

**Wholesale Service Standards  
Non-Household  
2019/20**



**South West  
Water**

## **WHOLESALE SERVICE GUARANTEE SCHEME 2019/20**

### **1. COMMENCEMENT**

- 1.1 This scheme comes into force on the 1 April 2019 and is South West Water Limited's guarantee to Retailers and Non-Household customers of our commitment to provide a high standard of service.
- 1.2 This scheme covers not only the basic rights of Retailers and Non-Household customers under the Regulations with enhanced compensation payments in a number of respects but also affords substantial additional guarantees in key areas not covered by the Regulations.
- 1.3 This scheme replaces any earlier scheme as regards the Services, Retailers and Non-Household customers it relates to.
- 1.4 This scheme is in addition to and subject to the provisions of the Wholesale Retail Code, and should be interpreted so as not to conflict with the provisions of the Wholesale Retail Code. In the event of a conflict, the provisions of the Wholesale retail code will take precedence.

### **2. PRINCIPLES**

- 2.1 This scheme is our guarantee to Retailers and Non-Household Customers:
  - To comply with the Regulations
  - To provide non-statutory standards of service
  - To pay automatic compensation if we breach the Regulations or our additional standards of service (subject to any requirement to make a claim)
  - Of our commitment to put right mistakes for which we are responsible
  - To keep Retailers and Non-Household customer advised of:
    - Any failures to meet our high standards and
    - What we will do to improve upon poor performance
- 2.2 In addition we have made a commitment to make discretionary payments where our standards have not been met in appropriate circumstances.
- 2.3 Reference to communication with Retailers or customers and the timing of payments will in all cases follow market codes unless specifically agreed with the Retailer. For the purposes of this section the standard process assumed in the market at the time of preparing this scheme applies.
- 2.4 It is generally expected to be the responsibility of the Retailer to pass this sum to the Non - Household Customer(s). Some of these payments will be made automatically but others will need to be claimed by the Retailer or the Non-Household customer as appropriate.
- 2.5 Where the Company fails to meet a standard as set out in this document because of circumstances beyond our control, for example severe weather conditions, industrial action or actions of third parties, the Company will not be liable to make payments.
- 2.6 Where we are providing notice to Retailers of a planned supply event or details of appointments etc they must pass this notice/information on to their customers.
- 2.7 However we will also notify Non-Household customers direct of any planned shutdown affecting their premise.

### **3. MAKING AND KEEPING APPOINTMENTS**

3.1 If a representative of South West Water is to visit a Non-Household Customer's premises in connection with the provision of water supply services or sewerage services and the representative requires access to the premises, or it would otherwise be reasonable to expect the Non-Household customer or a person acting on behalf of the Non-Household customer to be on the premises, South West Water will:

- Arrange, through the Retailer (or with the agreement of the Retailer the Non-Household Customer) an appointment. South West Water will as a minimum offer a morning (8am-1pm) or afternoon (12pm-5pm) appointment. A two-hour time band can also be requested. Where possible we will set a time for an appointment for which we will not be late by more than 30 minutes.
- Should we need to change the appointment we will give the Retailer or Non-Household customer at least 24 hours notice.
- Where the Company fails to meet this standard, it will, within 5 working days, make a payment to the Retailer of £20. If payment is not made within 5 working days the Company will make an additional £20 payment.

3.2 We will not make a payment, where:

- The Non-Household customer cancels the appointment;
- South West Water cancels the appointment by giving the Retailer or the Non-Household customer at least 24 hours notice;
- South West Water arrives no earlier than an hour before an agreed time and the Non-Household customer or their representative was available and agreed to the visit taking place at the earlier time; or
- It was impractical to make the visit on the appointed day because of severe weather conditions or industrial action by South West Water's employees or the act or default of a person other than an officer, employee or agent of South West Water or a person acting on behalf of its agent and those conditions or that action, act or default could not reasonably have been foreseen by South West Water sufficiently early to enable it to cancel the appointment in accordance with the above or to make suitable alternative arrangements to fulfil it.

