

Thames Water Utilities Limited (TWUL)

Published date: 1 February 2018

Effective date: 1 April 2018

Version 1.0

Charges schemes 2018 -19

**End-user household charges and
Infrastructure charges for the supply
of water and wastewater services**



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INTRODUCTION

These 2018-19 Charges Schemes comply with Ofwat's Charges Scheme Rules. They do not cover charges raised under agreements. The booklet should be read in conjunction with the accompanying Schedule(s) of Charges, which form part of the Charges Schemes.

WATER SUPPLY CHARGES SCHEME 2018

- 1 This scheme, which revokes all previous Water Supply Charges Schemes made by Thames Water and which may be referred to as the Thames Water Utilities Limited Water Supply Charges Scheme 2018, is made by Thames Water under Section 143 of the Act and shall operate from 1 April 2018 until 31 March 2019 inclusive.

Interpretation

- 2 (1) Subject to sub-clause (2), the Interpretation Act 1978 shall have effect for the interpretation of this scheme as it has effect for the interpretation of an Act of Parliament.

(2) In this scheme, unless the context otherwise requires:

“the Act”

means the Water Industry Act 1991 including any statutory amendments whether made before or after the date of this scheme;

“assessed household charge”

means a fixed charge, split into bands, which relates either to a single occupier or the number of bedrooms in a house. This is set out in the Charges Schedule;

“billing period”

means a period of time determined at the discretion of Thames Water and in respect of which Thames Water may submit a bill to the consumer for any charges made under this scheme in respect of specified premises;

“Charges Schedule”

means the schedule of charges fixed by Thames Water for the financial year 2018-19, which forms part of this scheme;

“charging area”

means an area determined by Thames Water to reflect in its charges the differences in the average use of the service for various types of house and broad variations in net annual value for similar properties throughout the water supply area of Thames Water;

“consumer”

means the person who is for the time being, the person on whom the liability to pay charges to Thames Water in respect of a supply of water would fall;

“customer”

means a person supplied, or about to be supplied, with water by Thames Water;

“domestic garage, car space or store area”

means any garage, car space or store area used wholly or partly as a domestic garage, car space or store area or intended for such use;

“the due date”

means a date which is 50 calendar days after the service of a Measured Charges Notice on Thames Water;

“house”

means a dwellinghouse, whether a private dwellinghouse or not, and includes any part of a building if that part is occupied as a separate dwellinghouse;

“the Licence”

means the Instrument of Appointment dated August 1989 under Sections 11 and 14 of the Water Act 1989 whereby the Secretary of State for the Environment appointed Thames Water as the water undertaker and the sewerage (wastewater) undertaker for the areas respectively described therein, and includes any amendments whether made before or after the date of this scheme;

“Measured Charges Notice”

means a written notice served on Thames Water under the provisions of Section 144A of the Act. Thames Water provides an application form for this purpose and the completed application form will constitute the Measured Charges Notice. Thames Water will also accept a letter from the consumer which states that the consumer requires charges for a water supply to be fixed by reference to the volume of water supplied;

“no access charge”

means a charge that is applied to consumers where the customer or consumer has denied Thames Water access for the purpose of fitting, maintaining, replacing or reading a meter;

“the Regulations”

means the Water (Meters) Regulations 1988 (S.I. 1988(1048)) as amended;

“service pipe”

means a service pipe within the meaning given in the Act;

“Thames Water”

means Thames Water Utilities Limited;

“valuation list”

means the last valuation list published under Part V of the General Rate Act 1967 (including any published amendments);

“Vulnerable customer”

means any customer who comes within a class of persons prescribed by any Regulations made under sub-section 143A(3) of the Act. Thames Water’s arrangements for implementing any such Regulations are described in the document headed “Provisions Under Regulations To Protect Vulnerable Customers under the WaterSure Scheme”;

“WaterSure Plus”

means the reduced tariff for eligible consumers which is referred to in clause 15 and applies to charges payable under clauses 4 and 5. This tariff is set at 50 % of the charges that are payable under clauses 4 and 5 by consumers who are not eligible for WaterSure Plus;

“WaterSure tariff”

means the maximum charge that a Vulnerable customer can be obliged to pay and which is set out in the Charges Schedule.

General

- 3 (1) It is intended that the charges to be made under this scheme will, with any other relevant sources of revenue, provide the income necessary to finance the water supply function of Thames Water. These charges shall be fixed with due regard to the principles laid down in the Act and in Condition E of the Licence.

(2) The charges under this scheme are levied in accordance with the provisions of the Act and the Licence and any taxes (including VAT) imposed by law on the making of such charges shall be recoverable in addition to such charges.

Charges for unmetered supplies

- 4 (1) Subject to the succeeding provisions of this scheme, there shall be payable to Thames Water in respect of each unmetered supply of water, an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below, PROVIDED ALWAYS that where a consumer has exercised a statutory right to elect for charging by reference to volume and Thames Water has determined that fitting a meter would either not be reasonably practicable or incur unreasonable expense, the amount payable for supplies to a house under this sub-clause 4(1) shall be the assessed household charge.

(a) Rate based charge

The amounts in the pound shown in the Charges Schedule multiplied by the net annual value of the premises.

(b) Graduated fixed charge

(i) In the case of each service pipe providing a supply to premises other than a house, a graduated fixed charge, the amount of which is shown in the Charges Schedule, fixed by reference to the size of the relevant service pipe (including where appropriate a notional pipe size).

(ii) In the case of each service pipe providing a supply to a house, a fixed charge, the amount of which is shown in the Charges Schedule, fixed by reference to a pipe size of up to 15mm.

Such a fixed charge will apply only in respect of premises with a net annual value (or a notional net annual value fixed under sub-clause (5) as the case may be) equal to or exceeding £50.

(2) The amount in the pound fixed annually by Thames Water for the purpose of sub-clause (1)(a) is different for each charging area.

(3) Subject to the following provisions of this clause, for the purposes of any rate based charge the net annual value of any premises (or the rateable value so appearing in any case where a rateable value but no net annual value appears) shall be taken to be that value which appeared in the last published valuation list.

(4) In the absence of such information and until such time as the information is received, Thames Water will apply a default value based on their best estimate in the light of whatever relevant information is reasonably available.

(5) In the case of premises not appearing in the valuation list or having no value appearing therein, any rate based charge shall be based on a notional net annual value which shall be determined by Thames Water and may be revised by them. The notional net annual value shall be determined by reference to properties on the valuation list of a similar size and in the same charging area. It will be based on information provided to Thames Water by the consumer. In the absence of such information and until such time as the information is received, Thames Water will apply a default value based on their best estimate in the light of whatever relevant information is reasonably available.

(6) Unless Thames Water otherwise agrees, where there is communication otherwise than by a highway, between buildings or parts of buildings in the occupation of the same customer, those buildings or parts of buildings shall be treated, for the purpose of charging the rate based charge, as one building having a net annual value equal to the aggregate of their net annual values.

(7) Except where they are served by a metered supply, charges for each domestic garage, car space or storage area shall be payable as a single annual charge as shown in the Charges Schedule.

(8) Where two or more houses or other premises in the occupation of different customers are supplied with water by a common pipe, the consumer in respect of each of them shall be liable to pay the same water supply charges for the supply as he would have been liable to pay if it had been supplied with water by a separate pipe.

(9) Where the occupier of any premises ("the occupied premises") which do not receive a supply of water direct from Thames Water, has the right to use a supply of water in other premises (which is not charged for by Thames Water on a metered basis) by virtue of his occupation of the occupied premises, there shall be payable to Thames Water in respect of the occupied premises a sum calculated in accordance with the preceding provisions of this clause.

(10) Where an unmetered supply is used for the purposes of building or construction, a charge shall be payable to Thames Water, the amount of which is shown in the Charges Schedule. Such charge shall be in addition to any other charges payable under this clause 4.

Charges for metered supplies

- 5 (1) There shall be payable to Thames Water in respect of water supplied to a customer by meter, an amount equal to the sum of the following charges: the volume charge in (a) below; plus the graduated fixed charge in (b) below; PROVIDED ALWAYS and subject to the provisions of sub-clause 15(4) that where the customer is a Vulnerable Customer, the maximum amount payable under this sub-clause 5(1) shall be the WaterSure Tariff as administered under the WaterSure Scheme.
- (a) Volume charge - The amount produced by multiplying the volume of water supplied as measured by the meter or as estimated (where estimates are permitted under this Charges Scheme) by a rate per cubic metre as shown in the Charges Schedule.
- (b) Graduated fixed charge - A graduated fixed charge in respect of each pipe which is used for the water supply to the customer, the amount of which is shown in the Charges Schedule.

Meter testing

- 6 Where a consumer requires Thames Water to test a meter, a charge for testing will only be made if the test proves that the meter is recording within the tolerances referred to in the Regulations and will not exceed any charges prescribed by the Regulations.

Other charges

- 7 (1) For services performed, facilities provided or rights made available in pursuance of the water supply function of Thames Water, other than

those referred to above, Thames Water may fix such charges to be payable by persons in receipt of or benefiting from such services, facilities or rights as appear to Thames Water to be appropriate having regard to cost and such supplementary charges, if any, as may in the opinion of Thames Water be necessary to comply with any statutory orders, directions, undertakings, determinations or similar obligations affecting Thames Water.

