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3rd December, 2002

## UNITED UTILITIES WATER PLC

### Issue of £50,000,000 3.375 per cent. Index-Linked Notes due December 2032 under the €4,000,000,000 Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 4th October, 2002. This Pricing Supplement is supplemental to and must be read in conjunction with such Offering Circular.

1.	Issuer:	United Utilities Water PLC
2.	(i) Series Number:	14
	(ii) Tranche Number:	1
3.	Specified Currency or Currencies:	Pounds sterling ("£")
4.	Aggregate Nominal Amount:	
	– Series:	£50,000,000
	– Tranche:	£50,000,000
5.	(i) Issue Price:	98.232 per cent. of the Aggregate Nominal Amount
	(ii) Net proceeds:	£48,803,500
6.	Specified Denominations:	£10,000, £100,000 and £1,000,000
7.	(i) Issue Date:	4th December, 2002
	(ii) Interest Commencement Date:	4th December, 2002
8.	Maturity Date:	4th December, 2032
9.	Interest Basis:	Index Linked Interest (see Appendix)
10.	Redemption/Payment Basis:	Index Linked Redemption (see Appendix)
11.	Change of Interest Basis or Redemption/ Payment Basis:	Not Applicable
12.	Put/Call Options:	Not Applicable
13.	Status of the Notes:	Senior Unsecured



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14. Listing: London
15. Method of distribution: Non-syndicated

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. **Fixed Rate Note Provisions** Not Applicable
17. **Floating Rate Note Provisions** Not Applicable
18. **Zero Coupon Note Provisions** Not Applicable
19. **Index Linked Interest Note Provisions** Applicable
- (i) Index/Formula: See Appendix
- (ii) Calculation Agent responsible for calculating the principal and/or interest due: Citibank, N.A.
- (iii) Provisions for determining coupon where calculation by reference to Index and/or Formula is impossible or impracticable: See Appendix
- (iv) Specified Period(s)/Specified Interest Payment Dates: 4th June and 4th December in each year commencing 4<sup>th</sup> June 2003 and ending 4th December 2032
- (v) Business Day Convention: Not Applicable
- (vi) Additional Business Centre(s): Not Applicable
- (vii) Minimum Rate of Interest: Not Applicable
- (viii) Maximum Rate of Interest: Not Applicable
- (ix) Day Count Fraction: See Appendix
20. **Dual Currency Note Provisions** Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

21. Issuer Call: Not Applicable
22. Investor Put: Not Applicable
23. Final Redemption Amount of each Note: Nominal Amount, subject in the case of Condition 7(a) to indexation as provided in Condition 5(f)(i) - see Appendix



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24. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(e)): Nominal Amount, subject in the case of Condition 7(b) and Condition 10 to indexation as provided in Condition 5(f)(i) - see Appendix

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes: Temporary Global Note exchangeable for a Permanent Global Note which is not exchangeable in any circumstances for Definitive Notes
26. Additional Financial Centre(s) or other special provisions relating to Payment Dates: Not Applicable
27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
29. Details relating to Instalment Notes: Not Applicable
30. Redenomination applicable: Redenomination not applicable
31. Other terms or special conditions: See Appendix

#### DISTRIBUTION

32. (i) If syndicated, names of Managers: Not Applicable
- (ii) Stabilising Manager (if any): Not Applicable
33. If non-syndicated, name of relevant Dealer: UBS AG, acting through its business group UBS Warburg
34. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: TEFRA D
35. Additional selling restrictions: Not Applicable



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**OPERATIONAL INFORMATION**

- 36. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): Not Applicable
- 37. Delivery: Delivery against payment
- 38. Additional Paying Agent(s) (if any): Not Applicable

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ISIN:	XS0159112126
Common Code:	015911212

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**LISTING APPLICATION**

This Pricing Supplement comprises the details required to list the issue of Notes described herein pursuant to the listing of the €4,000,000,000 Euro Medium Term Note Programme established by United Utilities PLC, United Utilities Electricity PLC and United Utilities Water PLC

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By: .....

