



# Charges scheme

2016 - 2017

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## Introduction

This booklet sets out the Charges Schemes made by Thames Water Utilities Limited under powers conferred by Section 143 of the Water Industry Act 1991 as amended. It does 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. These Charges Schemes comply with the Charges Schemes Rules for 2016-17.

The following standard charges (Developer Services charges and Access prices) are not included in the Charges Scheme, but copies may be obtained online at [thameswater.co.uk](http://thameswater.co.uk).

# Water supply charges scheme 2016

- 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 2016, is made by Thames Water under Section 143 of the Act and shall operate from 1 April 2016 until 31 March 2017 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 2016 –

2017, which is enclosed with and 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;

### “community building”

means place of worship, village hall, scout or guide hut;

### “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;

### “single site”

means any premises whose water supply is measured by a single water meter, provided that Thames Water may at its absolute discretion determine that premises whose water supply is measured by two or more water meters shall be regarded as a single site;

### “Thames Water”

means Thames Water Utilities Limited;

### “valuation list”

means the last valuation list published under Part V of the General Rate Act 1967;

### “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”, which is enclosed with this Scheme for information.

### “WaterSure Plus”

means the reduced tariff for eligible consumers which is referred to in Clause 17 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. Non household customers are liable to pay VAT if their predominant business activity is within Divisions 1 to 5 of the 1980 Standard Industrial Classification. To ascertain this we issue VAT declaration forms to our new customers when we collect billing information from them for the first time. If customers do not return the form we charge VAT by default. An additional

leaflet with a more detailed explanation is available on request.

(3) In the case of supplies to premises other than a house, Thames Water reserves the right to require a payment in advance of up to twelve months of the estimated annual charge, where:

*(i) in the current or prior charging year any bill has remained unpaid for a period of seven days after the consumer has been served with a final notice requiring payment, or a notice advising the consumer that the premises will be disconnected as result of non payment; or*

*(ii) Thames Water considers it reasonably appropriate to do so, having regard to the consumer’s credit rating.*

(4) Where supplies are made for non domestic purposes Thames Water may apply interest for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

## 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

*(i) 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 reasonable 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 subclause (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 Sundry Charges Schedule. Such charge shall be in addition to any other charges payable under this Clause 4.

## Charges for Metered Supplies

5 (1) In respect of supplies of water to houses, 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 17(4) that where the customer is a Vulnerable Customer, the maximum amount payable under this subclause 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.*

(2) In respect of supplies of water to premises which are not houses, 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; plus the annual charge (if applicable) in (c) below; plus the reservation charge (if applicable) in (d) below.

*(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.*

*There are seven separate tariffs:*

- Tariff A: Small usage (0-500m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is less than five hundred cubic metres;
- Tariff B: Small usage (500-1,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five hundred and one thousand cubic metres;
- Tariff C: Small usage (1,000-5,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one thousand and five thousand cubic metres;
- Tariff D: Moderate usage (5,000-20,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five thousand and twenty thousand cubic metres;
- Tariff: Medium usage (20,000-50,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between twenty thousand and fifty thousand cubic metres;
- Tariff: Large usage (50,000-250,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between fifty thousand and two hundred and fifty thousand cubic metres; and
- Tariff: High usage (250,000m<sup>3</sup>+/year), which applies to single sites where the

annual volume of water supplied is more than two hundred and fifty thousand cubic metres PROVIDED ALWAYS that Thames Water has the discretion to determine that a consumer will not be eligible for the above tariffs when a special agreement is in place.

*(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.*

*(c) Annual charge*

*For each single site where Tariffs for medium, large and high usage apply, an annual charge is payable, the amount of which is shown in the Charges Schedule.*

*(d) Reservation Charges*

*In cases where there is an alternative supply to the one provided by Thames Water, the consumer shall pay such reservation charges as may be approved from time to time by the Water Services Regulation Authority. These approved charges will be published on the Thames Water website (thameswater.co.uk).*

## 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 subclause 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 subclause 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 Subclause 8(5)(iii) 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 subclause 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 subclause,*  
*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 37B(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 two years 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](http://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 two years 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](http://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.

## Business Assessed Charges

10 (1) Where Thames Water has made a resolution under sub-clause 9(1) it may determine, at any time and at its discretion, that it is not reasonably practicable to meter specific premises within the category which is required to take and pay for a supply of water by reference to the volume of water supplied and in respect of which the consumer is not entitled to serve a Measured Charges Notice. Such determinations will be made by a duly authorised employee of Thames Water.

(2) Where Thames Water has made a determination under sub-clause (1), charges in respect of the specific premises which are subject to the determination shall be payable as set out in sub-clause (3) on the basis of an assessment of the quantity



of water to be supplied (“the assessed quantity”) as determined by Thames Water and shown by reference to charge bands in the Charges Schedule.

