

Thames Water Utilities Limited (TWUL) Wholesale

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# NAV tariff document

Setting out tariffs for 2020/2021 in relation to services provided by  
TWUL Wholesale

## Legal foreword

This version of the NAV Tariff Document dated 1 April 2020 was published by Thames Water Utilities Limited ("TWUL") Wholesale and is designated by TWUL as the NAV Tariff Document.

This document has been produced to provide guidance on when we will apply bulk service charges and discrete service charges to NAVs. The tariffs published in this document are applicable for the charging period April 2020 – March 2021.

The legal relationship between Thames Water and NAVs is regulated by relevant legislation and written contracts. This document should not be relied upon as an accurate summary of any legal obligations that exist elsewhere.

## Seeking feedback

This document aims to give you the information you need to understand when tariffs will apply and the level of any such charges. The charges within this document are subject to change. We would appreciate your comments and feedback on the document. Please send your comments to: [wholesaleservices@thameswater.co.uk](mailto:wholesaleservices@thameswater.co.uk)

## Changes to this document

Throughout the year we are constantly working to improve our services and we may issue updates to this document as appropriate.

## Revision history

Date	Version	Changes
January 2020	1.0	Publication
April 2020	2.0	Infrastructure contributions, income offset and discrete services added. Introduction amended.

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## Introduction to the NAV Tariff Document

This document sets out the tariffs for Thames Water relating to NAV customers for the period commencing 1 April 2020 and has been created in accordance with Ofwat's guidance.

The information in this document should be considered alongside the following:

- your Bulk Supply Agreement and/or Bulk Discharge Agreement,
- our NAV Service Offering (document available on the Thames Water website).

Throughout this document references are made to and refer to 'You', the NAV and 'We', Thames Water Utilities Limited.

This document sets out the information that you need to identify when tariffs may apply, the actual tariffs (where available) and any conditions that relate to the tariffs and services.

It should be noted that the tariffs in this document are calculated excluding VAT and any other taxes that may be applicable.

The document contains two main parts:

[Part A: Bulk service charges](#) – details NAV tariffs and how they are defined and calculated.

[Part B: Discrete service charges](#) – sets out our tariffs for discrete, one-off services which are provided in addition to any tariffs set out in Part A of this document.

## Part A Bulk services charges

### A.1 Introduction

We responded to the guidance published by Ofwat in May 2018, requiring companies to review their tariffs for New Appointments and Variations ('NAV') bulk charges and publishing bulk charges for NAVs in February 2019.

These tariffs form part of a broader contract that is agreed between Thames Water and NAVs that sets out the terms and conditions of supply of bulk services known as a bulk agreement, including the price referred to as 'bulk charges'.

Bulk services can be categorised as being between an incumbent water company and:

- another incumbent water company; or,
- a water company created through the 'New Appointments and Variations' process (NAV)

Our initial NAV tariff(s) came into effect on 1 April 2019. Throughout 2019/20 we have reviewed our NAV tariffs, engaged with NAVs and have made improvements to our 2020/21 NAV tariff offering, including:

- no longer applying the supplementary fixed charges;
- aligning super large water and large wastewater tariffs with NAV tariffs;
- updating the NAV tariff calculation to reflect the most current published data on costs from our 2018/19 Annual Performance Report; and,
- updating our allowance for network losses.

The aim of this document is to provide clear and transparent information about our bulk charges relating to the supply of water and wastewater services to NAVs.

Our tariffs adhere to Defra's four objectives for charging:

- fairness and affordability
- environmental protection
- stability and predictability
- transparency and customer focused service.

## A.2 Developing our NAV tariff

Following consultation in November 2017, Ofwat published its final guidance on bulk charges for NAVs in May 2018. This sets out specific guidance on the calculation of NAV tariffs. There is some scope for companies to make their own decisions on the precise methodology they will apply.

