

# **Wessex Water Wholesale Service** **Guarantee Scheme to Retailers**

Version 0.6

Issue date 23.10.2017

Scheme effective from: [1] April 2017

## Document control

### Version history

Version	Date	Comments	Author
0.1	7.2.2017	Draft	N Mitchell

### Changes since last version

Version Details	Change Details
0.2	Amendment to wording to leakage allowance
0.3	Amended for market opening
0.4	Amendment to clause 14.2 (leakage allowance) and formatting
0.5	Clauses 14.6 and 14.7 added
0.6	Clause 14.6 and 14.7 amended. Clause 14.8 added.

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## **Wessex Water Wholesale Service Guarantee Scheme to Retailers**

This Scheme comes into force on 1 April 2017 and is Wessex Water Services Limited's guarantee to Retailers and Non-Household Customers of our commitment to provide a high standard of service. 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 COMMENCEMENT**

- 1.1 This Scheme shall be referred to as the Wessex Water Wholesale Service Guarantee to Retailers and Non-Household Customers.
- 1.2 It shall come into effect on 1 April 2017.
- 1.3 This Scheme replaces any earlier scheme as regards the Services, Retailers and Non-Household Customers it relates to.

### **2 STATEMENT OF PRINCIPLES**

- 2.1 This Scheme is our guarantee to Retailers and Non-Household Customers:
  - (a) to comply with the Regulations;
  - (b) to provide additional non-statutory standards of service;
  - (c) to pay automatic compensation if we breach the Regulations or our additional standards of service (subject to any requirement to make a claim);
  - (d) of our commitment to put right mistakes for which we are responsible on a 'no quibble' basis;
  - (e) to keep Retailers and Non-Household Customers advised of:
    - (i) any failures to meet our high standards; and
    - (ii) 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 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.
- 2.4 Where amounts are credited to Retailers' accounts under this Scheme, Wessex Water will apply these monthly (both as regards payments under the Regulations and as regards any enhanced or additional discretionary payments).

### **3 INTERPRETATION**

- 3.1 In this Scheme:
  - “the 1991 Act” means the Water Industry Act 1991 (as amended);
  - “Authority” means the Water Services Regulation Authority/Ofwat;

“Business Day” means the period of 08:00 to 18:00 on any day other than a Saturday or Sunday, or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;

“Business Hour” means an hour within the period 08:00 to 18:00 on any day other than a Saturday or Sunday, or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971;

“Charge” means the annual wholesale water and/or sewerage charge to the Retailer for the supply of water and/or sewerage services to the relevant premises;

“Drought Order” has the meaning given by s.221 Water Resources Act 1991;

“Licence” means the Instrument of Appointment of Wessex Water as a water and sewerage undertaker pursuant to Part I of the 1991 Act;

“Non-Household Customer” means a purchaser of water and/or sewerage services in respect of non-household premises as defined in s.17C of the 1991 Act;

“Receiving a claim” means receipt by Wessex Water from a Retailer orally or in writing that a service standard in this Scheme has not been met;

“Retailer” means a holder of one or more of the following as appropriate:

a licence granted under section 17A of the Water Industry Act 1991 giving one or more of the following authorisations and combinations of authorisations: (i) a retail authorisation; (ii) a wholesale authorisation; or (iii) a retail authorisation and a wholesale authorisation; (iv) a restricted retail authorisation; or (v) a restricted retail authorisation and a supplementary authorisation; and/or

a licence granted under section 17BA of the Water Industry Act 1991 giving only a Retail Authorisation or a Retail Authorisation and a Wholesale Authorisation, or a Retail Authorisation, Wholesale Authorisation and a Disposal Authorisation;

who supplies Services to Non-Household Customer premises to which one or more of the sections of this Scheme is applicable.

“Services” the supply of water and/or sewerage services;

“Service Pipe” has the meaning in s.219 of the 1991 Act;

“SPID” is the supply point identifier allocated to each supply point by the market operator as set out in the Market Codes;

“Sprinkler Fee” means Wessex Water’s charge from time to time in force under a charges scheme made under s.143 of the 1991 Act for an unmeasured Customer to use a sprinkler;

“Strategic Main” means a main conveying water in bulk to centres of population which have no other supply that can fully meet normal demand;

“Substantive Reply” means a full and complete reply to the issue raised by a Retailer or where additional investigation is required a reply that includes as a minimum details of any relevant Wessex Water policy, a description of the investigation to be undertaken and the timescales in which the investigation is likely to be completed;

“Wessex Water” means Wessex Water Services Limited;

“Wessex Water Retailer Portal” means the retailer portal accessible to all retailers via the Wessex Water website, Retailer section.

“Wholesale Retail Code” means the code issued by Ofwat under sections 66DA and 117F of the WIA91 which sets out the rules (including business terms, operational terms and market terms) which apply to agreements between undertakers and Retailers (as amended from time to time).

#### **4 MAKING APPOINTMENTS**

4.1 If a representative of Wessex 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 the Non-Household Customer's behalf to be on the premises Wessex Water will:

- (a) consult the Non-Household Customer's Retailer (or with the agreement of the Retailer the Non-Household Customer) orally or in writing to try to agree on a day to attend the premises; and
- (b) give the Retailer (or Non-Household Customer if contacted directly in agreement with the Retailer) notice, orally or in writing of when the representative will attend the premises.

4.2 Such notice will specify:

- (a) the premises;
- (b) the date that the representative will attend; and
- (c) either:
  - (i) if the Retailer (or Non-Household Customer) so requests, an agreed time; or
  - (ii) otherwise, whether the visit will be made before or after 1 pm.

4.3 Wessex Water will credit the Retailer's account £50, if Wessex Water does not:

- (a) try to agree on a day and time to attend the premises; or
- (b) provide notice in the terms described in paragraph 4.2 above.

