



Our guarantees to you

Customer Guarantee Scheme for household
customers

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Introduction

1 Commencement and application

All customers of water and sewerage companies are entitled to guaranteed minimum standards of service, as laid down by the Government. These rights are known as the Guaranteed Standards Scheme (GSS). Where Thames Water fails to meet any of these standards of service then we are required to make a specified payment to the affected customer.

This scheme only applies to customers of Thames Water and in relation to domestic premises. Non-household customers are not covered by this scheme and should receive all relevant information about guarantees applying to their services from their retailer.

2 Interpretation

In this scheme:

“account” means the customer account data held by Thames Water for the purposes of providing water and/or wastewater services.

“Bill” means a statement setting out the charges for water and/or wastewater services provided to the customer by Thames Water for any given billing period

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

“customer” means a Thames Water customer who is not a customer of a water supply licensee or sewerage licensee operating in accordance with a retail authorisation.

“outbuilding” means a shed, garage or similar building that is not attached to any other building other than another outbuilding.

“Priority Services Register” means a register which certain customers can opt into, which alerts Thames Water to any situation where a customer may require extra help.

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

“retail authorisation” has the meaning given:

(a) For a water supply licence in paragraph 3 of Schedule 2A to the Water Industry Act 1991

(b) For a sewerage licence, in paragraph 1 of Schedule 2B to the Water Industry Act 1991

“Thames Water” means Thames Water Utilities Limited

“working day” means any day that is not a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday under the Banking and Financial Dealings Act 1971

Types of payment

3 Keeping appointments

1. This guarantee applies where Thames Water gives notice to a customer, either in writing or orally, that an agreed appointment has been made for its representative to visit the customer’s domestic premises, being a visit in connection with the provision of supplies of water or, as the case may be, of wastewater services which requires access to be afforded to the representative or for which it would otherwise be reasonable to expect the customer or a person acting on their behalf to be present on the premises. Please note that in some circumstances (for example, sewage flooding or service disruption) an agreed appointment may not be appropriate because we cannot guarantee to attend at a particular time. In these circumstances we aim to respond as quickly as possible and within our emergency response times.
2. Where this guarantee applies, the notice referred to in paragraph (1) shall specify the date of the visit (“the appointed day”) and the premises to be visited as well as:
 - (a) the start and end time of a 2-hour time band within which the visit will be made;
 - (b) the start and end time of either a morning or afternoon time band within which the visit will be made.
3. Where this guarantee applies, Thames Water shall, except in the circumstances described in paragraph 4, pay to the customer (or credit his/her account) the sum of £50 if:
 - (a) the notice given by Thames Water does not comply with paragraph (2); or
 - (b) a visit was not made on the appointed day; or
 - (c) a visit was made outside the 2-hour time band specified; or
 - (d) a visit was not made within the morning or afternoon time band on the appointed day as specified in the notification.
4. The circumstances mentioned in paragraph (3) are:
 - (a) that the customer has cancelled the appointment, or
 - (b) that Thames Water has cancelled the appointment by giving the customer not less than 24 hours’ notice (whether orally or in writing) of cancellation; or
 - (c) that it was impractical to make the visit on the appointed day because of (i) the act or default of a person other than an officer, employee or agent of Thames Water or person acting on behalf of its agent; and these conditions or that action, act or default could not reasonably have been foreseen by Thames Water sufficiently early to enable it to cancel the appointment in accordance with subparagraph (b) or to make suitable alternative arrangements to fulfil it.
5. For the purpose of this guarantee, where Thames Water holds a record signed by a representative who is instructed to make the visit that the visit was made on the appointed day, and is either:

- (a) within the morning or afternoon time band as specified in the notice; or
- (b) within the 2-hour time band specified; that visit shall be regarded as having been made unless the customer establishes that the record is incorrect.