(2) Without prejudice to the generality of sub-clause (1) and its ability to fix further charges some other charges which have already been fixed by Thames Water are shown in the Charges Schedule.

Meter option

Measured Charges Notice

8 (1) In lieu of the rate based charges and fixed charge otherwise payable in accordance with clause 4, a consumer has the right to opt to take and pay for a supply of water by meter on the terms contained in clause 5. Where a consumer exercises this right, a meter will be installed free of charge subject to the following provisions of this clause.

(2) The consumer may exercise this option by serving a Measured Charges Notice on Thames Water at any time in respect of premises in which, or in any part of which, a person has his home. The notice must be in writing and identify the premises in question. Thames Water will consider such a notice has been received on the day when a copy is received by its Customer Centre at PO Box 286, Swindon SN38 2RA.

(3) The consumer will become liable to pay charges under clause 5 from the date a meter has been fitted pursuant to a Measured Charges Notice.

(4) Subject to sub-clause (5), the meter will be fitted by the due date. Where it is not, the consumer's only liability to pay charges under this scheme from the date we receive the Measured Charges Notice until the date the meter has been fitted will be in respect of charges under sub-clause 5(1) (b).

(5) Sub-clause (4) will not apply where the meter has not been fitted for any of the following reasons:

- (i) it is not reasonably practicable to fit a meter. It will normally be regarded as reasonably practicable if the whole of the customer's supply can be controlled by a single meter and if there is an easily accessible length of pipe close to the point where the pipe enters the property. In some cases (particularly in flats) the installation of a second meter will be considered subject to sub-clause 8(5) (ii).
- (ii) fitting a meter would incur Thames Water in unreasonable expense. In some cases, it may be regarded as unreasonably expensive if it is necessary to fit more than one meter, or make any alterations to the pipework. The

cost of any reasonable reinstatement will be regarded as falling within reasonable expense.

- (iii) delays caused by the consumer or customer, including, but not limited to, non attendance at pre-arranged appointments.
- (iv) delays caused by the consumer or customer, including, but not limited to, non attendance at pre-arranged appointments, or a request by the consumer or customer to fit the meter at a later date.

Any dispute as to whether fitting a meter is impracticable or unreasonably expensive may be referred to the Water Services Regulation Authority by the consumer or by Thames Water for a decision.

(6) Thames Water will select the location of the water meter. Our preferred location is outside the home. This is so we can easily read the meter without having to disturb the consumer. Where the consumer requests that the meter be fitted in an alternative location, Thames Water may at its discretion comply with such a request, in which case the consumer must first pay any additional costs that this will incur.

Notice to pay the assessed household charge

(7) (a) This sub-clause applies where a meter has not been fitted because it has not been reasonably practicable or would have involved Thames Water in unreasonable expense.

(b) Where this sub-clause applies the consumer may give written notice to Thames Water that he wishes to pay the assessed household charge, for the supply of water provided by Thames Water. Subject to paragraph 8(7) (c) below the consumer's liability to pay on this basis shall commence on the date Thames Water receives the written notice.

(c) The customer's written notice under sub-clause 8(7)(b) above must be received by Thames Water within ninety days of whichever is the later of:

- (i) the date on which the customer received written notification from Thames Water that fitting a meter is not reasonably practicable or would incur Thames Water in unreasonable expense; or
- (ii) the date on which any dispute referred to the Water services Regulation Authority under Sub-clause 8(5) is determined.

(8) Calculation of assessed household charge

(a) The assessed household charge will be calculated by reference to information provided to Thames Water by the consumer completing and returning a questionnaire provided by Thames Water. Where no such information is forthcoming, then Thames Water reserves the right to transfer the consumer to band 5 of the assessed household

charge. If, at a later date, the correct information is supplied, the account will be amended from the date the correct information is received by Thames Water, but no amendment will be made for any period prior to receipt of the information.

(9) Reversion

- (a) This sub-clause applies where either the conditions in paragraph c) of this sub-clause or the conditions in paragraph d) of this sub-clause are satisfied in relation to premises in respect of which either a Measured Charges Notice or a notice under sub-clause 8(7) (both of which will be referred to as "relevant notice" for the purposes of this sub-clause) has been served on Thames Water.
- (b) Where this sub-clause applies, the consumer may revoke the relevant notice at any time before the later of
 - (i) the end of the period of twelve months beginning with the day on which either the supply began to be measured by volume for charging purposes or the day on which Thames Water received the consumer's notice under sub-clause 8(7); or
 - (ii) within one month of receiving the second bill based on the volume of water supplied as measured by the meter.

The consumer will not be allowed to revoke a Measured Charges Notice after such period. All meters fitted pursuant to a Measured Charges Notice will be the property of Thames Water and must remain in situ even after the valid revocation of a Measured Charges Notice, as they will be used as the basis of charging subsequent occupiers.

- (c) The conditions in this paragraph are:
 - (i) that the person who gave the notice had not given any previous notice in relation to the premises, and
 - (ii) that he remains the consumer in respect of the premises.
- (d) The conditions in this paragraph are:
 - (i) that the person who gave the notice has, since the notice was given, ceased to be the consumer in respect of the premises,
 - (ii) that neither he nor the person who has become the consumer had given any previous notice in respect of the premises, and
 - (iii) that any person who was in occupation of the premises when the notice was given remains in occupation.
- (e) Where a relevant notice has been revoked, Thames Water must:

- (i) if reasonably practicable before the end of the period of twelve months referred to in paragraph b) of this sub-clause,
 - or
 - (ii) in any other case, as soon as is reasonably practicable after the end of that period, revert to fixing the charges for the supply without reference to either the volume of water supplied or the assessed household charge.
- (f) Revocation of a Measured Charges Notice will not affect Thames Water's ability to carry out progressive metering under clause 9.

Progressive metering

- 9 (1) (a) Thames Water may at its discretion resolve at any time that consumers may be required (upon not less than twenty eight days notice in writing being given to the consumer) to take and pay for such water on the terms contained in clause 5 of this Scheme PROVIDED ALWAYS that Thames Water may not begin to fix charges by reference to volume in respect of those premises described in paragraph b) of this sub-clause unless the consumer has either:
- (i) served a Measured Charges Notice on Thames Water which has not been revoked, or
 - (ii) consented to the charge in respect of the premises being so fixed (in which case he will have the same reversion rights set out in sub-clause, 8(10) above for a twelve month period from the date of such consent) which consent has not been revoked
- (b) this paragraph applies where
- (i) water is supplied to any premises in which, or in any part of which, a person has his home,
 - (ii) there has been a change in the occupation of the premises and unmeasured charges have been demanded from the person who has become the consumer,
 - (iii) any conditions which may have been prescribed under Section 144B of the Act are satisfied in relation to the premises PROVIDED ALWAYS that where the prescribed condition relates to houses which are in an area determined to be an area of serious water stress for the purposes of the Water Industry (Prescribed Conditions) Regulations 1999 (as amended) and which have been fitted with a meter under a programme for the fixing of charges by reference to volume as specified in Thames Water's water resources management plan published under section 378(8)(a) of the Act, the provisions of sub-clause 9(5) shall apply.

(2) Where Thames Water has attempted under the provisions of this clause 9 to meter a house that is already receiving a supply of water from Thames Water, or has attempted to maintain, replace or read a meter which serves an existing metered customer, and the consumer or the customer has denied access to Thames Water; Thames Water reserves the right to transfer the consumer to the no access charge.

(3) Without prejudice to the provisions of sub-clause (1), it is the policy of Thames Water to fix charges by reference to volume in respect of premises:

- (a) which have never previously been connected to one of Thames Water's mains (including separate units created by converting existing premises), or
- (b) which use water supplied by Thames Water for the automatic replenishment of a swimming pool with a capacity greater than 10,000 litres, or
- (c) which use water supplied by Thames Water for watering a garden, other than by hand, by means of any apparatus, or
- (d) which are not used solely as a persons home and the other use is the principal use of the premises (including, without limitation, residential homes for the elderly and similar premises)
- (e) where there has been a change of occupation and no charges have yet been demanded from the person who has become the consumer and in any event, Thames Water will install a meter, if practicable and not unreasonably expensive, free of charge at any commercial premises which is not already metered, when requested so to do by the consumer.

(4) Where a meter has been installed by Thames Water at any premises (including any meter not previously used for charging purposes) and there has been a change of occupier, subsequent occupiers of the premises taking the supply of water will be liable to take and pay for such supply on the terms contained in clause 5 of this Scheme.

