

Leaflet 8: Guaranteed Standards Scheme

The Guaranteed Standards Scheme is a statutory scheme, which applies minimum performance standards to the regulated services of all water and sewerage companies and sets compensation level for any failures. In many cases we provide levels of payment in excess of those required by this scheme. We guarantee to provide the following standards of service in our day to day dealings with you, subject to the exceptions specified.

If we fail to achieve any of the standards set out in section 1 we will pay you £50, and for those in section 2 we will pay you £30 automatically within 10 working days, or credit the relevant amount to your account if it is in arrears. If payment is not made within 10 working days you can claim a further £30 by telephoning, or writing to, our customer service team (contact details are in section 12).

1 Keeping Appointments

When we make an appointment with you in writing or by phone, we will tell you whether we will visit before or after 13:00 hours or you can ask for an appointment within a two hour time-band. We will keep the appointment within the correct time-band. Wherever possible we will make an actual time appointment for which we will not be late by more than 30 minutes.

If we have to change any appointment we will give you at least 24 hours' notice.

We are not required to make a payment if you cancel the appointment, nor if it is impracticable to keep the appointment due to:

- (a) severe weather, or
- (b) industrial action by our employees, or
- (c) an act or default of a person other than our representative

2 Replying to Correspondence

We will send you a reply within 10 working days of receiving a written query about the correctness of your account. Similarly, we will send you a reply within 10 working days of receiving a written complaint.

We will notify you within 5 working days of receiving a written request to change the method by which you pay your account if we cannot meet the request.

We are not required to make a payment:

- (a) if you inform us that you do not wish to pursue the query or request, or
- (b) if a response is not made within the required period because of industrial action of our employees, or the act or default of a third party, or
- (c) if the query or request was incorrectly addressed, or
- (d) from the point at which a correspondence becomes frivolous or vexatious.

3 Flooding from Sewers – Internal Flooding

If we know that effluent has escaped from our sewers and entered the buildings of your property, or passed beneath a suspended floor, we will automatically make a payment equal to your annual sewerage charges for each incident of sewer flooding. We will make a minimum payment of £150 up to a maximum of £1,000. We will make this payment within 20 working days or we will automatically make a further payment of £30 if you are a domestic customer or £50 if you are a business customer.

We are not required to make a payment if:

(a) sewer flooding was caused by:

- exceptional weather conditions
- industrial action by our employees
- your actions
- a defect, inadequacy or blockage in your drains or sewers, or

(b) it is impractical for us to have identified you as being affected, and you did not make a claim within three months following the date of the internal sewer flooding incident

4 External Flooding

Where you are materially affected by effluent escaping from our sewers and entering your land or property, and you make a written claim (to the address in section 12) within three months of the incident, we will make a payment to you. We will pay a sum equal to 50% of the annual sewerage charge, subject to a minimum payment of £75 and a maximum payment of £500 in respect of each incident. We will make this payment within 20 working days of your claim or we will automatically make a further payment of £30 if you are a domestic customer or £50 if you are a business customer.

We are not required to make a payment if:

(a) sewer flooding was caused by:

- exceptional weather conditions
- industrial action by our employees
- your actions
- a defect, inadequacy or blockage in your drains or sewers, or

(b) we have made a payment to you in respect of the same incident for internal flooding, or

(c) you were not materially affected by the incident (see below), or

(d) you have not claimed payment within three months following the date of external sewer flooding incident

In deciding whether you have been materially affected by the incident, we will take into account:

(a) what parts of your land or property the effluent entered

(b) the duration of the flooding

(c) whether the flooding restricted the access to your land or property

(d) whether the flooding restricted the use of your land or property

(e) any other relevant considerations of which we are aware

For both internal and external flooding we will endeavour to provide assistance with removing sewage debris and disinfecting the area affected.

5 Notice of Interruption to Supply

Where the supply of water to you is to be cut off to carry out necessary works we shall, before the supply is cut off, notify you in writing of the time by which the supply will be restored.

Where the supply of water to you has been interrupted or has been shut off to carry out necessary works in an emergency (and notice is not given in accordance with section 60(3) of the Water Industry Act), we shall take all reasonable steps to notify affected customers as soon as is reasonably practicable:

- (a) of the fact that the supply has been interrupted or cut off;
- (b) where an alternative supply may be obtained; and
- (c) of the time by which it is proposed the supply should be restored.

Other than in emergency situations and necessary but unplanned works, if the water supply is cut off for more than 4 hours and we have failed to give notice to you we will, except in the circumstances below, pay you £30, or £50 for non-domestic customers. If we fail to pay this within 10 working days you can claim an additional £30 if you are a domestic customer or £50 if you are a business customer.

The circumstances described above are:

- (a) that industrial action by our employees or the act or default of a person other than an officer, employee or agent of Albion Water or a person acting on behalf of its agent made it impracticable to give the notice at least 48 hours before the water supply was cut off; or
- (b) that it was impractical for us to have identified you as being affected and that the you did not make a claim for payment, whether orally or in writing, under this guarantee within 3 months following the date on which your supply was cut off.