(3) There shall be payable to Thames Water in respect of the assessed quantity an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below:

*(a) Business assessed charge*

*An amount calculated by multiplying the assessed quantity by the rate per cubic metre as shown in the Charges Schedule.*

*(b) Graduated fixed charge*

*A graduated fixed charge in respect of each service pipe providing a supply of water to the customer the amount of which is shown in the Charges Schedule.*

For the avoidance of doubt, the business assessed charge (but not the graduated fixed charge) is still payable in respect of the relevant specific premises where the occupier does not receive a supply of water direct from Thames Water, but 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 relevant specific premises.

(4) The business assessed charge will be based on information provided to Thames Water by the consumer completing and returning a questionnaire provided by Thames Water. Where no such information is forthcoming, Thames Water will have total discretion to calculate the business

assessed charge on the basis of an estimated number of employees (subject to a minimum of ten) and the type of business Thames Water believes is being carried out at the relevant premises. 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 information.

(5) Where a premises subject to business assessed charges are viewed as unoccupied but Thames Water becomes aware that water is being used at that premises (which includes any usage by way of leakage), the business assessed volumetric charges set out in the Charges Schedule will be payable on the basis of Thames Water’s reasonable estimate of that water usage. For the avoidance of doubt, business assessed fixed charges will still be payable.

## Payment of Charges in respect of Unmetered Supplies

11 (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

12 (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

13 (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 subclause

(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 of Business Assessed Charges

14 (1) The consumer's liability for charges based on the assessed quantity, together with fixed charges, 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 10 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 ceases to be in occupation of such premises.

(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 annual charges then remaining unpaid shall thereupon become payable.

(3) 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.

(4) Where a consumer has received from Thames Water an account for rate based charges for a particular charging year and during the course of that year Thames Water determines that the relevant premises shall be subject to charges based on the assessed quantity, then the consumer will only be liable to pay a time apportioned part of the previous account calculated up to and including the date of Thames Water's determination. 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. For the remainder of that year the consumer shall be liable to pay charges based on the assessed quantity on a time apportioned basis commencing the day after Thames Water's determination.

(5) Where in any year a consumer who has paid the charges to be paid under Clause (10) 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 business assessed 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 Methods

15 (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 PayPoint, by Home Banking, by Debit/Credit card or by setting up standing order at your bank
- Payment in weekly or fortnightly payments: You can choose to pay via PayPoint, by Home Banking, by Debit/Credit card

### Methods of payment:

- Direct Debit. To set up a Direct Debit, visit [thameswater.co.uk/directdebit](http://thameswater.co.uk/directdebit), or call us on 0800 980 8800
- Debit/Credit card. Online at [thameswater.co.uk/payingyourbill](http://thameswater.co.uk/payingyourbill) or by calling us on 0800 980 8800

- PayPoint 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 2016 - 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](http://thameswater.co.uk/waterdirect) or contact us on 0800 980 8800.

(3) In the case of charges assessed under Clause 10, instalment arrangements will only be accepted where Direct Debits are used.

(4) 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).

(5) 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

16 (1) 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.

(2) Unoccupied premises will not be regarded as unfurnished for the purposes of 16 (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 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

17 (1) Where sub-clause 17(2) applies and subject to sub-clauses 17(3) and 17(4), in the case of supplies to a house, where:

(a) *an occupier of that house is a Vulnerable Customer; or*

(b) *i) The household receives a gross income, which is less than the income threshold referred to in section 7 of HM Treasury’s policy paper entitled “Tax and Tax Credit Rates and Thresholds for 2016-17” 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 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 either*

*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*

*c) 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 ‘net’ income (i.e. following deductions for tax and national insurance) of every person in full time occupation of the relevant house; less*

*i) 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); less*

## Wastewater charges scheme 2016

ii) 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 from time to time 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

18 (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 980 8800; 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".

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 2016, is made by Thames Water Utilities Limited under Section 143 of the Act and shall operate from 1 April 2016 until 31 March 2017 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 2016 – 2017, which is enclosed with and 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;

#### "community building"

means place of worship, village hall, scout or guide hut;

#### "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 (S.I. 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;

*“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” which is enclosed with this Scheme for information.

*“WaterSure Plus”*

means the reduced tariff for eligible consumers which is referred to in Clause 21 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 WaterSure Schedule.

## General

3 (1) It is intended that the charges to be made under this scheme (together with Trade Effluent Charges) 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. Certain industries (as categorised by the Standard Industries Classification) will be liable to VAT. An additional leaflet with more explanation is available on request.