#### **5 KEEPING AND CANCELLING APPOINTMENTS**

5.1 Where Wessex Water believes it will be unable for any reason to keep an appointment it will contact the Retailer (or Non-Household Customer if it has agreed with the Retailer to contact the Non-Household Customer directly) by telephone to warn of the inability to make the appointment provided if the Retailer (or Non-Household Customer as the case may be) has given Wessex Water a telephone number on which the Retailer (or Non-Household Customer) can be contacted.

5.2 Wessex Water will credit the Retailer's account £50, except in the circumstances set out in paragraph 5.3, if:

- (a) in a case where a notice specified an agreed time under paragraph 4.2(c)(i), Wessex Water does not arrive for a visit within one hour after this time; or
- (b) in a case where a notice specified that a visit would take place before or after 1 pm, Wessex Water does not arrive to make the visit within the agreed time.

5.3 The circumstances described in this paragraph are:

- (a) the Non-Household Customer cancels the appointment;

- (b) Wessex Water cancels the appointment by giving the Retailer (or Non-Household Customer if it has agreed with the Retailer to contact the Non-Household Customer directly) at least 24 hours' notice, orally or in writing, of the cancellation;
  - (c) Wessex 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
  - (d) that it was impractical to make the visit on the appointed day because of severe weather conditions or industrial action by Wessex Water's employees or the act or default of a person other than an officer, employee or agent of Wessex 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 Wessex Water sufficiently early to enable it to cancel the appointment in accordance with subparagraph (b) or to make suitable alternative arrangements to fulfil it.
- 5.4 For the purposes of this guarantee, where Wessex Water holds a record signed by a representative who was instructed to make the visit that the visit was made before or after 1 pm on the appointed day, or where applicable, within one hour of the agreed time, that visit shall be regarded as having been made unless the Retailer establishes that the record is incorrect.

## **6 LOW PRESSURE**

- 6.1 Where Wessex Water receives a claim about low pressure (save where due to the circumstances described in paragraph 6.5 or exceptional demand or where multiple properties are affected) Wessex Water shall visit the Retailer's Non-Household Customer's premises within three Business Days (subject to the Retailer's and its Non-Household Customer's agreement). Where it fails to do so it shall, subject to receiving a claim, credit the Retailer's account £50.
- 6.2 Wessex Water shall maintain a minimum pressure of water in a communication pipe serving premises supplied with water of seven metres static head.
- 6.3 Where in any period of 28 days the pressure in a communication pipe falls below seven metres static head on two occasions each lasting not less than one hour, Wessex Water shall, except in the circumstances described in paragraphs 6.4 and 6.5, credit the account of that Non-Household Customer's Retailer £50 or the sum equal to 25% of the water Charge for the financial year in which the incident occurred (whichever is the greater) up to a maximum of £200 in any 12 month period..
- 6.4 This paragraph does not apply where the pressure falls below the minimum pressure referred to in paragraph 6.2 in connection with the carrying out of necessary works or because of drought.
- 6.5 The circumstances described in this paragraph are:-
- (a) that a payment under this paragraph has already been made to the Retailer in respect of the same financial year;
  - (b) that the Retailer has not made a claim (orally or in writing) for a payment under this paragraph within three months from the date of the later of the two occasions on which the pressure fell below seven metres static and it was impractical for Wessex Water to identify the premises so affected; or
  - (c) that industrial action by Wessex Water's employees or the act or default of a person other than an officer, employee or agent of Wessex Water or a person acting on behalf of its agent made it impracticable to maintain the minimum pressure referred to in paragraph 6.2.

## **7 NOTICE OF INTERRUPTION TO SUPPLY**

- 7.1 Where the supply of water to premises is to be cut off for more than one hour to carry out necessary works in circumstances in which Wessex Water is required by section 60(3) of the 1991 Act to give the Retailer notice of the proposal for carrying out the works, Wessex Water shall, before the supply is cut off, notify the Retailer whose Customer is affected in writing of the time by which the supply will be restored.
- 7.2 Where the supply of water to premises has been interrupted or has been cut off to carry out necessary works in an emergency (and notice is not given in accordance with section 60(3) of the 1991 Act), Wessex Water shall take all reasonable steps (as soon as is reasonably practicable) to notify Retailers of all affected Customers:
- (a) of the fact that the supply has been interrupted or cut off;
  - (b) where any alternative supply may be obtained;
  - (c) of the time by which it is proposed the supply should be restored; and
  - (d) of the telephone number of an office from which further information may be obtained.
- 7.3 Where the supply of water to premises is cut off as described in paragraph 7.1 for more than four hours and Wessex Water fails to give the notice referred to in that paragraph at least 48 hours before the supply is cut off, Wessex Water shall, except in the circumstances described in paragraph 7.4, credit the Retailer £50.
- 7.4 The circumstances described in this paragraph are:
- (a) that industrial action by the employees of Wessex Water or the act or default of a person other than an officer, employee or agent of Wessex Water or a person acting on behalf of its agent made it impracticable to give the notice at least 24 hours before the water supply was cut off; and
  - (b) where Wessex Water had no grounds for believing that the Non-Household Customer's supply of water was cut off and that the Non-Household Customer's Retailer has not notified Wessex Water of the interruption to supply within 3 months following the date on which the supply was cut off.

## **8 SUPPLY NOT RESTORED**

- 8.1 This guarantee applies where the supply of water to premises is interrupted or cut off by Wessex Water as described in paragraph 7.
- 8.2 Where this guarantee applies Wessex Water shall, except in the circumstances described in paragraph 8.4, credit £50 to the relevant Retailer's account:
- (a) if the supply of water to the premises is not restored by the time specified for the restoration of that supply in a notice given in accordance with paragraph 7.2;
  - (b) where the supply is interrupted or cut off in such circumstances as are mentioned in paragraph 7.2 because of a leak or burst in a Strategic Main, if the supply is not restored within 48 hours from the time when Wessex Water first became aware of the interruption or the supply was cut off;
  - (c) where the supply is interrupted or cut off as mentioned in paragraph 7.2 because of a leak or burst to a non-Strategic Main, if the supply is not restored within 12 hours from the time when Wessex Water first became aware of the interruption or the supply was cut off.