### **4. WRITTEN COMPLAINTS**

4.1 This guarantee applies where a Retailer writes to the Wholesale Account Manager, South West Water Ltd at Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR making a complaint:

- a) In connection with the supply of water to one of the Non-Household Customers or
- b) In connection with the provision of sewerage services to one of its Non-Household Customers

4.2 Where this guarantee applies South West Water will, except in the circumstances described in Paragraph 4.4, respond to the Retailer in respect of the complaint within 8 working days of the receipt of complaint (starting from the date of receipt of the written complaint).

4.3 If South West Water fails to provide a substantive reply within the specified period we will, within 8 working days, make a payment of £20 to the Retailer. If payment is not made within 8 working days, we will make an additional £20 payment.

- 4.4 The circumstances in this paragraph are:
- The Retailer informs South West Water that it does not wish to pursue the complaint;
  - It is impractical for South West Water to reply within 8 business days because of;
    - Industrial action by employees of South West Water
    - The act or default of a person who is not
      - an officer, employee or agent of South West Water
      - a person acting on behalf of South West Water or of an agent of South West Water
    - The complaint was frivolous or vexatious, or
    - South West Water reasonably considered that a visit was necessary before replying, and severe weather made the visit impracticable.

## **5. PLANNED INTERRUPTIONS TO THE WATER SUPPLY**

- 5.1 If the Company plans to interrupt the water supply for more than two hours it will give the Non-Household customer at least 48 hours written notice. The Company will also let the Non-Household customer know, in writing, the time by which the supply will be restored. The Retailer will also be notified via the Portal. If the Company fails to provide the Non-Household customer with notice it will automatically pay £50.
- 5.2 If the Company fails to restore the supply as notified it will automatically pay £75 plus a further £75 for each full 12 hour period the supply remains unrestored.
- 5.3 Payment will be made within 15 working days of the supply interruption. If the Company does not make a payment which it should have known was due, the Company will automatically make an additional £50 payment.
- 5.4 Where the Company did not identify that a Customer was affected and was therefore unable to make an automatic payment, the Retailer or Non-Household customer can claim the payment within three months of the date on which the supply was interrupted.

## **6. EMERGENCY INTERRUPTIONS TO THE WATER SUPPLY**

- 6.1 If the public water supply is unexpectedly interrupted (due to a burst main, for instance) the Company will restore the supply within 12 hours of becoming aware of the interruption.
- 6.2 If the Company fails to restore the supply within these time periods the Company will automatically pay £75 plus a further £75 for each full 12 hour period the supply remains unrestored.
- 6.3 Payment will be made within 15 working days of the supply interruption. If the Company does not make a payment which it should have known was due, the Company will automatically make an additional £50 payment.
- 6.4 Where the Company did not identify that a Customer was affected and was therefore unable to make an automatic payment, the Retailer can claim the payment within three months of the date on which the supply was interrupted.

## **7. ALTERNATIVE WATER SUPPLIES**

- 7.1 Where a Non-Household Customer experiences a planned or emergency interruption lasting more than 12 hours, the Company will provide an alternative source of water for domestic use purposes only. If the Company fails to do this the Retailer can claim £20. For

the avoidance of doubt, 'domestic purposes' has the meaning set out in s218 of the Water Industry Act, 1991.

## **8. REPEATED BURST MAINS**

- 8.1 Where the water supply is interrupted three or more times in any 12 month period by a burst main, a payment of £10 may be claimed for the third and each subsequent supply interruption. A payment is not due where the burst main has been caused by the Retailer, the Customer, or a third party.

## **9. INTERRUPTIONS TO SUPPLY BECAUSE OF DROUGHT**

- 9.1 Should the Company need to introduce standpipes or rota cuts under a Drought Order, the Company will make a payment of £50 per affected Non-Household Customer, to the Retailer, for each day, or part of a day, that the water supply is interrupted.
- 9.2 For Non-Household Customers who did not pay water charges in the previous charging year, the maximum payment shall be £500.
- 9.3 For Non-Household Customers who receive separate supplies of water for business and domestic purposes, the maximum shall be the charges for the domestic supply in the previous year.

## **10. FLOODING FROM SEWERS**

- 10.1 If either internal or external sewer flooding occurs due to exceptional weather conditions, the Company is not required to make any payment under this standard.
- 10.2 If a customer's property is flooded internally and externally the Company will make payment for internal flooding only.