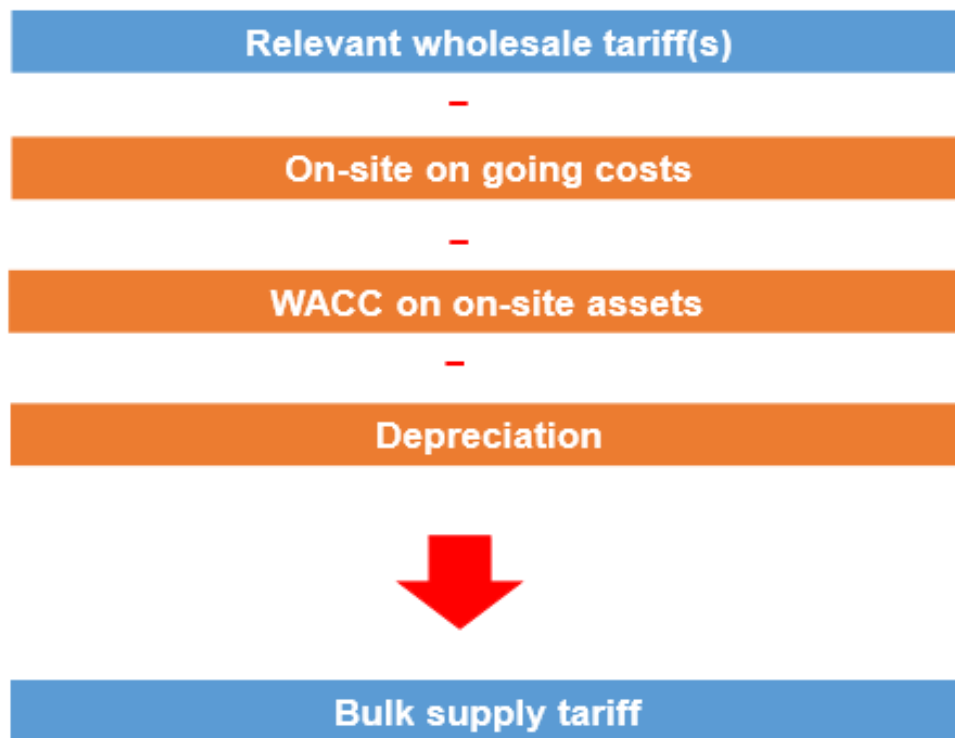
We have taken a considered approach to developing our NAV charges, following Ofwat's guidance, and incorporating NAV feedback throughout the year, with the ambition of encouraging the development and sustainable economic growth of the NAV market.

## A.3 Our 2020/21 NAV tariff

### Ofwat's guidance on bulk charges for NAVs

Ofwat's guidance states that in the event of a tariff dispute being referred to them, they will use a wholesale minus approach to determine charges. This is therefore the approach we have adopted to calculate the NAV tariff. This involves deducting the on-site costs that an incumbent would incur if it, instead of a NAV, were to provide services to customers on a new development, from relevant wholesale charges.

Figure 1: Ofwat guidance on wholesale-minus approach



In the section below we describe in greater detail how we have applied the 'wholesale-minus' approach in developing our bulk charges for NAVs.

We recognise the importance of stable, predictable charges for our NAV customers and believe that our NAV tariff methodology best supports this objective.

### A.3.1 Defining the 'relevant wholesale tariff(s)'

The first step in applying the 'wholesale-minus' approach is to identify the relevant wholesale tariffs.

The relevant wholesale tariff will be the standard household wholesale volumetric tariff set out in our Wholesale Charges Scheme. The reason we have adopted this is as follows:

- 99% of water customers and 99% of wastewater customers in our non-household market consume less than the 20,000 m<sup>3</sup> annual volume that would be needed to be eligible for the Intermediate and more discounted 'Large User' tariff;
- there is no difference between the standard volumetric non-household customer charge (<20,000 m<sup>3</sup> annual consumption) and the standard volumetric household customer charge for both water and wastewater.

This 'generic' starting point has the added benefit of eliminating the need for additional calculations to be undertaken and corrected or 'trued-up' annually and reduces the burden on NAVs to forecast property mix ahead of the charging year in question.

In summary, the relevant starting point will be the household wholesale volumetric tariff for water and for wastewater. This will be the starting point from which the relevant deductions are applied. We discuss in the next sections what we deduct from this charge under the 'wholesale-minus' approach.

### A.3.2 Calculation of avoided costs

#### A.3.2.1 On-site ongoing costs

Under the Ofwat guidance, the ongoing costs of operating and maintaining the on-site asset should be assessed with reference to the costs that the incumbent avoids as a result of the fact that the NAV is serving the site rather than the incumbent.