4 Account queries and requests about payment arrangements

1. This guarantee applies where a customer queries in writing the correctness of an account presented to him/her by Thames Water for the supply of water or wastewater services to his/her domestic premises ('a query') or where a customer asks in writing to change the arrangements by which he/she makes payments to Thames Water.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £40 if Thames Water fails:
 - (a) in the case of a query, to dispatch a substantive reply to the customer within 10 working days from the date of receipt of the query;
 - (b) where the customer asks to change the arrangements by which he makes payments and that request cannot be met, to dispatch a substantive reply to the customer within 5 working days from the date of receipt of the request.
3. The circumstances mentioned in paragraph (2) are:
 - (a) that the customer has informed Thames Water that he/she does not wish to pursue his/her query or request; or
 - (b) a person acting on behalf of its agent made it impracticable to dispatch such a reply within the relevant period; or
 - (c) that the query or request was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for queries or requests of that nature
4. References in this guarantee to the arrangements by which a customer makes payments include references to arrangements for payments by instalment, and references to a change in such arrangements include references to a change in the frequency of payments.

5 Enquires about water and wastewater services

1. This guarantee applies where a customer makes an enquiry in writing:
 - (a) to Thames Water in connection with the supply of water to that customer's domestic premises; or
 - (b) to Thames Water in connection with the provision of wastewater services to that customer's domestic premises.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £40 if Thames Water fails to send a substantive reply to the customer within 10 working days from the receipt of the enquiry.
3. The circumstances described in this paragraph are:

- (a) that the customer has informed Thames Water that he does not wish to pursue his/ her enquiry; or
- (b) the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to dispatch a reply within the relevant period mentioned in paragraph (2); or
- (c) that the enquiry was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for enquiries of that nature; or
- (d) that the enquiry is frivolous or vexatious.

6 Complaints about water and wastewater services

1. This guarantee applies where a customer complains in writing:
 - (a) to Thames Water in connection with the supply of water to domestic premises;
 - (b) to Thames Water in connection with the provision of wastewater services to domestic premises.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £40 if Thames Water fails to send a substantive reply to the customer within 10 working days from the receipt of the complaint.
3. The circumstances described in this paragraph are:
 - (a) that the customer has informed Thames Water that he/she does not wish to pursue his/her complaint; or
 - (b) the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to dispatch a reply within the relevant period mentioned in paragraph (2); or
 - (c) that the complaint was not sent to an address notified in writing by Thames Water to its customers as the appropriate address for complaints of that nature; or
 - (d) that the complaint is frivolous or vexatious.

7 Flooding from sewers

1. Effluent from a sewer which is vested in Thames Water shall not escape onto a customer's land and shall not enter a customer's building.
2. Where effluent from a sewer which is vested in Thames Water does escape onto a customer's land but does not enter their building (or a domestic outbuilding), Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer or credit his/her account) in respect of each such incident whichever is the lesser of:
 - (a) a sum equal to half of the wastewater charges payable by him/her to Thames Water for the financial year in which the incident occurs (subject to a minimum payment of £150); or
 - (b) a sum of £1,000.
3. The circumstances described in this paragraph are:

- (a) that the customer has not suffered any damage, financial loss or (in the opinion of Thames Water) serious loss of amenity in respect of the incident; or
 - (b) that the escape of the effluent was caused by one or more of the following:
 - (i) exceptional weather
 - (ii) industrial action by employees of Thames Water
 - (iii) the actions of the customer or any defect, inadequacy or blockage in his/her drains or sewers; or
 - (iv) that the customer has not made a claim, either in writing or orally, for a payment under this guarantee within 3 months following the date on which the effluent escaped onto his/ her land.
4. Where effluent from a sewer which is vested in Thames Water does enter a customer's building (other than a non-domestic outbuilding), Thames Water shall, except in the circumstances described in paragraph (5), pay to the customer (or credit his/her account), in respect of each such incident whichever is the lesser of:
- (a) a sum equal to the wastewater charges payable by him/her to Thames Water for the financial year in which the incident occurs (subject to a minimum payment of £300); or
 - (b) a sum of £2,000.
5. The circumstances described in this paragraph are:
- (a) that the escape of the effluent was caused by one or more of the following:
 - (i) exceptional weather
 - (ii) industrial action by employees of Thames Water
 - (iii) the actions of the customer or any defect, inadequacy or blockage in his/her drains or sewers; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within 3 months following the date on which the flooding occurred.
6. For the purposes of this guarantee:
- (a) 'building' includes a space beneath a suspended floor of a building;
 - (b) effluent shall not be treated as entering a building while it is in a drain or sewer.

