted commitments (**the Commitments**) under the Competition Act 1998 from Bristol Water. These were put in place to address the competition concerns we identified during the course of an investigation under the Act into a potential abuse of a dominant position by Bristol Water. We have now decided to release the Commitments.

Our decision has been made following a consultation which ran from 30 November 2020 to 11 January 2021. We have considered all responses to this consultation, and reached the view that the Commitments should now be released.

Our decision to release the Commitments removes them as a binding and enforceable requirement on Bristol Water. This includes the requirement for Bristol Water to regularly report to Ofwat on its compliance with the Commitments. Bristol Water continues to be required to comply with competition law in the new connections market and with the wider regulatory framework which has developed in relation to companies' activities in this market.

Contents

1. Introduction	4
2. Legal framework	9
3. Consultation responses	10
4. Our final decision	18

1. Introduction

- 1.1 The Water Services Regulation Authority has decided under s31A 4(b) of the Act to release the [binding Commitments](#) made by Bristol Water Plc (**Bristol Water**) and accepted by Ofwat under the Act. These Commitments were put in place to address the competition concerns we identified during the course of an [investigation](#) under the Act into a potential abuse of a dominant position by Bristol Water. Our decision follows a [consultation](#) which ran from 30 November 2020 to 11 January 2021 and consideration of the responses we received.
- 1.2 Our decision to release the Commitments removes them as a binding and enforceable requirement on Bristol Water. This includes the requirement for Bristol Water to regularly report to Ofwat on its compliance with the Commitments. Bristol Water continues to be required to comply with competition law in the new connections market and with the wider regulatory framework which has developed in relation to companies' activities in this market.

A. Background

- 1.3 In early 2013, we received complaints from two self-lay providers (**SLPs**) operating in Bristol Water's area of appointment. The complainants alleged that Bristol Water was abusing its dominant position as the company appointed under section 6 of the Water Industry Act 1991 (**WIA91**) as the water undertaker¹ (otherwise known as water company) for its specified area of appointment, by discriminating against SLPs in the market for providing new water connections.
- 1.4 SLPs are contractors who work in the market for providing new connections. They typically provide developers with water supply infrastructure which the local water and/or wastewater company then adopts, taking responsibility for the assets and using them to provide services to end-user customers. To provide this infrastructure SLPs need to access the local company's non-contestable upstream services as essential inputs.
- 1.5 As a statutory water provider, the local water and/or wastewater company competes with SLPs in the market for providing new connections. An owner or occupier of premises, including developers, can ask a local water company to provide the new connections infrastructure, this is called a requisition. In providing this, the local water

¹ A company that has an appointment (otherwise known as a licence) to supply water services to a specific geographic area of England and Wales is called a water undertaker.

company is providing itself with upstream services to enable it to deliver the downstream services where it competes with SLPs.

- 1.6 Abuse of a dominant position is prohibited by Chapter II of the Act and Article 102 of the Treaty on the Functioning of the European Union (**TFEU**). We have concurrent powers with the Competition and Markets Authority (**CMA**) to investigate potential infringements of the prohibition in Chapter II of the Act and/or article 102 of the TFEU so far as relating to “commercial activities connected with the supply of water or securing a supply of water or with the provision of securing of sewerage services”².
- 1.7 In March 2013, we opened an [investigation](#) under the Act. Details of the investigation can be found within our [decision document](#)³. We identified four competition concerns in our investigation. There was one general, overarching, concern (see concern 1) and concerns relating to more specific practices (see concerns 2-4). Our competition concerns were:
- **Concern 1:** Potential leveraging of a dominant position in upstream services to harm effective competition for downstream services.
 - **Concern 2:** Differences in the treatment of costs in the calculation of self-lay and requisition quotations. This could result in the amount presented to the customer as being recovered by Bristol Water being less for the requisition than the self-lay option.
 - **Concern 3:** The additional charges Bristol Water required of SLPs without a clear, objective justification for and transparency around the reasons for the charges, the level of the charges and differences in their application between SLPs.
 - **Concern 4:** Bristol Water’s interactions with SLPs in terms of communicating information to SLPs and developers on the processes and the prerequisite requirements they need to satisfy in order to access the upstream services provided by Bristol Water.
- 1.8 In July 2013, Bristol Water notified us that it would like to offer commitments to address the competition concerns. On 23 March 2015, we published our [decision to accept binding commitments under the Act from Bristol Water](#). There were five headline commitments and a further commitment relating to compliance reporting and providing information to us. The Commitments included changes to Bristol Water’s internal organisational structure and processes. This resulted in a clearer separation of Bristol Water’s developer services functions to better distinguish where it operates in the contestable market for new connections (**downstream services**), from those non-contestable services it provides as a monopoly supplier (**upstream services**). We