The following paragraphs summarise our approach to the calculation of avoided costs for our water and wastewater services.

We have used data tables 4D and 4E from our Annual Performance Report to derive the relevant avoidable costs. These tables include treated water distribution costs which are not adjusted to identify only the on-site costs (the 'last mile'). We divide the costs by the total water delivered to obtain the volumetric discount per m<sup>3</sup>. For wastewater, total costs are divided by the average length of sewers and consumption per property. For 2020/21 this produces discounts of £0.3459 per m<sup>3</sup> for water and £0.1416 m<sup>3</sup> for wastewater. Changes in the amount of discount year on year are driven by changes in the actual costs incurred in 2018/19.

#### Replacement cost of on-site assets

The Ofwat guidance is clear that charges for NAVs should take account of the 'last mile' asset costs with specific reference to the expenditure that we would incur in replacing assets over the long term had we served a NAV site.

We have calculated the future capital replacement costs for NAV sites by identifying the relevant on-site assets which we have costed using our published 'Charging Arrangements Document' to determine a replacement value.

The useful asset lives have been determined by reference to our own fixed asset register. We have used asset lives and replacement costs to calculate a present value annuity. The rate of return applied is set at 3.97%, in line with the guidance requirements to allow NAVs a higher return on regulatory capital value (RCV).

The result of our replacement cost calculation is a volumetric discount of £0.1695 per m<sup>3</sup> for water and £0.0377 per m<sup>3</sup> for wastewater. Changes in the amount of discount year on year are driven by the inclusion of rates adjustment for water. Both water and wastewater have been updated for new CPI-H and WACC (based on Final Determination published 16 December 2019).

#### Network losses

We have also factored in network losses to take account of water lost between the bulk meter and the NAV's end customer, which increases our NAV water discount by a further £0.0373 per m<sup>3</sup>.

### A.3.3 Updating NAV tariffs

The NAV tariffs will be updated annually to reflect any changes in the standard household wholesale tariffs as well as operating expenditure from assured and published data tables 4D and 4E in the Annual Performance Report.

### A.3.4 Taking account of legacy NAV sites

The final two components, the WACC return and depreciation on the RCV that would have been created when the site was originally developed had we served it instead of the NAV, are only specifically applicable for sites where the appointment was made before April 2018 – "legacy sites".

This is because, from that date, Ofwat has brought in changes to the way developments are financed, and we can provide the benefit of the "income offset" element of requisition charge calculations to NAVs in other ways. As the Ofwat guidance does not apply retrospectively before May 2018, there is no need to include WACC and depreciation on the original assets in the NAV tariffs.

## A.4 NAV tariffs and charges

Table 1 Summary of volumetric NAV tariff and relevant charges

Charges in £ per m <sup>3</sup>	Water	Wastewater	
Standard wholesale tariff	1.3818	0.8963	
NAV Tariff	0.8291	0.7170	
Standing charge - water	None	None	
Surface water drainage*	NA	Apply	Appendix 1; Table 4
Supplementary charges (based on consumption)	None	None	

\*Full or abated charges as applicable

(i) Where we provide bulk services to a NAV, the operator will pay the NAV tariff, unless otherwise agreed.

(ii) Where we provide bulk supply services to the NAV we will charge the operator of the qualifying NAV the water volume charges under the NAV tariff set out in Table 1.

(iii) Where we provide bulk discharge services to the NAV we will charge the operator of the qualifying NAV: a) the wastewater volume charges under the NAV tariff set out in Table 1; and b) for surface water drainage based on the size of the bulk meter as set out in Table 4 of Appendix 1.

The above surface water drainage charges will be capped at the sum of the wholesale charges for surface water that would be paid by the properties on the NAV site if these were billed directly by us. To apply for a capped charge, the NAV operator must supply us with details of the types of



household premises, chargeable area of non-household premises, and the charges that it would be able to make to those premises.

## A.5 New tariff framework - examples

The following worked example illustrates how the bill would be calculated for a hypothetical NAV site with 1,000 household properties using an average 122m<sup>3</sup> per annum and 50 non-household properties using an average 350 m<sup>3</sup> per annum.