(5) Where this sub-clause applies:

- (a) Thames Water will advise the consumer by letter (the activation letter) when it has taken an initial reading of the meter. Thereafter, Thames Water may send to the consumer, at intervals to be determined by Thames Water, letters (bill comparison letters) which compare the charges payable by the consumer with the charges that would be payable if the consumer was paying by reference to volume.
- (b) Except where paragraph 9(5)(c) or 9(5)(d) applies, the consumer will become liable to pay charges by reference to volume not less than one year after the date of the activation letter PROVIDED ALWAYS that:

- (i) this is without prejudice to the consumer's right to serve a Measured Charges Notice before this time; and
 - (ii) Thames Water will advise the consumer by letter at least twenty eight days before his liability to pay charges by reference to volume will commence.
- (c) Where the consumer serves a Measured Charges Notice, within twelve months of the date of the activation letter he may choose to pay charges by reference to volume with effect from the date of the activation letter within twelve months of the date of the activation letter. The consumer may exercise this option by visiting thameswater.co.uk/contactus, or contacting Thames Water's Customer Centre at PO Box 286, Swindon, SN38 2RA
- (d) Where Thames Water has advised the consumer by letter that they have not fitted a meter because it is not reasonably practicable to do so, or because it would involve unreasonable expense, the consumer will become liable to pay the assessed household charge not less than one year after the date of the letter PROVIDED ALWAYS that:
- (i) this will not affect the consumer's right to serve a Measured Charges Notice;
 - (ii) Thames Water will advise the consumer by letter at least seven days before his liability to pay the assessed household charge will commence; and
 - (iii) the consumer may give written notice to Thames Water that he wishes to pay the assessed household charge. Where such notice is given, the assessed household charge will become payable from the date of the notice. Otherwise, it will become payable from the date the notice is given. The consumer may exercise this option by contacting Thames Water's Customer Centre at PO Box 286, Swindon SN38 2RA or by visiting thameswater.co.uk/contactus.

(6) Thames Water shall be entitled to charge by measure on the metered supply charge basis for any piped supply of water taken for a tent, van or other conveyance (whether on wheels or not) and shall also be entitled to require the consumer to pay a deposit of money as security for such charge for such period of years as will give it a reasonable return on any special capital expenditure incurred by it in providing the supply.

Payment of charges in respect of unmetered supplies

- 10 (1) The consumer's liability for rate based charges, together with fixed charges and charges for domestic garages, car spaces and store areas, is in respect of each day of the customer's occupation of the premises to which the supply is made. Thames Water will issue bills for such charges in respect of a full year, except in cases where the customer's occupation commenced on a day other than 1 April, in which case the consumer shall

be liable to pay a time apportioned part only of the charges due for the relevant year. However, where in any year a consumer who has paid charges to be paid under clause 4 gives notice in writing to Thames Water that he (or the customer) intends to vacate those premises, he shall be entitled to recover a time apportioned part of those charges paid by him in respect of that year as from the date on which he (or the customer) ceases to be in occupation of such premises.

(2) Charges for unmetered supplies are payable in full on 1 April at the beginning of the charging year, except in cases where the customer's occupation commenced on a day other than the 1 April, in which case they will be payable on a day advised by Thames Water. However, consumers may choose to pay their charges by one of the following frequencies:

- (a) two, eight, ten or twelve instalments on dates to be agreed with Thames Water.
- (b) consumers who find it easier to pay more frequently (such as fortnightly) may do so by agreement with Thames Water.

(3) Where the consumer has chosen to pay by instalments and any such instalment is not paid by the date it is payable, then the whole of the annual charges then remaining unpaid shall thereupon become payable.

(4) Persons Chargeable

- (a) The person responsible for payment of charges under this scheme shall be the occupier of the relevant premises to which the supply is made except where some other person is liable by agreement with Thames Water.
- (b) Where there are two or more people occupying the relevant premises to which the supply is made, the occupiers shall be jointly and severally liable for the payment of the charges.
- (c) Where the relevant premises to which the supply is made are divided into bed-sitting rooms with communal facilities the owner of the premises shall be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Thames Water.

(5) Where in any year a consumer who has paid the charges to be paid under clause 4 gives notice in writing to Thames Water of his desire that the supply of water to his premises be discontinued, he shall be entitled to recover from Thames Water a time-apportioned part of those charges paid by him in respect of that year as from the date when Thames Water could reasonably discontinue the supply following receipt of the notice.

(6) Where in any charging year a consumer enters into any formal insolvency procedure Thames Water will apportion all rate based charges on a daily basis up to the day immediately preceding the effective date of the relevant insolvency procedure ("the insolvency date"). Any apportioned

charges after the insolvency date will not be affected by the insolvency procedure.

Payment of charges for metered supplies

- 11 (1) The charges calculated for metered supplies shall be due and payable when the volume of water supplied has been ascertained and a bill in respect thereof issued; provided that consumers may choose to pay such charges by monthly instalments (the actual date payable to be agreed with Thames Water). The instalment will be calculated by Thames Water on the basis of their estimates and will be adjusted in due course when actual meter readings are taken. Consumers who find it easier to pay more frequently (such as fortnightly) may do so by agreement with Thames Water.
- (2) Where the consumer has chosen to pay by instalments and any such instalment is not paid by the date it is payable, then the whole of the metered charges then remaining unpaid shall thereupon become payable.
- (3) The record by the meter of the volume of water supplied shall be taken by Thames Water as nearly as practicable on the corresponding day of each billing period. Where a reading is not taken for any reason Thames Water may calculate a bill based on an estimate of the volume of water supplied. Where a bill has been calculated on the basis of such an estimate, the consumer may read the meter himself and provide the reading to Thames Water. Provided the consumer provides such a meter reading within 28 days of the date of the bill, Thames Water shall issue an amended bill based on that reading. A billing period shall not normally exceed one year.
- (4) Persons Chargeable
- (a) The person responsible for payment of charges under this scheme shall be the occupier of the relevant premises to which the supply is made except where some other person is liable by agreement with Thames Water.
- (b) Where there are two or more people occupying the relevant premises to which the supply is made, the occupiers shall be jointly and severally liable for the payment of the charges.
- (c) Where the relevant premises to which the supply is made are divided into bed-sitting rooms with communal facilities, the owner of the premises shall be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Thames Water.
- (5) Where a meter is installed for charging purposes in premises during a charging year in respect of which the consumer has already received an account for rate based charges, the consumer will only be liable to pay a time apportioned part of the previous account calculated up to but excluding the date on which the meter is installed. Where the previous account has been paid in full or in part, the consumer will be entitled to recover any payment made over and above the amount for which he is

liable by virtue of the preceding provisions of this sub-clause. From the date of installation the consumer shall be liable for the charges to be paid under sub-clause (2).

(6) Where a billing period is for a period during which a new volume charge is fixed by Thames Water, Thames Water may calculate the bill on an apportioned basis whereby some of the volume of water supplied is charged at the old rate with the balance of the water supplied charged at the new rate. Thames Water may calculate the apportionment based on an estimate by Thames Water of the volume of water supplied prior to the commencement of the new volume charge.

(7) Where the consumer is also the occupier of the relevant premises Thames Water may continue to hold him responsible for the payment of metered charges after he has ceased to be in occupation if:

- (a) he fails to inform Thames Water of the ending of his occupation of such premises at least two working days before he ceases to occupy them; and
- (b) the charges are in respect of a period ending no later than whichever of the following first occurs after he ceases to occupy such premises
 - (i) where he informs Thames Water of the ending of his occupation of such premises less than two working days before, or at any time after, he ceases to occupy them, the twenty-eighth day after he so informs them;
 - (ii) any day on which any meter would normally have been read in order for the amount of the charges to be determined;
 - (iii) any day on which any other person informs Thames Water that he has become the new occupier of such premises.

Metered supplies - adjustment of charges

12 (1) Where a meter has been tested and is shown to have registered incorrectly (or not at all) Thames Water shall be entitled to make an estimate of the quantity supplied and adjust the charges in accordance with the Regulations. This could lead to either a refund being made to the consumer, or an invoice to the consumer for any balance of charges that may be due.

(2) Where a meter is connected to a supply of water, or Thames Water has given notice of its intention to connect a meter, to premises:

- (i) which do not appear in the valuation list; and
- (ii) in respect of which a notional net annual value has not been determined by Thames Water; and

- (iii) in respect of which no account has been rendered by Thames Water to the current occupier for any billing period prior to the installation of the meter; Thames Water shall be entitled to render an account for any billing period prior to the installation of the meter based on an estimate by Thames Water of the volume of water supplied.
- (3) (i) Where a leak has been detected downstream of the meter on a metered supply to a house and where the leaking pipe has been repaired within six weeks of that leak coming to the attention of Thames Water, the consumer's account will be credited with a leakage allowance calculated in accordance with the provisions of paragraph (ii) of this sub-clause.
- (ii) The leakage allowance will be calculated by Thames Water (whose decision shall be final) on the basis of Thames Water's estimate of water lost through leakage. Thames Water shall base their estimate on past use at the relevant premises. Where there is no such record, the estimate will be based on typical water use for similar premises, but may be reviewed by Thames Water at a later date, and entirely at their discretion, on the basis of future water use at the relevant premises.
- (iii) The leakage allowance will be granted for a period commencing with the billing period prior to the billing period in which the leak came to Thames Water's attention and ending on the date the leak is repaired.
- (iv) Where a leakage allowance has been granted under this sub-clause 13(3), no further allowance will be granted to the same consumer for any subsequent leaks on the same pipe.

