

Our guarantees to you

Customer Guarantee Scheme



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1 Commencement and application

This scheme which may be referred to as the Thames Water Customer Guarantee Scheme satisfies and in some cases exceeds the standards set out in the Water Supply and Sewerage Services (Customer Service Standards) Regulations, known as the Guaranteed Standards of Service, shall come into effect on 1st December 2008.

2 Interpretation

In this scheme:

“the 1991 Act” means the Water Industry Act 1991. “consumer” in relation to a supply of water provided by Thames Water means the person who is for the time being the person on whom liability to pay charges to Thames Water in respect of that supply of water would fall.

“customer” includes:

- (a) a potential customer, and
- (b) an occupier of any premises where the supply of water or wastewater services to those premises is the subject of a separate charge by Thames Water for which a person other than the occupier is liable to Thames Water, but
 - (i) nothing in this scheme shall require Thames Water to give notice to more than one person in respect of the same premises or to make a payment 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
 - (ii) nothing in, or done by Thames Water in consequence of, this scheme shall determine who is beneficially entitled to any payment made or amount credited in pursuance of this scheme;

“domestic premises” means premises used wholly or partly as a dwelling or intended for such use;

“Restriction of use Notice” means a written notice from Thames Water advising the customer that due to known water quality problems (which have not been caused by the customer), the customer should not use the water for specified purposes (or at all) or boil water before using it;

“Special Assistance Register” means a register giving details of customers who have registered with us for additional services because of their disability or personal circumstances;

“Additional Assistance” means the range of services offered to assist customers who are disabled or have specific personal requirements. For example, large print, Braille, Minicom, or help during supply interruptions;

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

“Thames Water” means Thames Water Utilities Limited;

“working day” means any day which is not a public holiday or Saturday or Sunday.

3 Keeping appointments

- (1) This guarantee applies where Thames Water gives notice to a customer, either in writing or orally, that an agreed appointment has been made for its representative to visit the customer's premises on a specified date ('the appointed day') being a visit in connection with the provision of supplies of water or, as the case may be, of wastewater services which requires access to be afforded to the representative or for which it would otherwise be reasonable to expect the customer or a person acting on his behalf to be present on the premises.

In some circumstances, such as if there is flooding at your premises or if there is a disruption to your water or wastewater services, an agreed appointment may not be appropriate and may delay our attendance. In these circumstances we aim to respond as quickly as possible and within our emergency response times.

- (2) Where this guarantee applies, the notice referred to in paragraph (1) shall:
- (a) specify whether the visit will be made not later than 1.00pm or after 1.00pm on the appointed day; or
 - (b) specify a time the visit will be made;
 - (c) specify a 2 hour time band within which the visit will be made.
- (3) Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph 4, pay to the customer (or credit his account) the sum of £50 if:
- (a) the notice given by Thames Water does not comply with paragraph (2); or
 - (b) a visit is not made on the appointed day; or
 - (c) a visit was made but not at the specific time given and was made more than 15 minutes either side of the specific time given; or
 - (d) a visit is made outside the 2 hour time band specified; or
 - (e) a visit is not made before or, as the case may be, after 1:00pm on the appointed day as specified in the notification.
- (4) The circumstances mentioned in paragraph (3) are:
- (a) that the customer has cancelled the appointment, or
 - (b) that Thames Water has cancelled the appointment by giving the customer not less than 24 hours notice (whether orally or in writing) of cancellation; or

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- (c) that it was impractical to make the visit on the appointed day because of
 - (i) severe weather conditions; or
 - (ii) industrial action by Thames Water's employees; or
 - (iii) the act or default of a person other than an officer, employee or agent of Thames Water or person acting on behalf of its agent; and these conditions or that action, act or default could not reasonably have been foreseen by Thames Water sufficiently early to enable it to cancel the appointment in accordance with subparagraph (b) or to make suitable alternative arrangements to fulfil it.

 - (5) For the purpose of this guarantee, where Thames Water holds a record signed by a representative who is instructed to make the visit that the visit was made on the appointed day, and is either:
 - (a) not later than or, as the case may be, after 1.00pm as specified in the notice; or
 - (b) not more than 15 minutes either side of the specific time given; or
 - (c) within the 2 hour time band specified; that visit shall be regarded as having been made unless the customer establishes that the record is incorrect.