Table 2 Application of 2020/21 NAV tariff on hypothetical sites

Water service example		Provided by	Information
Volumes recorded at bulk meter (m <sup>3</sup> )		TW	139,500
Number of connected household properties		NAV	1000
Number of connected non-household properties		NAV	50
Calculation of standard wholesale charge		Tariff	Unit
NAV volumetric charge per m <sup>3</sup>	0.8291	139,500	£115,659
Fixed charges	0	0	£0
Total NAV charge			£115,659

Wastewater service example		Provided by	Information
Volumes recorded at bulk meter (m <sup>3</sup> )		TW	139,500
Number of connected household properties		NAV	1000
Number of connected non-household properties		NAV	50
Calculation of standard wholesale charge		Tariff	Unit
NAV volumetric charge per m <sup>3</sup>	0.7170	139,500	£100,022
Full wastewater fixed charge (x2 150mm pipes)	8,143.71	2	£16,287
Total NAV charge			£116,309

## A.6 Trade effluent

For more information please refer to our Wholesale Tariff Document published on our website.

## A.7 Infrastructure contributions

Infrastructure contributions and income offset will be calculated in an equivalent way to the methods contained in our Charging Arrangements For New Connection Services document published on our website.

## Part B: Discrete service charges

Discrete service charges normally relate to one off services which are delivered in addition to any tariffs outlined in [Part A: Bulk services charges](#). In this part we set out when charges will be applied to services, the tariffs we expect to charge, as well as the conditions of each service.

### Ordering services

Please read Part B carefully. These contain the conditions in which we deliver the one-off services ('discrete services'). Make sure that you understand the conditions, before ordering any services under Part B.

There are two types of discrete services:

- (i) Those services that are pre-NAV status services that are associated with your NAV application ('Pre NAV discrete services');
- (ii) Those services that are offered to NAVs with a Bulk Discharge Agreement and/or a Bulk Supply Agreement in place ('NAV discrete services').

You should understand that by ordering any of our discrete services, you agree to accept the conditions of this Part B and the further terms and conditions referred to as the 'Additional NAV Terms and Conditions for discrete services' a copy of which is at the end of this Part B.

The pre NAV status discrete services are ordered via the Thames Water NAV Portal which can be found on Thames Water website. You can request access to the NAV Portal by clicking on the NAV Portal Link and providing the information required. Thames Water contracts and account management team will then create a user account for you and send your login details. You can then login and order pre NAV discrete services by completing our online services request form. You should complete one service request form pre NAV discrete service request. You can also request services by emailing us either a Setting up a clean water bulk supply for new appointments and variations (NAVs) or a Setting up a wastewater bulk discharge for new appointments and variations (NAVs) form. You should complete one service request form per pre NAV discrete service request.

The NAV discrete services are ordered via emailing us at [wholesaleservices@thameswater.co.uk](mailto:wholesaleservices@thameswater.co.uk) where you will be asked to complete a services request form. Please submit one service request form per NAV discrete service request and one service request form per email.

When submitting a service request form, you are required to provide complete and accurate information for the request to be processed, with all mandatory information sufficient to enable us to undertake the service which has been requested. You may attach any supporting documentation or files on the same email.

On submitting the service request a contract will be formed between you and us. The contract shall be made up of the NAV additional terms and conditions for discrete services (if applicable), Thames Water's quotation or prices on application, the NAV Tariff Document Part B and the service request form in so far as it describes the service, once a contract is formed, you accept liability for payment of (as applicable) any quotation and/or price on application and/or tariffs in the NAV Tariff Document that are effective at the time you submit your service request and any related tariffs which will be charged in full with the exception of the ongoing services where the price will be as set out in the NAV Tariff Document at the time the service is provided.

We may include indicative service levels to help guide the efficient delivery of services. However, any failure on our part to meet any stated service levels does not remove your liability to pay any

and all charges relating to the service that has been delivered nor does it create any additional liability on us.

### Limit of liability

Our total liability to you for any losses whatsoever is limited to the applicable tariff paid or payable (whichever is the greater) for the particular service in dispute and where that particular service is an ongoing service, then the liability shall be limited to the previous year's applicable tariff charges and in respect of the first calendar year it shall be the anticipated tariff to be paid in the first calendar year.

