

# **BRISTOL WATER BOND COMPENSATION SCHEME**

## **OUR COMMITMENT TO OUR CUSTOMERS**

The Bristol Water Bond Compensation Scheme (the “**Bristol Water Bond**”) is our commitment to provide to you a high standard of service.

This scheme includes your basic statutory rights under the Water Supply and Sewerage Services (Customer Service Standards) Regulations 1989 (as amended) (the “**Regulations**”).

Here we set out Bristol Water’s enhanced compensation payments and substantial additional customer service commitments that we provide in key areas not covered by the Regulations.

We first set out a summary of our commitments being the Bristol Water Bond for domestic customers followed by the Bristol Water Business Bond.

The definitive detail follows and it tells you:

- the level of compensation we will pay you if we fail to deliver our commitments;
- the circumstances when we will not make compensation payments e.g. when events outside our control have affected our service to you;
- how to contact us; and
- how and when you should make a claim.

If you wish to discuss the Bristol Water Bond please contact our Customer Affairs Manager, David Duckworth, by calling him on 0117 955 6881 or writing to him at Bristol Water plc, PO BOX 218, Bridgwater Road, Bristol BS99 7AU.

This Bristol Water Bond is effective from 1 April 2011.

Luis Garcia  
Chief Executive, April 2011

# BRISTOL WATER BOND COMPENSATION SCHEME

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- B) Bristol Water Business Bond – summary
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### Summary of the differences between the domestic and business bonds

The Bristol Water Business Bond includes all the commitments given in the Bristol Water Bond for domestic customers except:

|                                       |   |
|---------------------------------------|---|
| Leakstop – commitment 9               | This service is limited to domestic customers only  |
| Leakage allowances – commitment 10    | Different levels of allowance are given for business customers, see commitment 9 in the Business Bond |
| Customer Care Plus – commitment 21    | This service is limited to domestic customers only  |
| Unoccupied properties - commitment 27 | This service is limited to domestic customers only  |

In addition, we compensate business customers for damage to business assets, see commitment 21 of the Bristol Water Business Bond.

Compensation payments for domestic customers are given in the text of the Scheme and the footnotes show the level of compensation applicable to business customers. Typically the £30 compensation offered to domestic customers is increased to £50 for business customers.

## **A) THE BRISTOL WATER BOND FOR DOMESTIC CUSTOMERS**

The Bristol Water Bond for domestic customers sets out the levels of service we aim to achieve. It is **our** commitment to serving **you**, our customers.

Our main objective is to provide you with a safe and reliable supply of water at all times. We are proud of our excellent record from over 160 years of experience. We operate an extensive network involving complex treatment processes and many support services to bring water to your tap, safe to drink. All this is backed up by thorough planning and highly trained staff.

We aim at all times to give good service and deal promptly and fairly with you. We are required by Government to make certain undertakings of service to you. However, where possible, we go further.

We believe that Bristol Water has the trust of its customers and of the communities it serves. We would never intentionally do anything to break that trust – it is our most valuable asset.

### **OUR COMMITMENTS TO YOU:**

#### **WATER QUALITY**

1. We will supply you with water that is safe to drink, meeting the legal water quality standards. Protecting your health is of paramount importance to us. If there is ever a need to impose 'boil water' precautions, give 'do not use' advice or suspend supplies for water quality reasons, then we will do so and if the problem is our fault we will pay you £10 compensation.
2. Although we always try to resolve water quality enquiries immediately, we promise to phone you back within 4 hours during the normal working day with any additional water quality information you reasonably require. If your call relates to health concerns we will phone back within 4 hours regardless of the time or day. If we agree it would be helpful to sample your tap water, we will arrange a visit at a convenient time.
3. We will phone you with the results of a sample taken because of a health complaint no later than 2 working days after the results become available. Within 5 working days of all results being available, we will, if you request, confirm them to you in writing.

#### **WATER SUPPLY**

4. We will give you notice of a planned cut off of your water supply and an expected restoration time. We will pay compensation if the cut off lasts more than 4 hours and we had not given you 48 hours prior written notice.

\*

5. After planned maintenance work, we will restore supplies within the time specified in the warning notice. \*

6. We will restore supplies interrupted by an emergency within 48 hours of our becoming aware of a burst or a leak on a strategic main or within 12 hours in any other circumstance. \*

7. We aim to provide you with a good flow at your tap. \*

8. If you are the first person to report an unidentified leak from our pipes and we have not repaired it within 10 working days, we will pay you £30 (unless we have to give extended notice to the local Highway Authority or third parties).

9. We will usually repair, free of charge, a domestic customer's external underground supply pipe (up to the external wall of the house) on the first occasion a leak is found.

10. We will give you leakage allowances if you are a domestic customer when a leak on your pipe causes your metered water use to be higher than normal. For the first leak we will allow you 100% of the higher consumption and for the second leak 50%. You must advise us of the problem and carry out repairs promptly. Allowances for business customers are different.

11. We will help you undertake a water usage audit if requested.

12. We will carry out a survey and fit a meter as quickly as possible (where it is feasible to fit one) and certainly within 45 working days of receiving your signed application form other than during promotional campaigns. This period is extended to 60 working days for applications received in the period March to June. If we do not install the meter by the end of the specified time period we will not charge for water services until the meter is fitted.

13. We will replace your meter within 20 working days of it being discovered to be faulty.

14. When we install or change your water meter we will provide written details including the date, the meter serial number and its reading.

15. If your supply is metered and we agree you need to run water to flush the supply, we will make an allowance of £5.

16. We will carry out a survey within 10 working days of your request for the relocation of a water meter. We charge for this service.

17. We will provide you with a connection to our mains within 10 working days of our final inspection and receipt of your connection charge (unless we have to give extended notice to the local Highway Authority or third parties).

18. If you have replaced your lead or galvanised iron supply pipe, we will replace ours and connect to your new one within 10 working days of our final inspection of your completed work and payment of charges (unless we have to give extended notice to the local Highway Authority or third parties).

#### **CUSTOMER SERVICE**

19. We will respond to your written complaint within 10 working days of receipt. \*

20. If we need to meet you or enter your home, we will offer you an appointment to visit either in the morning or afternoon or, if you request, within a 2hour time band. Our representative will arrive within the agreed time period. We will give you at least 24 hours notice of the need to rearrange an appointment. \*

21. If you are registered for our Customer Care Plus scheme we will, if requested, send a bill or an item of literature in an agreed format e.g. Braille, large print or communicate with you in a specially requested way. We will process completed applications to join the scheme within 10 working days of receipt.

22. If your property is damaged or flooded because of a burst or leak from a water main, we will offer to clean up and arrange for our appointed loss adjuster to assess your needs and claim.

23. We will recompense you for clothes stained during washing if it is our fault.

24. Company employees and those working on behalf of the Company will treat you courteously.

25. If we fail to pay compensation due by certain deadlines, we will pay you additional compensation. \*

## **BILLING/PAYMENTS**

26. We will respond to your enquiry concerning the accuracy of a bill we have sent you within 5 working days of receipt or 10 working days if a site visit is required. \*
27. We will rebate an unmetered domestic charge after being notified that a property is unoccupied but furnished as a result of the householder going into hospital or residential care or living with a relative.
28. If you have given us 5 working days notice of when you are moving, we will send a final bill within 5 working days of you leaving.
29. We will issue a replacement bill within 10 working days of your request being received.
30. We will respond within 5 working days if you request a change in payment method that we cannot meet or accept. \*
31. If we take a direct debit payment in error, we will pay your costs and any related bank charges and will correct the error within one working day.
32. If you overpay us as a result of our error, we will repay you together with interest on the overpayment as soon as we are aware of the problem.
33. If you request a receipt for a payment we will send one within 5 working days.
34. If we refer your debt to a debt collection agency they will act properly in accordance with the Credit Industry Code of Practice.
35. If we incorrectly issue a county court claim against you for a debt for which you are not liable and for which you have previously informed us that you are not liable, we will correct the situation and withdraw the fees and costs from your account and give you £100.

### Note 1

These commitments are required by law, all the others are our additional discretionary commitments.

## **SO WHAT HAPPENS IF WE GET IT WRONG?**

We believe our commitments reflect excellent service. They are highly challenging to consistently achieve and go well beyond the minimum legal requirements. Inevitably, though, there will be occasions when things do not go as well as we would like. We are only human, too.

There can be no absolute guarantee that we will always meet our objective of providing a safe and reliable supply at all times. We have significant back-up systems and plans designed to meet most circumstances. But we cannot guarantee to cover every possible situation. To do so would mean duplicating many of our systems – and increasing your bills very significantly. We have to strike an appropriate balance.

- If things go wrong, we will do our best to get things back to normal as quickly as possible.
- In addition, if it is our fault we will pay compensation. If the failure is covered by legislation (see Note 1 above), then we will pay you automatically if we can identify you have been affected. Otherwise you should make a claim. Unless shown differently above, we pay £30. In each case the compensation will be at least at the level laid down by legislation. Usually it will be more.

## **THE NOT SO SMALL PRINT**

All documents contain small print – not to try to confuse you but because definitions, conditions and exclusions need to be spelt out in full detail.

The Bristol Water Bond is no different. The information about the Bond above is intended to serve simply as a general guide to the commitments we offer. It does not set out in full all our legal obligations to you, nor the circumstances when we will not provide compensation.

Putting it simply, our commitments do not apply if we are prevented from meeting our standards as a result of the actions of a third party, severe weather, industrial action or exceptional circumstances that prevent your supply being restored within the relevant period.

Most of our customers are billed by Bristol Wessex Billing Services Ltd jointly for water supplied by Bristol Water and sewerage services handled by Wessex Water. If this is the case, you will receive only one payment per incident that relates to billing or payment matters.

In many matters, compensation is automatic -- we will pay you without you having to make a claim at all. Where you need to make a claim for compensation, you must notify Bristol Water in writing as soon as possible and no later than three months after the incident.

Information about the level of compensation and whether you need to claim, plus terms and conditions follow in part C.

## **B) THE BRISTOL WATER BUSINESS BOND**

The Bristol Water Business Bond sets out the levels of service we aim to achieve. It is **our** commitment to serving **you**, our customers.