(3) In the case of supplies to premises other than a house, Thames Water reserves the right to require a payment in advance of up to twelve months of the estimated annual charge, where:

*(i) in the current or prior charging year any bill has remained unpaid for a period of seven days after the consumer has been served with a final notice requiring payment, or a notice advising the consumer that the premises will be disconnected as result of non payment;*  
or

*(ii) Thames Water considers it reasonably appropriate to do so, having regard to the consumer's credit rating.*

(4) Where supplies are made for non domestic purposes Thames Water may apply interest for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

## 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 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, the amount payable under this Sub-clause 4(1) shall be the assessed household charge;*

*PROVIDED ALSO that where Thames Water has attempted to fit 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 consumer on the basis of the no access charge;*

*ii) where Thames Water have determined under sub-clause 8(8) of the Water Supply Charges Scheme 2016 (or equivalent clause under any earlier Charges Scheme) that the amount payable under this sub-clause 4(1) shall be the assessed household charge;*

*iii) 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 or no access charge; PROVIDED ALWAYS that where the reason the other water undertaker has done so is because the customer or consumer has denied access for the purpose of fitting, maintaining, replacing or reading a meter, then Thames Water reserves the right to charge the consumer on the basis of the no access charge;*

*iv) where the consumer is liable to pay the assessed household charge under the provisions of sub-clause 9(4) of the Water Supply Charges Scheme 2016.*

*(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 Unmetered 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 connected premises other than a house, where Thames Water is satisfied that the discharge rate in any trade effluent consent given by Thames Water (or its predecessors) under the Public Health (Drainage of Trade Premises) Act 1937 or the Act exceeds the potential rate of water supplied through the service pipe a fixed charge the amount of which is shown in the Charges Schedule fixed by reference to the notional size of the relevant service pipe. Such notional size to be determined by Thames Water.*

*(iii) 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 be payable in full even where some of the contents discharged to the public sewer from the connected premises constitutes trade effluent in respect of which volume charges

are payable under the Thames Water Trade Effluent Charges Scheme 2016.

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), in respect of connected premises which are houses and 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.

(2) In respect of connected premises which are not houses, and 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; plus the annual charge (if applicable) in (c) below;

*(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(2)(a) at any time and adjust the

consumer's account to reflect any change in circumstances. There are eight separate tariffs:

- Tariff A: Small usage (0-500m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is less than five hundred cubic metres;
- Tariff B: Small usage (500-1,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five hundred and one thousand cubic metres;
- Tariff C: Small usage (1,000-5,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one thousand and five thousand cubic metres;
- Tariff D: Moderate usage (5,000-20,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five thousand and twenty thousand cubic metres;
- Tariff: Medium usage (20,000-50,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between twenty thousand and fifty thousand cubic metres;
- Tariff: Large usage (50,000-100,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between fifty thousand and one hundred thousand cubic metres; and
- Tariff: Large usage (100,000-250,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one hundred thousand and two hundred and fifty thousand cubic metres; and

- Tariff: High usage (250,000m<sup>3</sup>+/year), which applies to single sites where the annual volume of water supplied is more than two hundred and fifty thousand cubic metres PROVIDED ALWAYS that Thames Water has the discretion to determine that a consumer will not be eligible for the above tariffs when a special agreement is in place.

*b) Graduated fixed charges*

*(i) Graduated fixed charges are shown in the charges schedule. One charge is fixed by reference to the size of the pipe which is used for the water supply, the other is fixed by reference to the volume band.*

*(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.*

*(iii) Where Thames Water is satisfied that the discharge rate in any Trade Effluent Consent granted to the customer under the Public Health (Drainage of Trade Premises) Act 1937 or the Act exceeds the potential rate of water supplied by Thames Water or other water undertaker, the graduated fixed charge payable will be based on the notional size of the relevant service pipe, as determined by Thames Water.*

*(iv) No abatement of the fixed charge will be granted in respect of any contents discharged to the public sewer from connected premises which constitutes trade*

*effluent in respect of which volume charges are payable under the Thames Water Trade Effluent Charges Scheme 2016.*

*(c) Annual charge*

*For each single site where medium, large and high tariffs apply, an annual charge is payable, the amount of which is shown in the Charges Schedule.*

(3) Where the charges for water supplied to the connected premises have been fixed by reference to volume by a water undertaker other than Thames Water, Thames Water may at its discretion decide that wastewater charges will not be paid by reference to volume, but under the provisions of Clause 4.

### Wastewater charges where water supply to connected premises is obtained in pursuance of a relevant abstraction licence

6 (1) For the purposes of this Clause 6, the relevant volume to be used in calculating the charges ("relevant volume") shall be determined as follows:

*(i) Where the consumer has delivered returns, the contents of which are accepted as accurate by Thames Water, specifying (for such period of twelve months as may be required by Thames Water) both the volume of water abstracted in pursuance of the relevant abstraction licence for use on the connected premises and the volume of water so abstracted which was discharged to a public sewer, the relevant volume will be the volume shown on the return as*

having been discharged to the public sewer;

(ii) Where the consumer has not delivered such a return of water discharged to a public sewer as is specified in the preceding paragraph (i) but has delivered a return, the contents of which have been accepted as accurate by Thames Water, specifying the volume of water abstracted in pursuance of the relevant abstraction licence for use on the connected premises for such a period of twelve months as may be required by Thames Water, that will be the relevant volume;

(iii) Where a consumer has delivered neither such return of water discharged to a public sewer as is specified in the preceding paragraph (i) nor such return of the water abstracted under the relevant abstraction notice as is specified in paragraph (ii), then the relevant volume will be the volume authorized to be abstracted by the relevant abstraction licence.