*Duly authorised*

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## APPENDIX

1. Paragraphs (ii) (iii) and (iv) of Condition 5(b) are deleted. The following shall be deemed to be inserted as a new paragraph (ii) in Condition 5(b) and paragraphs (v), (vi) and (vii) of Condition 5(b) will be renumbered (iii), (iv) and (v) respectively and amended accordingly:

"(ii) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent will, at or as soon as practicable after each time at which the Rate of Interest is capable of being determined, determine the applicable Rate of Interest and notify the Principal Paying Agent of the Rate of Interest as soon as practicable after calculating the same.

The amount of interest payable on each Note for any Interest Period (the "**Interest Amount**") will be calculated by the Calculation Agent by (A) applying the Rate of Interest (as notified to the Principal Paying Agent by the Calculation Agent in accordance with the preceding paragraph) to the Specified Denomination of such Note, (B) multiplying the resulting amount by the Day Count Fraction and (C) rounding the resulting figure to the nearest one penny (half a penny being rounded upwards).

The "**Day Count Fraction**" is a fraction (a) the numerator of which is the number of days from and including the most recent Interest Payment Date (or Issue Date if such period is before the first scheduled Interest Payment Date) to but excluding the next Interest Payment Date or, if earlier the date of payment; and (b) the denominator of which is two times the number of days (including the first and excluding the last) in the Interest Period.

2. Condition 5(b)(iv) (renumbered as provided above) shall be deleted and the following paragraph shall be inserted in place thereof as a new Condition 5(b)(iv):

"(iv) *Determination or Calculation by Trustee*

If for any reason the Principal Paying Agent or, as the case may be, the Calculation Agent at any time after the Issue Date defaults in its obligation to determine or calculate:

- (A) the Rate of Interest;
- (B) any Interest Amount in accordance with paragraph (ii) above;
- (C) the Final Redemption Amount (as defined below); or
- (D) the Early Redemption Amount (as defined below),

the Trustee shall determine or calculate the same, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition and Conditions 7 and 10), and in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Calculation Agent or Principal Paying Agent, as appropriate (and, where practicable, in accordance with this Condition)."



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3. A new Condition 5(f) shall be inserted as follows:

"(f) *Indexation*

(i) *Indexation of principal*

The Final Redemption Amount payable pursuant to Condition 7(a) and the Early Redemption Amount payable pursuant to Conditions 7(b) or 10 shall be the nominal amount of the Notes multiplied by the Index Ratio applicable to the month in which the Final Redemption Amount or the Early Redemption Amount (as the case may be) becomes payable.

The Calculation Agent will calculate such Final Redemption Amount or Early Redemption Amount (as the case may be) as soon as practicable after each time such amount is capable of being determined and will notify the Principal Paying Agent thereof as soon as practicable after calculating the same. The Principal Paying Agent will as soon as practicable thereafter notify the Issuer and any stock exchange on which the Notes are for the time being listed thereof and cause notice thereof to be published in accordance with Condition 14.

(ii) *Definitions*

For the purposes of these Conditions:

"**Base Index Figure**" means 175.7 (being the Index Figure applicable to December 2002 (that is the Index published in May 2002 and relating to April 2002));

"**Expert**" means an independent investment bank or other expert in London appointed by the Issuer and approved by the Trustee acting reasonably or (failing such appointment within 10 days after the Trustee shall have requested such appointment (provided such request is reasonable)) appointed by the Trustee;

"**Index**" means, in relation to any month, subject as provided in Conditions 5(g) and 7(k) below, the United Kingdom General Index of Retail Prices (for all items) as published by the Office for National Statistics (January 1987=100) as published by HM Government (currently contained in the Monthly Digest of Statistics) and applicable to that month or if that index is not published for any month any substituted index or index figures published by the Office for National Statistics or the comparable index which replaces the United Kingdom General Index of Retail Prices (for all items) for the purpose of calculating the amount payable on repayment of the Reference Gilt;

Any reference to the "**Index Figure applicable**" to a particular month shall, subject as provided in Condition 5(g) below, be construed as a reference to the Index published in the Monthly Digest of Statistics (or in any official publication substituted therefor) in the seventh month prior to that particular month and relating to the month immediately before that of such publication;