6 Supply Not Duly Restored

This guarantee applies where the supply of water to your premises is interrupted or cut off by us as described in section 11.5. Where this guarantee applies we shall, except in the circumstances described in section 11.5, pay to you (or credit your account) the sum of £30 in the case of domestic premises and £50 for non-domestic customers if:

- (a) the supply of water to the premises is not restored by the time specified for restoration of that supply in a notice given in accordance with section 11.5.
- (b) where the supply is interrupted or cut off in such circumstances as are mentioned in section 11.5 because of a leak or burst in a strategic main, if the supply is not restored within 48 hours from the time when we first became aware of the interruption or the supply was cut off;
- (c) where the supply is interrupted or cut off as mentioned in subsection (b) and there is no leak or burst as is so mentioned, if the supply is not restored within 12 hours from the time when we first became aware of the interruption or the supply was cut off. Where a payment is due to be made or credited to you by virtue of this section we shall, except in the circumstances described below, pay to you or credit your account) a further sum in respect of each further complete period of 24 hours during which the supply remains unrestored of £10 in the case of domestic premises and £25 for non-domestic customers.

The circumstances mentioned above are:

(a) that severe weather conditions or industrial action by our employees or the act or default of a person other than an officer, employee or agent of Albion Water or a person acting on behalf of its agent precluded the restoration of the supply within the relevant period; or

(b) in a case described in the circumstances of (b) or (c) above which were so exceptional that it would be unreasonable to have expected the supply to be restored within the relevant period; or

(c) that it was impractical for us to have identified you as being affected and that you have not made a claim for payment, either orally or in writing, under this guarantee within 3 months following the date on which the supply was cut off.

If we fail to pay this within 10 working days you can claim an additional £30 if you are a domestic customer or £50 if you are a business customer.

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

7 Low Water Pressure

We will maintain a minimum pressure in a communication pipe serving your premises with water at 7 meters static head. At this pressure it should not take longer than 18 seconds to fill a 2-litre container. Where in any period of 28 days the pressure in a communication pipe falls below this level of pressure on 2 occasions lasting more than 1 hour we will, except in the circumstances described below, pay you (or credit your account) the sum of £30.

The exceptions described in this paragraph are:

(a) that a payment under this regulation has already been made to you in respect of the same financial year; or

(b) that it was impractical for us to have identified you as affected and that you have not made a claim for payment, either orally or in writing, under this guarantee within 3 months from the later date of the 2 occasions on which the pressure fell below 10 metres static head; or

(c) that industrial action by our employees or the act or default of a person other than an officer, employee or agent of Albion Water or a person acting on behalf of its agents made it impracticable to maintain the minimum pressure referred to in the first paragraph; or

(d) for non-potable water where an alternative site specific minimum pressure has been communicated to our customers (e.g. on bills).

This regulation does not apply where the pressure falls below the minimum pressure referred to in this section, in connection with the carrying out of necessary maintenance works or because of drought.

8 Restrictions on Use

This guarantee applies where we issue you with a 'Restriction of Use Notice' after we have become aware of an actual water quality problem. Where this guarantee applies we shall, except in the circumstances described below, pay to you (or credit your account) the sum of £30, each time it happens.

The circumstances in this paragraph are:

(a) that it was impractical for us to have identified you as affected and that you have not made a claim for payment, either orally or in writing, under this guarantee within 3 months from the date of the Restriction of Use Notice; or

(b) that it was necessary to issue the Restriction of Use Notice as a result of severe weather conditions, industrial action by our employees or the act or default of a person other than an officer, employee or agent of Albion Water or a person acting on behalf of its agents.

9 Working in the Street

Except in emergencies we will always try to carry out work in the street so that access to individual properties is not blocked. Where this cannot be avoided, we will agree with you in advance times when work will be carried out. If we do not keep to these times, we will pay you £10. We are not required to make a payment if we fail to meet this standard because of circumstances outside our reasonable control, e.g. exceptional weather conditions, strikes or actions of third parties.

10 Money Paid in Error

If we discover that over a period of time a customer has wrongly paid money for a service not provided (e.g. for sewerage services when a property is not connected to our sewers), we will refund all money paid in the 6 years before the mistake is discovered or the period during which we were appointed as undertaker, whichever the shorter, together with interest if the period in question is longer than 12 months.

11 Direct Debits

If we make an error in the handling of a Direct Debit payment, we will refund on proof of any bank charges incurred or financial loss.

12 Receipts

Where you request a receipt for cheques paid to us, we will pay you £10 if we do not despatch one within 5 working days of receipt. We are not required to make a payment if we fail to meet this standard because of circumstances outside our reasonable control, e.g. exceptional weather conditions, strikes or actions of third parties.

13 Court Claims

If we make an error or omission which causes a Court Claim to be issued against you erroneously for non-payment of charges, we will pay you £100.

14 Access to Private Property

If we fail to consult over access to your private property where rights of access do not already exist, we will pay you £25.

15 Exceptions

If you owe us money and the debt has been outstanding for more than six weeks at the time when a payment is due to you under this Scheme, any payment will normally be credited to your account. We will notify you in writing that we have done this.

Your legal rights to take action for any loss or damage suffered are not affected by payments under this Scheme. Payments do not constitute an admission of liability on our part.

Any dispute regarding your right to a payment may be referred to Ofwat for a binding determination.

Payments in the event of drought

If we have to impose a drought order we will pay (or credit your account):

- £10 per day for household customers up to a maximum of our average household bill for the previous year
- £50 per day for non-household customer up to a maximum equal to the water charge paid by the customer in the previous year, if the customer has not paid a full year's water charges or a third party is responsible for the water charges, the maximum is set at £500