Our main objective is to provide you with a safe and reliable supply of water at all times. We are proud of our excellent record from over 160 years of experience. We operate an extensive network involving complex treatment processes and many support services to bring water to your Company, safe to drink. All this is backed up by thorough planning and highly trained staff.

We aim at all times to give good service and deal promptly and fairly with you. We are required by Government to make certain undertakings of service to you. However, where possible, we go further.

We believe that Bristol Water has the trust of its customers and of the communities it serves. We would never intentionally do anything to break that trust – it is our most valuable asset.

Our Bristol Water Business Bond commitments to you are set out below in clear and simple English. Please keep a copy in case you need to refer to them in future – although we hope the need never arises.

Customers with a large consumption and on our Major User tariffs have additional needs and we endeavour to service these on an individual basis.

### **OUR COMMITMENTS TO YOU:**

#### **WATER QUALITY**

1. We will supply you with water that is safe to drink, meeting the legal water quality standards. Protecting your health is of paramount importance to us. If there is ever a need to impose ‘boil water’ precautions, give ‘do not use’ advice or suspend supplies for water quality reasons, then we will do so and if the problem is our fault we will pay you £10 compensation.

2. Although we always try to resolve water quality enquiries immediately, we promise to phone you back within 4 hours during the normal working day with any additional water quality information you reasonably require. If your call relates to health concerns we will phone back within 4 hours regardless of the time or day. If we agree it would be helpful to sample your tap water, we will arrange a visit at a convenient time.

3. We will phone you with the results of a sample taken because of a health complaint no later than 2 working days after the results become available. Within 5 working days of all results being available, we will, if you request, confirm them to you in writing.

## **WATER SUPPLY**

4. We will give you notice of a planned cut off of your water supply and an expected restoration time. We will pay compensation if the cut off lasts more than 4 hours and we had not given you 48 hours prior written notice. \*

5. After planned maintenance work, we will restore supplies within the time specified in the warning notice. \*

6. We will restore supplies interrupted by an emergency within 48 hours of our becoming aware of a burst or a leak on a strategic main or within 12 hours in any other circumstance. \*

7. We aim to provide you with a good flow at your tap. \*

8. If you are the first person to report an unidentified leak from our pipes and we have not repaired it within 10 working days, we will pay you £30 (unless we have to give extended notice to the local Highway Authority or third parties).

9. We will give you leakage allowances when an underground leak on your pipework causes your metered water use to be higher than normal. We will allow you 50% of the higher consumption for a period no longer than one month before and 14 days after the leak was discovered. You must advise us of the problem and carry out repairs promptly.

10. We will help you undertake a water usage audit if requested.

11. We will carry out a survey and fit a meter as quickly as possible (where it is feasible to fit one) and certainly within 45 working days of receiving your signed application form other than during promotional campaigns. This period is extended to 60 working days for applications received in the

period March to June. If we do not install the meter by the end of the specified time period we will not charge for water services until the meter is fitted.

12. We will replace your meter within 20 working days of it being discovered to be faulty assuming you allow us reasonable access.

13. When we install or change your water meter we will provide written details including the date, the meter serial number and its reading.

14. If your supply is metered and we agree you need to run water to flush the supply, we will make an allowance of £5.

15. We will carry out a survey within 10 working days of your request for the relocation of a water meter. We charge for this service.

16. We will provide you with a connection to our mains within 10 working days of our final inspection and receipt of your connection charge (unless we have to give extended notice to the local Highway Authority or third parties).

17. If you have replaced your lead or galvanised iron supply pipe, we will replace ours and connect to your new one within 10 working days of our final inspection of your completed work and payment of charges (unless we have to give extended notice to the local Highway Authority or third parties).

## **CUSTOMER SERVICE**

18. We will respond to your written complaint within 10 working days of receipt. \*

19. If we need to meet you or enter your premises, we will offer you an appointment to visit either in the morning or afternoon or, if you request, within a 2hour time band. Our representative will arrive within the agreed time period. We will give you at least 24 hours notice of the need to rearrange an appointment. \*

20. If your property is damaged or flooded because of a burst or leak from a water main, we will offer to clean up and arrange for our appointed loss adjuster to assess your needs and claim.

21. If your property or land is affected by our works, we will pay compensation as assessed under the provisions of Part VI and Schedule 12 of the Water Industry Act 1991.

22. Company employees and those working on behalf of the Company will treat you courteously.

23. If we fail to pay compensation due by certain deadlines, we will pay you additional compensation.  
\*

#### **BILLING/PAYMENTS**

24. We will respond to your enquiry concerning the accuracy of a bill we have sent you within 5 working days of receipt or 10 working days if a site visit is required. \*

25. If you have given us 5 working days notice of when you are moving, we will send a final bill within 5 working days of you leaving.

26. We will issue a replacement bill within 10 working days of your request being received.

27. We will respond within 5 working days if you request a change in payment method that we cannot meet or accept. \*

28. If we take a direct debit payment in error, we will pay your costs and any related bank charges and will correct the error within one working day.

29. If you overpay us as a result of our error, we will repay you together with interest on the overpayment as soon as we are aware of the problem.

30. If you request a receipt for a payment we will send one within 5 working days.

31. If we refer your debt to a debt collection agency they will act properly in accordance with the Credit Industry Code of Practice.

32. If we incorrectly issue a county court claim against you for a debt for which you are not liable and for which you have previously informed us that you are not liable, we will correct the situation and withdraw the fees and costs from your account and give you £100.

Note 1

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- If things go wrong, we will do our best to get things back to normal as quickly as possible.
- In addition, if it is our fault we will pay compensation. If the failure is covered by legislation (see Note 1 above), then we will pay you automatically if we can identify you have been affected. Otherwise you should make a claim. Unless shown differently above, we pay £50. In each case the compensation will be at least at the level laid down by legislation. Usually it will be more.

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Putting it simply, our commitments do not apply if we are prevented from meeting our standards as a result of the actions of a third party, severe weather, industrial action or exceptional circumstances that prevent your supply being restored within the relevant period.

Most of our customers are billed by Bristol Wessex Billing Services Ltd jointly for water supplied by Bristol Water and sewerage services handled by Wessex Water. If this is the case, you will receive only one payment per incident that relates to billing or payment matters.

In many matters, compensation is automatic -- we will pay you without you having to make a claim at all. Where you need to make a claim for compensation, you must notify Bristol Water in writing as soon as possible and no later than three months after the incident.

Information about the level of compensation and whether you need to claim, plus terms and conditions follows in Part C.

**C) BRISTOL WATER BOND COMPENSATION SCHEME**  
**DEFINITIVE ARRANGEMENTS**  
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## **1 Commencement and statement of principles**

- 1.1 This Scheme is called the Bristol Water Bond and comes into effect on 1 April 2007. This Scheme replaces any earlier Bristol Water Bond. It may be amended or replaced in the future. There is a specific Bristol Water Bond for our domestic customers and a Bristol Water Business Bond for our commercial customers and a summary of their respective terms is in Parts A and B above.
- 1.2 The Scheme is our commitment to you, our customers, that we will:
- 1.2.1 put right mistakes for which we are responsible on a “no quibble” basis;
  - 1.2.2 comply with the Regulations and pay automatic compensation as required by the Regulations;
  - 1.2.3 provide additional non-statutory standard of service commitments;
  - 1.2.4 explain how to claim such compensation;
  - 1.2.5 put safety of water quality first; and
  - 1.2.6 keep you advised of any failures to meet our high standards where practicable and applicable to you, and
  - 1.2.7 consider making discretionary payments should we fail to deliver a service that you can reasonably expect of us.
- 1.3 We will not make payments or credits under this Scheme when any of these overriding circumstances apply:
- 1.3.1 our service has been disrupted by events outside what we consider as our reasonable control. If events of this nature occur we commit to return services to normal as quickly as practically possible; or
  - 1.3.2 safety considerations make it impracticable for us to achieve our relevant service standards; or
  - 1.3.3 severe weather conditions or Industrial Action or the act or default of an unrelated third party make it impracticable for us to achieve our relevant service standards; or
  - 1.3.4 you have not made a claim (whether in writing or orally) and it was impractical for us to identify you as being affected by any failure to meet our service standards as set out in this Scheme; or
  - 1.3.5 the scale of compensation potentially payable is so significant as to threaten our viability.
- 1.4 We will where we can act on our own initiative to pay compensation in the event of failures of our commitments set out below. However, in some cases there is an obligation on you to make a claim for the compensation. Details are given in Appendix 3.
- 1.5 All complaints about our service are taken seriously. We will endeavour to correct a problem as quickly as we can and will pay compensation where it is considered appropriate. Our staff and contractors are trained to understand this Scheme and your rights under it.
- 1.6 In our area of supply, you will usually receive your water supply from us and your sewerage services from Wessex Water Services Limited. Bristol Wessex Billing Services Limited (“**BWBSL**”) provides services to both Wessex and ourselves so that you have one bill for both services. Where an action or inaction by BWBSL triggers a payment under this Scheme a single payment in respect of the event is made, to which both we and Wessex contribute.

## **2 Interpretation**

- 2.1 Appendix one sets out the detailed definitions and interpretations that apply in this Scheme:
- 2.2 In this Scheme references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

## **3 Water quality (Bond commitments 1-3) <sup>1</sup>**

- 3.1 We will supply you with water that is safe to drink and, except in the circumstances described in paragraph 3.2 below, pay you following receipt of your claim £10 for each event:
  - 3.1.1 where we supply water to you which does not meet Water Quality Standards; or
  - 3.1.2 you regularly receive discoloured water.
- 3.2 The circumstances described in this paragraph are that:
  - 3.2.1 the failure was caused by unauthorised actions of a third party; or
  - 3.2.2 the failure was caused by a problem of whatever nature with your internal or external pipework; or
  - 3.2.3 the failure arose out of the supply of water by bowser or tanker.
- 3.3 We will, except in the circumstances described in paragraph 3.4 below, pay you following receipt of your claim £10 in respect of the period of the event or restriction:
  - 3.3.1 where we issue to you a “do not drink” or “boil before use” notice (in this paragraph 3 the “**Notice**”) for water we supply; or
  - 3.3.2 we suspend supply on a precautionary basis.
- 3.4 The circumstances described in this paragraph are that:
  - 3.4.1 the Notice was issued owing to the effect on water quality of unauthorised actions of a third party; or
  - 3.4.2 the Notice was issued pursuant to a notice given under paragraph 4.2 or 4.3 of this Scheme where we cause an interruption to your supply to facilitate works on our assets and the Notice is a temporary measure until the quality of water affected by necessary works has returned to the levels specified by s67 of the 1991 Act; or
  - 3.4.3 the Notice arises out of the supply of water by bowser or tanker.
- 3.5 Where we receive an enquiry or complaint from you about water quality, we will contact you (provided that you have given us your telephone number) within four hours during working hours.