"**Index Ratio**" applicable to any month means the Index Figure applicable to such month divided by the Base Index Figure;

the "**Rate of Interest**" applicable to any amount payable in respect of interest shall be 3.375 per cent. per annum multiplied by the Index Ratio applicable to the month in



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which such amount falls due and rounded to four decimal places (0.00005 being rounded upwards); and

"Reference Gilt" means the 4.125 per cent. Index-Linked Treasury Stock due 2030 (or, if such stock is not in existence, such other index-linked stock issued by or on behalf of HM Government as the Issuer, on the advice of three brokers and/or gilt edged market makers (or such other three persons operating in the gilt edged market as the Issuer, after consultation with the Trustee, may select), may consider to be the most appropriate reference government stock for the Notes).

4. A new Condition 5(g) shall be inserted as follows:

"(g) *Changes in circumstances affecting the Index*

(i) *Change in base*

If at any time the Index is changed by the substitution of a new base for it, then with effect from (and including) the calendar month for which that substitution takes effect:

- (A) the definition of Index in Condition 5(f) shall be deemed to refer to the new date or month in substitution for January 1987 (or, as the case may be, for such other date or month as may have been substituted for it); and
- (B) the definition of Base Index Figure in Condition 5(f) shall be amended to mean the product of the Index applicable to the month in which the Notes were issued and the Index immediately following such substitution, divided by the Index immediately prior to such substitution.

(ii) *Delay in publication of the Index*

If, in relation to a particular Interest Period or to the redemption of all or some only of the Notes and otherwise than in circumstances which the Issuer certifies to the Trustee may fall within Condition 5(g)(iii) or 7(k) (notwithstanding that the Issuer may subsequently be advised that they do not fall within Condition 5(g)(iii) or 7(k)), the Index scheduled to have been published in the seventh month (the "**relevant month**") prior to the month in which the relevant Interest Period ends or the due date for redemption of the Notes falls (and relating to the month before the relevant month) is not published on or before the second business day before the date (the "**Relevant Date**") which is the last day of such Interest Period or (as the case may be) the due date for redemption of the Notes, the Index Figure applicable to the month in which the Relevant Date falls shall be deemed to be:

- (A) the substitute index figure (if any) as is published by the Bank of England or the United Kingdom Debt Management Office (or such other United Kingdom authority as may be appropriate) for the relevant month (and relating to the month before the relevant month) for the purposes of any one or more of HM Government's index-linked stocks, being the Bank of England's or the United Kingdom Debt Management Office's (or such other United Kingdom authority as may be appropriate) estimate of the index figure for the relevant month (and relating to the month before the relevant month); or



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- (B) if no such substitute index figure for the relevant month (and relating to the month before the relevant month) is so published on or before the second business day before the Relevant Date, the Index last published before the Relevant Date.

Where the provisions of this Condition 5(g)(ii) apply, the certificate of the Issuer, acting on the advice of an Expert, as to the Index Figure applicable to the month in which the Relevant Date falls shall be conclusive and binding upon the Issuer, the Trustee and the Noteholders. If a substitute index is published as specified in (A) above, a determination made based on that index shall be final and no further payment by way of adjustment shall be made, notwithstanding that the Index Figure applicable to the relevant month may subsequently be published. If no substitute index is so published and the Index relating to the relevant month is subsequently published then:

- (C) in the case of any Note not falling due for redemption on the Relevant Date, if the Index so subsequently published (if published while that Note remains outstanding) is greater or less than the Index applicable by virtue of (B) above, the interest payable on that Note on the Interest Payment Date next succeeding the date of such subsequent publication shall be increased or reduced to reflect the amount by which the interest payable on that Note on the Relevant Date on the basis of the Index applicable by virtue of (B) above fell short of, or (as the case may be) exceeded the interest which would have been payable on that Note if the Index subsequently published had been published on or before the second business day before the Relevant Date; or
- (D) in the case of any Note falling due for final redemption on the Relevant Date, no subsequent adjustment to amounts paid will be made.