(2) There shall be payable to Thames Water in respect of connected premises where a water supply is obtained in pursuance of a relevant abstraction licence, an amount equal to the sum of the following charges: the volume charge in (a) below; plus the graduated fixed charge in (b) below; plus the annual charge (if applicable) in (c) below;

*a) Volume charge*

The amount produced by multiplying the relevant volume by a rate per cubic metre as shown in the Charges Schedule. Where the connected premises is not a house, there are

eight separate tariffs:

- Tariff A: Small usage (0-500m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is less than five hundred cubic metres;
- Tariff B: Small usage (500-1,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five hundred and one thousand cubic metres;
- Tariff C: Small usage (1,000-5,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one thousand and five thousand cubic metres;
- Tariff D: Moderate usage (5,000-20,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five thousand and twenty thousand cubic metres;
- Tariff: Medium usage (20,000-50,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between twenty thousand and fifty thousand cubic metres;
- Tariff: Large usage (50,000-100,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between fifty thousand and one hundred thousand cubic metres; and
- Tariff: Large usage (100,000-250,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one hundred thousand and two hundred and fifty thousand cubic metres; and
- Tariff: High usage (250,000m<sup>3</sup>+/year), which applies to single sites where the annual volume of water supplied is more than two hundred and fifty thousand cubic

metres PROVIDED ALWAYS that Thames Water has the discretion to determine that a consumer will not be eligible for the above tariffs when a special agreement is in place.

*(b) Graduated fixed charges*

*(i) Graduated fixed charges are shown in the Charges Schedule. One charge is fixed by reference to the size of the pipe which is used for the water supply, the other is fixed by reference to the volume band.*

*(ii) Where Thames Water is satisfied that of the water supplied to the relevant connected premises (as shown on the relevant return) 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.*

*(iii) No abatement of the fixed charge will be granted in respect of any contents discharged to the public sewer from connected premises which constitutes trade effluent in respect of which volume charges are payable under the Thames Water Trade Effluent Charges Scheme 2016.*

*(c) For each single site where medium, large and high usage tariffs apply, an annual charge is payable, the amount of which is shown in the Charges Schedule.*

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

7 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**

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

**Progressive Metering**

9 (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 9(2) or 9(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) The following sections, 9(2), 9(3) and 9(4) 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.

(2) 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 2016 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'.

(3) 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.

(4) 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 section 7 of HM Treasury's Policy paper entitled "Tax and Tax Credit Rates and Thresholds for 2016-17" 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](http://www.southeastwater.co.uk)

(5) 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 2016 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.

## Business Assessed Charges

10 (1) Where the water undertaker has determined that it is not reasonably practicable to meter specific connected premises which are not houses, charges for such connected premises shall be payable as set out in sub clause (2) on the basis of an assessment of the quantity of water supplied ("the assessed quantity") as determined by Thames Water and shown by reference to charge bands in the Charges Schedule.

(2) There shall be payable to Thames Water in respect of the assessed quantity an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below:

(a) Business assessed charge  
An amount calculated by multiplying the assessed quantity by the rate per cubic metre as shown in the Charges Schedule provided that where it is shown to the satisfaction of Thames Water that more than ten percent of the assessed quantity (excluding any quantity which in Thames Water's opinion has been lost through leakage) is not discharged to a public sewer, the assessed quantity shall be reduced by the total quantity of water (excluding leakage) which in Thames Water's opinion has not been discharged to the sewer.

(b) Graduated fixed charge

(i) A graduated fixed charge in respect of each pipe which is used for the water supply to the connected premises, 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.*

For the avoidance of doubt, the business assessed charge (but not the graduated fixed charge) is still payable where the occupier does not receive a direct supply of water, but has the right to use a supply of water in other premises by virtue of his occupation of the relevant connected premises.

(3) The business assessed charge will be based on information provided to Thames Water by the consumer completing and returning a questionnaire provided by Thames Water. Where no such information is forthcoming, Thames Water will have total discretion to calculate the business assessed charge on the basis of an estimated number of employees (subject to a minimum of ten) and the type of business Thames Water believes is being carried out at the relevant premises. 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 the receipt of such information.

(4) Where a premises subject to business assessed charges are viewed as unoccupied but Thames Water becomes aware that water is being used at that premises, the

business assessed volumetric charges set out in the Charges Schedule will be payable on the basis of Thames Water's reasonable estimate of that water usage. For the avoidance of doubt, business assessed fixed charges will still be payable.

### Payment of charges where water supply to connected premises is unmetered

11 (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

12 (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

13 (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 subclause 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."

## Payment of Business Assessed Charges

14 (1) The consumer's liability for charges based on the assessed quantity, together with fixed charges, 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 10 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) 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.