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<sup>1</sup> Cross references in the paragraph headings of the Scheme are to the Bristol Water Bond for domestic customers

- 3.6 In the case of enquiries about health concerns (excluding enquiries about discolouration, hardness or chlorine) we will contact you by telephone within four hours regardless of the time of day or whether it is a working day.
- 3.7 Where you request and in our absolute discretion we consider it appropriate we will arrange for a sample to be taken at a mutually agreeable time.
- 3.8 In the case of a sample arranged as a follow up to your enquiries about health concerns we will contact you by telephone within two working days of the testing results being available to us (provided that you have given us your telephone number).
- 3.9 If you request it sample results will subsequently be confirmed in writing within 5 working days of the testing results being available to us.
- 3.10 Where the commitments made in paragraphs 3.5,3.6,3.7,3.8 or 3.9 are not met and following receipt of a claim we will pay you £30<sup>2</sup> but if unfortunately there should be more than one failure to meet these commitments in respect of the same event only one payment will be made.

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<sup>2</sup> or if you are a business customer £50.

#### **4 Notice of interruption of supply (Bond commitment 4)**

- 4.1 Sometimes we have to interrupt your water supply to carry out planned improvement works. Your water supply may also be interrupted owing to an emergency or unplanned event.
- 4.2 Before we cut off the supply to your premises to allow us to carry out necessary but non-emergency works (except for those listed in paragraph 4.7), we will notify you in writing of the time by which your supply will be restored.
- 4.3 Where the supply of water to your premises has either been interrupted or has been cut off to allow us to carry out necessary works in an emergency, as soon as is reasonably practicable we shall take all reasonable steps to notify you:
- 4.3.1 of the fact that the supply has been interrupted or cut off;
  - 4.3.2 where any alternative supply may be obtained;
  - 4.3.3 of the time by which it is proposed the supply should be restored; and
  - 4.3.4 of the telephone number of an office from which further information may be obtained.
- 4.4 We will, except in the circumstances described in paragraph 4.5, pay you £30<sup>3</sup> without you having to make a claim where:
- 4.4.1 the supply of water to your premises is cut off as described in paragraph 4.2 for more than four hours;
  - 4.4.2 we failed to give the notice referred to in that paragraph at least 48 hours before the supply was cut off; and
  - 4.4.3 we could identify that you were being affected.
- 4.5 The circumstances described in this paragraph are:
- 4.5.1 that Industrial Action or the act or default of an unrelated third party made it impracticable to give the notice at least 24 hours before the water supply was cut off; or
  - 4.5.2 where:
    - 4.5.2.1 it was impractical for us to identify that you were being affected; and
    - 4.5.2.2 you have not made a claim (whether orally or in writing) for payment under this paragraph within the three months following the date on which the supply was cut off.
- 4.6 We will pay to you £20<sup>4</sup> in addition to any other payment or credit due to which you are entitled under this Scheme:
- 4.6.1 where a payment or credit is due under paragraph 4 without you having to make a claim; and
  - 4.6.2 we have not made the payment to you or given you the credit within 20 working days following the date on which the supply of water was cut off as described above.

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<sup>3</sup> or if you are a business customer £50.

<sup>4</sup> or if you are a business customer £50

4.7 Where we carry out any planned flushing, active leakage control, or block isolations no notice will be given to you since there is likely to be no, or minimal, interruption to service. In all other cases of planned works (ie non-emergency works) wherever practical written notice will be given if your supply is likely to be cut off. Other forms of notice, such as tannoy and road signs, may also be used to help inform you of our works.

**5 Restoration of supplies (Bond commitments 5&6)**

5.1 This paragraph applies where the supply of water to your premises is interrupted or cut off by us as described in paragraph 4.2 and 4.3.

5.2 We will, except in the circumstances described in paragraph 5.4, pay you £30<sup>5</sup> without you making a claim if we do not restore the supply of water to your premises:

5.2.1 by the time specified for the restoration of that supply in the notice we gave you in accordance with paragraph 4.1; or

5.2.2 within 48 hours from the time when we first became aware of the interruption and your supply was cut off as a result of a leak or burst on one of our Strategic Mains; or

5.2.3 within 12 hours from the time when we first became aware of the interruption and your supply was cut off for reasons unconnected with a leak or burst on one of our Strategic Mains.

5.3 We will, except in the circumstances described in paragraph 5.4, pay you £10<sup>6</sup> without you making a claim in respect of each further complete period of 24 hours during which your supply remains unrestored if we have to pay you a sum under paragraph 5.2.

5.4 The circumstances described in this paragraph are:

5.4.1 that severe weather conditions or Industrial Action or the act or default of an unrelated third party prevented us from restoring your supply within the relevant period; or

5.4.2 in a case described in paragraphs 5.2.2 or 5.2.3, circumstances were so exceptional that it would be unreasonable to expect us to restore your supply within the relevant period; or

5.4.3 where:

5.4.3.1 it was impractical for us to identify that you were being affected; and

5.4.3.2 you have not made a claim (whether orally or in writing) for payment under this paragraph within the three months following the date on which the supply was interrupted or cut off.

5.5 We will pay you £20<sup>7</sup>

5.5.1 where a payment or credit is due under paragraph 5.2 or 5.3 without you making a claim; and

5.5.2 we have not made the payment to you or given you the credit within 20 working days following the date on which your supply of water was interrupted or cut off as described above.

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<sup>5</sup> or if you are a business customer £50.

<sup>6</sup> or if you are a business customer £25.

<sup>7</sup> or if you are a business customer £50.

5.6 This paragraph 5 does not apply where a supply is interrupted or cut off because of drought.

## **6 Pressure (Bond commitment 7)**

6.1 Our aim is to provide a good flow of water at your tap and to do so we will maintain a minimum pressure of water in the communication pipe serving your premises supplied with water of at least seven metres static head.

6.2 We will, except in the circumstances described in paragraph 6.3, pay you £30<sup>8</sup> where in any 28 day period it is reasonable to assume or can be determined that the pressure in your communication pipe falls below seven metres static head on two occasions each lasting not less than one hour.

6.3 The circumstances described in this paragraph are that:

6.3.1 we have made you a payment under this paragraph already this financial year; or

6.3.2 where

6.3.2.1 it was impractical for us to identify that you were being affected; and

6.3.2.2 you have not made a claim orally or in writing for payment under this paragraph within the three months from the date of the later of the two occasions on which the pressure fell below seven metres static head; or

6.3.3 Industrial Action or the act or default of an unrelated third party made it impracticable to maintain the minimum pressure referred to in paragraph 6.1; or

6.3.4 where the low pressure arises from actions beyond our control or if prior agreement from us to your on-site supply network changes is not obtained; or

6.3.5 where the low pressure is as a result of a leak on your pipes or service pipe.

6.4 This paragraph does not apply where the pressure falls below the minimum pressure referred to in paragraph 6.1 in connection with the carrying out of necessary works or because of drought or where we are not required to maintain a minimum pressure in line with Section 65 of the 1991 Act.

6.5 In this paragraph “**communication pipe**” means either:

6.5.1 the part of the service pipe which lies between our water main and the boundary of the street in which our water main is laid; or

6.5.2 the part of the service pipe which lies between our water main and that stopcock where your premises abut on the part of the street in which our main is laid, and the service pipe:

6.5.2.1 enters your premises otherwise than through the outer wall of a building abutting on the street; and

6.5.2.2 has a stopcock placed in those premises and as near to the boundary of that street as is reasonably practical.

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<sup>8</sup> or if you are a business customer £50

6.6 If you complain to us or make a request we shall in our absolute discretion consider whether to investigate if the flow provided at your premises is a good flow. We shall be under no obligation to continue any such investigation if the communication pipe serving the premises is supplied with water of seven metres static head.

6.7 We may validly refuse to make any payment under this paragraph 6 where we consider the reasons for a particular pressure problem are caused by or contributed to by:

6.7.1 a breach or potential breach of the Water Supply (Water Fittings) Regulations 1999 (as amended); or

6.7.2 a failure to comply with the relevant provisions of the 1991 Act (including without limitation separation of supplies and new connections).

**7 Reported leaks (Bond commitment 8)**

- 7.1 We encourage you to report leaks to us so we can save water and act efficiently to fix leaks in our pipes and assets.
- 7.2 We will pay £30 to you following receipt of your written claim if you are the first to report a previously unidentified leak from our pipes unless:
  - 7.2.1 we have repaired the leak within 10 working days of receipt of your notification; or
  - 7.2.2 the works to find and or fix the leak are situated in or near the public highway and we have to give extended notice to the local Highway Authority or third parties; or
  - 7.2.3 you or your agent were in our view the cause of the leak; or
  - 7.2.4 you are one of our employees or agents or an employee or agent of a local authority or government agency or other utility provider and accordingly we consider you have already a responsibility to inform us of leaks.