## **11. FLOODING FROM SEWERS - UNINSURED LOSSES**

- 11.1 Without prejudice to the payment of compensation under this scheme pursuant to paragraph above, South West Water is not liable for loss or damage caused by flooding from sewers save where it is negligent.
- 11.2 In the absence of negligence South West Water will consider at its sole discretion making ex gratia payments not exceeding £5k to the relevant Non-Household customer where uninsured losses have been suffered leading to financial hardship.
- 11.3 Without prejudice the discretionary nature of any payment made by South West Water under this paragraph, payments are unlikely to be made where the Non-Household customer without good reason failed to insure against the risk of sewer flooding.

## **12. INTERNAL FLOODING**

- 12.1 If the Company knows that water has escaped from Company-owned sewers and entered the buildings of, or passed beneath a suspended floor of, a Non-Household Customer's property, the Company will automatically make a payment equal to the annual wholesale sewerage charge.

- 12.2 For metered customers the Company will calculate payments based on the previous year's consumption. The minimum payment made for each event of flooding from our sewer is £150 and the maximum payment is £1,000.
- 12.3 Where requested by the Retailer, the Company will recommend locally based companies who are experts in dealing with property flooding to provide the specialist services that may be required.
- 12.4 Payments will be made within 15 working days of the internal flooding. If the Company does not make a payment which it should have known was due, the Company will automatically make an additional payment of £50.
- 12.5 Where the Company did not identify that a Customer was affected and therefore was unable to make an automatic payment, the Retailer can claim the payment within three months of the date on which the flooding occurred.

### **13. EXTERNAL FLOODING**

- 13.1 If water escapes from Company-owned sewers and enters the boundary of and causes a material effect to a Non-Household Customer's property, the Retailer may be entitled to claim a compensation payment.
- 13.2 If the Company is notified by the Retailer that a Non-Household Customer's property has been flooded the Company will visit and investigate. If the flooding appears to have come from the Company-owned sewerage system, the Company will remedy the problem as quickly as possible and do its best to clean up any external sewage debris.
- 13.3 The Company will provide the customer with a claim form, where appropriate, when we visit. This should be completed and returned via the Retailer within three months of the incident. The Company will make a payment equal to 50% of the annual wholesale sewerage charge for each incident. The minimum payment is £75 and the maximum is £500.
- 13.4 For metered customers the Company will calculate payments based on the previous year's consumption.
- 13.5 If agreed, payment will be made within 15 working days of receipt of the claim, otherwise the Company will automatically make an additional payment of £50.

### **14. FLOODING FROM WATER MAINS**

- 14.1 If the inside of a Non-Household Customer's property is flooded as a result of a burst water main which was not caused by the Customer or the Retailer, the Company will provide a specialist clean up and drying service free of charge. The Company will also consider claims for uninsured losses and other out of pocket expenses provided the Company is contacted at the time of the flooding.

### **15. LOW PRESSURE**

- 15.1 Except where the Company needs to carry out necessary works or during drought, the Company will ensure that there is a minimum pressure of seven metres static head in its section of the service pipe which connects the Non-Household Customer's property to its main.

15.2 Where the Company is aware that the pressure has fallen below this level for one hour or more on two separate occasions in any 28 day period, the Company will automatically pay £25. Only one payment of £25 will be made in any charging year. If the Company was unable to identify that a Customer was affected, the Retailer can claim a payment within three months of the date of the second occasion.

## **16. REPLACEMENT OF LEAD SERVICE PIPES**

16.1 If a Non-Household Customer replaces lead pipework for which they are responsible, the Company will replace any lead service pipe for which they are responsible free of charge. Please provide us with at least four weeks' notice of intention to replace the pipework so that we can arrange to work in the highway to replace our pipework. Subject to highway restrictions and providing the required notice is given, we will replace our section of pipe within 10 business days of the non-Household customer completing their work, or at the time new connections are taking place. For any delay over 10 business days a £20 payment can be claimed.

## **17. WATER METERS**

17.1 South West Water will fit a water meter within 22 business Days of receiving a request from a Retailer on behalf of one of their Customers

17.2 If a water meter is not fitted within 22 Business days of a request being received, South West Water will, following a substantiated claim by the Retailer, credit the Retailers account to the amount of the value of the water supply from the end of the 22 business day period to the date the water meter is fitted, unless the delay is at the request of the Retailer or the relevant Non-Household customer.