Payment methods

- 13 (1) Subject to the following provisions of this clause, payment for any charges made under this scheme may be made by any of the following methods and by the defined frequencies:

Frequency of payment:

- Payment in full for each bill: You can choose to use any of our payment methods
- Payment in monthly instalments: You can choose to pay by Direct Debit, via "local in store payment services", by Home Banking, by Debit/Credit card or by setting up standing order at your bank
- Payment in weekly or fortnightly payments: You can chose to pay via "local in store payment services" by Home Banking, by Debit/Credit card

Methods of payment:

- Direct Debit. To set up a Direct Debit, visit thameswater.co.uk/directdebit, or call us on 0800 980 8800
- Debit/Credit card. Online at thameswater.co.uk/payingyourbill or by calling us on 0800 980 8800
- Local in store payment facility (displaying the PayPoint sign). We recommend that you ask for a receipt. The maximum single transaction is £149
- Home banking facility/BACS - Quote your Thames Water account number as a reference and send to Thames Water account - 00286125, sort code - 57-27-53
- At a bank - if you pay at your own bank, this service is usually free of charge. Other banks may make a charge for this service
- By post - send your cheque or postal order to Thames Water Utilities Ltd, PO Box 234, Swindon, SN38 3TW
- In cash at a Post Office - subject to the Post Office's processing fee

(2) Where a consumer owes arrears of more than £50 and receives the following benefits as at 1 April 2018 - Income Support, Income Based Job Seekers Allowance, Pensions Credit, Universal Credit or Employment Support Allowance (ESA), it may be possible to pay the arrears by direct payments. This means that agreed amounts would be deducted from the consumer's benefits and paid to Thames Water direct. Any consumer who wishes to join this scheme can apply online at thameswater.co.uk/waterdirect or contact us on 0800 980 8800.

(3) It should be noted that where a customer's charges are payable by a third party (for example, the customer's Landlord), then the range of available payment methods may differ from those set out in this scheme (for example, they may be collected by the Landlord together with the rent payments).

(4) Where payment has been tendered by cheque or Direct Debit which has not been honoured by the bank on which it has been drawn the consumer will be liable to pay an additional administration charge as set by Thames Water from time to time.

Charge variations for empty properties

- 14 (1) Subject to sub-clause (4) no charges will be payable in respect of:
- (a) unmetered supplies under clause 4; and
 - (b) fixed charges for metered supplies in respect of any period during which the consumer is able to demonstrate to the reasonable

satisfaction of Thames Water that the premises are both unoccupied and unfurnished.

PROVIDED ALWAYS that should Thames Water become aware that water is being used at that premises (which includes any usage by way of leakage) all relevant charges will be payable.

(2) Unoccupied premises will not be regarded as unfurnished for the purposes of 14 (1) if they are:

(a) subject to building or renovation works;

or

(b) newly built premises prior to transfer of ownership from the builder.

(3) No charges will be payable in respect of:

(a) unmetered supplies under clause 4; and

(b) fixed charges for metered supplies under clause 5(1)(b) in respect of any continuous period of three months or more during which the consumer is able to demonstrate to the reasonable satisfaction of Thames Water that the premises are unoccupied and the customer is living in a care home or nursing home.

(4) The above charging variations for empty properties will only apply to the period during which this scheme is in force and must be claimed by the customer. No claim will be allowed for any period more than 6 months prior to the date of the claim.

WaterSure Plus

15 (1) Where sub-clause 15(2) applies and subject to sub-clauses 15(3) and 15(4), in the case of supplies to a house, where:

a) you receive one of the following means tested benefits or tax credits:

- Housing Benefit;
- Income-related Employment and Support Allowance or Income Support;
- Income-based Jobseeker's Allowance;
- Working Tax Credit;
- Child Tax Credit (excluding families in receipt of the family element only);
- Pension Credit;
- Universal Credit;

or

b) i) The household receives a gross income, which is less than the income threshold referred to in the current HM Treasury policy paper covering "Tax and Tax Credit Rates and Thresholds" or any applicable amended figure published by HM Treasury; and

ii) There is someone living in the home who is over 62 years of age, or has parental responsibility for a child under 5 living in the same home or is registered disabled;

the consumer will only be liable to pay the WaterSure Plus Tariff for charges payable under clauses 4 and 5.

(2) This sub-clause applies where:

a) the total charges that would otherwise be payable under clauses 4 and 5 of this scheme for the twelve months covered by this scheme; plus

b) the total charges that would otherwise be payable under clauses 4, 5, 6 and 7 of Thames Water's Wastewater Charges Scheme for the same period (or where the customer receives wastewater services from another sewerage undertaker, those charges from that undertaker which are equivalent to the charges under clauses 4, 5, 6 and 7 of Thames Water's Wastewater Charges Scheme for the same period) are more than 3% of the combined annual income of every person in full time occupation of the relevant house less the following:

i) tax and national insurance payments;

ii) all mortgage and/or rent payments in respect of the house receiving the supply (i.e. net amounts payable once payments received or allowances given for housing benefit, discretionary housing payments and support for mortgage interest have been taken into account); and

iii) any allowances received for council tax credit, disability living allowance, personal independent payment or attendance allowance.

(3) WaterSure Plus will only apply to consumers who have demonstrated their eligibility to the satisfaction of Thames Water. Consumers who wish to apply for WaterSure Plus must complete and return a questionnaire provided by Thames Water and provide any other additional information that may be requested to demonstrate eligibility.

WaterSure Plus will apply for the period covered by this charges scheme, but the eligibility will be assessed on the basis of income during the three month period immediately preceding the submission of the questionnaire.

(4) Sub-clause 17(1) does not apply to the WaterSure tariff. In the case of charges payable under clause 5, where a consumer has demonstrated to the satisfaction of Thames Water that they meet the eligibility criteria for both the WaterSure tariff and WaterSure Plus, they will be charged either the WaterSure tariff or WaterSure Plus, whichever is the lower.

Further information and complaints procedure

- 16 (1) Any person who plans to move to a property within the Thames Water area may obtain information on the basis on which charges will be payable for that property by either:
- (a) calling on telephone number 0800 316 9800; or
 - (b) writing to Thames Water at PO Box 436, Swindon SN38 1TU
- (2) Thames Water's complaints procedure is set out in its Customer Code of Practice and summarised in the leaflet "Our Quality Promise".

WASTEWATER CHARGES SCHEME 2018

- 1 This scheme, which revokes all previous Wastewater Charges Schemes made by Thames Water and which may be referred to as the Thames Water Utilities Limited Wastewater Charges Scheme 2018, is made by Thames Water Utilities Limited under Section 143 of the Act and shall operate from 1 April 2018 until 31 March 2019 inclusive.

Thames Water is required by the Licence and under the terms of an agreement with the Infrastructure Provider to make payments to the Infrastructure Provider in respect of costs incurred by the Infrastructure provider relating to the Thames Tideway Tunnel. The tariffs set out in the Charges Schedule have been calculated to include provision for Thames Water to finance this obligation.

Interpretation

- 2 (1) Subject to sub-clause (2), the Interpretation Act 1978 shall have effect for the interpretation of this scheme as it has effect for the interpretation of an Act of Parliament;

(2) In this scheme, unless the context otherwise requires:-

“the Act”

means the Water Industry Act 1991 including any statutory amendments whether made before or after the date of this scheme;

“assessed household charge”

means a fixed charge, split into bands, which relates either to a single occupier or the number of bedrooms in a house. This is set out in the Charges Schedule;

“billing period”

means a period of time determined at the discretion of Thames Water and in respect of which Thames Water may submit a bill to the consumer for any charges made under this scheme in respect of connected premises;

“Charges Schedule”

means the schedule of charges fixed by Thames Water for the financial year 2018-19, which forms part of this scheme;

“charging area”

means an area determined by Thames Water to reflect in its charges the differences in the average use of the service for various types of house and broad variations in net annual value for similar properties throughout the wastewater area of Thames Water;

“connected premises”

means any premises which are (a) drained by a sewer or drain connecting, either directly or through an intermediate sewer or drain, with a public sewer provided by Thames Water for foul water or surface water or both, or (b) occupied by persons having the right to use facilities which drain to a sewer or drain so connecting;

“consumer”

means the person who is for the time being the person on whom the liability to pay charges to Thames Water in respect of sewerage services would fall;

“customer”

means the person for whom a service is performed, facilities are provided or rights are made available in respect of connected premises in exercise of Thames Water’s functions under Section 94 of the Act;

“domestic garage, car space or store area”

means any garage, car space or store area used wholly or partly as a domestic garage, car space or store area or intended for such use;

“the due date”

means a date which is 50 calendar days after the service of a Measured Charges Notice on Thames Water;

“house”

means a dwellinghouse, whether a private dwellinghouse or not, and includes any part of a building if that part is occupied as a separate dwellinghouse;

“Infrastructure Provider”

means the company designated by the Secretary of State or the Water Services Regulation Authority to be the infrastructure provider responsible for the Thames Tideway Tunnel Project in accordance with Regulation 8(1) of the Water Industry (Specified Infrastructure Projects) (English Undertakers) Regulations 2013;