You shall always be liable to and shall always indemnify us against liabilities, costs, expenses, damages and losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection:

- with your use of any particular service, howsoever arising; and/or,
- with any action brought against us with respect to the service; and/or,
- with any matter with respect to provision of services

## B.1 Tariffs and specific service related conditions for discrete services

### B.1.1 Pre NAV discrete services (supporting your application)

#### B.1.1.1 SC-W112 Providing network maps

To apply to become a NAV for an area you need to tell us where you would like to connect to our network. Your developer may be able to assist you with this. Alternatively, our Property Searches team can provide you with maps of our network in the vicinity of your site. Please refer to the Property Searches website for details.

#### B.1.1.2 SC-W098 Providing consent to transfer a served area

You can ask us for consent to become the NAV for a site. We will treat each request on a case-by-case basis and provide you with a preliminary assessment report along with the instructions in order to progress your consent request which will include the next steps, timescales and an estimated consent fee. There is no fee for providing this preliminary assessment report.

### Acceptance of terms and charges

If you decide to proceed with the request, you will need to provide us with written confirmation of accepting the terms and charges via email in order to progress your request.

### Notifying you of the outcome

In order to make you an offer we will need approval from our board. We will then notify you of the offer of consent and the basis on which this offer is made. If you accept our offer, we will provide consent. If, however you do not accept our final offer due to any reasons, we will charge you an assessment fee to cover our administration costs incurred.

## Providing a letter of consent

If you accept the T&Cs and consent fee, we will incorporate these T&Cs of the consent into the relevant Bulk Supply Agreement and/or Bulk Discharge Agreement, including the consent fee, and provide a letter of consent for you to present to Ofwat.

### Consent fee

Fee calculated with reference to the estimated administrative cost of processing the consent and the estimated net present value of loss to TWUL from discontinuing its operation of the site, allowing for any future lost revenues, and any future costs incurred or avoided, and will include where relevant the value of any assets impacted by the decision.

Table B.1 Tariffs

Service	Tariff
Consent fee	POA
Administration fee	POA

### B.1.1.3 SC-W099 Providing network information

#### Network modelling

To ensure we're able to serve your area and future customers, we may need to upgrade our network. This is known as "off-site reinforcement". To determine whether our network needs to be upgraded we may need to carry out network modelling.

We're responsible for the cost of any modelling and reinforcement work. You will not be charged for the cost of the modelling work providing you have either outline or full planning permission, or the developer agrees to underwrite the cost. If for any reason you do not achieve first occupation on the development within 5 years from the start of the modelling you will be liable for the costs described in the table below.

Table B.2 Tariffs

Service	Tariff
Modelling	£15,000

### B.1.1.4 SC-W107 Making bulk connections

All clean water connection applications will incur a charge for application, design, re-quote and re-design. NAVs attract the 1-9 properties banding.

For more information please refer to our Charging arrangements for new connection services and connecting to a sewer published on our website.

## B.1.2 NAV discrete services (services when you become a NAV)

### B.1.2.1 SC-W019 Providing historic consumption data

If you would like data about your water usage during a period of time in the past, you can request historic consumption data for a specific period, which must be specified in calendar months. Subject to the relevant consumption data being available, tariffs apply per month of data requested and you shall be liable for all such tariffs and charges.

Additional NAV terms and conditions apply for this service and can be found on the service request form on the Thames Water website.

Table B.3 Tariffs

Type	Tariff per requested month	Setup tariff
Historic consumption data	£10 per month	£31

Note: a request beyond the standard service may require a price on application

### Liabilities and warranties

Our consumption monitoring equipment runs 24/7. Occasionally, unforeseen circumstances may have resulted in a gap in the data collected. We accept no responsibility for any such gaps in historic data.

We will use reasonable skill and care in providing the consumption data service to you.

We make no warranty or guarantee as to the availability or suitability of the meter at the premises, the availability or suitability of consumption monitoring equipment on the meter at the premises, or the availability, accuracy or suitability of any consumption data for your purposes or any purpose.

You shall always be liable to and shall always indemnify us against liabilities, costs, expenses, damages and losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses, suffered or incurred by us, arising out of or in connection with:

- your use of the consumption data and/or meter read, howsoever arising; and/or,
- any action brought against us by any third party with respect to the consumption data; and/or,
- any matter with respect to provision of consumption data services.