8 Notice of interruption of supply

1. Where the supply of water to a customer's domestic premises is to be cut off to carry out necessary works in circumstances in which Thames Water is required by Section 60(3) of the Water Industry Act 1991 to give the customer notice, Thames Water shall, before the supply is cut off, notify the affected customer in writing of:
 - a) the earliest date and time after which the undertaker reasonably expects that the supply will be interrupted or cut off; and
 - b) the latest date and time by which the undertaker reasonably expects that the supply will be restored; and
2. Where the supply of water to premises has been interrupted or has been shut off to carry

out necessary works in an emergency (and notice is not given in accordance with section 60(3) of the Water Industry Act 1991), Thames Water shall take all reasonable steps to notify affected customers as soon as is reasonably practicable:

- a) that the supply has been interrupted or cut off;
 - b) where an alternative supply may be obtained;
 - c) of the time by which it is proposed the supply should be restored; and
 - d) of the telephone number of an office from which further information may be obtained.
3. Where the supply of water to premises is cut off as described in paragraph (1) for more than 4 hours and Thames Water fails to give the notice referred to in that paragraph at least 48 hours before the supply is cut off, Thames Water shall, except in the circumstance described in paragraph (4), pay to the affected customer (or credit to his/her account) the sum of £50.
4. The circumstances described in this paragraph are:
- (a) the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent made it impracticable to give the notice at least 48 hours before the water supply was cut off; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, whether orally or in writing, under this guarantee within 3 months following the date on which the supply was cut off.

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

1. This guarantee applies where the supply of water to a customer's domestic premises is interrupted or cut off by Thames Water as described in section 8, 'Notice of interruption of supply'.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (4), pay to the customer (or credit to his/her account) the sum of £50
 - (a) if the supply of water to the premises is not restored by the time specified for restoration of that supply in a notice given in accordance with section 8 (1);
 - (b) where the supply is interrupted or cut off as mentioned in subparagraph 8 (2) and if the supply is not restored within 12 hours from the time when Thames Water first became aware of the interruption or the supply was cut off.
3. Where a payment is due to be made or credited to a customer by virtue of paragraph (2), Thames Water shall, except in the circumstances described in paragraph (4), pay to that customer or credit to his/her account a further sum of £50 in respect of each further complete period of 12 hours during which the supply remains unrestored.
4. The circumstances mentioned in paragraph (2) are:
 - (a) the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agent precluded the restoration of the supply within the relevant period; or
 - (b) in a case described in paragraph 2 (b) or (c) circumstances which were so

exceptional that it would be unreasonable to have expected the supply to be restored within the relevant period; or

- (c) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within three months following the date on which the supply was cut off.

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

10 Low water pressure

1. Thames Water shall maintain a minimum pressure of water in a communication pipe serving a customer's domestic premises supplied with water of seven metres static head.
2. Where in any period of 28 days the pressure in a communication pipe falls below seven metres head of pressure on two occasions lasting not less than 1 hour Thames Water will, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £50.
3. The circumstances described in this paragraph are:
 - (a) that five payments under this regulation have already been made to the customer in respect of the same financial year; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within 3 months from the later date of the two occasions on which the pressure fell below 7 metres static head; or
 - (c) the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agents made it impracticable to maintain the minimum pressure referred to in paragraph (1).
4. This regulation does not apply where the pressure falls below the minimum pressure referred to in paragraph (1) in connection with the carrying out of necessary works or because of drought.
5. In this regulation, "communication pipe" means:
 - (a) where the premises supplied with water abut on the part of the street in which the undertaker's water main is laid, and the service pipe:
 - (i) enters those premises otherwise than through the outer wall of a building abutting on the street; and
 - (ii) has a stopcock placed in those premises and as near to the boundary of that street as is reasonably practical so much of the service pipe as lies between the water main and that stopcock;
 - (b) in any other case, so much of the service pipe as lies between the water main and the boundary of the street in which the water main is laid.