“the Licence”

means the Instrument of Appointment dated August 1989 under Sections 11 and 14 of the Water Act 1989 whereby the Secretary of State for the Environment appointed Thames Water to be the water undertaker and the sewerage (wastewater) undertaker for the areas respectively described therein and includes any amendments whether made before or after the date of this scheme;

"Measured Charges Notice"

means a written notice served on Thames Water under the provisions of Section 144A of the Act;

"no access charge"

means a charge that is applied to consumers where the customer or consumer has denied Thames Water access for the purpose of fitting, maintaining, replacing or reading a meter;

"the Regulations"

means the Water (Meters) Regulations 1988 (SI. 1988(1048)) as amended;

"relevant abstraction licence"

shall mean a licence under the Water Resources Act 1991 or under the former Water Resources Act 1963 as amended by the Water Act 1989 to abstract water which authorises water abstracted in pursuance of such licence to be used on land consisting of connected premises in the occupation of the licence holder;

"service pipe"

means a service pipe within the meaning given in the Act;

"Thames Water"

means Thames Water Utilities Limited;

"valuation list"

means the last valuation list published under Part V of the General Rate Act 1967 (including any published amendments);

"Vulnerable customer"

means any customer who comes within a class of persons prescribed by any Regulations made under sub-section 143A(3) of the Act. Thames Water's arrangements for implementing any such Regulations are described in the document headed "Provisions Under Regulations To Protect Vulnerable Customers";

"WaterSure Plus"

means the reduced tariff for eligible consumers which is referred to in clause 15 and applies to charges payable under clauses 4, 5, 6 and 7. This tariff is set at 50 % of the charges that are payable under clauses 4, 5, 6 and 7 by consumers who are not eligible for WaterSure Plus;

“Watersure tariff”

means the maximum charge that a Vulnerable customer can be obliged to pay and which is set out in the Charges Schedule.

General

- 3 (1) It is intended that the charges to be made under this scheme will provide the income necessary to finance the wastewater and sewage disposal functions of Thames Water. These include elements of foul water, surface water and highway drainage. These charges will be fixed with due regard to the principles laid down in the Act and in Condition E of the Licence;
- (2) The charges under this scheme are levied in accordance with the provisions of the Act and the Licence and any taxes (including VAT) imposed by law on the making of such charges shall be recoverable in addition to such charges.

Wastewater charges where water supply to connected premises is unmetered

- 4 (1) Subject to the succeeding provisions of this scheme, there shall be payable to Thames Water in respect of each connected premises an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below, PROVIDED ALWAYS that the amount payable under this sub-clause 4(1) shall be the assessed household charge where any of the following applies:
- (i) where a consumer has exercised a statutory right to elect for charging by reference to volume and the water undertaker has determined that fitting a meter would either not be reasonably practicable or incur unreasonable expense: or
 - (ii) where the connected premises is not within the water supply area of Thames Water and the relevant water undertaker has raised water supply charges on an equivalent basis to the assessed household charge;
 - (iii) where the consumer is liable to pay the assessed household charge under the provisions of sub-clause 9(5) of the Water Supply Charges Scheme 2018 (or equivalent clause under any earlier charges scheme).
- (a) Rate based charge
- The amounts in the pound shown in the Charges Schedule multiplied by the net annual value of the connected premises;
- (b) Graduated fixed charge

- (i) In the case of each service pipe providing a supply to connected premises other than a house, a graduated fixed charge or charges, the amount of which is shown in the Charges Schedule fixed by reference to the size of each relevant service pipe (including where appropriate a notional pipe size).
- (ii) In the case of each service pipe providing a supply to a house, a fixed charge, the amount of which is shown in the Charges Schedule fixed by reference to a service pipe size of up to 15mm.

NB

Such fixed charges will apply only in respect of connected premises with a net annual value (or notional net annual value fixed under sub-clause (5) as the case may be) equal to or exceeding £50.

(2) The amount in the pound fixed annually by Thames Water for the purposes of sub-clause (1)(a) is different for each charging area.

(3) Subject to the following provisions of this clause, for the purposes of any rate based charge the net annual value of any connected premises (or the rateable value in any case where a rateable value but no net annual value appears) shall be taken to be that value which appeared in the last published valuation list.

(4) In the case of connected premises with both an unmetered water supply and a metered water supply and where such connected premises are the subject of a single entry in the valuation list, Thames Water may apportion the net annual value thereof and charge the consumer rate based charges in respect of such connected premises on a proportion only of the net annual value.

(5) In the case of any connected premises not appearing in the valuation list or having no value appearing therein, any rate based charge shall be based on a notional net annual value which shall be determined by Thames Water and may be revised by them. The notional net annual value shall be determined by reference to properties on the valuation list of a similar size and in the same charging area. It will be based on information provided to Thames Water by the consumer. In the absence of such information and until such time as the information is received, Thames Water will apply a default value based on their best estimate in the light of whatever relevant information is reasonably available.

(6) Unless Thames Water otherwise agrees, where there is communication, otherwise than by a highway, between buildings or parts of buildings in the occupation of the same customer, those buildings or parts of buildings shall be treated, for the purpose of charging the rate based charge, as one building having a net annual value equal to the aggregate of their net annual values.

(7) Except where they are served by a metered supply, charges for each domestic garage, car space or storage area ("the premises") shall be payable to Thames Water as follows:

- (i) where the premises are within the water supply area of Thames Water, there shall be a single annual charge as shown in the Charges Schedule.
- (ii) where the premises are within the water supply area of another company, there shall be a single annual rate based charge calculated in the same manner as sub-clause 4(1a) above.

(8) Where the occupier of any premises ("the occupied premises") which are not connected premises has the right to use the sanitary facilities in other connected premises (where Thames Water does not charge for wastewater services on a metered basis) by virtue of his occupation of the occupied premises, there shall be payable to Thames Water in respect of the occupied premises a sum calculated in accordance with the preceding provisions of this clause.

Wastewater charges where water supply to connected premises is metered

5 (1) Subject to clause 5(3), where the charges for water have been fixed by Thames Water or another water undertaker by reference to volume, there shall be payable to Thames Water an amount equal to the sum of the following charges: the volume charge in (a) below; plus the graduated fixed charge in (b) below PROVIDED ALWAYS

- where Thames water has attempted to maintain, replace or read a water meter using its statutory powers and the customer or consumer has denied access in order to carry out such works, Thames Water reserves the right to charge the customer on the basis of the no access charge; and
- subject to the provisions of sub-clause 17(4), where the Customer is a Vulnerable Customer, the maximum amount payable under this sub-clause 5(1) shall be the WaterSure Tariff as administered by the WaterSure Scheme.

(a) Volume charge

The amount produced by multiplying the volume of water supplied as measured by a meter used by Thames Water or other water undertaker or, as estimated (where estimates are permitted under the relevant charges scheme) by a rate per cubic metre as shown in the Charges Schedule. However, where it is shown to the satisfaction of Thames Water that more than ten percent of the measured quantity (less any quantity which in Thames Water's opinion has been lost through leakage) is not discharged to a public sewer that volume shall for the purposes of this calculation be

reduced by such quantity from the date on which this was brought to the attention of Thames Water in writing.

Thames Water may review the validity of the allowance given under this clause 5(1)(a) at any time and adjust the consumer's account to reflect any change in circumstances.

- (b) Graduated fixed charge
 - (i) A graduated fixed charge in respect of each pipe which is used for the water supply to the customer, the amount of which is shown in the Charges Schedule.
 - (ii) Where Thames Water is satisfied that of the water supplied to the relevant connected premises a quantity is not discharged to a public sewer such that the pipe size could be at least one size smaller, then the fixed charge may be abated at the discretion of Thames Water.

Wastewater charges where there is only a surface water discharge from connected premises to sewer

- 6 With the exception of domestic garages, car spaces and storage areas charged under clause 4(7) there shall be payable to Thames Water in respect of each connected premises where surface water only is discharged from such premises to a public sewer, a fixed charge only, the amount of which is shown in the Charges Schedules. Such fixed charge will apply only in respect of premises with a net annual value (or notional net annual value fixed under sub-clause 4(5) as the case may be) equal to or exceeding £50.

Aggregation of charges

- 7 If the water supply to any connected premises is on a basis falling under more than one of clauses 4, 5, and 6 then the charges payable shall be the sum of the charges provided for under the relevant clauses.

Progressive metering

- 8 (1) Thames Water may at its discretion resolve at any time in respect of any connected premises that consumers may be required (upon not less than twenty eight days notice in writing being given to the consumer) to pay wastewater charges by reference to the volume of water supplied to the connected premises and on the terms contained in clause 5 PROVIDED ALWAYS that Thames Water may not begin to fix charges by reference to volume in respect of any connected premises until such time as the consumer is also liable to take and pay for water supplied to the connected premises (whether or not by Thames Water) by reference to the volume supplied. Until such liability is established, then except where either sub-clause 8(2) or 8(5) applies, the consumer will be liable to pay charges under this scheme on the same basis as his liability under the relevant Thames Water water supply charges scheme (WSCS).