**8 LeakStop (Bond commitment 9)**

- 8.1 Where you are an owner occupier we will, except in the circumstances described in paragraph 8.2, repair or replace your water service pipe up to your home's external wall free of charge in accordance with this paragraph 8 where we see evidence of leakage provided that your service pipe is:
  - 8.1.1 less than 1.5 metres underground;
  - 8.1.2 readily accessible; and
  - 8.1.3 not beneath a structure or within close proximity of a structure such that access is difficult.
- 8.2 The circumstances described in this paragraph are that:
  - 8.2.1 we have already provided a free repair or replacement to you as owner of this home; or
  - 8.2.2 where you have failed to respond within five days to our written offer delivered to your home to repair or replace your service pipe under this our leakstop scheme; or
  - 8.2.3 you insist on an emergency callout or that works be undertaken outside working hours or outside a working day; or
  - 8.2.4 any part of your premises is used for commercial purposes.
- 8.3 Where we carry out work we shall not be obliged to:
  - 8.3.1 replace your service pipe if in our absolute discretion the leak will be prevented by a repair;
  - 8.3.2 work save in working hours on a working day; or
  - 8.3.3 reinstate special surfaces (such as landscaping, paving, flagstones and the like);
- 8.4 We shall not be liable for damage to or replacement of plants or shrubs removed or affected by works carried out pursuant to this paragraph.

- 8.5 If all other conditions in this paragraph 8 are satisfied such that the only reason you have not been offered a free repair or replacement is that paragraph 8.2.1 applies, you can request a subsidised repair be carried out on the terms set out in this paragraph 8 on one occasion only for a price of £110 (inclusive of VAT).
- 8.6 For the avoidance of doubt this paragraph does not apply to business customers.
- 8.7 For the purposes of this paragraph 8:

“**structure**” means any building, shed, greenhouse, wall, surfaced drive, pond, fountain or other similar structure at or above ground level.

**9 Leakage allowances (Bond commitment 10)**

9.1 Where you have a metered water supply for your domestic premises and a leak on your service pipe causes your metered water use to be higher than normal, we will give you a leakage allowance, except in the circumstances described in paragraph 9.2, in this way:

- 9.1.1 in respect of the first leak found on your service pipe we will give you a leakage allowance of 100% of the higher consumption as a credit against your account for the period between two weeks after the date of the detection of the leak and the last occasion before that date on which the meter was read; or
- 9.1.2 in respect of the second leak found on your service pipe we will give you a leakage allowance of 50% of the higher consumption as a credit against your account for the period between two weeks after the date of the detection of the leak and the last occasion before that date on which the meter was read; or
- 9.1.3 if any further leaks are found on your service pipe we will not give you any further leakage allowances since the service pipe is your responsibility.

9.2 The circumstances described in this paragraph are that:

- 9.2.1 the leak or leaks in our reasonable opinion first occurred more than 6 years earlier; or
- 9.2.2 you cannot demonstrate to our reasonable satisfaction that there has been a leak on your underground service pipe; or
- 9.2.3 you have failed to advise us of the problem in good time; or
- 9.2.4 you have failed to carry out any and all repairs within a reasonable period as prescribed by us or otherwise.

9.3 Where you have a metered water supply for your business premises and a leak on your service pipe causes your metered water use to be higher than normal, we will give you a leakage allowance, except in the circumstances described in paragraph 9.2, in this way:

- 9.3.1 For customers using less than 200 cu.m. per annum a leakage allowance of 100% of consumption above normal usage may be claimed in the first instance and 50% on the second occasion. We may adjust the bill again if we find that a lot more or a lot less water is used when the meter is read next.
- 9.3.2 For customers using between 201 – 15,000 cu.m per annum a leakage allowance of 50% of consumption above normal usage based on the last two billing periods may be claimed. We may adjust the bill again if we find that a lot more or a lot less water is used when the meter is read next. This allowance will be backdated up to a maximum of one calendar month from the date the leak is identified and/or reported to us and up to a maximum of 14 calendar days after is has been identified and reported (maximum of 45 days). Proof of repair and evidence of weekly meter readings will be required when submitting your claim. If a further leak is found on your service pipe we will not give you any further leakage allowances since the service pipe is your responsibility.
- 9.3.3 Allowances claimed by business customers using over 15,000 cu.m. per annum will be assessed on an individual basis.
- 9.3.4 Allowances are paid subject to repairs being made within 14 calendar days of the leak being discovered.
- 9.3.5 Claims should be submitted within one month of the repair being carried out.
- 9.3.6 Business customers will only be entitled to one allowance per site irrespective of the number of meters on site.
- 9.3.7 No allowance will be granted where a leak has been caused through negligence by you or by anyone acting on your behalf.
- 9.3.8 Allowances will only be made for leakage from underground supply pipes.
- 9.3.9 No allowance will be made due to water loss through faulty equipment.

**10 Water Audits (Bond commitment 11)**

- 10.1 We will, at your request and on no more than one occasion in any financial year provide assistance to help you audit your water usage which could include giving you advice on:
- 10.1.1 the replacement of washers on leaking taps and ball valves;
  - 10.1.2 the installation of a water-saving device in your toilet cistern;
  - 10.1.3 the use of water in gardens and where appropriate fitting non-return valves to external taps; and
  - 10.1.4 on the amounts of water used by various household devices.
- 10.2 We shall in our absolute discretion decide how much time we commit to such water audit in response to your request. We shall be under no obligation to continue any such investigation if we consider the request to be frivolous or vexatious.
- 10.3 We will pay £30<sup>9</sup> to you following receipt of your written claim if we fail to provide assistance under this paragraph 10.

**11 Water meters (Bond commitments 12,13,14&16)**

- 11.1 If you request that we install a water meter at your home, we will fit the meter at the location we consider appropriate within 45 working days (subject to paragraph 11.3) of receipt of your completed Meter Application Form unless we in our absolute discretion consider it impractical to fit a meter. The next bill for water charges will be calculated based on the amount of water used from the date the meter is fitted.
- 11.2 If it is practical to fit a meter and we fail to install the meter within 45 working days, unmeasured charges will cease at the end of that period. Measured charges will start from the date the meter is fitted.
- 11.3 The period of 45 days in paragraphs 11.1 and 11.2 will be extended to 60 working days for applications received in any period between 1 March and 30 June or during promotional campaigns to encourage metering and can be also be extended at our discretion if a delay occurs for which you are responsible.
- 11.4 If we fail to fit a meter within the 45 or 60 day period charges will be suspended but if a customer felt that their application process exceeded the 45/60 day time period, they will have 3 months to claim a refund of any charges invoiced.
- 11.5 Domestic customers are entitled to a free meter option but business customers are charged for the installation cost.
- 11.6 We will read your water meter on the date you vacate your premises provided that you have given us five working days' notice that you are vacating your premises (except in the circumstances described in paragraph 11.10). Where we fail to do so we will following receipt of your claim pay you £30<sup>10</sup>.
- 11.7 Where you report a faulty meter or we discover a meter may be faulty when taking a reading, we will repair or replace the meter within 20 working days (except in the circumstances described in paragraph 11.10.1 11.10.3 or 11.10.4). Where we fail to do so we will following receipt of your claim pay you £30<sup>11</sup>.

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<sup>9</sup> or if you are a business customer £50.

<sup>10</sup> or if you are a business customer £50

<sup>11</sup> or if you are a business customer £50.

- 11.8** Where we need to change a water meter we will write (or leave such details at your property) to inform you of the date of the change, the readings taken on the day and the serial number of the new meter (except in the circumstances described in paragraph 11.10.1 or 11.10.3). Where we fail to do so we will following receipt of your claim pay you £30<sup>12</sup>.
- 11.9** Where you request the relocation of a water meter, we will carry out a survey within 10 working days of receiving your payment in respect of the request (except in the circumstances described in paragraph 11.10). Please note we charge for any relocation works. Where we fail to carry out the survey within the stated period we will following receipt of your claim pay you £30<sup>13</sup>.
- 11.10** The circumstances described in this paragraph are that:
- 11.10.1** Industrial Action or the act or default of an unrelated third party made it impracticable for us to comply within the relevant period mentioned; or
- 11.10.2** the request was not sent to an address notified by us to customers in writing as the appropriate address for requests of that nature; or
- 11.10.3** severe weather conditions made it impracticable to make a visit reasonably required, in our opinion, for the purpose of complying; or
- 11.10.4** we are unable to access the meter for some reason owing to you or your agent's actions or omissions.
- 11.11** This paragraph does not apply where we are carrying out our own selective metering programme or fitting meters on a change of occupier.

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<sup>12</sup> or if you are a business customer £50.

<sup>13</sup> or if you are a business customer £50.

**12 Flushing allowance (Bond commitment 15)**

12.1 Where you have a metered water supply and we agree with you that you need to run the water to flush the supply because temporarily you have a discoloured or cloudy water supply, we will credit your account with £5 following receipt of your claim.

**13 New connections (Bond commitment 17)**

13.1 We will make the connection to our main that you request by completing properly and returning to us an application for supply form or AFS within 10 working days of the AFS being received provided that:

13.1.1 you have given us reasonable notice of the completion of all your works;

13.1.2 your works have been completed to our satisfaction;

13.1.3 we have received the relevant connection charges payable under our charges scheme;

13.1.4 no third parties are involved; and

13.1.5 the work we are required to do does not fall within the scope of the Traffic Management Rules. Where the work we are required to do falls within the scope of the Traffic Management Rules the timescales stated in paragraph (1) will be extended to comply with the relevant requirements.

13.2 We will pay you £30<sup>14</sup> following receipt of your claim if we fail to comply with paragraph 13.1.

**14 Replacement of Lead Service Pipes (Bond commitment 18)**

14.1 Where you have replaced your lead or galvanised iron internal water pipes or service pipes, we will replace within 10 working days of receipt of your AFS that part of the service pipe of similar material that is in a street (or is our statutory duty to repair) and reconnect your service pipe provided that:

14.1.1 you have given us reasonable notice of the completion of all your works;

14.1.2 you have completed properly and returned to us an AFS form giving full details of the works required to be done;

14.1.3 you have paid the appropriate charges that we itemise for you;

14.1.4 your works have been completed on time and to our satisfaction; and

14.1.5 the work we are required to do does not fall within the scope of the Traffic Management Rules. Where the work we are required to do falls within the scope of the Traffic Management Rules the timescales stated in paragraph (1) will be extended.

14.2 We will pay you £30 following receipt of your claim if we fail to comply with paragraph 14.1.

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<sup>14</sup> or if you are a business customer £50.