### Tariffs and payment

The tariffs are based on a monthly charge as set out in the table above. The minimum standard of monthly data that attracts the monthly tariff is one data point within a calendar day for 16 or more days within a calendar month. Where the requested time period is less than one month a minimum charge equal to one month's charges will be payable. You can request data for a time period specified in days and weeks, but you will be charged based on a month's charges. Where the data provided within a month does not meet the minimum standard described above, you will not be charged for the data for that month.

#### B.1.2.2 SC-W018 Providing on-going consumption data

If you would like to regularly receive data about a bulk water supply into your area, you can ask us to provide you with consumption data on a monthly basis, this is known as our ongoing consumption data service.

Consumption data consists of flow data in l/s (litres per second) and is collected from our bulk supply meters. Data is recorded at 15 minutes intervals and presents a view of the quantity of water that has flowed through the meter and therefore gives an indication of the volume of water consumed.

Subject to availability of the data the below tariffs are applicable.

Table B.4 Tariffs

Type	Monthly service provided	Set up Tariff
Consumption data	£10 per month	£82

### Liabilities and warranties

Our consumption monitoring equipment runs 24/7. Occasionally, unforeseen circumstances may have resulted in a gap in the data collected. We accept no responsibility for any such gaps in historic data.

We will use reasonable skill and care in providing the consumption data service to you.

We make no warranty or guarantee as to the availability or suitability of the meter at the premises, the availability or suitability of consumption monitoring equipment on the meter at the premises, or the availability, accuracy or suitability of any consumption data for your purposes or any purpose.

You shall always be liable to and shall always indemnify us against liabilities, costs, expenses, damages and losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses, suffered or incurred by us, arising out of or in connection with:

- your use of the consumption data and/or meter read, howsoever arising; and/or,
- any action brought against us by any third party with respect to the consumption data; and/or,
- any matter with respect to provision of consumption data services.

### B.1.2.3 SC-W105 Logging meters

If you would like to attach a logger to our meter you can arrange to meet one of our engineers on site who will, following the installation of the output cables and logger by your engineer, configure the meter to ensure you are able to gather data from your logger.

We also offer an output cable fitting service, which will enable you to fit your logger to the meter.

Table B.5 Tariffs

Type	Standard	Abortive
Site visit	POA	Recovery of reasonable costs
Installation of output cable	POA	Recovery of reasonable costs

### Service requests and ordering

When submitting a request for this service you agree to the additional terms and conditions which are part of the form and you shall be liable for all tariffs and charges.

### Enabling your data logger

We will arrange to meet your engineer on site. You will be charged for a site. If your engineer misses the appointment you will be charged an abortive charge.

### Fitting output cables

We will arrange to fit the cable and notify you when the work is complete. If we are unable to fit an output cable on our first visit due to either wrong information provided, technical feasibility of the meter or if there isn't any secured space available for the cable and/or data logger you will be charged for a site visit.

### Liabilities and warranties

You shall always be liable to and shall always indemnify Thames Water against Loss suffered or incurred by us arising out of or in connection with:

- the NAV's use of a particular service, howsoever arising: and/or,
- any action brought against us with respect to the service: and/or,
- damage to the asset caused by your engineers

### Cancellations

You may cancel a service request but abortive charges will apply, which you shall be liable for.

## B.1.3 Additional NAV terms and conditions

### 1 Definitions

- 1.1 “Applicant” means the NAV and/or applicant NAV who sends Thames Water a Service Request Form or accepts a Thames Water quotation or price on application for Services;
- 1.2 “Charges” means the relevant charges for the Services as set out in Thames Water’s quotation or price on application and/or the NAV Tariff Document;
- 1.3 “Contract” means the contract that shall exist between the parties, in accordance with clause 2.2;
- 1.4 “Data” means all personal data (as defined in the Data Protection Laws) and other data (including meter reading data) provided by the Applicant or collected, generated or otherwise processed by Thames Water as a result of, or in connection with, the provision of the Services;
- 1.5 “Data Protection Laws” means the Data Protection Act 2018, General Data Protection Regulation (EU 2016/679) (“GDPR”) and Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK and any codes of practice, rule, policy, guidance or recommendation issued by any governmental, statutory, regulatory body or supervisory body all of which are current at the time of any Data processing by Thames Water;
- 1.6 “Loss” means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, all interest, fines, penalties, management time and legal and other professional costs and expenses);
- 1.7 “NAV” means the licensed supplier of water services to whom Thames Water provides a bulk supply of water and/or a bulk discharge service;
- 1.8 “NAV Tariff Document” means the document of that name published by Thames Water which sets out the charges applicable to NAV services;
- 1.9 “Service Request Form” means a form completed by the Applicant requesting Thames Water to provide the Services;
- 1.10 “Service(s)” means those services (including but not limited to the Discrete Services) described in the NAV Tariff Document and as specifically identified in the Services Request Form;
- 1.11 “Thames Water” mean Thames Water Utilities Limited.