- 8.3 When a sum is paid or credited to a Retailer by virtue of paragraph 8.2 Wessex Water shall, except in the circumstances described in paragraph 8.4, credit £50 to the Retailer's account in respect of each further complete period of 24 hours during which the supply remains unrestored.
- 8.4 The circumstances described in this paragraph are:
- (a) that severe weather conditions or industrial action by the employees of Wessex Water or the act or default of a person other than an officer, employee or agent of Wessex Water or a person acting on behalf of its agent precluded the restoration of the supply within the relevant period; or
  - (b) in a case described in paragraph 8.2(b) or (c), circumstances which were so exceptional that it would be unreasonable to have expected the supply to be restored within the relevant period; or
  - (c) that the Retailer has not made a written claim in the case of a Retailer's Non-Household Customer whom it is impractical for Wessex Water to identify as affected within three months following the date upon which the supply was interrupted or cut off.
- 8.5 Where a Retailer's Non-Household Customer experiences a planned or unplanned interruption to water supply exceeding five hours (calculated from the time a Retailer notifies Wessex Water of the supply interruption or from when Wessex Water first knew of the interruption if earlier) Wessex Water shall at the request of a Non-Household Customer's Retailer make alternative supplies, for sensitive customers only, sufficient for domestic purposes available. Where Wessex Water fails to comply it shall, subject to receiving a claim, credit the Retailer's account £50.
- 8.6 This paragraph 8 does not apply where a supply is interrupted or cut off because of drought.

## **9 WRITTEN COMPLAINTS**

- 9.1 This guarantee applies where a Retailer writes to the Retail Business Account Manager, Wessex Water Services Limited at Claverton Down Road, Bath BA2 7WW, making a complaint:
- (a) in connection with the supply of water to one of its Non-Household Customers; or
  - (b) in connection with the provision of sewerage services to one of its Non-Household Customers.
- 9.2 Where this guarantee applies Wessex Water will, except in the circumstances described in paragraph 9.3, respond to the Retailer in respect of the complaint within 8 Business Days of the receipt of the complaint (starting from the day after the receipt of the written complaint) and shall credit the Retailer's account £50 if Wessex Water fails to provide a Substantive Reply within that period.
- 9.3 The circumstances in this paragraph are:
- (a) the Retailer informs Wessex Water that it does not wish to pursue the complaint;
  - (b) it is impractical for Wessex Water to reply within 8 Business Days because of:
    - (i) industrial action by Wessex Water's employees;
    - (ii) the act or default of a person who is not:
      - (A) Wessex Water's employees;

- (B) a person acting on behalf of Wessex Water or of an agent of Wessex Water;
- (c) the complaint was frivolous or vexatious; or
- (d) Wessex Water reasonably considered that a visit was necessary before replying, and severe weather made the visit impracticable.

## **10 FLOODING FROM SEWERS**

- 10.1 Effluent from a sewer which is vested in Wessex Water shall not enter into a Non-Household Customer's building or flood a Non-Household Customer's property. If it does Wessex Water representatives will aim to reply to a complaint within 2 hours of receipt of a reported internal flooding and 4 hours of a reported external flooding.
- 10.2 Where effluent from a sewer which is vested in Wessex Water enters a Non-Household Customer's building Wessex Water shall, except in the circumstances described in paragraph 10.3, credit the Non-Household Customer's Retailer's account a sum equal to the sewerage Charge payable by the Retailer to Wessex Water in respect of that property for the financial year in which the incident occurs subject to a maximum sum of £1,000 for each incident or £150 (whichever is the greater).
- 10.3 The circumstances described in this paragraph are:
  - (a) that the entry of effluent or flooding was caused by one or more of the following, namely:
    - (i) exceptional weather conditions;
    - (ii) industrial action by the employees of Wessex Water;
    - (iii) the actions of the Non-Household Customer or any defect, inadequacy or blockage in his drains or sewers; or
  - (b) Where Wessex Water had no grounds for believing the Non-Household customer's premises were flooded and the Non-Household Customer's Retailer has not notified Wessex Water of the incident within 3 months following the date on which the effluent entered the building or flooded the premises.
- 10.4 When effluent from a sewer enters a Non-Household Customer's building Wessex Water shall aim to write to the Customer's Retailer within 5 Business Days informing the Retailer of any investigations undertaken (or to be undertaken) and any action proposed to try and prevent a recurrence. Wessex Water shall aim to write to the Retailer within one month of the incident to give an update on Wessex Water's investigations and any steps it proposes to take.
- 10.5 Where in any year, effluent from a sewer which is vested in Wessex Water floods a Non-Household Customer's property and affects an area less than 2 square metres but does not enter into a Non-Household Customer's building, Wessex Water shall assume the Non-Household Customer is not materially affected but, subject to receiving a claim, except in the circumstances described in paragraph 10.3, will credit the Retailer's account a sum not exceeding 50% of the sewerage Charge payable to Wessex Water in respect of that property for the financial year in which the incident occurs or £75 whichever is the greater subject to a maximum payment of £500.
- 10.6 Wessex Water will aim to provide a clean up service within 12 hours for internal flooding and within 24 hours for external flooding at its expense.
- 10.7 For the purposes of this paragraph:
  - (a) 'building' includes a space beneath a suspended floor of a building; and

- (b) effluent shall not be treated as entering a building while it is in a drain or sewer.