11 Restriction of Use Notices

1. This guarantee applies where Thames Water issues a customer with a 'Restriction of Use Notice' after it has become aware of a water quality problem and which has subsequently been confirmed by Thames Water.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account), each time it happens.
 - (a) Where a customer receives a restriction of use notice due to a water quality issue within the Thames Water supply pipework, Thames Water shall except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £30.
3. The circumstances in this paragraph are:
 - (a) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within 3 months from the date of the Restriction of Use Notice; or
 - (b) The restriction of Use Notice was issued and it is established that there was not a water quality issue within the Thames Water supply pipework.
 - (c) that it was necessary to issue the Restriction of Use Notice because of the act or default of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agents.
 - (d) The problem within the supply pipework originated from a source which the responsibility of a person other than an officer, employee or agent of Thames Water or a person acting on behalf of its agents.

12 Extra help services

1. This guarantee applies where a customer is registered on the Thames Water Priority Services Register as requiring any of the following extra help services:
 - (a) Bill literature in braille or large print and/or on a coloured background of yellow, green, blue or pink;
 - (b) Literature relating to the customer's Priority Services Register data in braille or large print and/or on a coloured background of yellow, green, blue or pink;
 - (c) Delivery of bottled water within 24 hours of an incident occurring, where the customer is registered as having any of the following conditions:
 - i. Water dependant
 - ii. Medically dependant showering/bathing
 - iii. Dialysis, feeding pump and automated medication
 - iv. Chronic/serious illness
 - v. Oxygen use
 - vi. Nebuliser and apnoea monitor
 - vii. Heart, lung and ventilator

- viii. Oxygen concentrator
 - ix. Stair lift, hoist, electric bed
 - x. Unable to answer door
 - xi. Physical impairment
 - xii. Dementia/cognitive impairment
 - xiii. Blind/eyesight impairment
 - xiv. Restricted hand movement
 - xv. Temporary – post hospital recovery
 - xvi. Aged over 90
2. Where Thames Water has failed to provide any of the extra help services as set out in paragraph 12.1 above, Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £40 for each incident or letter received.
 3. The circumstances in this paragraph are:
 - (a) The customer is not registered on the Thames Water Priority Services Register as requiring the extra help services set out in paragraph 12.1 above;
 - (b) The customer's water is restored within 12 hours from when Thames Water became aware of the incident
 - (c) that the customer has not made a claim in writing, for a payment under this guarantee within 3 months following the date on which the letter was sent or the incident started
 4. For the purposes of this guarantee, an incident means where the supply of water to a customer's domestic premises is interrupted due to a burst main or other asset failure or a water quality issue.

How we apply the scheme

13 Payments and credits

1. Where Thames Water is required to make a payment to a customer or to credit a sum to his/her account, Thames Water shall make the appropriate payment or, as the case may be, credit the customer's account:
 - (a) in the case of guarantees covered in sections 3 (Keeping appointments), 4 (Account queries and request about payment arrangements), 5 (Enquiries about water and wastewater services), 6 (Complaints about water and wastewater services), within 10 working days of the sum becoming payable; or
 - (b) in the case of guarantees covered in sections 7 (Flooding from sewers), 8 (Notice of interruption of supply), 9 (Entitlement to a payment or a credit where supply not duly restored), within 20 working days of the sum becoming payable.
 - (c) In the case of the guarantee covered in section 11 (Restriction of use notices) and 12 Extra help services within 20 working days of the sum becoming payable.
2. Where Thames Water fails to make a payment or credit a sum in accordance with sub-

paragraph (1)(a) Thames Water shall pay to the customer (or credit to his/her account) a further sum of £40 automatically.

3. Where Thames Water fails to make a payment or credit a sum in accordance with sub-paragraph (1)(b) Thames Water shall pay to the customer (or credit to his/ her account) a further sum of £40 automatically.
4. Where Thames Water fails to make a payment or credit a sum in accordance with sub-paragraph (1)(c) Thames Water shall pay to the customer (or credit to his/her account) a further sum of £20 automatically for the Restriction of Use guarantee and £10 automatically for the Extra Care Services guarantee.

14 Notice of rights to be given to customers

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

15 Entitlement to payment where customers are in arrears

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

16 Payments not to affect other legal liabilities

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

Referral of disputes to Ofwat

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

How to make a claim

If you wish to make a claim under the above scheme, please visit our website at

thameswater.co.uk/ourcommitment

or write to:

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

or telephone:

0800 316 9800



It's everyone's water