



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 household 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 bill account for the charging of water and/or wastewater services provided by Thames Water

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

“**household 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

“**Restriction of Use Notice**” means a written notice from Thames Water advising the customer that due to drought or 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 WIA
- (b) For a sewerage licence, in paragraph 1 of Schedule 2B to the WIA

“**Thames Water**” means Thames Water Utilities Limited

“**WIA**” means the Water Industry Act 1991

“**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 household 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 and may delay our attendance. In these circumstances we aim to respond as quickly as possible and within our emergency response times.
2. Where this guarantee applies, the notice referred to in paragraph (1) shall 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 two-hour time band within which the visit will be made;
 - (b) a time the visit will be made; or
 - (c) 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 but not at the specific time given and was made more than 15 minutes either side of the specific time given; or
 - (d) a visit was made outside the two hour time band specified; or
 - (e) 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) not more than 15 minutes either side of the specific time given; or
 - (c) within the two 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 household 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 household 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 £20 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 five 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. Enquiries about water and wastewater services

1. This guarantee applies where a household 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 £20 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 household 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 £20 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 household customer's land and shall not enter a household customer's building.
2. Where effluent from a sewer which is vested in Thames Water does escape onto a household customer's land but does not enter their building (other than an 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 £75); or
 - (b) a sum of £500.
3. The circumstances described in this paragraph are:
 - (a) that the customer has not suffered any damage, financial loss or (in the opinion of Thames Water) serious loss of amenity in respect of the incident; or
 - (b) that the escape of the effluent was caused by one or more of the following:
 - (i) exceptional weather
 - (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 three 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 an 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 £150); or
 - (b) a sum of £1,000.
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 three 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 household 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 WIA to give the customer notice, Thames Water shall, before the supply is cut off, notify the affected customer in writing of:
 - (i) the earliest date and time after which the undertaker reasonably expects that the supply will be interrupted or cut off; and
 - (ii) 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 WIA, 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 £30.
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 household 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 £30
 - (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 (a) and there is no leak or burst as is so mentioned, if the supply is not restored within 12 hours from the time when Thames Water first became aware of the interruption or the supply was cut off.
3. Where a payment is due to be made or credited to a customer by virtue of paragraph (2), Thames Water shall, except in the circumstances described in paragraph (4), pay to that customer or credit to his/her account) a further sum of £30 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 (a) or (b) 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.
5. This guarantee does not apply where a supply is interrupted or cut off because of drought – see section 11.

10. Low water pressure

1. Thames Water shall maintain a minimum pressure of water in a communication pipe serving a household 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 £30.
3. The circumstances described in this paragraph are:
 - (a) that a payment under this regulation has already been made to the customer in respect of the same financial year; or
 - (b) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within three months from the later date of the two occasions on which the pressure fell below seven 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 household customer with a 'Restriction of Use Notice' after it has become aware of an actual water quality problem.
2. Where this guarantee applies Thames Water shall, except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £30, each time it happens.
 - (a) Where a customer receives a restriction of use notice due to drought, Thames Water shall except in the circumstances described in paragraph (3), pay to the customer (or credit to his/her account) the sum of £10 for each full or part day they are affected.
3. The circumstances in this paragraph are:
 - (a) that it was impractical for Thames Water to have identified the customer as affected and that the customer has not made a claim for payment, either orally or in writing, under this guarantee within 3 months from the date of the Restriction of Use Notice; or
 - (b) that it was necessary to issue the Restriction of Use Notice as a result of 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.

How we apply the scheme

12. 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), 10 (Low water pressure) and 11 (Restriction of use notices), 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 £10 automatically.

13. Notice of rights to be given to customers

1. Thames Water will at least once in every financial year provide every household 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.

14. Entitlement to payment where customers are in arrears

1. If at the material time a household 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.

15. Payments not to affect other legal liabilities

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

16. Referral of disputes to Ofwat

1. Where a dispute arises between Thames Water and a household 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.

17. 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