## **11 FLOODING FROM SEWERS – UNINSURED LOSSES**

- 11.1 Without prejudice to the payment of compensation under this Scheme pursuant to paragraph 10 above, Wessex 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, Wessex Water will consider at its sole discretion making ex gratia payments not exceeding £5,000 to the relevant Non-Household Customer where uninsured losses have been suffered leading to financial hardship.
- 11.3 Without prejudice to the discretionary nature of any payment made by Wessex 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 WATER QUALITY**

- 12.1 Where Wessex Water issues a do not drink or boil before use notice (in this paragraph 'the Notice') to a Non-Household Customer (copied to its Retailer) for water it supplies, it shall (except in the circumstances described in paragraph 12.2 below) credit the Retailer's account with £50 for each notified Non-Household Customer.
- 12.2 The circumstances described in this paragraph are:
  - (a) that the Notice was issued due to the effect on water quality of unauthorised actions of a third party; or
  - (b) that the Notice was issued pursuant to a notice given under paragraph 12.6 that causes an interruption to supply to facilitate works on Wessex Water's mains and the notice is a temporary measure until the quality of water affected by necessary works has returned to levels specified by s.67 of the 1991 Act; or
  - (c) that the Notice arises out of the supply of water by a bowser.
- 12.3 Where Wessex Water receives a complaint from a Non-Household Customer or Retailer about water quality (other than hardness or chlorine taste) it will contact that Non-Household Customer within four Business Hours (provided the Non-Household Customer has left a telephone number) or the Retailer within one Business Day (provided the Retailer has left a telephone number). In the case of complaints about hardness or chlorine, a Wessex Water representative will contact a Non-Household Customer or Retailer by telephone within one Business Day (provided the Non-Household Customer or Retailer has left a telephone number).
- 12.4 Where Wessex Water's representative confirms a problem with water quality (other than hardness or chlorine) a sample will be taken within 3 hours and Wessex 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 5 Business Days.
- 12.5 Where Wessex Water's own routine sampling reveals water may be unwholesome and a telephone contact number is available Wessex Water will contact the Non-Household Customer affected as soon as reasonably practicable.
- 12.6 Wessex 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. Wessex Water will aim to take a sample within 5 Business Days of the request being received. Wessex Water will aim to notify the Retailer of the result within a further period of 10 Business Days.

12.7 Wessex Water will give any Retailer of a Non-Household Customer with whom Wessex Water has agreed specific requirements about sources of supply or water quality 48 hours' notice of any planned changes to the supply which could significantly affect water quality.

12.8 Where the commitments made in paragraphs 12.3 to 12.7 above are not met Wessex Water will, subject to receiving a claim, credit the Retailer's account £50.

### **13 LEAD PIPE REPLACEMENT**

13.1 Where a Retailer's Non-Household Customer is replacing internal lead water pipes or a Service Pipe, Wessex Water will free of charge replace that part of the Service Pipe that is in a street (or is Wessex Water's statutory duty to repair) provided the Retailer gives Wessex Water 15 Business Days' notice of the start date of the Non-Household Customer's works.

### **14 LEAKAGE ALLOWANCE**

14.1 We aim to repair any leaks on our pipes and fittings that have been reported by a Non-Household Customer or Retailer within two Business Days. If the leaks are visible we will aim to fix them by the end of the next Business Day.

14.2 Wessex Water's Leakage Policy is set out in Schedule 1 to this Scheme. It provides that, subject to an application being made via the Wessex Water Retailer Portal within 6 weeks of the leak being repaired, Wessex Water will, subject to certain conditions, make a volumetric adjustment of a wholly discretionary amount in relation to a SPID managed by the Retailer depending on the circumstances. In particular:

(a) where the leakage duration is less than 30 days (90 days as regards sewerage), Wessex Water will normally make a volumetric adjustment in relation to the relevant SPID managed by the Retailer equal to the total leakage volume;

(b) where the leakage duration is greater than 30 days (or 90 days as regards sewerage), Wessex Water will normally make a volumetric adjustment in relation to the relevant SPID managed by the Retailer of a volume equal to the difference between the total leakage volume and double the Non-Household Customer's normal consumption.

14.3 Wessex Water will normally make a volumetric adjustment in relation to SPIDs managed by Retailers in respect of leaks for only up to a maximum of 180 days.

14.4 Schedule 1 sets out in more detail how these sums will be calculated by Wessex Water and provides similar details as regards sewerage charges.

14.5 Any volumetric adjustments made under Wessex Water's leakage policy as set out in this Scheme (including Schedule 1) are entirely discretionary, and any decision made by Wessex Water as to whether or not to make a volumetric adjustment in relation to a SPID managed by a Retailer, and any decision as to the amount of volumetric adjustment, will be final.

14.6 All applications for a leak allowance should include the meter reading and date following the repair, as set out in section 5.2 of Form H/01 of the Open Water documents. In addition the meter reading and date in section 5.2 will have to be entered to the market before any application for a discretionary allowance can be processed. Separate applications are required for Water, Sewerage and Trade Effluent leak allowances

14.7 No allowance will be given to leaks once that are continuing fourteen days after the leak has been proven.

14.8 No allowance will be given where a waste water notice has been served and where Wessex Water has made the repair until the bill for the repair has been settled.

## **15 WATER METERS**

- 15.1 Wessex Water will fit a water meter within 22 Business Days of receiving a request from a Retailer on behalf of the Non-Household Customer.
- 15.2 If a water meter is not fitted within 22 Business Days of a request being received, Wessex Water will, following a claim by the Retailer, credit the Retailer's 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.

## **16 WORKING IN THE STREET**

- 16.1 We will provide Retailers with at least 22 Business Days' notice of major planned work (being work that is over and above general maintenance such as: sewer repairs and cleaning, surveys, repairing leaks, installing new connections, and repairs and installations of meters and stop taps), including any pedestrian or vehicle problems that may arise.
- 16.2 If Wessex Water fails to meet this guarantee, we will, following a claim by a Retailer, credit the Retailer's account with £50 for each of its affected Non-Household Customers.