## **18. 'DO NOT DRINK' NOTICES**

18.1 If, as a result of problems with its supply, the Company has cause to issue a 'Do not drink' notice, a £30 payment will be made. In the unlikely event that the notice lasts more than seven days the Company will make an additional payment of £15.

## **19. 'DO NOT USE' NOTICES**

19.1 If, as a result of problems with its supply, the Company has cause to issue a 'Do not use' notice, a £50 payment will be made. In the unlikely event that the notice lasts more than seven days, the Company will make an additional payment of £15.

## **20. 'BOIL WATER' NOTICES**

20.1 If, as a result of problems with its supply, the Company has cause to issue a 'Boil water' notice, a £15 payment will be made. In the unlikely event that the notice lasts more than seven days, the Company will make an additional payment of £15.

## **21. WATER QUALITY**

21.1 Where South West Water receives a complaint from a Non-Household customer or Retailer about water quality (other than hardness or chlorine taste) it will contact the Non-Household customer (provided the Non-Household customer has left a telephone number) or the Retailer (provided the Retailer has left a telephone number). In the case of complaints about hardness and chlorine South West Water technical staff will contact a Non-

Household customer or Retailer within two business day (provided the Non-Household customer or Retailer has left a telephone number).

- 21.2 Where technical staff confirm a problem with water quality (other than hardness and chlorine) a sample will be taken and South West Water will inform the Non-Household Customer (and its Retailer) of the results by telephone within 10 business Days. At the request of the Non-Household customer sample results will subsequently be confirmed in writing within five business days.
- 21.3 Where South West Waters own routine sampling reveals water maybe unwholesome and a telephone contact number is available South West Water will contact the Non-Household Customer affected as soon as reasonably practicable.
- 21.4 South West Water will at the request of a Retailer sample a Non-Household customer's water supply to determine the level of lead in the water at the Non-Household customer's tap. South West Water will aim to take a sample with five Business days of the request being received. South West Water will aim to notify the Retailer of the result within a further period of 10 business days.

## **22. DISCOLOURED WATER**

- 22.1 If a Non-Household Customer has a water meter and needs to run off discoloured water, a credit may be claimed by the Retailer if the Company is contacted at the time.
- 22.2 The Company may provide compensation for damage that is caused by discoloured water (e.g. permanent staining of hand basins or the cleaning of water tanks and heating systems) where claims are agreed in advance of commitment. When the Company pays compensation, the damaged goods will become the property of the Company.
- 22.3 Where water supplied by the Company is regularly heavily discoloured, compensation will be considered, according to severity and duration, by means of abatement of the annual wholesale water service charge of 10% for each month affected up to a maximum of 50%.

## **23. WORKING IN THE STREET**

- 23.1 Except in emergencies the Company will always endeavour to carry out work in the street so that access to individual properties is not blocked. Where this cannot be avoided, the Company will provide advance notice to the Retailer. If we do not a £10 payment can be claimed.
- 23.2 In addition Non-Household Customers may be able to claim compensation from South West Water if their business is directly affected by our works in the highway. Please see our 'Guidance note if businesses are affected by streetworks undertaken by South West Water' which is available on our website.

## **24. DISPUTES**

- 24.1 Disputes about any payment made under this scheme should follow the process contained within the Market Code.

## **25. LEAKAGE ALLOWANCE**

- 25.1 South West Water's Leakage policy is set out in Schedule one to this scheme. It provides that, subject to an application being made under it within three months of the leak being

repaired, South West Water will, subject to certain conditions, make a volumetric adjustment of a wholly discretionary amount, depending on the circumstances.