(2) Where Thames Water has attempted under the provisions of this clause 8 to meter a house that is already receiving a supply of water from Thames Water, or has attempted to maintain, replace or read a meter which serves an existing metered customer, and the consumer or the customer has denied access to Thames Water; Thames Water reserves the right to transfer the consumer to the no access charge.

(3) Where the connected premises is a house that is not within the supply area of Thames Water and the relevant water undertaker has attempted to meter the connected premises or has attempted to maintain, replace or read a meter which serves the connected premises and the consumer or the customer has denied access for this purpose; Thames Water reserves the right to transfer the consumer to the no access charge.

(4) The following sections, 8(5), 8(6) and 8(7) apply to connected premises within the South East Water, water supply area where Thames Water supplies the wastewater service and South East Water bills on Thames Water's behalf.

(5) Where:

- (a) the connected premises is a house within the water supply area of South East Water Ltd. (SEW); and
- (b) SEW has fitted a meter under a programme for the fixing of charges by reference to volume, as specified in SEW's water resources management plan published under section 37B(8)(a) of the Act, the consumer will be liable to pay charges under this scheme on the same basis as clause 9 of the Water Supply Charges Scheme 2018 PROVIDED ALWAYS that the consumer may give notice to SEW that for the first five metered bills after the meter has been fitted, they wish to pay on the basis set out in sub-clause 9(3) which is an equivalent basis to what SEW refer to as their 'phase in option'.

(6) Phase in Option

- (i) For the first bill which includes a calculation by reference to volume, the consumer will pay the lower of the charge calculated on the terms contained in clause 5 ("the metered charge") and the charge calculated on the terms contained in clause 4 ("the unmetered charge").
- (ii) For the second metered bill the consumer will pay the lower of the metered charge and the unmetered charge plus 25% of the difference between the metered charge and the unmetered charge.
- (iii) For the third metered bill the consumer will pay the lower of the metered charge and the unmetered charge plus 50% of the difference between the metered charge and the unmetered charge.

- (iv) For the fourth metered bill the consumer will pay the lower of the metered charge and the unmetered charge plus 75% of the difference between the metered charge and the unmetered charge.
- (v) For the fifth metered bill and subsequent bills the consumer will pay the full metered charge.

(7) Consumers who satisfy the following eligibility criteria may choose to pay on the basis of the unmetered charge. This is what SEW refer to as their 'support tariff':

- (i) the household receives a gross income which is less than the income threshold referred to in the current Treasury's Policy paper entitled "Tax and Tax Credit Rates and Thresholds" or any applicable amended figure published by HM Treasury: income in this instance is taken to exclude:
 - Child Tax Credit and/or child benefit
 - Disability Living Allowance
 - Attendance Allowance
 - Housing Benefit and Council Tax benefit
 - Mortgage Interest Relief
- (ii) the consumer's total annual bill for water supply and wastewater service must be at least £60 more than it would have been had the support tariff not been applied.

NB

To apply for the "phase in option", or "support tariff" consumers should call the SEW Metering Helpline on 0333 000 0003 or visit www.southeastwater.co.uk

(8) Where:

- (a) the connected premises is a house within the water supply area of Southern Water Services Ltd. (SW); and
- (b) SEW has fitted a meter under a programme for the fixing of charges by reference to volume, as specified in SEW's water resources management plan published under section 37B(8)(a) of the Act, the consumer will be liable to pay charges under this scheme on the same basis as clause 9 of the Water Supply Charges Scheme 2018 excepting only that the option under clause 9(5)(c) will relate to the date of the most recent bill comparison letter and not the date of the meter activation letter.

Payment of charges where water supply to connected premises is unmetered

9 (1) The consumer's liability for rate based charges, together with fixed charges and charges for domestic garages, car spaces and store areas, is in respect of each day of the customer's occupation of the connected premises. Thames Water will issue bills for such charges in respect of a full year, except in cases where the customer's occupation commenced on a day other than 1 April, in which case the consumer shall be liable to pay a time apportioned part only of the charges due for the relevant year. However, where in any year a consumer who has paid charges to be paid under clause 4 gives notice to Thames Water that he (or the customer) intends to vacate those premises, he shall be entitled to recover a time apportioned part of those charges paid by him in respect of that year as from the date on which he (or the customer) ceases to be in occupation of such premises.

(2) Charges for unmetered supplies are payable in full on 1 April at the beginning of the charging year, except in cases where the customer's occupation commenced on a day other than the 1 April, in which case they will be payable on a day advised by Thames Water. However, consumers may choose to pay their charges (following giving notice to Thames Water to that effect) by one of the following frequencies:

- (a) two, eight, ten or twelve instalments on dates to be agreed with Thames Water,
- (b) consumers who find it easier to pay more frequently (such as fortnightly) may do so by agreement with Thames Water.

(3) Where the consumer has chosen to pay by instalments and any such instalment is not paid within twenty one days of the date it is payable, then the whole of the annual charges then remaining unpaid shall thereupon become payable.

(4) Persons Chargeable

- (a) The person responsible for payment of charges under this scheme shall be the occupier of the connected premises except where some other person is liable by agreement with Thames Water.
- (b) Where there are two or more people occupying the connected premises, the occupiers shall be jointly and severally liable for the payment of the charges.
- (c) Where the relevant connected premises to which the supply is made are divided into bed-sitting rooms with communal facilities, the owner of the premises shall be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Thames Water.

(5) Where in any year a consumer who has paid the charges to be paid under clause 4 gives notice to Thames Water that he intends to vacate

connected premises, he shall be entitled to recover from Thames Water a time apportioned part of those charges paid by him in respect of that year as from the date on which he ceases to be in occupation of such premises.

(6) Where in any charging year a consumer enters into any formal insolvency procedure, Thames Water will apportion all rate based charges on a daily basis up to the day immediately preceding the effective date of the relevant insolvency procedure ("the insolvency date"). Any apportioned charges after the insolvency date will not be affected by the insolvency procedure.

Payment of charges for metered supplies

10 (1) The charges calculated for metered supplies shall be due and payable when the volume of water supplied has been ascertained and a bill in respect thereof issued; provided that consumers may choose to pay such charges (following the service of notice to Thames Water to that effect) by monthly instalments (the actual date payable to be agreed with Thames Water). The instalments will be calculated by Thames Water to cover charges which Thames Water estimates will be accrued between bills and adjusted accordingly after every other occasion when a meter reading has been taken. Consumers who find it easier to pay more frequently (such as fortnightly) may do so by agreement with Thames Water.

(2) Where the consumer has chosen to pay by instalments and any such instalment is not paid by the date it is payable, then the whole of the metered charges then remaining unpaid shall thereupon become payable.

(3) The record by the meter of the volume of water supplied shall be taken by Thames Water (except where the water is not supplied by Thames Water) as nearly as practicable on the corresponding day of each billing period.

Where a reading is not taken for any reason Thames Water may calculate a bill based on an estimate of the volume of water supplied. Where a bill has been calculated on the basis of such an estimate, the consumer may read the meter himself and provide the reading to Thames Water. Provided the consumer provides such a meter reading within 28 days of the date of the bill, Thames Water shall issue an amended bill based on that reading. A billing period shall not normally exceed one year.

(4) Persons Chargeable

(a) The person responsible for payment of charges under this scheme shall be the occupier of the connected premises except where some other person is liable by agreement with Thames Water.

(b) Where there are two or more people occupying the connected premises, the occupiers shall be jointly and severally liable for the payment of the charges.

(c) Where the relevant connected premises are divided into bed sitting rooms with communal facilities, the owner of the premises shall be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Thames Water.

(5) Where a meter is installed for charging purposes in premises during a charging year in respect of which the consumer has already received an account for rate based charges, the consumer will only be liable to pay a time apportioned part of the previous account calculated up to but excluding the date on which the meter is installed. Where the previous account has been paid in full or in part, the consumer will be entitled to recover any payment made over and above the amount for which he is liable by virtue of the preceding provisions of this sub-clause. From the date of installation the consumer shall be liable for the charges to be paid under sub-clause (2).

(6) Where a billing period is for a period during which a new volume charge is fixed by Thames Water, Thames Water may calculate the bill on an apportioned basis whereby some of the volume of water supplied is charged at the old rate with the balance of the water supplied charged at the new rate. Thames Water may calculate the apportionment based on an estimate by Thames Water of the volume of water supplied prior to the commencement of the new volume charge.

(7) Where the consumer is also the occupier of the relevant premises Thames Water may continue to hold him responsible for the payment of metered charges after he has ceased to be in occupation if:

(a) he fails to inform Thames Water (or other relevant undertaker) of the ending of his occupation of such premises at least two working days before he ceases to occupy them; and

(b) the charges are in respect of a period ending no later than whichever of the following first occurs after he ceases to occupy such premises; that is to say:

(i) he informs Thames Water (or other relevant water undertaker) of the ending of his occupation of such premises less than two working days before, or at any time after, he ceases to occupy them, the twenty-eighth day after he so informs them;

(ii) any date on which any meter would normally have been read in order for the amount of the charges to be determined;

(iii) any date on which any other person informs Thames Water (or other relevant water undertaker) that he has become the new occupier of such premises.