**15 Complaints about water services (Bond commitment 19)**

- 15.1 This paragraph applies where you or your agent write to us making a complaint about any aspect of your water supply service from us .
- 15.2 Where paragraph 15.1 applies we, except in the circumstances described in paragraph 15.3, will pay you £30<sup>15</sup> if we fail to send you a substantive reply within 10 working days from receiving your complaint.
- 15.3 The circumstances described in this paragraph are that:
- 15.3.1 you have informed us that you do not wish to pursue your complaint; or
- 15.3.2 Industrial Action or the act or default of an unrelated third party made it impracticable to reply within the period mentioned in paragraph 15.2; or
- 15.3.3 your complaint was not sent to an address notified by us to customers in writing as the appropriate address for complaints of that nature; or
- 15.3.4 your complaint is considered frivolous or vexatious; or
- 15.3.5 your complaint relates to or is linked with legal proceedings which have been formally instituted or in our opinion may be instituted; or
- 15.3.6 severe weather conditions made it impracticable to make a visit reasonably required, in our opinion, for the purpose of replying.

**16 Keeping appointments (Bond commitment 20)**

- 16.1 This paragraph sets out our responsibilities where we give notice to you (either orally or in writing) that our representative will visit your premises in connection with your water supply on a set date (the “**appointed day**”) and will require access or for which it would otherwise be reasonable to expect you or a person acting on your behalf to be present on your premises.
- 16.2 Where this paragraph applies the notice referred to in paragraph 16.1 shall after consultation with you (whether orally or in writing) specify the visit is to be made on the appointed day before or after 1pm or, where you request, within a two hour period during the working day.
- 16.3 Where this paragraph applies we will, except in the circumstances described in paragraph 16.5, pay you £30<sup>16</sup> if:
- 16.3.1 our notice does not comply with paragraph 16.2 above; or
- 16.3.2 our visit is not made on the appointed day; or
- 16.3.3 our visit is not made within the time period specified in the notice.
- 16.4 The circumstances described in this paragraph are:
- 16.4.1 that you (or the person acting on your behalf) have cancelled the appointment; or
- 16.4.2 that we have cancelled the appointment by giving you (or the person acting on your behalf) not less than 24 hours' notice of cancellation in writing or orally; or
- 16.4.3 we arrived earlier than the agreed time and you were available and agreed to the visit taking place at an earlier time; or

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<sup>15</sup> or if you are a business customer £50.

<sup>16</sup> or if you are a business customer £50.

16.4.4 that it was impractical to make the visit on the appointed day because of severe weather conditions or Industrial Action or the act or default of an unrelated third party and those conditions or that action, act or default could not reasonably have been foreseen by us sufficiently early to enable us to cancel the appointment in accordance with paragraph 16.4.2 or to make suitable alternative arrangements to fulfil it.

16.5 For the purposes of this Scheme, where we hold a record signed by our representative (whether in writing or in some suitable electronic form) who was instructed to make the visit, that the visit was made before or after 1pm on the appointed day or where applicable within the agreed two hour period that visit shall be regarded as having been made unless you establish that the record is incorrect.

16.6 Where we believe we will be unable for any reason to keep an appointment we will endeavour if practicable to contact you on the telephone to warn of our inability to make the appointment provided always you have given us a telephone number on which you can be contacted.

16.7 This paragraph does not apply where the visit is in connection with:

16.7.1 recovering debts owed to us; or

16.7.2 reconnecting your supply cut off following non-payment of our bills; or

16.7.3 if we have asked you for access to read our water meter where we have found the meter to be inaccessible on a prior visit.

## **17 Customer Care Plus (Bond commitment 21)**

17.1 If you are registered for our Customer Care Plus scheme we will, if requested, send a bill or an item of literature in an agreed format e.g. Braille, large print or communicate with you in a specially requested way. We will process completed applications to join our Customer Care Plus scheme within 10 working days of receipt.

## **18 Flooding from water mains (Bond commitment 22)**

18.1 We will compensate you on agreement of your claim for any loss or damage caused (save where the escape was caused by you or your agent) and provide a specialist clean up and drying service at our cost where:

18.1.1 water escapes from our water main; or

18.1.2 water escapes from that part of a service pipe for which we are responsible; and

18.1.3 in either situation water enters your premises.

18.2 A chartered loss adjuster will visit the premises within 24 hours of the incident. Where appropriate we will provide you with suitable reasonable alternative residential accommodation on a temporary basis at our cost.

**19 Stained clothes (Bond commitment 23)**

- 19.1 We will, except in the circumstances described in paragraph 19.2 below, pay you the reasonable cost of replacing any laundry permanently stained by discoloured water we supplied to you.
- 19.2 The circumstances described in this paragraph are:
- 19.2.1 that the discolouration was caused by your service pipe or internal plumbing; or
- 19.2.2 that the discolouration was caused by a third party damaging our main; or
- 19.2.3 that we have given reasonable notice in accordance with paragraph 4.1 of this Scheme of an interruption to supply which may give rise to a temporary discolouration of water and have advised in that notice that laundry should not be undertaken until discoloured water has been run off after the supply is restored.

**20 Behaviour (Bond commitment 24)**

- 20.1 Our employees and those working on our behalf will treat you courteously. If in your view they do not act courteously you should inform us by contacting our Helpline on 0845 7023797 or you can write to our Customer Affairs Manager, David Duckworth, at Bristol Water plc, PO BOX 99 Bridgwater Road, Bristol BS99 7AU.

**21 Timing for payments and additional compensation (Bond commitment 25)**

- 21.1 In respect of our commitments at paragraphs 15, 16, or 22 of this Scheme we will pay you within 10 working days of the sum becoming payable or such other period as this Scheme expressly provides.
- 21.2 We will pay you a further sum of £10 if we fail to pay you in accordance with paragraph 21.1, provided that you make a written claim within three months of the payment or credit referred to in paragraph 21.1 becoming payable.
- 21.3 Where a claim is required under any of our commitments in this Scheme we will usually require some time to consider the claim and process it before we can decide to make a payment (if any) under this Scheme. We will undertake to process all such claims as soon as is reasonably practicable and make payments within 10 working days of reaching and communicating to you a decision on such a claim.
- 21.4 Appendix three sets out in an easy to read format the details of the timing for payments under the Scheme.

## **22 Account queries and payment arrangement changes (Bond commitments 26&30)**

- 22.1 This paragraph applies where you query in writing the correctness of an account presented to you by us for the supply of water services (“**a query**”) or where you ask in writing to change the arrangements by which payments are made to us.
- 22.2 We will, except in the circumstances described in paragraph 22.3, pay you £30<sup>17</sup> if we fail to send you a substantive reply:
- 22.2.1 within 5 working days from the date of receipt of your query in the case of a query that can be answered without a visit to your premises; or
- 22.2.2 within 10 working days from the date of receipt of your query in the case of a query where an answer requires a visit to your premises; or
- 22.2.3 within 5 working days from the date of the receipt of your request where you ask to change the arrangements by which you make payments and that request cannot be met.
- 22.3 The circumstances described in this paragraph are:
- 22.3.1 that you have informed us that you do not wish to pursue your query or request; or
- 22.3.2 in the case of a query, that severe weather conditions made it impracticable to make a visit reasonably required, in our opinion, for the purpose of replying; or
- 22.3.3 that Industrial Action or the act or default of an unrelated third party made it impracticable to despatch such a reply within the relevant period; or
- 22.3.4 that the query or request was not sent to an address notified to customers in writing by us as the appropriate address for queries or requests of that nature; or
- 22.3.5 in the case of a query, that the query is considered frivolous or vexatious.
- 22.4 References in this Scheme to the arrangements by which you make payments include references to arrangements for payment by instalments, and references to a change in such arrangements include references to a change in the frequency of payments.

## **23 Unoccupied properties (Bond commitment 27)**

- 23.1 We will not claim unmeasured water charges for the period your domestic premises is unoccupied but furnished as a result of you going into hospital or residential care or living with a relative due to your illness or incapacity provided that:
- 23.1.1 we have been notified in writing by you or your agent or representative; and
- 23.1.2 the period for which you claim this rebate is capped at a maximum of 12 months.

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<sup>17</sup> or if you are a business customer £50.

**24 Final bill / Replacement bill (Bond commitments 28&29)**

- 24.1 Where you or your agent notifies us in writing that premises have been vacated we shall, except in the circumstances described in paragraphs 22.3.3 and 22.3.4 above, send out a final bill within five working days of receiving the notification (subject to in the case of metered customers that a meter reading was taken by us on the day the premises were vacated and that this reading required no further investigation). Where we fail to do so we shall following receipt of a claim pay you £30<sup>18</sup>.
- 24.2 Where you request in writing the issue of a replacement bill we shall, except in the circumstances described in paragraphs 22.3.3 and 22.3.4, post the replacement bill within ten working days of receiving the request. Where we fail to do so we shall following receipt of a claim pay to you £30<sup>19</sup>.

**25. Direct Debit (Bond commitment 31)**

- 25.1 If we take a direct debit payment from your bank account in error, we will compensate you for:
- 25.1.1 your directly consequential costs; and
  - 25.1.2 any related consequential bank charges
- by making a payment to you by cheque within 10 working days of receipt of a written claim.
- 25.2 In addition or otherwise, we will correct the error within one working day of receiving notification from you of our error.
- 25.3 We need a minimum of 10 working days notice of any change in your bank account in order to change direct debit arrangement to make the payment effective on your new account.
- 25.4 In this paragraph “**error**” means either:
- 25.4.1 the amount taken from your account is incorrect; or
  - 25.4.2 the payment was taken on the wrong day; or
  - 25.4.3 the payment was taken from the wrong account; or
  - 25.4.4 we gave you less than 10 working days’ notice of a change in payment arrangements.

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<sup>18</sup> or if you are a business customer £50.

<sup>19</sup> or if you are a business customer £50.

**26 Refunds in cases of mistake (Bond commitment 32)**

- 26.1 Where we are required to refund monies received from you under a mistake of fact or law within the last six years, we shall refund the monies promptly together with interest calculated in accordance with paragraph 26.2.
- 26.2 Simple interest shall be calculated at a rate specified by our Finance Director which shall be commensurate with the rate the monies held by us could have earned by way of interest if invested in a building society ordinary investment account.
- 26.3 Interest payable under this Scheme shall only arise in respect of monies first received by us within the last six years.
- 26.4 We may be obliged to deduct tax from any payment due to you pursuant to paragraph 26.1.
- 26.5 No interest shall be payable in respect of monies refunded by us where the refund is made in accordance with a leakage allowance claimable under Condition I of our Instrument of Appointment or paragraph 9.1.