## **17 FLOODING FROM WATER MAINS**

- 17.1 Where water escapes from a water main or that part of a Service Pipe vested in Wessex Water and enters a Non-Household Customer's building the Non-Household Customer should contact their insurance company.
- 17.2 Wessex Water will consider applications from insurance companies for compensation.
- 17.3 Wessex Water will provide a specialist clean up and drying service at its cost.

## **18 SPRINKLERS AND HOSEPIPE BANS**

- 18.1 Wessex Water shall seek to avoid imposing a ban on the use of sprinklers or hose pipes save where a Drought Order has been made.
- 18.2 In whatever circumstances Wessex Water imposes a ban on the use of sprinklers, it shall credit to a Retailer's account a reasonable proportion of any Sprinkler Fee paid in respect of its Non-Household Customer's premises in the charging year in which the ban falls in accordance with s.76(4) of the 1991 Act.

## **19 INTERRUPTIONS IN SUPPLY BECAUSE OF DROUGHT**

- 19.1 Where a supply of water to a Non-Household Customer's premises is interrupted or cut off under the authority of a Drought Order Wessex Water shall, subject to paragraph 19.2 credit the Retailer's account whichever amount is appropriate under paragraphs 19.3 to 19.6.
- 19.2 Wessex Water shall not be liable to credit any Retailers' accounts under this paragraph where the circumstances were so exceptional that it would have been unreasonable to have expected the interruption or cut-off to have been avoided.
- 19.3 Wessex Water shall credit a Retailer's account £50 for each day during which (or during part of which) the supply is interrupted or cut-off.
- 19.4 The maximum payable in respect of any individual Non-Household Customer in a financial year shall not exceed:

- (a) the amount of water Charge payable by the Retailer in respect of that Non-Household Customer's premises for the financial year preceding that in which the interruption or cut-off happens; or
  - (b) if that Non-Household Customer was not liable to pay those Charges (such charges being paid by a third party or the premises were occupied for all or part of such year by another Customer), £500.
- 19.5 When calculating the Charge payable by the Retailer in respect of the water supply to that Non-Household Customer's premises, amounts payable in respect of any separate supply which was provided solely for purposes other than domestic purposes shall be excluded.
- 19.6 This paragraph shall cease to have effect in relation to any interruptions or cut-offs occurring on or after the commencement date of any regulations made by the Secretary of State pursuant to section 38 of the 1991 Act implementing the recommendations made to them by the Director General of Water Services in May 1996 for the making of payments to Non-Household Customers for interruptions or cut-offs because of drought.

## **20 DISPUTES UNDER STATUTORY GUARANTEES**

- 20.1 Where a dispute arises between Wessex Water and a Retailer as to the right of the Retailer to a credit under a statutory guarantee governed by the Scheme or the Licence, the matter may be referred to the Authority by either party for determination.

## **21 DISPUTES UNDER OTHER GUARANTEES**

- 21.1 Where a dispute arises between Wessex Water and a Retailer as to the right of the Retailer to a credit under a non-statutory guarantee governed by the Scheme, the matter may be referred to one of Wessex Water's Customer Directors by either party for determination, via the Wholesale Service Desk on 0330 123 1122 or [wholesaleservicedesk@wessexwater.co.uk](mailto:wholesaleservicedesk@wessexwater.co.uk).

## **22 DISPUTES PROCESS**

- 22.1 The parties to a dispute which is referred to the Authority or a Wessex Water Customer Director shall furnish the Authority or the Wessex Water Customer Director as the case may be with such evidence or information as may reasonably be required to enable them to determine the dispute.
- 22.2 Where following a determination by the Authority or a Wessex Water Customer Director under this paragraph, Wessex Water fails to give effect to the determination, the Retailer may set-off the amount in question against any liability which they have to Wessex Water.

## Schedule 1 Wholesale Leakage Policy

### 1.1 Leaks where Wessex Water responsible (Company side)

No. of Volumetric Adjustments	No limits where Wessex Water responsible
Volumetric Adjustment	Where Wessex 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 6 weeks of repair.

### 1.2 Leaks on the Customer Side of a Meter

#### Water Volumetric Adjustment Rules

No. of Volumetric Adjustments	One Customer Side Volumetric Adjustment per meter per annum.
Volumetric Adjustment	Where Leakage duration is less than or equal to 30 days we will refund the total Leakage Volume calculated. 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 duration of 180 days).
Application time limits	Application must be within 6 weeks of repair.

#### 1.3 Sewerage Volumetric Adjustment Rules

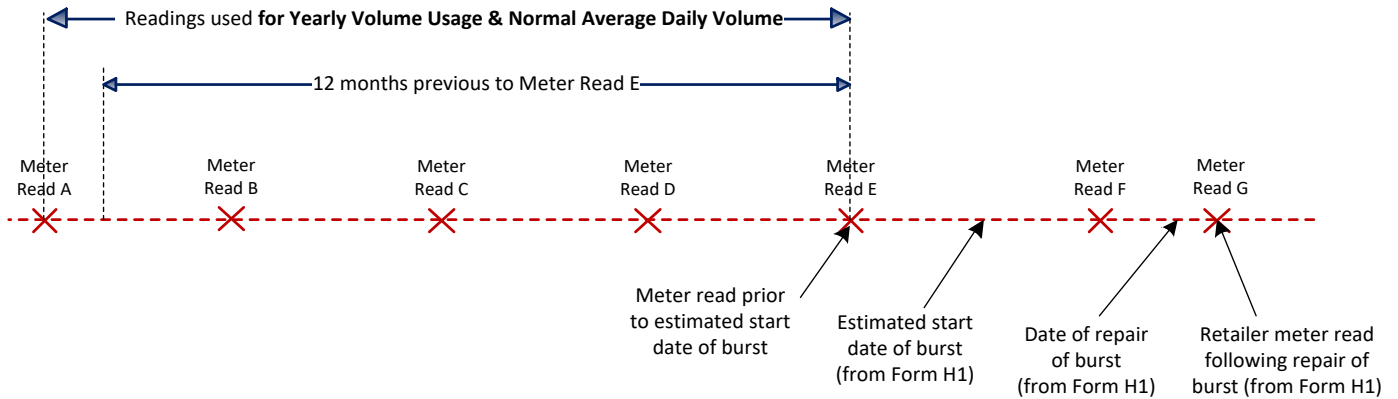
Conditions	Only if you can demonstrate no leaked water has returned to sewer and the retailer has acted promptly to resolve. One Customer Side Volumetric Adjustment per meter per annum.
Volumetric Adjustment	Where Leakage duration is less than or equal to 90 days we will refund the total Leakage Volume calculated. Where Leakage duration is greater than 90 days we will refund the difference between the Total Sewerage Discharge over the duration and double the Normal Sewerage Discharge over the duration (for a maximum duration of 180 days).
Application time limits	Application must be within 6 weeks of repair.