4 Account queries and requests about payment arrangements

- (1) This guarantee applies where a customer queries in writing the correctness of an account presented to him by Thames Water for the supply of water or wastewater services to his premises ('a query') or where a customer asks in writing to change the arrangements by which he makes payments to Thames Water.
- (2) Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his account) the sum of £30 if Thames Water fails:
 - (a) in the case of a query, to dispatch a substantive reply to the customer within 10 working days from the date of receipt of the query;
 - (b) where the customer asks to change the arrangements by which he makes payments and that request cannot be met, to dispatch a substantive reply to the customer within 5 working days from the date of receipt of the request.
- (3) The circumstances mentioned in paragraph (2) are:
 - (a) that the customer has informed Thames Water that he does not wish to pursue his query or request; or
 - (b) in the case of a query, that severe weather conditions made it impractical to make a visit reasonably required, in Thames Water's opinion, for the purpose of replying; or
 - (c) that industrial action by Thames Water's employees or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to dispatch such a reply within the relevant period; or
 - (d) that the query or request was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for queries or requests of that nature; or in the case of the query, that the query is frivolous or vexatious.
- (4) References in this guarantee to the arrangements by which a customer makes payments include references to arrangements for payments by instalment, and references to a change in such arrangements include references to a change in the frequency of payments.

5 Complaints about water and wastewater services

- (1) This guarantee applies where a customer complains in writing:
 - (a) to Thames Water in connection with the supply of water;
 - (b) to Thames Water in connection with the provision of wastewater services.

- (2) Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his account) the sum of £30 if Thames Water fails to send a substantive reply to the customer within 10 working days from the receipt of the complaint.

- (3) The circumstances described in this paragraph are:
 - (a) that the customer has informed Thames Water that he does not wish to pursue his complaint; or
 - (b) that industrial action by Thames Water's employees or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to dispatch a reply within the relevant period mentioned in paragraph (2); or
 - (c) that the complaint was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for complaints of that nature; or
 - (d) that the complaint is frivolous or vexatious.

6 Services for customers requiring additional assistance

- (1) This guarantee applies where a customer:
 - (a) has made a written enquiry about our Special Assistance Register or
 - (b) has made a written application for additional assistance.

- (2) Where this guarantee applies, Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit his account), the sum of £20 if Thames Water fails:
 - (a) in the circumstances described in paragraph(1)(a), to dispatch a substantive reply to the enquiry within 5 working days of receipt; and
 - (b) in the circumstances described in paragraph (1) (b), to dispatch within five working days of receiving the application, confirmation as to whether or not the customer has been added to the Special Assistance Register.

- (3) The circumstances described in this paragraph are:
 - (a) that the customer has informed Thames Water that he does not wish to pursue his enquiry or application; or
 - (b) that industrial action by Thames Water's employees or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to dispatch a reply within the relevant period mentioned in paragraph (2); or
 - (c) that the enquiry or request was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for enquiries or requests of this nature;

7 Flooding from sewers

- (1) Effluent from a sewer which is vested in Thames Water shall not escape onto a customer's land and shall not enter a customer's building.
- (2) Where effluent from a sewer which is vested in Thames Water does escape onto a customer's land but does not enter a customer's building, Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer or credit his account) in respect of each such incident whichever is the lesser of:
 - (a) a sum equal to half of the wastewater charges payable by him to Thames Water for the financial year in which the incident occurs (subject to a minimum payment of £75); or
 - (b) a sum of £500.
- (3) The circumstances described in this paragraph are:
 - (a) that the customer has not suffered any damage, financial loss or (in the opinion of Thames Water) serious loss of amenity in respect of the incident; or
 - (b) that the escape of the effluent was caused by one or more of the following:
 - i) exceptional weather conditions;
 - ii) industrial action by Thames Water employees;
 - iii) the actions of the customer or any defect, inadequacy or blockage in his drains or sewers; or
 - (c) that the customer has not made a claim, either in writing or orally, for a payment under this guarantee within 3 months following the date on which the effluent escaped onto his land.
- (4) Where effluent from a sewer which is vested in Thames Water does enter a customer's building, Thames Water shall, except in the circumstances described in paragraph (5), pay to the customer (or credit his account), in respect of each such incident whichever is the lesser of:
 - (a) a sum equal to the wastewater charges payable by him to Thames Water for the financial year in which the incident occurs (subject to a minimum payment of £150); or
 - (b) a sum of £1000.