Metered supplies - adjustment of charges

- 11 (1) Where a meter has been tested and is shown to have registered incorrectly (or not at all) Thames Water shall be entitled to make an estimate of the quantity supplied and adjust the charges in accordance with the Regulations. This could lead to either a refund being made to the consumer, or an invoice to the consumer for any balance of charges that may be due.
- (2) Where a meter is connected to a supply of water, or Thames Water has given notice of its intention to connect a meter to premises:
- (i) which do not appear in the valuation list; and
 - (ii) in respect of which a notional net annual value has not been determined by Thames Water; and
 - (iii) in respect of which no account has been rendered by Thames Water to the current occupier for any billing period prior to the installation of the meter; Thames Water shall be entitled to render an account for any billing period prior to the installation of the meter based on an estimate by Thames Water of the volume of water supplied.
- (3) (i) Where a leak has been detected downstream of the meter on a metered supply to a house and where the leaking pipe has been repaired within six weeks of that leak coming to the attention of Thames Water, the consumer's account will be credited with a leakage allowance calculated in accordance with the provisions of paragraph ii) of this sub-clause 13(3).
- (ii) The leakage allowance will be calculated by Thames Water (whose decision shall be final) on the basis of Thames Water's estimate of water lost through leakage. Thames Water shall base their estimate on past use at the relevant premises. Where there is no such record, the estimate will be based on typical water use for similar premises, but may be reviewed by Thames Water at a later date, and entirely at their discretion, on the basis of future water use at the relevant premises.
- (iii) The leakage allowance will be granted for a period commencing with the billing period prior to the billing period in which the leak came to Thames Water's attention and ending on the date the leak is repaired.
- (iv) "Where a leakage allowance has been granted under this sub-clause 13(3), no further allowance will be granted to the same consumer for any subsequent leaks on the same pipe."

Other charges

- 12 (1) For services performed, facilities provided or rights made available in pursuance of the wastewater and sewage disposal functions of Thames Water, other than services, facilities or rights which a customer is entitled to demand in respect of connected premises, Thames Water may make such charges to persons in receipt of or benefiting from such services, facilities or rights as appear to it to be appropriate having regard to cost, such charges to be payable at such times as shall be fixed by Thames Water.

Payment methods

- 13 (1) Subject to the following provisions of this clause, payment for any charges made under this scheme may be made by any of the following methods and by the defined frequencies:

Frequency of payment:

- Payment in full for each bill: You can choose to use any of our payment methods
- Payment in monthly instalments: You can choose to pay by Direct Debit, via local in store payment services, by Home Banking, by Debit/Credit card or by setting up standing order at your bank
- Payment in weekly or fortnightly payments: You can chose to pay via local in store payment services, by Home Banking, by Debit/Credit card

Methods of payment:

- Direct Debit. To set up a Direct Debit, visit thameswater.co.uk/directdebit, or call us on 0800 980 8800
- Debit/Credit card. Online at thameswater.co.uk/payingyourbill or by calling us on 0800 980 8800
- Local in store payment services facility (displaying the PayPoint sign). We recommend that you ask for a receipt. The maximum single transaction is £149
- Home banking facility/BACS - Quote your Thames Water account number as a reference and send to Thames Water account - 00286125, sort code - 57-27-53
- At a bank - if you pay at your own bank, this service is usually free of charge. Other banks may make a charge for this service
- By post - send your cheque or postal order to Thames Water Utilities Ltd, PO Box 234, Swindon, SN38 3TW
- In cash at a Post Office - subject to the Post Office's processing fee

(2) Where a consumer owes arrears of more than £50 and receives the following benefits as at 1 April 2018 - Income Support, Income Based Job Seekers Allowance, Pensions Credit, Universal Credit or Employment Support Allowance (ESA), it may be possible to pay the arrears by direct payments. This means that agreed amounts would be deducted from the consumer's benefits and paid to Thames Water direct. Any consumer who wishes to join this scheme can apply online at thameswater.co.uk/waterdirect or contact us on 0800 980 8800.

(3) It should be noted that where a customer's charges are payable by a third party (for example the customer's Landlord), then the range of available payment methods may differ from those set out in this scheme (for example they may be collected by the Landlord together with the rent payments).

(4) Where payment has been tendered by cheque or direct debit which has not been honoured by the bank on which it has been drawn the consumer will be liable to pay an additional administration charge as set by Thames Water from time to time.

Charge variations for empty properties

14 (1) Subject to sub-clause (4) no charges will be payable in respect of:

- (a) unmetered supplies under clause 4: and
- (b) fixed charges for metered supplies in respect of any period during which the consumer is able to demonstrate to the reasonable satisfaction of Thames Water that the premises are both unoccupied and unfurnished.

PROVIDED ALWAYS that should Thames Water become aware that water is being used at that premises (which includes any usage by way of leakage) all relevant charges will be payable.

(2) Unoccupied premises will not be regarded as unfurnished for the purposes of 20 (1) if they are:

- (a) subject to building or renovation works;
- or
- (b) newly built premises prior to transfer of ownership from the builder.

(3) Subject to sub-clause (4) no charges will be payable in respect of:

- (a) unmetered supplies under clause 4; and
- (b) fixed charges for metered supplies under clause 5 (1)(b) in respect of any continuous period of three months or more during which the consumer is able to demonstrate to the reasonable satisfaction of Thames Water that the premises are unoccupied and the customer is living in a care home or nursing home.

(4) The above charging variations for empty properties will only apply to the period during which this scheme is in force and must be claimed by the customer. No claim will be allowed for any period more than six months prior to the date of the claim.

Surface Water Rebates

(5) In cases where the consumer (including those who pay the household assessed charge) has established to the satisfaction of Thames Water that no surface water from connected premises drains to a public sewer, the wastewater charges shall be reduced by the amount shown in the Charges Schedule.

NB

Thames Water does not consider it appropriate to reduce charges where some (but not all) surface water from connected premises drains to a public sewer. If at some future date Thames Water introduces surface water drainage charging on a site areas basis, this policy will be reviewed.

(6) Any rebate will be subject to a maximum six year period, but in the case of properties which became connected premises before 1 April 2001, no rebate will be granted for any period before 1 April 2014.

NB

Telephone rebate claims will be accepted in the case of houses Claim forms may be obtained by calling the customer centre on 0800 980 8800. Any information provided by the consumer may need to be verified. Thames Water's procedure for receiving, validating and applying such claims is described in the information that is sent with the claim form.

WaterSure Plus

15 (1) Where sub-clause 21(2) applies and subject to sub-clauses 21(3) and 21(4), in the case of supplies to a house, where:

a) you receive one of the following means tested benefits or tax credits

Housing Benefit;

Income-related Employment and Support Allowance or Income Support;

Income-based Jobseeker's Allowance;

Working Tax Credit;

Child Tax Credit (excluding families in receipt of the family element only);

Pension Credit;

Universal Credit;

or

b) i) The household receives a gross income, which is less than the income threshold referred to in the current HM Treasury's policy paper entitled "Tax and Tax Credit Rates and Thresholds" or any applicable amended figure published by HM Treasury; and

ii) There is someone living in the home who is over 62 years of age, or has parental responsibility for a child under 5 living in the same home or is registered disabled;

the consumer will only be liable to pay the WaterSure Plus Tariff for charges payable under clauses 4 and 5.

(2) This sub-clause applies where:

a) the total charges that would otherwise be payable under clauses 4 and 5 of this scheme for the twelve months covered by this scheme; plus

b) the total charges that would otherwise be payable under clauses 4, 5, 6 and 7 of Thames Water's Wastewater Charges Scheme for the same period (or where the customer receives wastewater services from another sewerage undertaker, those charges from that undertaker which are equivalent to the charges under clauses 4, 5, 6 and 7 of Thames Water's Wastewater Charges Scheme for the same period)

are more than 3% of the combined annual income of every person in full time occupation of the relevant house less the following:

i) tax and national insurance payments;

ii) all mortgage and/or rent payments in respect of the house receiving the supply (i.e. net amounts payable once payments received or allowances given for housing benefit, discretionary housing payments and support for mortgage interest have been taken into account); and

iii) any allowances received for council tax credit, disability living allowance, personal independent payment or attendance allowance.

(3) WaterSure Plus will only apply to consumers who have demonstrated their eligibility to the satisfaction of Thames Water. Consumers who wish to apply for WaterSure Plus must complete and return a questionnaire provided by Thames Water and provide any other additional information that may be requested to demonstrate eligibility.

WaterSure Plus will apply for the period covered by this charges scheme, but the eligibility will be assessed on the basis of income during the three month period immediately preceding the submission of the questionnaire.

(4) Sub-clause 21(1) does not apply to the WaterSure tariff. In the case of charges payable under clause 5, where a consumer has demonstrated to the satisfaction of Thames Water that they meet the eligibility criteria for both the WaterSure tariff and WaterSure Plus, they will be charged either the WaterSure tariff or WaterSure Plus, whichever is the lower.