### 2.0 How We Calculate Volumetric Adjustments

This section details the definitions and calculations required to calculate volumetric adjustments allowed under the Wessex Water leakage policy.

Note these calculations are based on the meter reads for the SPID and associated Meter provided in the H1 form. This meter may be associated with

- the Water SPID provided in the H1 form
- the paired Water SPID where a Sewerage SPID is provided in the H1 form
- directly with the Sewerage SPID provided in the H1 form and where meter treatment is not 'SEWERAGE'



## 2.1 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 & Read E)\*365

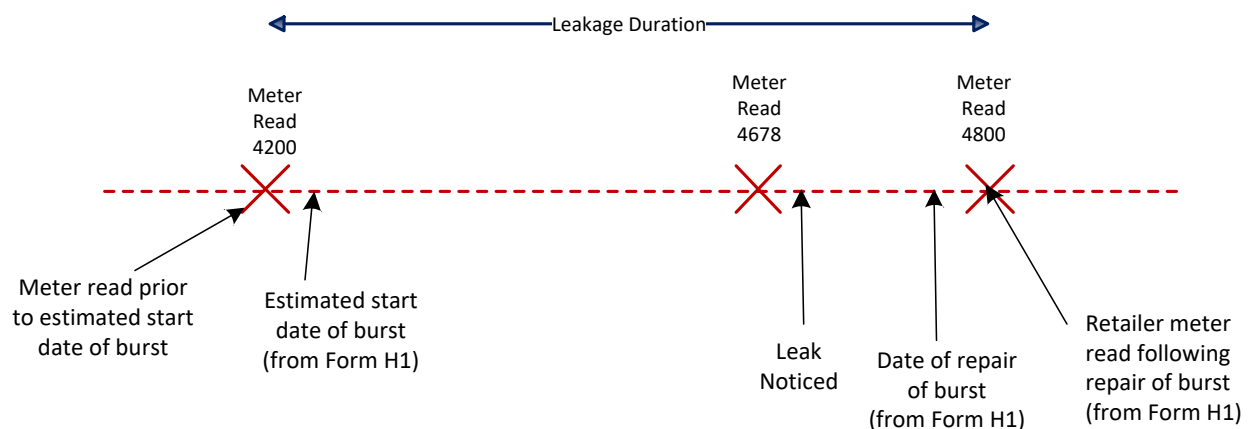
**Normal Daily Water Consumption** = Yearly Water Consumption/365

*\*12 months is a configurable variable.*

## 2.2 Normal Daily Sewerage Discharge

**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 sewer)

## 2.3 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).

## 2.4 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>)

**Total Sewerage Discharge** (m<sup>3</sup>) = Total Water Consumption (m<sup>3</sup>) x Return to Sewer %

**Normal Sewerage Discharge** (m<sup>3</sup>) = Normal Water Consumption (m<sup>3</sup>) x Return to Sewer %

**Sewerage Leakage Discharge** (m<sup>3</sup>) = Water Leakage Volume x Return to Sewer %

## 2.5 Water Volumetric Adjustment Volume

1. If Leakage Duration is less than or equal to <Water Policy Days> (where Water Policy Days is a configurable value) then Water Volumetric Adjustment Volume = Water Leakage Volume
2. If Leakage Duration is greater than <Water Policy Days> and <= 180 days then If Total Water Consumption for the leakage duration is greater than Double Normal Water Consumption then Water Volumetric Adjustment Volume = Total Water Consumption – Double Normal Water Consumption Else Water Volumetric Adjustment Volume = 0
3. If leakage Duration is > 180 days If Total Water Consumption for the leakage duration is greater than Double Normal Water Consumption then Water Volumetric Adjustment Volume = (Total Water Consumption – Double Normal Water Consumption) x 180/Leakage duration Else Water Volumetric Adjustment Volume = 0

## 2.6 Sewerage Volumetric Adjustment Volume

1. If Leakage Duration is less than or equal to <Sewerage Policy Days> (where Sewerage Policy Days is a configurable value) then Sewerage Volumetric Adjustment Volume = Sewerage Leakage Volume
2. If Leakage Duration is greater than < Sewerage Policy Days> and <= 180 days then If Total Sewerage Discharge for the leakage duration is greater than Double Normal Sewerage Discharge then Sewerage Volumetric Adjustment Volume = Total Sewerage Discharge – Double Normal Sewerage Discharge Else Water Volumetric Adjustment Volume = 0
3. If leakage Duration is > 180 days If Total Sewerage Discharge for the leakage duration is greater than Double Normal Sewerage Discharge then Sewerage Volumetric Adjustment Volume = (Total Sewerage Discharge – Double Normal Sewerage Discharge) x 180/Leakage duration

## 2.7 180 day limit to “no more than double” rule

Where we refund the difference between the Total Sewerage Discharge over the leakage duration and double the Normal Sewerage Discharge over the leakage duration there is a limit of 180 days for which we will refund the difference. Therefore the amount calculated needs to be pro-rated appropriately and the effective dates have to be amended to a 6 month duration rather than the leakage duration.