### (3) 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.

(4) Where a consumer has received from Thames Water an account for rate based charges for a particular charging year and

during the course of that year Thames Water determines that the relevant premises shall be subject to charges based on the assessed quantity, then the consumer will only be liable to pay a time apportioned part of the previous account calculated up to and including the date of Thames Water's determination. 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. For the remainder of that year the consumer shall be liable to pay charges based on the assessed quantity on a time apportioned basis commencing the day after Thames Water's determination.

(5) Where in any year a consumer who has paid charges under Clause (10) gives notice to Thames Water that he no longer requires a supply of water he shall be entitled to recover from Thames Water all charges payable for a period commencing from the date when Thames Water could have reasonably disconnected 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 business assessed 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 where water supply is obtained in pursuance of a relevant abstraction licence

15 (1) The person responsible for payment of charges where the water supply is obtained in pursuance of a relevant abstraction licence shall be the occupier of the relevant connected premises except where some other person is liable by agreement with Thames Water.

(2) The charges calculated shall be due and payable when the volume of water supplied has been ascertained and a bill in respect thereof issued; provided that the consumer may choose to pay such charges (following the service of notice to Thames Water to that effect) by monthly instalments.

(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) Where a customer goes into occupation of connected premises on a day other than 1 April in any year and charges become due in respect thereof, there shall be payable a time apportioned part only of those charges;

(5) Where in any year a consumer who has paid the charges to be paid under this clause gives notice in writing to Thames Water that he intends to vacate the 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) If, after 31 March in any year, it is shown to the satisfaction of Thames Water that during the year prior to 1 April the volume of water abstracted or authorised to be abstracted in pursuance of the relevant abstraction licence for use on the connected premises, or the volume of such water discharged to a public sewer as the case may be, differs substantially from the volumes on which the charges payable under sub-clause (2) were based, the requisite adjustment in the amount of such charges to take account of such differing volumes may be made in such manner as may be practicable and as Thames Water may consider suitable in the circumstances of the particular case.

## Other charges

16 (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.

(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. These are charges for the reception, treatment and disposal of the contents of cesspools and septic tanks in accordance with the following provisions -

*(a) The charges shall have regard to the estimated annual regional costs of the service for the relevant year;*

*(b) There shall be two rates of charge based on the strength of the effluent received from the cesspools and/or septic tanks. These rates apply to those sites where the strength of effluent is monitored:*

*(i) The first rate will apply to effluent with a suspended solids (SS) strength of 399 milligrammes per litre (mg/l) or less*

*(ii) The second rate will apply to effluent with a SS strength of 400 mg/l and above*

*(c) The charges shall be calculated by multiplying the charge for monitored loads per cubic metre as shown in the Charges Schedule fixed by reference to the quantity delivered to Thames Water;*

*(d) The charges shall be payable by the person requesting the service forthwith on delivery of an account by Thames Water to him;*

*(e) The rate of charge to be applied shall be determined on the basis of Thames Water's measurement of the strength*

*of the effluent. However, where for any reason no such measurement is made, the rate of charge shall be calculated by multiplying the charge as shown in the Charges Schedule fixed by reference to the quantity delivered to Thames Water.*

## Payment Methods

17 (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 PayPoint, by Home Banking, by Debit/Credit card or by setting up standing order at your bank
- Payment in weekly or fortnightly payments: You can choose to pay via PayPoint, by Home Banking, by Debit/Credit card

### Methods of payment:

- Direct Debit. To set up a Direct Debit, visit [thameswater.co.uk/directdebit](http://thameswater.co.uk/directdebit), or call us on 0800 980 8800
- Debit/Credit card. Online at [thameswater.co.uk/payingyourbill](http://thameswater.co.uk/payingyourbill) or by calling us on 0800 980 8800
- PayPoint 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 2016 - 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](http://thameswater.co.uk/waterdirect) or contact us on 0800 980 8800.

(3) In the case of charges assessed under Clause 10 instalment arrangements will only be accepted where Direct Debits are used.

(4) 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).

(5) 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.

## Trade Effluent Charges

18 Nothing in this scheme shall be taken to authorise Thames Water to levy any charges under this scheme in respect of any trade effluent discharge to a public sewer which is the subject of a consent granted by Thames Water under the provisions of the Act or an Agreement entered into under the Act.

19 Where premises discharge both sewage and trade effluent, Thames Water will determine, at its discretion but following consultation with the customer, the proportion of the discharge which is to be charged under this Scheme and the proportion which is to be charged under the Thames Water Trade Effluent Charges Scheme 2016.

## Charge Variations Empty Properties

20 (1) 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. (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.*

(2) 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.

## Surface Water Rebates

(3) 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.