Further information

- 16 (1) Any person who plans to move to a property within the Thames Water area may obtain information on the basis on which charges will be payable for that property by either:
- (a) calling on telephone number 0800 316 9800; or
 - (b) writing to Thames Water at PO Box 436, Swindon SN38 1TU
 - (c) visiting thameswater.co.uk and completing an enquiry form

INFRASTRUCTURE CHARGES SCHEME 2018

- 1 This scheme, which revokes all previous Infrastructure Charges Schemes made by Thames Water and which may be referred to as “the Thames Water Infrastructure Charges Scheme 2018”, is made by Thames Water Utilities Limited under Section 143 of the Act and in accordance with the Charges Scheme Rules and shall operate from 1 April 2018 until 31 March 2019 inclusive.

Interpretation

- 2 (1) Subject to sub-clause (2), the Interpretation Act 1978 shall have effect for the interpretation of this scheme as it has effect for the interpretation of an Act of Parliament;

(2) In this scheme, unless the context otherwise requires:

“the Act”

means the Water Industry Act 1991 including any statutory amendments whether made before or after the date of this scheme;

“Charges Schedule”

means the schedule of charges fixed by Thames Water for the financial year 2018-19, which forms part of this scheme;

“the Charges Scheme Rules”

means the Charges Scheme Rules issued by the Water Services Regulation Authority under sections 143(6A) and 143B of the Act in December 2016;

“Charging Arrangements”

means the statement of charges published by Thames Water under and as required by the Charging Rules;

“the Charging Rules”

means the Charging Rules for New Connection Services (English Undertakers) issued by the Water Services Regulation Authority under sections 51CD, 105ZF and 144ZA of the Act in August 2017;

“connection”

includes a connection to a water main or a public sewer (as the case may be) via an intervening pipe or conduit not necessarily in the ownership of the customer;

“customer”

means a person in ownership or occupation of any premises who requests Thames Water to make a connection to a water supply for domestic purposes or to a public sewer for the drainage for domestic purposes of such premises or for

both services or who otherwise makes arrangements for a connection to be made to such premises for either or both of such services;

“domestic purposes”

in relation to a supply of water to any premises or in relation to the drainage of premises has the same meaning as in Sections 218 and 98 of the Act respectively;

“the Instalment Amount”

means the aggregate amount which would become due in the relevant year by way of payments of interest and repayments of capital if an amount equal to the Water Infrastructure Charge or as the case may be the Wastewater Infrastructure Charge payable for the relevant connection had been borrowed by Thames Water on terms:

(i) requiring interest to be paid and capital to be repaid in twelve equal instalments; and

(ii) providing for the amount of the interest to be calculated at such rate, and in accordance with such other provision, as may have been determined either by Thames Water with the approval of the Water Services Regulation Authority or, in default of such a determination, by the said Authority;

“the Licence”

means the Instrument of Appointment dated August 1989 whereby the Secretary of State for the Environment appointed Thames Water as the water undertaker and the sewerage (wastewater) undertaker for the areas respectively described therein, and includes any subsequent amendments;

“Network Reinforcement”

has the same meaning as in the Charging Rules;

“premises”

includes any part of a building which is intended to be occupied as a separate unit;

“public sewer” “service pipe” “sewerage (wastewater) undertaker”, “water main” and “water undertaker” have the same meanings as in the Act;

“Related Amount” “the Wastewater Infrastructure Charges Limit” and “the Water Infrastructure Charges Limit” have the same meanings as in Condition C of the Licence;

“Thames Water”

means Thames Water Utilities Limited.

General

- 3 (1) It is intended that the charges to be made under this scheme will, with any other relevant sources of revenue, supply income necessary to finance works for the provision of Network Reinforcement in Thames Water's water supply and wastewater and sewage disposal systems, to enable premises which require a connection to such systems for the first time to be provided with water supply and wastewater services for domestic purposes.
- (2) Charges payable under this scheme are fixed in accordance with the provisions of the Licence, the Act and the Charges Scheme Rules, and are shown in the Charges Schedule. Any Taxes imposed by law on the making of such charges shall be recoverable in addition to such charges.

Charges

- 4 (1) Following the introduction of the Charges Scheme Rules and an amendment to Condition C of the Licence, the way in which charges payable under this scheme are calculated can differ according to the nature and age of the water main or public sewer that the connection is made into.
- (2) Condition C sets the maximum that Thames Water may charge in respect of a first time connection to the water or wastewater network and also allows a lower charge to be made. Condition C must be applied for the calculation of charges for certain first time connections instead of the Charges Scheme Rules.
- (3) For connections other than those that remain subject to Condition C, from 1 April 2018 the Charges Scheme Rules require Thames Water to set Infrastructure Charges at a level that covers the cost of Network Reinforcement (less other contributions received) on a rolling five year basis. Apart from the requirement to provide credits for previous connections in a development site, Thames Water is free to devise its methodology for charging for individual connections.
- (4) The methodology Thames Water will use to calculate Infrastructure Charges under the Charges Scheme Rules for the purposes of this scheme will be the provisions contained in paragraphs one to fifteen of and the Appendix to Condition C of the Licence.
- (5) There is therefore no difference between the charges that apply under Condition C and those that apply under the Charges Scheme Rules in this scheme, irrespective of the nature and age of the water main or public sewer being connected to.

Charges payable under Condition C and the Charges Scheme Rules

- 5 (1) Subject to the provisions of Condition C of the Licence, where a customer requests Thames Water to make a connection to a water main of any one or more premises which have never at any previous time been connected to a supply of water provided for domestic purposes by Thames Water or any statutory predecessor to it, or where the customer otherwise makes arrangements for such a connection, there shall be payable to Thames Water in respect of each such premises the charge, (less any Related Amount), shown in the Charges Schedule.

Provided that in calculating the total of such premises for the purposes of this charge, there shall be deducted from such total any premises on the same site which were separately connected to such water supply at the date of such calculation or within the previous period of five years provided that each such separately connected premises shall be deducted once only in calculating such total.

(2) Subject to the provisions of Condition C of the Licence, where a customer requests Thames Water to make a connection to a public sewer of one or more premises which have never at any previous time been connected to a sewer used for the drainage for domestic purposes of those premises by Thames Water or any statutory predecessor to it, or where the customer otherwise makes arrangements for such a connection, there shall be payable to Thames Water in respect of each such premises the charge, (less any Related Amount), shown in the Charges Schedule.

Provided that in calculating the total of such premises for the purposes of this charge there shall be deducted from such total any premises on the same site which were separately connected to a public sewer at the date of such calculation or within the previous period of five years provided that each such separately connected premises shall be deducted once only in calculating such total.

(3) The charges payable have been calculated in accordance with the principle that the overall amount charged will, on a rolling five year basis, cover the costs of Network Reinforcement that Thames Water reasonably incurs, net of any other amounts received towards network reinforcement. These other contributions include any Network Charges payable to Thames Water in respect of connections for non-domestic purposes. The individual level of charge for a connection to a water main or public sewer is set based on the Network Reinforcement cost and number of connections forecast for the financial year 2018-19. Water and wastewater infrastructure charges are calculated and set separately.

Payment of Charges

6 Subject to the provisions of clause 7:

(1) the charges shall become due and payable after the connection has been made and within 14 days after demand being made by Thames Water.

(2) For information it should be noted that the charges payable under this scheme are in addition to the charges for making the actual physical connection to the water main and/or public sewer. In the event that Thames Water makes the connection it is empowered by the Act to charge the customer in accordance with the Charging Arrangements for the connection works in addition to raising infrastructure charges under this scheme.

Payment of Charges – premises occupied as dwelling houses

7 In lieu of the provisions of clause 6, where a request is made by a customer for a connection to a water supply or as the case may be, to a public sewer of premises which are occupied as a dwelling house immediately before the relevant connection is made:

(1) the relevant charges under this scheme shall be paid in full after the connection has been made and within 14 days after being demanded by Thames Water; or, at the option of the customer;

(2) an amount equal to the Instalment Amount shall be paid in each of the twelve years following the relevant connection being made, on the anniversary of the date on which the first instalment became due under the preceding paragraph subject only to the customer giving such undertakings to that effect as Thames Water may reasonably require.

Agreements

- 8 The provisions of this scheme are without prejudice to the power of Thames Water to enter into an agreement with a customer as to the terms on which any charges due in respect of the connection of any premises to a water supply or a public sewer system shall be paid to Thames Water including in particular any agreement to make a lump sum payment (whether or not in advance of the connection or connections being made) in respect of such charges.

The role of CCWater and how to contact them

The Consumer Council for Water (CCWater) provides a strong voice for water and wastewater consumers in England and Wales and keeps in close contact with companies that provide these services as well as the consumers themselves.

You can visit their website www.cewater.org.uk, call them on 0300 034 2222, or write to them at Consumer Council for Water, do 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 LIAJ or e-mail to enquiries@cewater.org.uk

Our complaints procedure

A copy of our complaints procedure "Our Quality Promise" can be found at thameswater.co.uk/customercommitment, under 'If you're unhappy with our service', or contact us on 0800 316 9800.

We are committed to providing you with the best possible service. This commitment is backed up by our Customer Guarantee Scheme. We also offer a comprehensive range of Extra Care Services, at no extra charge, for customers requiring additional assistance. For more information, visit thameswater.co.uk/extracare or contact us on 0800 0093 652.