- 25.2 Where the leakage duration is less than or equal to 30 days, SWW will normally make a volumetric adjustment equal to the total leakage volume, for both water and sewerage elements.
- 25.3 Schedule one sets out in more detail how these sums will be calculated by South West Water and provides similar details as regards sewerage charges.
- 25.4 Any volumetric adjustments made under South West Waters leakage policy as set out in this scheme (including schedule one) are entirely discretionary, and any decision as to whether or not to make a volumetric adjustment and any decision as to the amount of volumetric adjustment will be final.
- 25.5 Where a meter is installed externally it will record any leakage from the private underground service pipe between the meter and a property. If this happens a large bill may result. Provided certain criteria are met, the Company may grant a wholesale leak allowance to the Charges applied to the Retailer where a customer has received a large bill because of leakage.
- 25.6 No allowance will be granted where:
- Water is escaping from pipework or fittings other than underground service pipes
  - A leak has been caused by negligence or wilful damage caused by the Retailer, customer, their family or agents
  - Replacement or repair has taken place outside of the 30 day timescale
- 25.7 The Company recommends that only Watersafe or WRAS approved plumbers are used to undertake leak repairs.

## **26. LEAK DETECTION SERVICE**

- 26.1 The Company is able to offer a free leak detection service of up to one hour for leaks on underground service pipes. The free leakage detection service is not available where the pipework is inside or under any building or structure.

## SCHEDULE ONE: WHOLESALE LEAKAGE POLICY

### 1 Leak where South West Water responsible

#### Water volumetric adjustment rules

|                                  |  |
|----------------------------------|--|
| Number of volumetric adjustments | No limits where South West Water responsible   |
| Volumetric Adjustment            | Where South West Water is responsible for a leak we will calculate the leakage volume and give a volumetric adjustment for the full amount |
| Application time limits          | Application must be within three months of repair  |

### 2 Leak on the customer side of a meter

#### Water volumetric adjustment rules

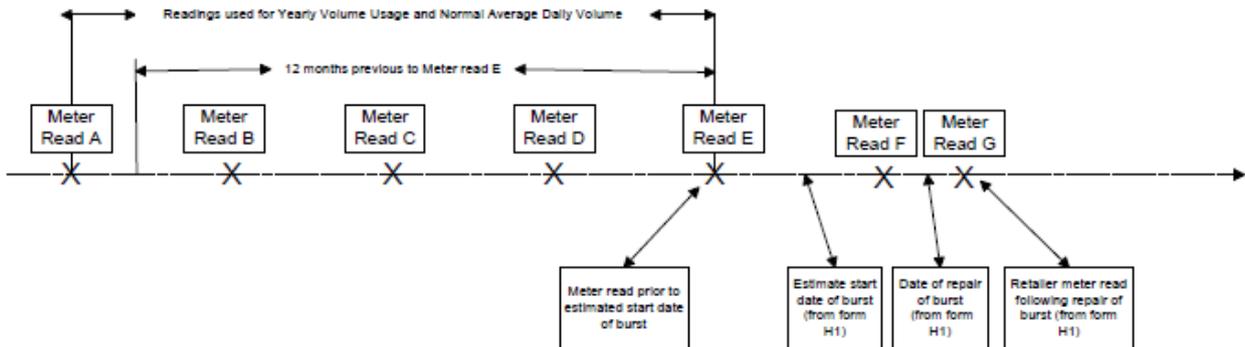
|                                  |   |
|----------------------------------|---|
| Number of volumetric adjustments | One volumetric adjustment per customer per premise  |
| Volumetric Adjustment            | Where leakage duration is less than or equal to 30 days we will refund the total Leakage Volume calculated.<br><br>Where Leakage duration is greater than 30 days we will refund the difference between the Total consumption over the duration and double the Normal consumption over the duration (for a maximum of 180 days). Where Leakage volumes does not exceed double the Normal Consumption for 180 days we will fund the total Leakage volume calculated. |
| Application time limits          | Application must be within three months of repair   |

#### Sewerage volumetric adjustment rules

|                                  |   |
|----------------------------------|---|
| Number of volumetric adjustments | Only if can demonstrate no leaked water has returned to sewer and the retailer has acted promptly to resolve<br><br>One volumetric adjustment per customer per premise  |
| Volumetric Adjustment            | Where leakage duration is less than or equal to 30 days we will refund the total Leakage Volume calculated.<br><br>Where Leakage duration is greater than 30 days we will refund the difference between the Total consumption over the duration and double the Normal consumption over the duration (for a maximum of 180 days). Where Leakage volumes does not exceed double the Normal Consumption for 180 days we will fund the total Leakage volume calculated. |
| Application time limits          | Application must be within three months of repair   |

### 3 How we calculate volumetric adjustments

We calculate Volumetric adjustments based on the information provided on form H1 by the Retailer.