### 2 Formation of contract

- 2.1 Thames Water will provide and carry out the Services in accordance with the Contract.
- 2.2 The Contract means the agreement that shall exist between the parties commencing on the date the Applicant submits a Service Request Form that is accepted by Thames Water as being materially complete and which shall include the documents set out in clause 9.

### 3 Charges

- 3.1 The Charges shall be invoiced by Thames Water in accordance with the service description in the NAV Tariff Document.
- 3.2 The Applicant shall pay such invoice without deduction or set-off within 14 days of the date of the invoice.
- 3.3 The Charges are exclusive of Value Added Tax and any other taxes that may be applicable, which will be charged in addition at the appropriate rate.
- 3.4 If any sums owing to Thames Water are overdue Thames Water may:



3.4.1 charge interest on the outstanding amount at the rate of 3% above the base rate of Barclays Bank from the date of invoice until the date of payment (whether before or after judgment); and/or

3.4.2 terminate the provision of the Services immediately (but the Applicant shall remain liable for payment of the Charges and any interest incurred to the date of termination).

#### 4 Access to meters

4.1 Thames Water may provide access to the Applicant so that the Applicant can fix a data logger to Thames Water's bulk supply and/or bulk discharge meter(s). Such access shall be at the Applicant's risk and subject to clause 5

#### 5 Liability

5.1 If Thames Water, its employees or agents have any liability to the Applicant for any Loss, such liability shall in all cases whatsoever be limited to the payment by Thames Water on its own behalf and on behalf of its employees or agents of an amount equal to the applicable Charges paid or payable for the particular service in dispute and where that particular service is an ongoing service, then the liability shall be limited to an amount equal to the previous year's applicable Charges.

5.2 The Applicant shall always be liable to and shall always indemnify Thames Water against Loss suffered or incurred by Thames Water arising out of or in connection with:

5.2.1 the Applicant's use of a particular service, howsoever arising; and/or

5.2.2 any damage caused by the Applicant or its employees, contractors, or agents when accessing Thames Water property (including any meter);

5.2.3 any action brought against Thames Water by any customer of the Applicant or any third party with respect to the service; and/or

5.2.4 any matter with respect to provision of services.

#### 6 Data

6.1 In relation to the Data, Thames Water and the Applicant shall at all times comply with the requirements of the Data Protection Laws and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws. This Clause 6 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Data Protection Laws.

#### 7 Force majeure

7.1 Neither party shall be liable to the other for any failure or delay in carrying out its obligations hereunder where such failure or delay is caused by circumstances beyond its control which it could not reasonably be expected to have foreseen at the time the Contract was made and whose effect it could not reasonably have avoided or overcome ("Force Majeure Event").

#### 8 Termination

8.1 Thames Water may terminate this Contract by notice stating the ground for termination with immediate effect for the following reasons:

8.1.1 for non-payment as set out in clause 3.4.2;

8.1.2 if Thames Water decides to withdraw the Service for any reason whatsoever;

8.1.3 if equipment used to deliver the Service is no longer available or working;

8.1.4 if the Applicant is no longer the NAV or applicant NAV for the relevant bulk supply or bulk discharge;

8.1.5 if Thames Water is prevented by a legal authority or any other legal reason from providing the Service; and/or

8.1.6 a Force Majeure Event.

## 9 Precedence

9.1 The order of precedence shall be as follows:

9.1.1 these NAV Additional Terms and Conditions;

9.1.2 (if applicable) Thames Water's quotation or price on application;

9.1.3 the NAV Tariff Document;

9.1.4 the Services Request Form so far as it describes the Service.