² See section 31 of the WIA91.

³ [Decision to accept binding commitments under the Act from Bristol Water](#)

considered that the Commitments addressed the four competition concerns we had identified in our investigation.

- 1.9 Each of the five headline commitments was structured as a principle followed by a series of specific actions. In summary, the five commitments offered by Bristol Water and accepted by Ofwat were:
- Commitment 1: Calculation and presentation of costs of new infrastructure.
 - Commitment 2: Broad equivalence of new development charges.
 - Commitment 3: Interaction with SLPs.
 - Commitment 4: Policies and procedures.
 - Commitment 5: Internal structure and processes.
- 1.10 The Commitments we accepted were enduring in nature with no end date stated. At the time we recognised that it is unusual to accept enduring commitments; typically commitments under the Act fall away after a defined period of time⁴. However, at the time we accepted the Commitments, the water sector was preparing to introduce a number of significant changes to the regulatory landscape that would be relevant to the issues being considered. In particular, the expansion of the [non-household retail market](#) and subsequent reforms to create markets in other parts of the water sector value chain.
- 1.11 These changes had the potential to impact on how water companies delivered, and priced, their new connections services. The details of these wider changes were still being finalised at the time of our decision on the Commitments. It was, therefore, unclear how Bristol Water implementing the changes might pose risks to how Bristol Water addressed our competition concerns. As such, we considered enduring commitments were appropriate so that we had greater assurance of compliance during this period of change.
- 1.12 Both Ofwat and Bristol Water recognised that the Commitments may need to change or be removed in light of wider sector changes. Therefore, commitment A1.2 included wording to state clearly that this would be possible as set out in s31A of the Act.
- 1.13 Bristol Water has reported to Ofwat on its compliance with the Commitments since they came into force. This was initially on a quarterly basis and, since July 2020, every six months. Each monitoring report submitted included an independent audit report which provided third party assurance of Bristol Water's compliance with the Commitments. Both Bristol Water's monitoring report and the third party assurance were reported to Bristol Water's Board before being submitted to Ofwat. Overall, the audits were positive and reported compliance with the Commitments. Whilst the initial audits contained a

⁴ Commitments made under the Act typically have an end date at which they fall away. Often this period is within 3-5 years of the commitments being accepted.

number of recommendations about Bristol Water's compliance, these declined over time.

B. Bristol Water's requests to release the Commitments

1.14 On 1 December 2017, in line with commitment A1.2, Bristol Water asked us to consider releasing it from the Commitments. Its reason for why it believed the Commitments were no longer required included:

- The specific competition concerns had been addressed.
- There was effective competition in the new connections market within Bristol Water's area.
- The legislative and regulatory framework had changed since the date of the Commitments, imposing new obligations and creating greater transparency across the sector.

1.15 Our review of this request concluded that the requirements relating to changes in Bristol Water's organisational structure, and improving employees' awareness and understanding of competition law, had been well embedded into how Bristol Water's staff operated on a day-to-day basis. However, we were less assured that changes were fully embedded in other areas. In particular, where relevant wider regulatory changes had been introduced after our acceptance of the Commitments, such as new [charging rules for new connections services](#). As a result, we concluded it was not an appropriate time to release Bristol Water from the Commitments.