### 4 Normal Daily Water Consumption

We calculate Normal Daily Water consumption from historic meter reads for the 12 months prior to the leak.

Meter read prior to estimated start date of leak = Meter Read E

Meter Read  $\geq$  12 months before Meter read E = Meter Read A

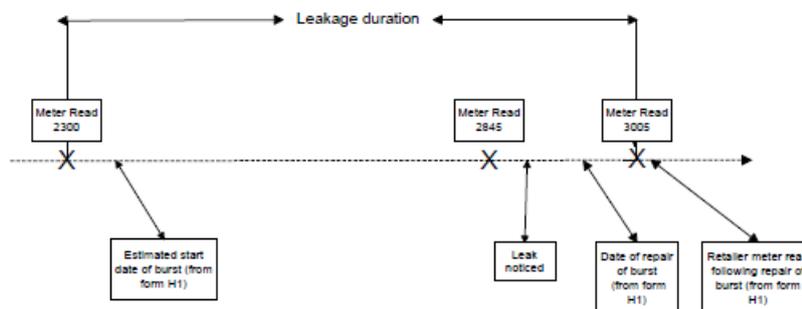
**Yearly Water consumption** = (Meter Read E – Meter Read A)/days between Read A and Read E) x 365

**Normal Daily Water Consumption** = Yearly Water Consumption/365

### 5 Normal Daily Sewerage Consumption

Normal sewerage daily discharge is calculated as Normal Daily Water Consumption times the Return to Sewer % (the fraction of the Water meter volume which is deemed to return to the sewer)

### 6 Leakage Duration



The **Leakage duration** (days) is the number of days between

- The meter read before the estimated start date of the leak (as given on the H1 form)
- And the meter read following repair of the leak (as given on the H1 form)

## 7 Leakage volume

**Total Water Consumption** (m<sup>3</sup>) used over the leakage duration is the meter read following repair minus the meter read before estimated start date of leak.

**Normal Water Consumption** (m<sup>3</sup>) over the leakage duration is normal daily consumption (m<sup>3</sup>) times the leakage duration (days)

**Water Leakage Volume** (m<sup>3</sup>) = total consumption (m<sup>3</sup>) minus normal consumption (m<sup>3</sup>)

**Sewerage Leakage Discharge** (m<sup>3</sup>) = water leakage volume x return to sewer %

## 8 Water Volumetric Adjustment Volume

If leakage duration is less than or equal to 30 days: water volumetric adjustment volume = water leakage volume

If leakage duration is greater than 30 days: if double Normal Water consumption for the leakage duration (with a maximum duration of 180 days) is greater than Water Leakage volume then Water Volumetric Adjustment volume = Water Leakage Volume *else* if leakage duration  $\leq$  180 days then Water Volumetric Adjustment volume = Water Leakage Volume – double Normal Consumption *else* Water Volumetric Adjustment volume = (Water Leakage Volume – double Normal Consumption) x180/leakage duration.

## 9 Sewerage Volumetric Adjustment Volume

If leakage duration is less than or equal to 30 days: sewerage volumetric adjustment volume = sewerage leakage volume

If leakage duration is greater than 30 days: if double Normal sewerage consumption for the leakage duration (with a maximum duration of 180 days) is greater than Sewerage Leakage volume then Sewerage Volumetric Adjustment volume = Sewerage Leakage Volume *else* if leakage duration  $\leq$  180 days then Sewerage Volumetric Adjustment volume = Water Leakage Volume – double Normal discharge *else* Sewerage Volumetric Adjustment volume = (Water Leakage Volume – double Normal discharge) x180/leakage duration.

## 10 Period over which volumetric adjustment is applied

Volumetric Adjustment Effective from Date = the date of the meter reading immediately prior to the estimated start date of the burst.

Volumetric Adjustment Effective to date = the date of the meter reading following repair of the burst.

## 11 Dealing with Leakage allowance spanning Retailer responsibilities

Where a volumetric adjustment is given for a period during which a Retailer transfer occurred then each Retailer will receive a volumetric adjustment for each day where they were the registered Retailer