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- (5) The circumstances described in this paragraph are:
- (a) that the escape of the effluent was caused by one or more of the following:
 - (i) exceptional weather conditions;
 - (ii) industrial action by Thames Water employees;
 - (iii) the actions of the customer or any defect, inadequacy or blockage in his drains or sewers; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within 3 months following the date on which the flooding occurred.
- (6) For the purposes of this guarantee:
- (a) 'building' includes a space beneath a suspended floor of a building;
 - (b) effluent shall not be treated as entering a building while it is in a drain or sewer.

8 Notice of interruption of supply

- (1) Where the supply of water to premises is to be cut off to carry out necessary works in circumstances in which Thames Water is required by Section 60(3) of the 1991 Act to give the consumer notice of the proposal for carrying out the works, Thames Water shall, before the supply is cut off, notify the affected consumer in writing of the time by which the supply will be restored.
- (2) Where the supply of water to premises 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 1991 Act), Thames Water 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;
 - (c) of the time by which it is proposed the supply should be restored; and
 - (d) of the telephone number of an office from which further information may be obtained.
- (3) Where the supply of water to premises is cut off as described in paragraph(1) for more than 4 hours and Thames Water fails to give the notice referred to in that paragraph at least 48 hours before the supply is cut off, Thames Water shall, except in the circumstance described in paragraph (4), pay to the affected customer (or credit to his account) the sum of £30 in the case of domestic premises and £50 in any other case.
- (4) The circumstances described in this paragraph are:
 - (a) that industrial action by employees of Thames Water or the act or default of a person other than an officer, employee or agent of Thames 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 Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, whether orally or in writing, under this guarantee within 3 months following the date on which the supply was cut off.

9 Entitlement to a payment or a credit where supply not duly restored

- (1) This guarantee applies where the supply of water to a customer's premises is interrupted or cut off by Thames Water as described in section 8, 'notice of interruption of supply'.
- (2) Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (4), pay to the customer (or credit to his account) the sum of £30 in the case of domestic premises and £50 in any other case:
 - (a) if 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 8 (1);
 - (b) where the supply is interrupted or cut off in such circumstances as are mentioned in section 8 (2) because of a leak or burst in a strategic main, if the supply is not restored within 48 hours from the time when Thames Water first became aware of the interruption or the supply was cut off;
 - (c) where the supply is interrupted or cut off as mentioned in subparagraph (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 Thames Water first became aware of the interruption or the supply was cut off.
- (3) Where a payment is due to be made or credited to a customer by virtue of paragraph (2), Thames Water shall, except in the circumstances described in paragraph (4), pay to that customer or credit to his 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 in any other case.

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- (4) The circumstances mentioned in paragraph (2) are:
- (a) that severe weather conditions or industrial action by the employees of Thames Water or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent precluded the restoration of the supply within the relevant period; or
 - (b) in a case described in paragraph 2 (b) or (c) circumstances which were so exceptional that it would be unreasonable to have expected the supply to be restored within the relevant period; or
 - (c) that it was impractical for Thames Water to have identified the customer as affected and that the customer has 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.
- (5) This guarantee does not apply where a supply is interrupted or cut off because of drought.

10 Low water pressure

- (1) Thames Water shall maintain a minimum pressure of water in a communication pipe serving a customer's premises supplied with water of 7 metres static head.
- (2) Where in any period of 28 days the pressure in a communication pipe falls below 7 metres head of pressure on 2 occasions lasting not less than 1 hour Thames Water will, except in the circumstances described in paragraph (3), pay to the customer (or credit to his account) the sum of £30.
- (3) The circumstances described in this paragraph are:
 - (a) that a payment under this regulation has already been made to the customer in respect of the same financial year; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has 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 7 metres static head; or
 - (c) that industrial action by the employees of Thames Water or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agents made it impracticable to maintain the minimum pressure referred to in paragraph (1).
- (4) This regulation does not apply where the pressure falls below the minimum pressure referred to in paragraph (1) in connection with the carrying out of necessary works or because of drought.
- (5) In this regulation, "communication pipe" means:
 - (a) where the premises supplied with water abut on the part of the street in which the undertaker's water main is laid, and the service pipe:
 - (i) enters those premises otherwise than through the outer wall of a building abutting on the street; and
 - (ii) has a stopcock placed in those premises and as near to the boundary of that street as is reasonably practical so much of the service pipe as lies between the water main and that stopcock;
 - (b) in any other case, so much of the service pipe as lies between the water main and the boundary of the street in which the water main is laid.