1.16 In January 2020, Bristol Water contacted us again about the possibility of releasing it from the Commitments. We responded setting out the work we were doing to review water companies' role in [developing effective markets](#). We noted the link between the issues being considered by the review, and the areas covered by the Commitments, and the potential for the review to identify evidence or findings that would be relevant to any decision to release the Commitments. We said we would not make any decision on releasing the Commitments until our separate review was complete.

1.17 In July 2020, we wrote to Bristol Water to explain that, having completed our review of water companies' role in developing effective markets, and reflecting on Bristol Water's previous requests and correspondence, we would consult on a proposal to release Bristol Water from the Commitments.

C. Consultation to release the Commitments

1.18 On 30 November 2020, we consulted on releasing the Commitments. We no longer considered the additional protections provided by the requirements and monitoring of the Commitments (including independent assurance of compliance) to be proportionate or necessary to provide assurance that our original competition concerns had been addressed. In forming this conclusion, we considered relevant factors including:

- The development of the self-lay market⁵ in Bristol Water's area.
- Bristol Water's positive performance in recent years against both the Commitments and other measures relevant to its interactions with the self-lay market.
- The continued requirement for Bristol Water to comply with its obligations under the Act and other regulatory obligations, for example, the [Licence Condition on undue discrimination and undue preference](#), and the [Code for Adoption Agreements](#).

1.19 With this in mind, we considered it appropriate to release Bristol Water from the Commitments.

1.20 Our consultation closed on 11 January 2021 and we received four responses. On 4 February 2021, having reflected on the issues raised, we wrote to Bristol Water to highlight these issues and to seek Bristol Water's position on them. This enabled us to understand and consider whether any of the issues raised in the responses undermined the case for releasing the Commitments.

⁵ This is referring to the market for new connections carried out by SLPs.

2. Legal framework

2.1 The Act sets out the circumstances in which commitments may be released:

- Section 31A(4)(b) of the Act states that the commitments may be released where we are requested to do so by the person who gave the commitments or there are reasonable grounds for believing that the competition concerns no longer arise.

2.2 Schedule 6A of the Act outlines the procedural requirements for releasing commitments:

- a notice stating that we propose to release the commitments, providing the reasons for it, and the period within which representations may be made in relation to the proposed release must be published and sent to the person who gave the commitments;
- the period under which representations may be made must be for a minimum of 11 working days starting with the date the notice is given or, if that date is not a working day, with the date of the first working day after that date; and
- we must consider any representations made in accordance with the notice.

3. Consultation responses

- 3.1 We received four responses to our consultation which ran from 30 November 2020 to 11 January 2021. These were from Bristol Water, two SLPs and an SLP representative body. The issues they raised are set out below alongside Bristol Water's response and our view on how they impact upon the competition concerns our original investigation identified.

A. Design administration fee

- 3.2 The design administration fee is described in Bristol Water's [2021-22 charging document](#) as a charge to cover the non-design costs of administering and checking designs. Bristol Water sets out that it is charged on a sliding scale depending on development size and is refunded if a project proceeds within 12 months of application. Bristol Water's charging document refers to a separate design fee when an SLP asks Bristol Water to design the layout of infrastructure on a site rather than undertaking this contestable service itself.
- 3.3 There were concerns raised about what Bristol Water's design administration fee covers and whether a separate fee for design services is also applied to requisitions. There were also concerns at the potentially different impacts of refunding the design administration fee for sites that are started within 12 months when taking account of SLP development timelines which might mean they do not start within 12 months.

Bristol Water's response

- 3.4 Bristol Water considers it has made it clear in its published charging document that this fee relates to the non-design costs of administering and checking designs. It is separate to the costs of actually producing designs. Bristol Water also set out that it recovers an equivalent design administration fee for requisitions and this is within the requisition charge that it recovers for installing on-site mains.
- 3.5 In addition, Bristol Water set out that it is not aware of any specific instances where SLP development timelines have meant that a design administration fee has not been refunded. If there were any issues, Bristol Water set out it would review the timeframe.