(4) 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, but other premises must submit a claim form to advise that no surface water from the connected premises drains to a public sewer. These 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

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

*a) an occupier of that house is a Vulnerable Customer; or*

*b) i) The household receives a gross income, which is less than the income threshold referred to in section 7 of HM Treasury's Policy paper entitled "Tax and Tax Credit Rates and Thresholds for 2016-17" 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 or is registered disabled.*

*The consumer will only be liable to pay the WaterSure Plus Tariff for charges payable under Clauses 4, 5, 6 and 7.*

(2) This sub-clause applies where:

*a) the total charges that would otherwise be payable under Clauses 4, 5, 6 and 7 of this scheme for the twelve months covered by this scheme; plus either*

*b) the total charges that would otherwise be payable under clauses 4 and 5 of Thames Water's Water Supply Charges Scheme for the same period; or*

*c) where the customer receives a water supply from another water undertaker, those charges from that undertaker which are equivalent to the charges under Clauses 4 and 5 of Thames Water's Water Supply Charges Scheme for the same period are more than 3% of the combined annual 'net' income (i.e. following deductions for tax and national insurance) of every person in full time occupation of the relevant house; less*

*i) 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); less*



## Trade Effluent charges scheme 2016

ii) 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 from time to time 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 and complaints procedure

22 (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 072 1083; or

(b) writing to Thames Water at PO Box 436, Swindon SN38 1TU

(c) visiting [thameswater.co.uk](http://thameswater.co.uk) and completing an enquiry form

(2) Thames Water's complaints procedure is set out in its Customer Code of Practice and summarised in the leaflet "Our Quality Promise".

1 This scheme, which revokes all previous Trade Effluent Charges Schemes made by Thames Water may be referred to as "the Thames Water Trade Effluent Charges Scheme 2016" is made by Thames Water Utilities Limited under section 143 of the Water Industry Act 1991 and shall operate from 1 April 2016 until 31 March 2017 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: -

#### "Agreement"

means an agreement with respect to the disposal of trade effluent made under the provisions of Section 129 of the 1991 Act.

#### "the 1991 Act"

means the Water Industry Act 1991;

#### "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 person liable to pay trade effluent charges for any discharges made under this scheme in respect of relevant premises;

#### "Charges Schedule"

means the schedule of charges fixed by Thames Water for the financial year 2016 – 2017, which is enclosed with and forms part of this scheme;

#### "Consent"

means a consent given pursuant to a trade effluent notice served on Thames Water (or its predecessors) under the 1991 Act or under any predecessor legislation;

#### "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 trade effluent discharges would fall;

#### "the Licence"

means the Instrument of Appointment dated August 1989 where by the Secretary of State for the Environment appointed Thames Water as (inter alia) a sewerage (wastewater) undertaker for the area described therein and includes any subsequent amendments;

#### "public sewer"

shall have the same meaning as in the 1991 Act;

#### "relevant premises"

means trade premises from which a trade effluent is discharged into the public sewers of Thames Water whether or not via an intervening pipe or conduit;

#### "Thames Water"

means Thames Water Utilities Limited;

#### "trade effluent" and "trade premises"

have the meanings assigned to these expressions in section 141 of the 1991 Act;

## General

3 (1) It is intended that the charges to be made under this scheme for the availability of facilities and the reception of trade effluent from relevant premises into Thames Water's public sewers will provide the income necessary to finance the reception, conveyance, treatment and disposal of trade effluent in pursuance of the wastewater and sewage disposal function of Thames Water. These charges will be fixed with due regard to the principles laid down in Chapter 1 of Part V of the 1991 Act and in the Licence.

(2) Charges under this scheme will have regard to the volume and strength of the trade effluent discharges from relevant premises related to the cost of reception, conveyance, treatment and disposal of sewage averaged over the whole of Thames Water's area.

(3) The charges under this scheme are levied in accordance with the provisions of the 1991 Act and the Licence and any taxes imposed by law on the making of such charges shall be recoverable in addition to such charges.

## Charges

4 (1) Subject to the succeeding provisions of this scheme there shall be payable to Thames Water in respect of the reception of trade effluent discharge from relevant premises into Thames Water's public sewers in pursuance of a Consent or Agreement.

(i) *The greater in any billing period of (a) charges derived by applying to the*

*volume of trade effluent as calculated under the terms of the relevant Consent or Agreement, a charge calculated either in accordance with the formula set out in sub-clause (2) below or by reference to the charges for agreed strength discharges set out in the Charges Schedule.*

*This formula may be varied by Agreement when special circumstances apply (e.g. capital contributions by the charge payer for works on Thames Water's infrastructure);*

*or*  
*(b) the appropriate portion of the annual minimum charge shown in the Trade Effluent Charges Schedule there are seven separate tariff bands:*

- **Tariff A:** Small usage (0-500m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is less than five hundred cubic metres;
- **Tariff B:** Small usage (500-1,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five hundred and one thousand cubic metres;
- **Tariff C:** Small usage (1,000-5,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between one thousand and five thousand cubic metres;
- **Tariff D:** Moderate usage (5,000-20,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between five thousand and twenty thousand cubic metres;
- **Tariff:** Medium usage (20,000-50,000m<sup>3</sup>/year), which applies to single sites where

the annual volume of water supplied is between twenty thousand and fifty thousand cubic metres;