For example:

Leakage Duration = 10/12/17 - 04/05/17 = 220 days

Normal Water Consumption = 300 m<sup>3</sup>

Double Normal Water Consumption = 600 m<sup>3</sup>

Total Water Consumption = 2300 m<sup>3</sup>

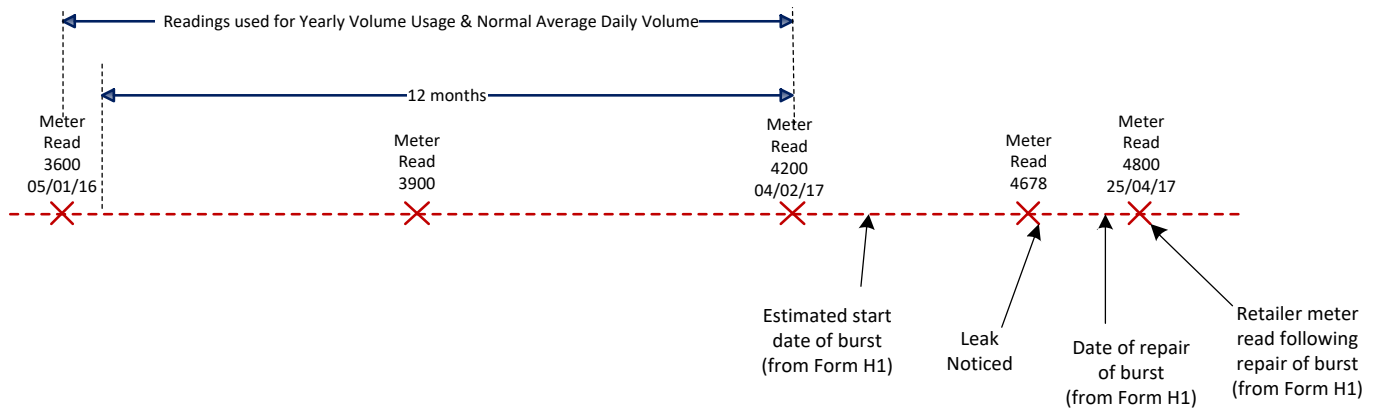
Leakage Volume = 2000 m<sup>3</sup>

Volumetric Adjustment = (2300 - 600) x 180/220 = 1391 m<sup>3</sup>

Effective From Date 13/06/17

Effective To Date = 10/12/17

## 2.8 Example Calculation 1 – Customer-side leak



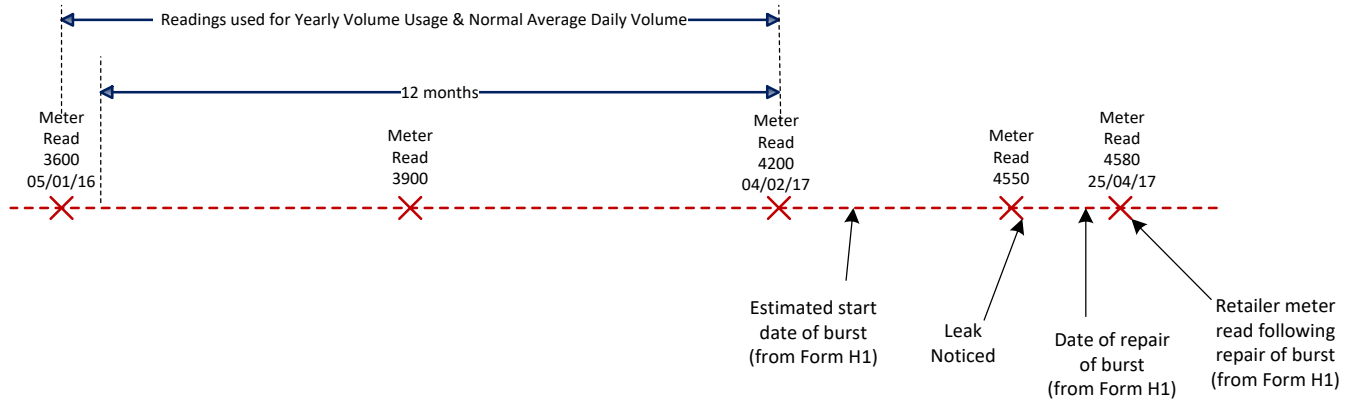
### Water Calculations

**Normal Water Daily Consumption** =  $4200 - 3600 / (04/02/17 - 05/01/16)$  = 1.6260 m<sup>3</sup>/day  
**Leakage Duration** = 25/04/17 – 04/02/17 = 80 days  
**Total Water Consumption** = 4800 – 4200 = 600 m<sup>3</sup>  
**Normal Water Consumption** = 1.626 x 80 = 130 m<sup>3</sup>  
**Double Normal Water Consumption** = 260 m<sup>3</sup>  
**Leakage Volume** = 600 - 130 = 470 m<sup>3</sup>  
 Leakage Duration > 30 days,  
 Therefore Water Volumetric **Adjustment** = 470 - 260 = 210 m<sup>3</sup>

### Sewerage Calculations

**Normal Water Daily Consumption** =  $4200 - 3600 / (04/02/17 - 05/01/16)$  = 1.6260 m<sup>3</sup>/day  
**Normal Sewerage Discharge** = 1.626 x 80% = 1.3008 m<sup>3</sup>/day  
**Leakage Duration** = 25/04/17 – 04/02/17 = 80 days  
**Total Water Consumption** = 4800 – 4200 = 600 m<sup>3</sup>  
**Total Sewerage Discharge** = 600 x 80% = 480 m<sup>3</sup>  
**Normal Sewerage Discharge** = 1.3008 x 80 = 104 m<sup>3</sup>  
**Leakage Volume** = 480 - 104 = 376 m<sup>3</sup>  
 Leakage Duration < 90 days,  
 Therefore Sewerage Volumetric **Adjustment** = 376 m<sup>3</sup>