**27 Requests for receipts (Bond commitment 33)**

- 27.1 Where you request in writing the issue of a receipt for money paid we shall, except in the circumstances described in paragraphs 22.3(c) and (d), post the receipt within five working days of receiving the request. Where we fail to do so we shall upon receipt of your claim pay you £30<sup>20</sup>.

**28 Use of Debt Collection Agencies (Bond commitment 34)**

- 28.1 We shall restrict the use of external debt collection agencies to only those that are registered with the Office of Fair Trading and are members of the Credit Service Association and agree to follow its Code of Practice (as amended from time to time). Where we fail to do so we shall upon receipt of your claim pay you £30<sup>21</sup>

**29 Court proceedings (Bond commitment 35)**

- 29.1 Where we issue a County Court claim in error in circumstances where you have previously notified us in writing that you are not liable for the debt, we shall withdraw the claim and pay you £100.

**30 Notice of rights to be given to customers**

- 30.1 We shall at least once in every financial year remind you of the rights provided by this Scheme.
- 30.2 We will provide a copy of the Scheme free of charge upon request and a copy of the Scheme will be included on our website.
- 30.3 We will make it available to the Consumer Council for Water, local Citizen Advice Bureaux and other similar bodies.

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<sup>20</sup> or if you are a business customer £50.

<sup>21</sup> or if you are a business customer £50

### **31 Exclusion of entitlement to payment where you are in arrears**

- 31.1 If at the material time you owe money to us and the debt has been outstanding for more than 6 weeks, any payment from us to which you are entitled under this Scheme shall, to the extent that it does not exceed the amount so owed, be made by way of a credit to your account if we so decide.
- 31.2 In this Scheme, the “**material time**” means:
- 31.2.1 in relation to any payment automatically due the time when the payment becomes payable;
- 31.2.2 in relation to any other payment, the time when you make a written claim for the payment.

### **32 Payments not to affect other legal liabilities**

- 32.1 The making of a payment by us to you in consequence of a claim or potential claim for a payment under this Scheme shall not constitute an admission by us of any liability other than an obligation to comply with the Regulations, the Licence and or this Scheme; and the acceptance by you of a payment or credit made in consequence of the Regulations, the Licence or this Scheme shall not affect any liability of ours to you other than our liability under the Regulations or the Scheme or the Licence.
- 32.2 Nothing in this Scheme shall operate to derogate from your rights under the Regulations.
- 32.3 This Scheme is not intended to create any form of legal relations between us and another party and any payments made in respect of the Scheme outside of an obligation arising under the Regulations are entirely discretionary and if made are made on an ex gratia basis and do not create any form of precedent.

### **33 Reference of disputes to the Authority**

- 33.1 Where a dispute arises between us as to your right to a payment or credit under a statutory commitment governed by the Regulations or the Scheme, the matter may be referred to the Authority by either party for determination.
- 33.2 Where a dispute arises between us as to your right to a payment or credit under a non-statutory commitment governed by the Scheme, the matter may be referred to one of our Directors by either party for determination.
- 33.3 The parties to a dispute which is referred to the Authority or a Director shall furnish the Authority or Director with such evidence or information as may reasonably be required to enable the determination of the dispute.
- 33.4 Where following a determination by the Authority or a Director under this paragraph, we fail to give effect to the determination, you may set-off the amount in question against any liability which you have to us.

### **34 Claims**

- 34.1 If you wish to make a complaint or a claim under this Scheme please contact:
- 34.1.1 the Customer Affairs Manager, Bristol Water plc, PO Box 218, Bridgwater Road, Bristol BS99 7AU in respect of paragraphs 3 to 8 and 10 to 21; or
- 34.1.2 the General Manager, Bristol Wessex Billing Services Limited, 1 Clevedon Walk, Nailsea, Bristol BS48 1WA. In respect of paragraphs 9 and 22 to 29.

Made this 1st day of April 2011

**Appendix one:**

**Interpretation**

|                      |  |
|----------------------|--|
| the “1991 Act”       | means the Water Industry Act 1991(as amended);   |
| “AFS”                | means our application for supply form  |
| the “Appointed Day”  | has the meaning given in paragraph 16.1  |
| the “Authority”      | means the Water Services Regulation Authority (or Ofwat)   |
| "Bristol Water"      | shall mean Bristol Water plc;  |
| "business premises"  | means premises which are not domestic premises and business customer shall be construed accordingly;   |
| “BWBSL”              | Bristol Wessex Billing Services Limited, our contractor responsible for providing meter reading, billing and customer services linked with bills;  |
| “communication pipe” | has the meaning given to it in paragraph 6.5;  |
| “complaint”          | means a complaint within the ambit of regulation 5 of the Regulations and `complains' shall be construed accordingly;  |
| “customer”           | includes:-<br>(a) a potential customer; and<br>(b) an occupier of any premises where the supply of water services to those premises is the subject of a separate charge for which a person other than the occupier is liable to us:<br>But<br>(i) nothing in this Scheme shall require us to give notice to more than one person in respect of the same premises or to make a payment or credit an amount to more than one person in respect of any one claim; or in respect of any one act or omission relating to the same premises; and<br>(ii) where paragraphs apply to billing or collection matters carried out by BWBSL on behalf of us and Wessex, any payment or credit will be limited to one amount in respect of both companies and will be affected by BWBSL |

(iii) nothing in, or done by us in consequence of, this Scheme shall determine who is beneficially entitled to any payment made or amount credited in pursuance of this Scheme;

(c) for the purposes of this Scheme “customer” does not include any water undertaker or Licensed water supplier or any customer of a Licensed water supplier;

|                                  |   |
|----------------------------------|---|
| <b>"domestic premises"</b>       | means premises used wholly or partly as a dwelling or intended for such use and domestic customer shall be construed accordingly;   |
| <b>“Industrial Action”</b>       | means any strike, lockout, stoppage of works or disruption by our employees;  |
| <b>“Licence”</b>                 | means the Instrument of Appointment of Bristol Water plc as a water undertaker pursuant to Part I of the 1991 Act;  |
| <b>“Licensed water supplier”</b> | has the meaning given in the 1991 Act;  |
| <b>“Major User Tariff”</b>       | has the meaning given in our current charges scheme made under the 1991 Act.  |
| <b>"Meter Application Form"</b>  | means a fully completed and signed form provided to you by us by which you agree to the installation of a water meter subject to certain conditions set out in the application process;   |
| <b>“pay”</b>                     | means in the context of compensation payments provided by this Scheme either make a direct payment or credit compensation amounts to your account with us and we have an absolute discretion about which method to use notwithstanding the terms of paragraph 31.1 and 31.2 of this Scheme; |
| <b>"query"</b>                   | for the purpose of paragraphs 22.1,22.2,22.3 only of this Scheme shall be construed as any enquiry which is not a complaint;  |
| the <b>“Regulations”</b>         | The Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 as amended and set out for completeness in Appendix two;   |
| the <b>“Scheme”</b>              | means the Bristol Water Bond Compensation Scheme;   |
| <b>“service pipe”</b>            | has the meaning in section 219 of the 1991 Act;   |
| <b>"Strategic Main"</b>          | means a main conveying water in bulk to centres of population which have no other supply that can fully meet normal demand;   |
| <b>“substantive reply”</b>       | means a full and complete reply to the issue raised by you or where   |

additional investigation is required a reply that includes as a minimum details of any of our relevant policies, a description of the investigation undertaken to date and still to be undertaken and the timescales in which the investigation is likely to be completed and by which date a further reply will be made;

**“Traffic Management Rules”** means the Traffic Management Act 2004 (as amended) and all delegated legislation, codes of conduct and guidance made in accordance or as a result of this act;

**“you”** means the customer or the person named on the bill and not the other occupiers (if any) of the premises; and “your” shall be construed accordingly.

**“Water Quality Standards”** means the water quality standards set by the Water Supply (Water Quality) Regulations 2000 (as amended)

**“water undertaker”** has the meaning given in the 1991 Act;

**“we”** Bristol Water plc and where appropriate our agents; and “us” and “our” shall be construed accordingly

**“Wessex”** means Wessex Water Services Limited;

**"working day"** means any day which is not a public holiday or Saturday or Sunday;

**"working hours"** means between 9.00 am and 4.30 pm on a working day;

## **Appendix two:                   The Regulations**

The guaranteed standards scheme (GSS)

Applicable to England and Wales from 1 April 2008

Customers of water and sewerage companies are entitled to guaranteed minimum standards of service, as laid down by the Government. Where a company fails to meet a standard then it is required to make a specified payment to the customer affected. We monitor the scheme and recommend changes. Each year we publish the number of payments made under the scheme.

This information note summaries these standards and conditions as a guide for consumers. It is not intended to be a substitute for the GSS Regulations. Each water and sewerage company is responsible for ensuring that it understands and correctly interprets its statutory obligations under the GSS Regulations. Under no circumstances will we be bound to interpret the GSS Regulations in accordance with these summaries. When considering regulatory decisions, in particular in determining disputes, we will consider the original text of the GSS Regulations as well as the facts as they arise.

On 1 April 2008 revised GSS Regulations came into force which, among other things, amend the previous GSS Regulations for sewer flooding. The amendments relating to sewer flooding include:

- setting a minimum payment level of £150 for each incident of internal sewer flooding;
- setting a new standard for customers materially affected by external sewer flooding; and
- setting external sewer flooding payments at 50% of the annual sewerage charge for each external sewer flooding incident (minimum payment of £75 and maximum payment of £500).

The 2008 GSS Regulations also ensure that the service standards are now the same regardless of whether the water and sewerage company operates in Wales or England. In the previous GSS Regulations there were variations between standards for the water and sewerage companies operating in Wales and those operating in England.

#### Customers' rights

The scheme applies to all customers of water and sewerage companies.