11 Restriction of Use Notices

- (1) This guarantee applies where Thames Water issues a customer with a 'Restriction of Use Notice' after it has become aware of an actual water quality problem.
- (2) Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his account) the sum of £30, each time it happens.
- (3) The circumstances in this paragraph are:
 - (a) that it was impractical for Thames Water to have identified the customer as affected and that the customer has 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 employees of Thames Water or the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agents.

12 Payments and credits

- (1) Where Thames Water is required to make a payment to a customer or to credit a sum to his account, Thames Water shall make the appropriate payment or, as the case may be, credit the customer's account:
 - (a) in the case of guarantees covered in sections 3, 4, 5 & 6 within 10 working days of the sum becoming payable;
 - or
 - (b) in the case of guarantees covered in sections 7, 8, 9 & 11 within 20 working days of the sum becoming payable.
- (2) Where Thames Water fails to make a payment or credit a sum in accordance with sub-paragraph (1)(a) Thames Water shall pay to the customer (or credit to his account) a further sum of £10 automatically.
- (3) Where Thames Water fails to make a payment or credit a sum in accordance with sub-paragraph (1)(b) without the customer making a claim for payment, Thames Water shall pay to the customer (or credit to his account) a further sum as follows:
 - (a) where the additional payment relates to domestic premises a further sum of £20 is payable;
 - (b) in all other cases the sum of £50 is payable.

13 Notice of rights to be given to customers

- (1) Thames Water will at least once in every financial year provide every customer to whom it presents an account in that year with a detailed statement of the rights provided by this scheme.
- (2) Where Thames Water is aware that accounts presented to a customer cover the supply of water or wastewater services to other customers, it will supply the customer with sufficient further copies of the statement referred to in paragraph (1) to enable him to give a copy to each of those other customers, or to send a copy to each of those other customers directly.

14 Entitlement to payment where customers are in arrears

- (1) If at the material time a customer owes money to Thames Water and the debt has been outstanding for more than 6 weeks, any payment from Thames Water to which the customer is entitled under these guarantees shall, to the extent that it does not exceed the amount so owed, be made by way of a credit to his account.
- (2) In this regulation, the 'material time' means:
 - (a) in relation to any payment under guarantees covered in sections 3, 4, 5 and 6, the time when the payment becomes payable; or
 - (b) in relation to any other payment, the time when the customer makes a written or oral claim for payment.

15 Payments not to affect other legal liabilities

The making of a payment by Thames Water to a customer in consequence of a claim or potential claim for a payment under this scheme shall not constitute an admission by Thames Water of any liability other than an obligation to comply with this scheme, and the Water Supply and Sewerage Services (Customer Service Standards) Regulations 1989 (as amended) and the acceptance by a customer of a payment or credit made in consequence of this scheme shall not affect any liability of Thames Water to the customer other than its liability under this scheme and the said regulations.

16 References of disputes to Ofwat

- (1) Where a dispute arises between Thames Water and a customer as to the right of the customer to a payment or credit under this scheme, the matter may be referred to Ofwat by either party for determination.
- (2) The parties to a dispute which is referred to Ofwat shall furnish such evidence or information as he may reasonably require to enable Ofwat to determine the dispute.
- (3) Where following a determination by Ofwat under this clause, Thames Water fails to give effect to the determination, the customer may off-set the amount in question against any liability which he has to Thames Water.

17 How to make a claim

If you wish to make a claim under the above scheme, please write to:

Thames Water
Customer Services (Guarantee Scheme)
PO Box 436
Swindon
SN38 1TU

or telephone 0845 9200 800

Getting in touch with us

Online www.thameswater.co.uk

We offer a range of online services:

Make a payment, tell us you're moving, find water-saving tips, request a meter, and more.

By telephone

Billing

0845 9200 888

Minicom service if you are deaf or hard of hearing:
0845 7200 899

We have a wide range of self-service options available 24 hours a day, including:

- Pay your bill with a debit or credit card and hear your balance
- Set up a Direct Debit or payment plan
- Provide a meter reading or request a meter

For queries relating to the payment of your bill, change of address, meter readings and other billing queries, you can speak with our Customer Service Team.

Monday to Friday 8am to 8pm

Saturday 8am to 1pm

Water and Wastewater Services

0845 9200 800

Minicom service if you are deaf or hard of hearing:
0845 7200 898

- For water and wastewater enquiries
- For emergencies
- Other non-billing enquiries

To contact us from abroad +44 1793 366011

By post

Thames Water, PO Box 286, Swindon, SN38 2RA

This leaflet can be supplied in Braille, large print or audio tape upon request.