(iii) *Cessation of or fundamental changes to the Index*

If the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Issuer or the Noteholders and if, within 30 days after its appointment (or such longer period as the Trustee may consider reasonable), the Expert recommends for the purposes of the Notes one or more adjustments to the Index or a substitute index (with or without adjustments), then provided that such adjustments or substitute index (as the case may be) are not materially detrimental (in the opinion of the Expert) either to the interests of the Issuer or the interests of the Noteholders, as compared to the interests of the Issuer and the Noteholders (as the case may be) as they would have been had the Index continued to be published or such fundamental change in the rules governing the Index not been made, the Index shall be adjusted as so recommended or (as the case may be) shall be replaced by the substitute index so recommended (as so adjusted, if so recommended) and references in these Conditions to the Index shall be construed accordingly and the Issuer shall notify the Noteholders of the adjustments to the Index or the introduction of the substitute index (with or without adjustments in accordance with Condition 14.

If any payment in respect of the Notes is due to be made after the cessation or changes referred to in the preceding paragraph but before any such adjustment to, or replacement of, the Index takes effect, the Issuer shall (if the Index Figure applicable (or deemed applicable) to the relevant month is not available in accordance with the



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provisions of Condition 5(f)) make a provisional payment on the basis that the Index Figure applicable to the month in which such payment is due to be made is the Index last published. In that event or in the event of any payment on the Notes having been made on the basis of an Index deemed applicable under Condition 5(g)(ii)(A) above (also referred to below as a "provisional payment") and of the Trustee on the advice of the Expert subsequently determining that the relevant circumstances fall within this Condition 5(g)(iii), then:

- (A) except in the case of a payment on redemption of the Notes, if the sum which would have been payable if such adjustments or such substitute index had been in effect on the due date for such provisional payment is greater or less than the amount of such provisional payment, the interest payable on the Notes on the Interest Payment Date next succeeding the last date by which the Issuer and Trustee receive such recommendation shall be increased or reduced to reflect the amount by which such provisional payment of interest fell short of, or (as the case may be) exceeded, the interest which would have been payable on the Notes if such adjustments or such substituted index had been in effect on that date; or
- (B) in the case of a payment of principal or interest on redemption of the Notes, no subsequent adjustment to amounts paid will be made.

(iv) *Trustee*

The Trustee shall be entitled to assume that no cessation of or change to the Index has occurred until informed otherwise by the Issuer and will not be responsible for identifying or appointing an Expert save as provided in these Conditions."

5. The following shall be inserted as a Condition 7(k):

"(k) *Redemption for Indexation reasons*

- (i) If the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Noteholders and if the Expert fails within 30 days after its appointment (or such longer period as the Trustee considers reasonable), or states to the Issuer and the Trustee that it is unable, to recommend for the purposes of the Notes any adjustments to the Index or any substitute index (with or without adjustments) as described in Condition 5(g)(iii), the Issuer shall, within 14 days after the expiry of such period or (as the case may be) after the date of such statement, give notice (which shall be irrevocable and shall state the date fixed for redemption which shall be not more than 15 days after the date on which the notice is given) to redeem the Notes then outstanding, at a price equal to their nominal amount multiplied by the Index Ratio applicable to the month in which the date fixed for redemption falls, together with accrued interest.
- (ii) If the Index ceases to be published or any changes are made to it which, in the opinion of an Expert, constitute a fundamental change in the rules governing the Index and the change would, in the opinion of the Expert, be detrimental to the interests of the Issuer and if the Expert fails within 30 days after its appointment (or such longer period as the Trustee considers reasonable), or states to the Issuer and the Trustee that it is unable to recommend for the purposes of the Notes any adjustments to the Index or any substitute index (with or without adjustments) as described in Condition 5(g)(iii), the Issuer may at its option, within 14 days after the expiry of such period or (as the case may be) after the date of such

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statement, give notice (which shall be irrevocable and shall state the date fixed for redemption which shall be not more than 15 days after the date on which the notice is given) to redeem the Notes then outstanding, at a price equal to their nominal amount multiplied by the Index Ratio applicable to the month in which the date fixed for redemption falls, together with accrued interest."

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