The water and sewerage companies must inform billed customers of their rights under the scheme every year.

If a company fails to meet any of the guaranteed standards, customers are entitled to a payment. Details of these are shown under each service standard. Some companies operate schemes that go further than the GSS. For example, where a reply to a complaint letter is required in ten days under the GSS, the company may raise this standard to five days. In other cases, a higher amount is paid than the minimum amount set out in the GSS Regulations.

The standards which companies must meet are as follows.

##### 1. Making appointments (GSS Regulation 6)

If an appointment is made with a customer, the company must give notice to the customer that its representative will visit during the morning or the afternoon.

The company must specify to the customer the times it considers to be the morning or afternoon.

If the company fails to do this, the company must automatically make a GSS payment.

If requested by the customer the company must give notice to the customer that its representative will visit within a specified two-hour time slot.

If the company fails to do this, the company must automatically make a GSS payment.

The company must make the GSS payment within ten working days of the payment becoming due. If the company fails to do this and the customer makes a claim for an additional penalty payment within three months of the GSS payment becoming due, the company must make the additional penalty payment.

## 2. Keeping appointments (GSS Regulation 6)

If an appointment is not kept because:

- the company representative did not visit on the appointed day;
- the company representative did not visit during the morning or the afternoon (in accordance with the appointed time specified);
- the company representative did not visit within the appointed 2-hour time slot; or
- the company cancelled the appointment but did not give the customer at least 24 hours' notice

a GSS payment must be made automatically.

The company must make the GSS payment within ten working days of the payment becoming due. If the company fails to do this, and the customer makes a claim for an additional penalty payment within three months of the GSS payment becoming due, the company must make the additional penalty payment.

There are exceptions to the requirement to make a GSS payment if an appointment is not met. These are:

- the customer cancels the appointment;
- the company cancels the appointment giving at least 24 hours' notice;
- it is impracticable to keep the appointment due to severe weather;
- it is impracticable to keep the appointment due to industrial action by the

company's employees; or

- it is impracticable to keep the appointment due to an act/default of a person other than the company's representative.

### 3. Low pressure (GSS Regulation 10)

The company must maintain a minimum pressure in the communication pipe of seven metres static head (0.7 bar).

If pressure falls below this on two occasions, each occasion lasting more than one hour, within a 28-day period, the company must automatically make a GSS payment.

There are exceptions to the requirement to make a GSS payment if the pressure standard is not met. These are:

- a payment has already been made to the same customer in respect of the same financial year;
- it is impractical for the company to have identified the particular customer as being affected, and the customer has not made a claim within three months of the date of the latter occasion;
- industrial action by the company's employees makes it impracticable to maintain the pressure standard;
- the act or default of a person other than the company's representative make it impracticable to maintain the pressure standard; or
- the pressure falls below the minimum standard due to necessary works taking place or due to a drought

### 4. Notice of interruption to supply (GSS Regulation 8)

Where it is planned that the supply will be materially interrupted or cut off for more than four hours to carry out necessary works the company must give written notice to affected customers at least 48 hours before the supply will be interrupted or cut off, including notification of the time by which the supply will be restored.

If the company fails to do this, the company must automatically make a GSS payment.

Where the supply is interrupted or cut off to carry out necessary works in an emergency the company must, as soon as is reasonably practicable, take all reasonable steps to notify affected customers:

- that the supply has been interrupted or cut off;
- where any alternative supply can be obtained;
- the time by which the supply will be restored; and
- of the phone number of an office from which further information may be obtained.

Where a customer was not given the correct notification for a planned interruption lasting more than four hours caused by necessary works, but the company does not make an automatic payment to the customer within 20 working days of this event, the company must automatically make an additional penalty payment to the customer.

There are exceptions to the requirement to make a GSS payment if the correct notice of interruption to supply is not given. These are if:

- industrial action by the company's employees makes it impracticable for the company to give the correct notice at least 48 hours before the supply was cut off;
- the act or default of a person other than the company's representative made it impracticable for the company to give the correct notice at least 48 hours before the supply was cut off; or
- it is impractical for the company to have identified the particular customer as being affected, and the customer has not made a claim within three months of the date on which the supply was cut off.

##### 5. Supply not restored (GSS Regulation 9)

The company must automatically make a GSS payment to affected customers if:

- the supply is interrupted or cut off to carry out necessary works, and the supply is not restored by the time stated in the written notice given to affected customers;
- the supply is interrupted or cut off in an emergency due to a leak or burst in a strategic main and is not restored within 48 hours of the company first becoming aware of the interruption or that the supply was cut off; or
- the supply is interrupted or cut off in an emergency for any other reason and is not restored within 12 hours of the company first becoming aware of the interruption or that the supply was cut off.

A further automatic GSS payment must be made for each full 24-hour period that the supply is interrupted or cut off.

If the company does not make an automatic payment for which it is liable to the customer within 20 working days of the interruption to supply, the company must automatically make an additional penalty payment to that customer.

There are exceptions to the requirement to make a GSS payment if supply is not duly restored. These are if:

- industrial action by the company's employees prevented the supply being restored;
- the act or default of a person other than the company's representative prevented the supply being restored;
- severe weather prevented the supply being restored;
- where the supply was interrupted or cut off due to a leak or burst on a strategic main, or for any other unplanned reason, the circumstances were so exceptional that it would be unreasonable to expect the supply to be restored within the relevant period;
- It is impractical for the company to have identified the particular customer as being affected, and the customer has not made a claim within three months of the date of the supply not being duly restored; or
- the regulation does not apply where supply is interrupted or cut off due to a drought.

6. Account queries and requests about changes to payment arrangements  
(GSS Regulation 7)

If a customer queries in writing the correctness of an account, the company must despatch a substantive reply to the customer within ten working days from the receipt of the query

If the company fails to do this, the company must automatically make a GSS payment.

If a customer requests, in writing, a change to a payment arrangement and the company is unable to agree to the request, the company must despatch a substantive response within five working days from the receipt of the request. If the company fails to do this, the company must automatically make a GSS payment.

The company must make the GSS payment within ten working days of the payment becoming due. If the company fails to do this and the customer makes a claim for an additional penalty payment within three months of the GSS payment becoming due, the company must make the additional penalty payment.

There are exceptions to the requirement to make a GSS payment if the company does not respond to account queries or requests in the given timeframes. These are if:

- the customer informs the company that they don't wish to pursue the query or request;
- in the case of a query the company reasonably considered a visit to be necessary, but severe weather made it impracticable to make the visit;
- industrial action by the company's employees made impracticable to despatch a substantive response within the relevant period;
- the act or default of a person other than the company's representative made it impracticable to despatch a substantive response within the relevant period;

- the query or request was not sent to an address notified in writing by the company to its customers as the appropriate address for such queries or requests; or
- in the case of a query, it is frivolous or vexatious.

## 7. Complaints (GSS Regulation 7)

If a customer complains in writing to a water company about the supply of water, or to a sewerage company about the provision of sewerage services, the company must despatch a substantive response to the customer within ten working days of receipt of the complaint.

If the company fails to do this, the company must automatically make a GSS payment.

The company must make the GSS payment within ten working days of the payment becoming due. If the company fails to do this and the customer makes a claim for an additional penalty payment within three months of the GSS payment becoming due, the company must make the additional penalty payment.

There are exceptions to the requirement to make a GSS payment if the company does not respond to written complaints in the given timeframes. These are if:

- the customer informs the company that they don't wish to pursue the complaint;
- industrial action by the company's employee's make it impracticable to despatch a reply within the relevant period;
- the act or default of a person other than the company's representative made it impracticable to despatch a reply within the relevant period;
- the complaint was not sent to an address notified in writing by the company to its customers as the appropriate address for complaints of that nature;
- the complaint was frivolous or vexatious; or

- the company reasonably considered a visit to be necessary, but severe weather made it impracticable to make the visit.

#### 8. Flooding from sewers – Internal flooding (GSS Regulation 11)

If effluent from a sewer, which is vested in a sewerage company, enters a customer's building, the company must make an automatic GSS payment of the sum equal to the customer's annual sewerage charge up to a maximum of £1,000.

If the amount the company is required to make is less than £150, the company must pay the customer £150.

If the company does not make an automatic payment for which it is liable to the customer within 20 working days following the date on which the effluent entered his building, the company must automatically make an additional penalty payment to that customer.

This payment must be made for each incident.

There are exceptions to the requirement to make a payment if effluent enters a customer's building. These are if:

- the entry of the effluent was caused by:
  - exceptional weather conditions;
  - industrial action by the company's employees;
  - the actions of the customer;
  - a defect, inadequacy or blockage in the customer's drains or sewers; or
- it is impractical for the company to have identified the particular customer as being affected, and the customer has not made a claim within three months following the date on which the effluent entered his building.

#### 9. Flooding from sewers – External flooding (GSS Regulation 12)

If effluent from a sewer, which is vested in a sewerage company, enters a

customer's land or property, the company must make a GSS payment of the sum equal to 50% of the customer's annual sewerage charge up to a maximum £500. The customer must claim the payment from the company within three months of the incident.

If the amount the company is required to make is less than £75, the company must pay the customer £75.

This payment must be made for each incident.

If the company does not make a payment for which it is liable to the customer within 20 working days following the date on which the claim is received by the company, the company must automatically make an additional penalty payment to that customer.

There are exceptions to the requirement to make a payment if effluent enters a customer's building. These are if:

- the entry of the effluent was caused by:
  - exceptional weather conditions;
  - industrial action by the company's employees;
  - the actions of the customer;
  - a defect, inadequacy or blockage in the customer's drains or sewers;

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- the company has made a payment to the same customer in respect of the same incident for internal sewer flooding;
- the customer was not materially affected by the incident; or
- the customer has not claimed the payment within three months following the date on which effluent entered the customer's land or property.

In deciding whether a customer has been materially affected by the incident companies must take into account:

- what parts of the customer's land or property the effluent entered;
- the duration of the flooding;
- whether the flooding restricted the access to the land or property;

- whether the flooding restricted the use of the land or property; and
- any other relevant considerations of which the company is aware.

#### Payment and claims

If a customer is entitled to a GSS payment and the company has not made the payment automatically, the customer can claim the payment within three months of the incident.