Our response

- 3.6 We recognise that the design administration fee covers non-design costs of administering and checking designs. We also understand that Bristol Water recovers

costs broadly equivalent to this fee within its requisition charges. In summary, we do not consider the concerns raised regarding this fee indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

B. Design fee

- 3.7 Bristol Water sets out in its 2021-22 charging document that design fees are charged separately to SLPs where they ask Bristol Water to do a design. Bristol Water explains that this is because SLPs have the option to do the design themselves. Bristol Water's charging document sets out that for requisitions, design costs are included within the costs that it recovers for installing on-site mains. Bristol Water's charging document does not make it clear what sub-component of the total requisition charge this is.
- 3.8 As Bristol Water's charging document does not make it clear whether an equivalent fee also applies for requisitions, there were concerns raised about this fee.

Bristol Water's response

- 3.9 Bristol Water set out that a design fee is charged for requisitions and it is equivalent to the design fee for SLPs. It is not separated out but included in the overall connection charge. We understand that Bristol Water proposes to revisit this and consider separating out the design fee for requisitions for greater transparency.

Our response

- 3.10 We understand that Bristol Water recovers this fee for requisitions and it is broadly equivalent to the design fee charge to SLPs. We do note that this is less clear in Bristol Water's current charging document. We also recognise Bristol Water's plans to revisit this fee going forward.
- 3.11 In summary, we do not consider the concerns raised regarding this fee indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

C. Non-physical connection charge

- 3.12 The non-physical connection charge is described in Bristol Water's 2021-22 charging document as a charge for processing self-laid service connections undertaken by SLPs. It represents the amount of administration work Bristol Water is required to do to adopt those connections. Bristol Water charges a separate fee depending on the type of connection. This tiered approach includes different charges for the first connection on site, the first connection of a batch of connections, and for each subsequent connection in a batch.
- 3.13 There were concerns raised that Bristol Water's tiered charging structure for this charge (for example, calling off batches of connections) is not broadly equivalent to the requisition option. It was felt that, as a result, developers might consider the requisition option to be more flexible and/or a cheaper service than self-lay but no specific evidence on this impact was provided. Bristol Water's charging document also does not make it clear whether an equivalent charge applies to requisition service connections.

Bristol Water's response

- 3.14 Bristol Water set out that this charge is for the administrative costs associated with processing SLP connections. It set out that it charges an equivalent fee for requisition connections but the charge is recovered as part of the overall connection charge. Bristol Water emphasised that this is made clear in its budget quotations for developments (the document setting out the budget costs for requisitioning and self-laying infrastructure).
- 3.15 Bristol Water explained that this charge is structured to reflect Ofwat's [2017 determination](#). This determination was about the non-physical connection charge Bristol Water sought to recover for each of the self-laid service connections on a site. We ultimately determined that whilst it was reasonable for Bristol Water to recover a non-physical connection charge, the level of the charge should be lower. Importantly, our determination was finalised in advance of our new charging rules for new connection services.
- 3.16 Since our determination, Bristol Water has sought to remain consistent with the outcome of our determination. As such, Bristol Water considers it may be under recovering its costs for this service.

Our response

- 3.17 We understand that a charge broadly equivalent to the non-physical connection charge is recovered for requisitions although we note this is less clear in Bristol Water's 2021-22 charging document. Bristol Water provided us with more detailed information about the relevant costs within the requisition charge and we do not consider this gives rise to concerns that SLPs are being disadvantaged.
- 3.18 We also note that although our determinations may often have precedent value, in indicating the approach we will take to making determinations on cases with similar features, they do not set rules for companies to follow nor guarantee compliance for future years. Bristol Water recognises this and will continue to assess its charges' compliance with Ofwat's charging rules.
- 3.19 In summary, we do not consider the concerns raised regarding this fee indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

D. Tapping

- 3.20 Bristol Water sets out in its charging document that there are three common examples of new connections:
- Tapping only – this involves the customer laying the service pipe⁶ and fitting the boundary box.
 - Tapping plus service pipe – this involves the customer fitting the boundary box.
 - Tapping plus service pipe and boundary box.
- 3.21 There were concerns that in Bristol Water's charging document, these three options for providing new connections are not sufficiently clear about the pre-requisite requirements and associated costs for the developer, such that it would enable transparent costings for the developer to be able to correctly compare requisition and self-lay options. In particular, there were concerns that developers need to be accredited to be able to provide a boundary box and choose the cheaper 'tapping only' option.