- **Tariff:** Large usage (50,000-250,000m<sup>3</sup>/year), which applies to single sites where the annual volume of water supplied is between fifty thousand and two hundred and fifty thousand cubic metres; and
- **Tariff:** High usage (250,000m<sup>3</sup>+ /year), which applies to single sites where the annual volume of water supplied is more than two hundred and fifty thousand cubic metres plus

*(ii) a graduated fixed charge by volume band as shown in the Charges Schedule; plus*

*(iii) where the large volume user tariff applies, a fixed charge as set out in the Charges Schedule;*

*(iv) any additional treatment charges which may apply by virtue of sub-clauses (5) or (6) below.*

(2)(i) Volume and strength charge - standard tariff.

The charge per cubic metre of trade effluent shall be derived from the formula -

$$R + V + \frac{O_t}{O_s} B + \frac{S_t}{S_s} S$$

where

R = the amount shown in the Trade Effluent Charges Schedule. This is the average volume related wastewater charge for receiving into its public sewers and

conveying one cubic metre of foul sewage to Thames Water's sewage treatment works;

V = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Thames Water for primary treatment of one cubic metre of foul sewage at Thames Water's sewage treatment works;

O<sub>t</sub> = the Chemical Oxygen Demand of the trade effluent (in milligrammes per litre) after one hour of quiescent settlement or such other parameter as may be determined by Thames Water;

O<sub>s</sub> = the Chemical Oxygen Demand of average strength settled foul sewage (in milligrammes per litre) after one hour of quiescent settlement or such other parameter as determined at Thames Water's sewage treatment works;

B = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Thames Water for biological oxidation of one cubic metre of foul sewage at Thames Water's sewage treatment works;

S<sub>t</sub> = the total suspended solids settleable in one hour from the trade effluent at pH 7.0 or at the pH of mixed sewage (in milligrammes per litre);

S<sub>s</sub> = the total suspended solids removed from average strength foul sewage by settlement (in milligrammes per litre) in one hour at pH 7.0 or the pH of mixed sewage as determined by Thames Water;

S = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Thames Water, per cubic metre of sewage received, for treatment and disposal of sludge from Thames Water's sewage treatment works;

*(ii) Volume and strength charge  
- large volume user tariff*

For each relevant premises in respect of which the consumer pays to Thames Water the additional sum shown in the Trade Effluent Charges Schedule the values of R, V, B and S in the above formula will be as shown in the said Schedule under the heading "Large Volume User Tariff" provided that Thames Water has the discretion to determine that a consumer will not be eligible for the above tariff when a special agreement is in place.

(3) In sub-clause (2) references to Ot and St will in each case refer to values which have been determined by one of the following methods:-

*(i) by reference to the mid point of a band determined by Thames Water by samples taken for charging purposes;*

OR

*(ii) where:*

*(a) the maximum daily discharge permitted under a Consent exceeds four hundred cubic metres; or*

*(b) the values of Ot and St for a relevant Consent are highly variable; or*

*(c) the values of Ot and St for a relevant Consent exceed the maximum value in the bands determined by Thames Water under paragraph (i) of this sub-clause by reference to a sampling programme directed by Thames Water.*

OR

*(iii) for certain categories of premises determined by Thames Water, by reference to a standard value determined by Thames Water.*

(4) Where the strength of the trade effluent subject to this scheme is unknown, Thames Water will take, for analysis, the number of samples statistically required to demonstrate the accurate trade effluent strength for charging purposes. The sampling and analysis charge payable under sub-clause (1) (ii) above shall be the charge shown in the Trade Effluent Charges Schedule.

(5) Where samples taken by Thames Water establish that the consumer is in breach of an Agreement or a Consent, the consumer shall be liable to pay the sampling and analysis charge for each sample that was necessary to take in order to establish such a breach, which shall be the charge shown in the Charges Schedule.

(6) Where the trade effluent requires treatment for ammoniacal nitrogen in addition to that reflected by the formula detailed in sub-clause (2) the additional charge payable per cubic metre under paragraph (iv) of sub-clause (1) shall be a multiple of the charge per cubic metre shown in the Charges Schedule.

The multiple will be calculated as the concentration of ammoniacal nitrogen in mg/l in excess of 35mg/l expressed as a fraction of 35. Effluent with a concentration of less than 35mg/l will not be subject to this addition charge.

(7) Charges under this scheme shall be payable by the person to whom the necessary Consent referred to in sub-clause (1) was granted or, as the case may be, any person who makes a discharge of trade effluent at any time during the period to which the charge relates.

### Application Fee

5 The application fee shown in the Trade Effluent Charges Schedule shall be payable to Thames Water by the consumer when applying for a Consent.

### Other Charges

6 For services performed, facilities provided or rights made available in pursuance of the Trade Effluent function of Thames Water, other than those referred to above, Thames Water may fix by resolution or by agreement 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.