## 2.9 Example Calculation 2 – Customer-side leak



$$\text{Normal Water Daily Consumption} = 4200 - 3600 / (04/02/17 - 05/01/16) = 1.6260 \text{ m}^3/\text{day}$$

$$\text{Leakage Duration} = 25/04/17 - 04/02/17 = 80 \text{ days}$$

$$\text{Total Water Consumption} = 4580 - 4200 = 380 \text{ m}^3$$

$$\text{Normal Water Consumption} = 1.626 \times 80 = 130 \text{ m}^3$$

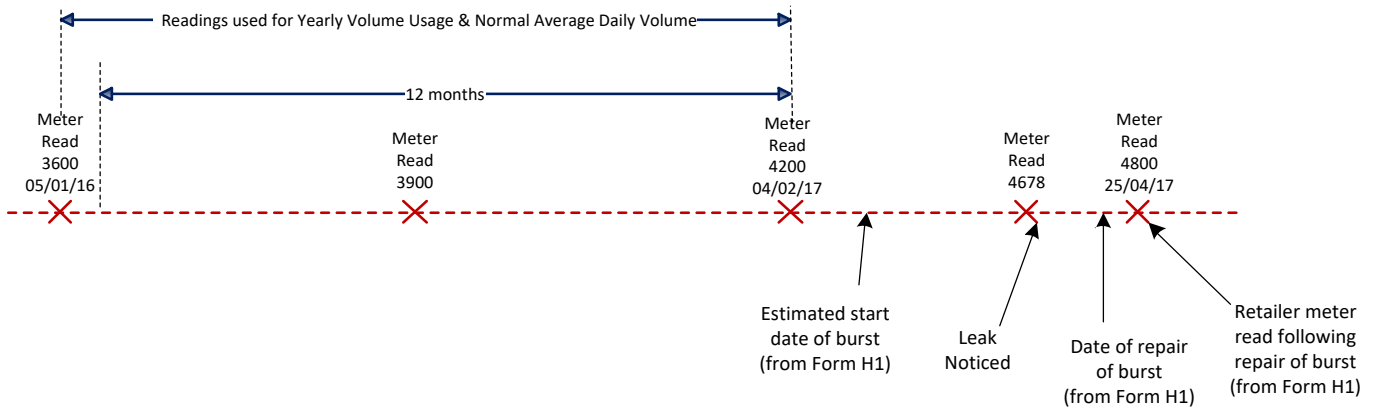
$$\text{Double Normal Water Consumption} = 260 \text{ m}^3$$

$$\text{Leakage Volume} = 380 - 130 = 250 \text{ m}^3$$

Leakage Duration > 30 days,

Therefore **no** Water Volumetric **Adjustment** given as leakage volume is not greater than double normal consumption.

## 2.10 Example Calculation 3 – Company-side leak



$$\text{Normal Water Daily Consumption} = 4200 - 3600 / (04/02/17 - 05/01/16) = 1.6260 \text{ m}^3/\text{day}$$

$$\text{Leakage Duration} = 25/04/17 - 04/02/17 = 80 \text{ days}$$

$$\text{Total Water Consumption} = 4800 - 4200 = 600 \text{ m}^3$$

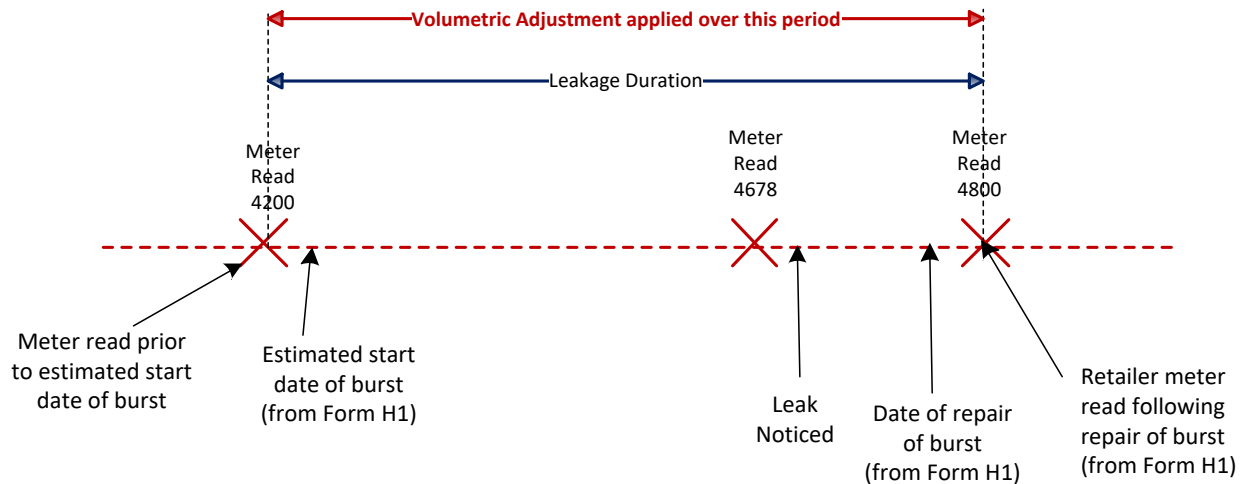
$$\text{Normal Water Consumption} = 1.626 \times 80 = 130 \text{ m}^3$$

$$\text{Leakage Volume} = 600 - 130 = 470 \text{ m}^3$$

No rules on leakage duration for company-side leak:

$$\text{Therefore Water Volumetric Adjustment} = 470 \text{ m}^3$$

## 2.11 Effective Dates



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.

## 2.12 Dealing with Leakage Allowances spanning Market and Shadow Ops Go Live

Where a leakage duration spans the 1 April 2017 Go Live date, the leakage volume will be prorated to a post-April volume. The post-April volume will be applied as a Volumetric Adjustment to the Market Operator.