⁶ This is the length of pipe between a company main and the property. It usually consists of a communication pipe (which runs from the main to the highway boundary) and a supply pipe (which is the remainder).

Bristol Water's response

- 3.22 Bristol Water has set out that it does not have any specific accreditation requirements for the installation of boundary boxes and it does not provide any direct guidance as to who may, or may not, install them for this reason.
- 3.23 Bristol Water explained that it will clarify on its website its expectations for installing boundary boxes and that, whilst it will permit them to be installed by non-accredited companies, it encourages developers to use accredited providers to reduce defects and the potential for rework.

Our response

- 3.24 We understand that Bristol Water does not have any accreditation requirements for the installation of boundary boxes. However, this is not clear in Bristol Water's current charging document. Additional clarification should help customers better understand Bristol Water's expectation.
- 3.25 In summary, we do not consider the concerns raised regarding this fee indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

E. Delays in provision of information and upstream services

- 3.26 There were concerns raised about delays in Bristol Water's provision of information and upstream services impacting on the work schedules of SLPs and their ability to provide their own services to their developer customers.

Bristol Water's response

- 3.27 Bristol Water considers there to be healthy competition from SLPs in the provision of new connection services in its area which does not suggest any constraints that would prevent or hamper entry or expansion. It also notes the above concerns were largely in relation to one particular development site an SLP was quoting for. This scheme was considered in the independent audit provided for Bristol Water's last compliance monitoring report for the Commitments. The independent audit did not identify any concerns regarding equivalence of service. It considered the timing problems were largely due to the SLP not providing it with the full site information Bristol Water required to provide a quotation.

Our response

- 3.28 We recognise that specific site issues may arise on occasion for Bristol Water and SLPs. We have not seen evidence to consider this is a systemic issue. We do not consider the issues raised by the responses indicate that the competition concerns (in particular that relating to Bristol Water's communication with SLPs and developers) still arise.

F. Service connection pricing comparison

- 3.29 There were concerns raised that Bristol Water's 2021-22 charging document is not clear enough to enable direct comparisons between the requisition and self-lay options.

Bristol Water's response

- 3.30 Bristol Water considers its charging document is clear and provides direct comparisons between the requisition and self-lay options. It adds that it is open to working constructively with SLPs should they have any concerns and that it engages on the content of its charging documents as part of its consultation requirements. Bristol Water also notes that its budget quotation documents always provide the costs for both the requisition and self-lay options.

Our response

- 3.31 We recognise the concerns raised regarding how Bristol Water enables direct comparisons between the requisition and self-lay route. We also recognise the steps Bristol Water has taken to enable this comparison including its positive relationship with SLPs and its budget quotation documents. With this in mind, we do not consider the concerns raised indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

G. Quality of Bristol Water designs

- 3.32 There were concerns raised about the quality of Bristol Water's designs being poor and not including details on boundary box locations and service routes. It was stated that this has a knock-on impact on SLPs who then have to rely on inspection reports carried out on-site by a Bristol Water network site agent (**NSA**), often 1-3 days before a connection takes place, to understand boundary box requirements and locations.

- 3.33 There were concerns raised that this makes it difficult for SLPs to provide a consistent service to developers in terms of cost. It can also leave SLPs open to different local practices and personal preferences of Bristol Water's NSAs when constructing an asset.
- 3.34 There were also concerns raised that Bristol Water designs are not subject to the same standards required by Bristol Water for designs produced by SLPs.

Bristol Water's response

- 3.35 Bristol Water does not consider there to be any issues with the quality of its designs. It does not include boundary box locations in designs, whether produced for an SLP or requisition, as it considers, in most cases, their location will be obvious. Bristol Water also does not consider that it holds SLP designs to a higher standard. It notes that any issues with its designs would also create the same problem for requisitions so would not, in any case, result in any market distortion.
- 3.36 With regards to any potential issues with NSAs, Bristol Water highlighted that the independent audit reports have not identified any such concerns and whilst there was an isolated issue experienced by the respondent this was promptly resolved.