If, at the time of the incident, the customer owes money to the company, and has done so for more than six weeks, the company will normally credit the customer's account rather than make payment by cheque.

#### Legal rights

The scheme does not affect any legal rights to compensation that customers may have.

#### Exclusions to the scheme

There are certain exemptions to the scheme. Different exceptions apply to different standards, but they include failure to comply because of circumstances beyond the company's control, such as unforeseen events, industrial action or severe or exceptional weather conditions.

#### Disputed claims

Any disputed claims for payment under this scheme can be referred to us by either the company or the customer. Our decision is final and binding upon both parties.

#### Payments in the event of drought

All companies are required under Condition Q of their licence conditions to make a payment to customers where essential household water supplies are

interrupted as a result of restrictions authorised by emergency drought orders.

This includes water supplies for purposes such as:

- cooking;
- washing;
- drinking; and
- flushing the toilet.

It does not include uses such as watering the garden, car washing or filling a pool.

Although this measure is not part of the GSS, it does mean that customers have access to compensation if essential supplies are not maintained.

The licence commits the companies to accept our decision in the event of any disputes about entitlement.

Companies should pay household customers £10 for each day (or part day) that the water supply is interrupted or cut off. The maximum compensation entitlement is equal to the company's average household bill for the previous year.

Companies should pay business customers, in the same circumstances, £50 a day (or part day). The maximum amount payable is the water charge paid by the customer in the previous year. If, however, the customer has not paid a full year's water charge, or a third party is responsible for the water charges, the maximum is set at £500.

There is no entitlement to a payment under Condition Q if the circumstances are so exceptional that, in our view, it would be unreasonable to expect the company to avoid the interruption.

Further information

If you want to know more about the GSS, contact your local water company. A description of GSS (and any company-specific enhancements) will be provided to you on request. Details are also available in the companies' code of practice for domestic customers.

You can read the statutory instrument (SI) containing the GSS regulations (SI2008/594) [here](#).

You can also:

- send an e-mail to [enquiries@ofwat.gsi.gov.uk](mailto:enquiries@ofwat.gsi.gov.uk); or
- visit our website at [www.ofwat.gov.uk](http://www.ofwat.gov.uk)

Revised April 2008

**Summary of payment amounts that apply in England & Wales:** See individual sections for details of when these apply. These are the minimum payment amount. Some companies may voluntarily increase these – ask your company for details.

| GSS Regulation   | GSS payment   |                    | Late payment penalty |                    |
|--|---|--------------------|----------------------|--------------------|
|  | Domestic customers  | Business customers | Domestic customers   | Business customers |
| Appointments not made properly   | £20   | £20                | £10                  | £10                |
| Appointments not kept  | £20   | £20                | £10                  | £10                |
| Incidences of low water pressure   | £25   | £25                | -                    | -                  |
| Incorrect notice of planned interruptions to supply                                      | £20   | £50                | £20                  | £50                |
| Supply not restored(*) – initial period  | £20   | £50                | £20                  | £50                |
| Supply not restored(*) – each further 24 hours   | £10   | £25                |                      |                    |
| Written account queries and requests to change payment arrangements not actioned on time | £20   | £20                | £10                  | £10                |
| Written complaints not actioned on time  | £20   | £20                | £10                  | £10                |
| Properties sewer flooded internally  | Payment equal to annual sewerage charges (Minimum payment of £150. Maximum of £1000)      |                    | £20                  | £50                |
| Properties materially affected sewer flooded externally                                  | Payment equal to 50% of annual sewerage charges (Minimum payment of £75. Maximum of £500) |                    | £20                  | £50                |

(\*) Supply not restored within time notified (planned work) or when supply is interrupted for an extended time under unplanned/emergency situations

### Appendix three: Summary of commitments, compensation and claim arrangements

This appendix is a summary only of the Bristol Water Bond: Compensation Scheme

| <b>Commitment</b><br><i>(see main document for full definition and mitigating factors)</i> | <b>Domestic Bond number</b> | <b>Domestic customer benefit</b>                               | <b>Business Bond number</b> | <b>Business customer benefit</b>                               | <b>We pay automatically on failure if we can identify customer</b> | <b>Customer must claim within 3 months</b> | <b>Claim to – Bristol Water (BW) or BWBSL</b> | <b>Scheme clause</b> |
|--|-----------------------------|--|-----------------------------|--|--|--|---|----------------------|
| Providing safe water   | 1                           | £10  | 1                           | £10  |  | Yes  | BW  | 3                    |
| Water quality checks   | 2                           | £30  | 2                           | £50  |  | Yes  | BW  | 3                    |
| Water quality advice   | 3                           | £30  | 3                           | £50  |  | Yes  | BW  | 3                    |
| Notice of interruption   | 4                           | £30  | 4                           | £50  | Yes  |  | BW  | 4                    |
| Planned restoration  | 5                           | £30 (+£10 for each extra day)                                  | 5                           | £50 (+£25 for each extra day)                                  | Yes  |  | BW  | 5                    |
| Unplanned interruption   | 6                           | £30 (+£10 for each extra day)                                  | 6                           | £50 (+£25 for each extra day)                                  | Yes  |  | BW  | 5                    |
| Pressure   | 7                           | £30  | 7                           | £50  | Yes  |  | BW  | 6                    |
| Reporting leaks  | 8                           | £30  | 8                           | £50  |  | Yes  | BW  | 7                    |
| LeakStop repairs   | 9                           | Subsidised service   | N/a                         | Not available  |  |  | BW  | 8                    |
| Leakage allowances   | 10                          | 100% of excess for first leak, 50% on second                   | 9                           | 50% of excess for first leak only                              |  | Yes  | BWBSL   | 9                    |
| Water audits   | 11                          | £30  | 10                          | £50  |  | Yes  | BW  | 10                   |
| Opting for a meter   | 12                          | Waive all charges after promised time until meter is installed | 11                          | Waive all charges after promised time until meter is installed | Yes  |  | BW  | 11                   |

| <b>Commitment</b><br><i>(see main document for full definition and mitigating factors)</i> | <b>Domestic Bond number</b> | <b>Domestic customer benefit</b> | <b>Business Bond number</b> | <b>Business customer benefit</b> | <b>We pay automatically on failure if we can identify customer</b> | <b>Customer must claim within 3 months</b> | <b>Claim to – Bristol Water (BW) or BWBSL</b> | <b>Compensation Scheme clause</b> |
|--|-----------------------------|----------------------------------|-----------------------------|----------------------------------|--|--|---|-----------------------------------|
| Faulty meters  | 13                          | £30                              | 12                          | £50                              |  | Yes  | BW  | 11                                |
| Meter details  | 14                          | £30                              | 13                          | £50                              |  | Yes  | BW  | 11                                |
| Flushing allowance   | 15                          | £5                               | 14                          | £5                               |  | Yes  | BW  | 12                                |
| Meter re-location  | 16                          | £30                              | 15                          | £50                              |  | Yes  | BW  | 11                                |
| New connections  | 17                          | £30                              | 16                          | £50                              |  | Yes  | BW  | 13                                |
| Replacing supply pipes   | 18                          | £30                              | 17                          | £50                              |  | Yes  | BW  | 14                                |
| Complaints   | 19                          | £30                              | 18                          | £50                              | Yes  |  | BW  | 15                                |
| Appointments   | 20                          | £30                              | 19                          | £50                              | Yes  |  | BW  | 16                                |
| Customer Care Plus   | 21                          | £30                              | N/a                         | Not applicable                   |  | Yes  | BW  | 17                                |
| Flooding damage  | 22                          | Actual costs                     | 20                          | Actual costs                     |  | Yes  | BW  | 18                                |
| Stained clothes or certain compensation events for business customers / land owners        | 23                          | Replacement costs                | 21                          | Negotiated value                 |  | Yes  | BW  | 19                                |
| Staff behaviour  | 24                          | £30                              | 22                          | £50                              |  | Yes  | BW  | 20                                |
| Penalties for late payments  | 25                          | £10 or £20                       | 23                          | £10 or £50                       | Yes  |  | BW  | 21                                |
| Accuracy of bills query  | 26                          | £30                              | 24                          | £50                              | Yes  |  | BWBSL   | 22                                |
| Unoccupied homes   | 27                          | £30                              | N/a                         | Not applicable                   |  | Yes  | BWBSL   | 23                                |
| Final bill on moving   | 28                          | £30                              | 25                          | £50                              |  | Yes  | BWBSL   | 24                                |
| Replacement bill   | 29                          | £30                              | 26                          | £50                              |  | Yes  | BWBSL   | 24                                |
| Request for change in payment method not allowed   | 30                          | £30                              | 27                          | £50                              | Yes  |  | BWBSL   | 22                                |
| Direct Debit error   | 31                          | Actual costs                     | 28                          | Actual costs                     |  | Yes  | BWBSL   | 25                                |
| Refunds  | 32                          | Interest                         | 29                          | Interest                         |  | Yes  | BWBSL   | 26                                |

| <b>Commitment</b><br><i>(see main document for full definition and mitigating factors)</i> | <b>Domestic Bond number</b> | <b>Domestic customer benefit</b> | <b>Business Bond number</b> | <b>Business customer benefit</b> | <b>We pay <u>automatically</u> on failure if we can identify customer</b> | <b>Customer <u>must claim</u> within 3 months</b>                              | <b>Claim to – Bristol Water (BW) or BWBSL</b> | <b>Compensation Scheme clause</b> |
|--|-----------------------------|----------------------------------|-----------------------------|----------------------------------|---|--|---|-----------------------------------|
| Receipts   | 33                          | £30                              | 30                          | £50                              |   | Yes  | BWBSL   | 27                                |
| Use of Debt Agencies   | 34                          | £30                              | 31                          | £50                              |   | Yes  | BWBSL   | 28                                |
| Court claims in error  | 35                          | £100                             | 32                          | £100                             |   | Yes  | BWBSL   | 29                                |
| = Covered by the “Regulations” otherwise discretionary benefits offered by Bristol Water   |                             |                                  |                             |                                  |   | We will endeavour to pay before you claim if we can identify you were affected |   |                                   |