### Payment of charges

7 (1) The application fee referred to in Clause

5 shall be payable before the application for a Consent is processed by Thames Water.

(2) Other charges referred to in the preceding clauses shall be payable on demand when the volume of trade effluent discharged has been ascertained. Where it has not been possible to ascertain the volume of trade effluent discharged for any reason, Thames Water may calculate a bill based on an estimate of the said volume. A billing period shall not normally exceed one year.

(3) Charges to persons ceasing to discharge a trade effluent from relevant premises or commencing a new discharge from such premises shall be the greater of the appropriate volumetric charge for the relevant period of a year or a time apportioned part of the minimum annual charge, shown in the enclosed schedule fixed by Thames Water.

8 Nothing in this charges scheme shall affect any power of Thames Water to fix by resolution or to make any such agreement as to charges as they are empowered to make.

### Wastewater Charges

9 Where premises discharge both trade effluent and sewage, Thames Water will determine, at its discretion, but following consultation with the customer, the proportions of the discharge which is to be charged under this Scheme and the proportion which is to be charged under the Thames Water Wastewater Charges Scheme 2016.

# Infrastructure charges scheme 2016

- 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 2016” is made by Thames Water Utilities Limited under Section 143 of the Act and shall operate from 1 April 2016 until 31 March 2017 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 2016 – 2017, which is enclosed with and forms part of this scheme;

### “connection”

includes a connection to a water supply 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;

### “premises”

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

### “public sewer” “service pipe”

“sewerage (wastewater) undertaker” 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 additional capacity in Thames Water’s water supply and wastewater and sewage disposal systems (excluding such works as are expected to be the subject matter of requisitions under Sections 41 and 98 of the Act), 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 and the Act, 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) Subject to the provisions of Condition C of the Licence, where a customer requests Thames Water to make a connection to a water supply 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 Infrastructure 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) For information it should be noted that the charges payable under sub-clauses 4(1) and 4(2) above are in addition to the costs incurred in making the actual physical connection to the water main and/or sewer. Thames Water is empowered by the Act to recover expenses reasonably incurred for making such connections and will recover such expenses in addition to raising infrastructure charges.

## Payment of Charges

5. Subject to the provisions of Clause 6:

*(a) Where a customer requests Thames Water or its agent or contractor to make a connection to a water supply in the circumstances mentioned in sub-clause 4(1) the charges payable under that sub-clause shall become due and payable after the connection has been made and within 14 days after demand being made by Thames Water;*

*(b) Where a customer requests Thames Water or its agent or contractor to make a connection to a public sewer in the circumstances mentioned in sub-clause 4(2) the charges payable under that sub-clause shall become due and payable after the connection has been made and within 14 days after demand being made by Thames Water;*

*(c) Where, instead of making a request to Thames Water, a customer himself makes arrangements for a connection to be made to a water supply or to a public sewer in the circumstances mentioned in subclause 4(1) or 4(2) (as the case may be), the charges payable under those sub-clauses shall become due and payable within fourteen days after demand being made by Thames Water.*

## Payment of Charges - premises occupied as dwelling houses

6. In lieu of the provisions of Clause 5, 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:

*(a) the relevant charges under this scheme shall be paid in full within 14 days after being demanded by Thames Water, or, at the option of the customer;*

*(b) 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

7. The provisions of this scheme are without prejudice to (a) 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; and (b) the terms of any such Agreement entered into by Thames Water or any statutory predecessor to it prior to 1 April 1990.

## 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](http://www.cewater.org.uk), call them on 0300 034 2222, or write to them at Consumer Council for Water, c/o 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 4AJ or e-mail to [enquiries@cewater.org.uk](mailto:enquiries@cewater.org.uk)

## Our complaints procedure

A copy of our complaints procedure “Our Quality Promise” can be found at [thameswater.co.uk/customercommitment](http://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](http://thameswater.co.uk/extracare) or contact us on 0800 009 3652.

# Contact us



## Online

[thameswater.co.uk](https://www.thameswater.co.uk)

You can contact us online to make a payment, tell us you're moving, provide a meter reading, send us an enquiry, and much more.



## By telephone

### Your bill and account

For queries relating to your bill, change of address, meter readings and other billing enquiries, you can speak to our team on 0800 980 8800.

Monday to Friday      8am to 8pm

Saturday                      8am to 6pm

Textphone service if you are deaf or hard of hearing: 0800 316 6899.

### Telephone self service

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

- Pay your bill with a debit or credit card
- Set up a Direct Debit or payment plan
- Check your balance

### Water and wastewater services

For water and wastewater enquiries, emergencies and other non-billing enquiries, you can call our team 24 hours a day on 0800 316 9800.

Textphone service if you are deaf or hard of hearing: 0800 316 9898

To contact us from abroad: +44 1793 366011



## By post

Thames Water, PO Box 286, Swindon SN38 2RA



This leaflet can be supplied in large print, braille, or audio format upon request.