## 10 Assignment

10.1 Neither party shall assign, transfer, charge, subcontract or deal in any other manner with all or any part of its rights or obligations under the Contract without the prior written consent of the other party.

## 11 Severance

11.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 12 Third party rights

12.1 A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act, 1999 to enforce any of its terms.

## 13 Law & jurisdiction

13.1 The Contract shall be subject to English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

## Part C: Payment terms

The charges payable by a NAV shall be due and payable in accordance with the provisions of the bulk agreement between Thames Water and the NAV as well as the terms and conditions of the specific service. For services offered before a bulk agreement is in place, the charges shall be payable in accordance with the service terms and conditions.

## Part D: Defined terms

the Act	The Water Industry Act 1991 including any statutory amendments whether made before or after the date of this document.
Bulk Agreements	The collective name for Bulk Supply Agreements and Bulk Discharge Agreements between the relevant NAV and TWUL.
Bulk Discharge Agreement	An agreement for bulk discharge of wastewater from the site, entered into by the relevant NAV and TWUL.
Bulk Supply Agreement	An agreement for bulk supply of water to the site, entered into by the relevant NAV and TWUL.
Discrete services	One off services not defined in the Bulk Discharge Agreement or Bulk Supply Agreement which are requested by submitting a service request.
NAV's	New appointments and variations (NAV's) are limited companies which provide a water and/or sewerage service to customers in an area which was previously provided by the incumbent monopoly provider.
Pre NAV	Means the period prior to a Bulk Discharge Agreement or Bulk Supply Agreement being signed.
Service request	A formal request from a customer for a service to be provided. Service requests will be made either by using the NAV Portal or emailing the appropriate form to us.
Tariff	The individual tariff in this document by which one service or service component can be charged.
Third party	Organisation that may act on behalf NAV's or they customers
We	Refers to Thames Water Utilities Limited ("TWUL") Wholesale Water & Wastewater.
Website	Refers to <a href="http://www.thameswater.co.uk/wholesale">www.thameswater.co.uk/wholesale</a> .
Wholesale Tariff Document	The Charges Scheme made by Thames Water Utilities Limited under the Act.
You	NAV's with valid contract agreement with TWUL Wholesale Water & Wastewater.

## Contacting us



For any further information on this document please contact us by post:

Wholesale Market Services

Thames Water Utilities Limited

Clearwater Court

Vastern Road

Reading

RG1 8DB



Or by email: [wholesalemarketsservices@thameswater.co.uk](mailto:wholesalemarketsservices@thameswater.co.uk)

## Appendix 1: Summary of fixed charges 2020/21

Table 3 - Full wastewater fixed charges per year 2020/21

Pipe size (mm)	Inches	Wastewater				
		<i>Highways Drainage</i>	<i>Surface Water Drainage</i>	<i>Foul Drainage</i>	Full	Abated*
12/15	0.5	£16.27	£28.44	£0.00	£44.71	£16.27
20/22	0.75	£55.15	£71.83	£0.00	£126.98	£55.15
25/28	1.00	£98.76	£128.27	£0.00	£227.03	£98.76
30/32/35	1.25	£153.92	£200.11	£0.00	£354.03	£153.92
40/42	1.50	£220.61	£288.62	£0.00	£509.23	£220.61
50/54	2.00	£392.50	£511.78	£0.00	£904.28	£392.50
65	2.50	£614.40	£800.38	£0.00	£1,414.78	£614.40
75/80	3.00	£883.78	£1,151.84	£0.00	£2,035.62	£883.78
100	4.00	£1,571.27	£2,048.44	£0.00	£3,619.71	£1,571.27
125	5.00	£2,455.06	£3,200.28	£0.00	£5,655.34	£2,455.06
150	6.00	£3,535.05	£4,608.66	£0.00	£8,143.71	£3,535.05
200	8.00	£6,285.12	£8,192.45	£0.00	£14,477.57	£6,285.12
250	10.00	£9,820.18	£12,799.83	£0.00	£22,620.01	£9,820.18
300	12.00	£14,141.50	£18,432.05	£0.00	£32,573.55	£14,141.50

\* Where a premises does not discharge surface water to our sewers, an abatement can be claimed based on pipe size.



[wholesalemarketservices@thameswater.co.uk](mailto:wholesalemarketservices@thameswater.co.uk)

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