Our response

- 3.37 We understand the concerns raised, however, we recognise the steps Bristol Water has taken to ensure there is no difference between the designs it provides for SLPs and developers. We also recognise that where there was an isolated problem regarding NSAs Bristol Water took appropriate steps to resolve this issue.
- 3.38 In summary, we do not consider there are issues that indicate that the competition concerns (in particular, the concern relating to the potential leveraging of a dominant position in an upstream market to harm effective competition in the downstream market) still arise.

H. Bristol Water mains pricing

- 3.39 There were concerns raised that the removal of asset payment values⁷ has highlighted Bristol Water's low pricing to install water mains. SLPs consider the disparity is created by Bristol Water's framework rates on materials, from its involvement in the Western Procurement Hub, and Bristol Water's standardised contractor rates. SLPs consider this

⁷ Companies no longer use asset payment values. Instead, companies follow Ofwat's charges rules for new connections.

makes it difficult for them to compete with a requisition offer and has resulted in the loss of several large and medium-sized projects. SLPs also consider Bristol Water benefits from a commercial arrangement they are denied or excluded from.

Bristol Water's response

- 3.40 Bristol Water does not consider there to be any evidence that its pricing is anti-competitive. It considers its charges to be broadly equivalent to other companies.
- 3.41 Bristol Water considers its participation in the Western Procurement Hub allows for compliance with utility procurement regulations and is not evidence on any anti-competitive behaviour. Bristol Water also clarified that it does not have access to standardised contractor rates.

Our response

- 3.42 We recognise that water companies can often benefit from economies of scale when purchasing materials. We have not seen evidence to suggest that Bristol Water's pricing is anti-competitive. We understand that Bristol Water's participation in the Western Procurement Hub provides access to advantageous pricing, achieved via competitive tendering, but do not consider that this raises competition concerns. We also note that Bristol Water tenders for its developer services work separately to help manage any potential cross-subsidy risks.
- 3.43 In summary, we do not consider the concerns raised indicate that the competition concerns (in particular those relating to the treatment of costs and the transparency and application of the charges for services provided where the self-lay option is used) still arise.

4. Our final decision

4.1 Following Bristol Water's requests for us to consider releasing it from the Commitments under section 31A(4)(b)(ii) of the Act, we considered whether the competition concerns we originally identified in our investigation still arise, and if the Commitments remain needed as the most appropriate and proportionate means of addressing any relevant competition concerns.

4.2 In light of our assessment, our consultation, and having reflected on the full range of available options, including maintaining or varying the Commitments, we consider that it is now appropriate to release Bristol Water from the Commitments. This is because:

- We have reasonable grounds for believing that our original competition concerns no longer arise.
- There has been marked growth in self-lay activity in Bristol Water's area since the Commitments were put in place. This suggests a more effective market is now in place which would be unlikely to coincide with anti-competitive behaviour by Bristol Water.
- We consider that, having now been in place for over five years, the evidence we have seen indicates that the structural and cultural changes required by the Commitments are sufficiently embedded within Bristol Water's operations to be considered "business as usual" behaviours.
- There have been a number of recent sector developments that have helped to materially reduce the means and behaviours by which some of the competition concerns originally arose. These sector developments also newly require and incentivise Bristol Water to treat SLPs in the same manner in which they would their own downstream business where services are equivalent.
- Absent the Commitments, we consider there to be other regulatory tools (for example, the [developer services measure of experience](#)) as an alternative, more proportionate, means of providing early insight into similar concerns and addressing them should they re-emerge in the future. We, or the CMA, are also able to open a fresh investigation under the Act should new concerns give us cause to do so and meet our prioritisation principles for opening an investigation.

**Ofwat (The Water Services Regulation Authority)
is a non-ministerial government department.
We regulate the water sector in England and Wales.**

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