



Water Supply and Sewerage Services Guaranteed Standards Scheme (GSS)

1 Introduction

- a) Customers of water and sewerage companies are entitled to guaranteed minimum standards of service, as laid down by the Government in the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (the “Regulations”). The Regulations entitle customers of water and sewerage companies to a payment or credit in certain circumstances when the company fails to maintain certain minimum standards of service.
- b) This document sets out the Guaranteed Standards Scheme (GSS) of SWALEC which satisfies the minimum standards set out in the Regulations together with enhancements to service levels or to the payments or credits that SWALEC will make if we don’t achieve them.
- c) The guarantees set out in this document are summarised in our Code Of Practice for Customers leaflet which is available from our website at www.swalec.co.uk or by calling 0800 980 1391

2 Interpretation

- a) In this GSS:

“Authority” means the Water Services Regulation Authority;

“customer” includes

- i) a potential customer; and
- ii) an occupier of premises whose supply of water or sewerage services is the subject of a separate charge for which a person other than the occupier is liable, but does not include a customer of a licensed water supplier;

“domestic premises” means premises used wholly or partly as a dwelling or intended for that use;

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

“the WIA” means the Water Industry Act 1991; and

“working day” means any day that is not a Saturday, a Sunday, Christmas Day, Good Friday nor a bank holiday under the Banking and Financial Dealings Act 1971.

b) For the purposes of this GSS, a licensed water supplier is not a customer of a water undertaker that supplies water to it.

3 Exclusions

- a) Nothing in the GSS requires SWALEC
 - i) to give notice to more than one person in respect of the same premises;
or
 - ii) to make a payment to more than one person in respect of any one claim.

- b) Nothing in the GSS and nothing done by SWALEC in consequence of the GSS determines who is beneficially entitled to a payment made under the GSS, or in respect of any one act or omission relating to the same premises.

4 Keeping of appointments

- a) This guarantee applies if a representative of SWALEC is to visit a customer's premises in connection with the provision of water supply services or sewerage services.
- b) If the representative requires access to the premises, or it would otherwise be reasonable to expect the customer or a person acting on the customer's behalf to be on the premises, SWALEC must:
 - i) consult the customer orally or in writing to try to agree on a day to attend the premises; and
 - ii) give the customer notice, orally or in writing, of when the representative will attend the premises.
- c) The notice must specify:
 - i) the premises;

- ii) the date that the representative will attend them; and
- iii) either
 - (1) if the customer so requests, a period of two hours during which the visit will be made; or
 - (2) otherwise, whether the visit will be made during the morning (between 9am and 1pm) or the afternoon (between 1pm and 5pm); and
- d) Subject to paragraph (f), SWALEC must pay the customer £50 if
 - i) SWALEC gives a notice that is not in accordance with paragraph (c);
 - ii) a representative does not attend the premises on the date specified in the notice; or
 - iii) a representative does attend the premises on that date, but:
 - (1) if the notice specified a two-hour period for the attendance, the representative does not attend during the specified period; or
 - (2) if the notice specified that the representative would attend during the morning or afternoon, the representative does not attend during the period specified in the notice as being the period of the morning or the afternoon, as the case requires.
- e) No application by the customer for the payment is necessary.
- f) However, SWALEC need not pay the customer under paragraph (d) if:
 - i) the customer cancels the appointment;
 - ii) SWALEC cancels the appointment by giving the customer at least 24 hours' notice, orally or in writing, of the cancellation; or
 - iii) it became impracticable, for a reason mentioned in paragraph (g), for the representative to keep the appointment, and SWALEC could not reasonably have so foreseen in time to enable it:
 - (1) to cancel the appointment giving 24 hours notice; or
 - (2) to make other suitable arrangements for a representative to attend the premises at the arranged time.
- g) The reasons are:
 - i) severe weather;
 - ii) industrial action by employees of SWALEC; and
 - iii) the act or default of a person who is not:
 - (1) an officer, employee or agent of SWALEC; or
 - (2) a person acting on behalf of SWALEC or of an agent of SWALEC.
- h) The representative of SWALEC who attended a customer's premises may make and sign a written record stating that the representative attended the premises and the time and date of attendance.

- i) Unless the customer establishes that the record is incorrect, it is taken to confirm that the representative attended the premises as stated in the record.

5 Complaints, account queries and requests about payment arrangements

- a) This guarantee applies where a customer of SWALEC:
 - i) complains in writing about the supply of water or the provision of sewerage services by SWALEC;
 - ii) queries, in writing, the correctness of an account for the supply of water or the provision of sewerage services; or
 - iii) asks, in writing, for a change to payment arrangements.
- b) SWALEC must provide a substantive reply to the customer:
 - i) in the cases of a reply to a complaint or a query, within 10 working days; or
 - ii) if the request is for a change to payment arrangements and the request cannot be met within 5 working days.
- c) The first day of the period for reply is the day after the day when SWALEC receives the complaint, query or request.
- d) Subject to paragraph (f), if SWALEC does not comply with paragraph (b), it must pay the customer £50.
- e) No application by the customer for the payment is necessary.
- f) However, SWALEC need not pay the customer under paragraph (d) if:
 - i) the address that the customer wrote to was not a notified address of SWALEC for a complaint, query or request of that kind;
 - ii) the customer does not wish to pursue the complaint, query, or request and has so informed SWALEC;
 - iii) it was impracticable for SWALEC to send a reply within the required period because of:
 - (1) industrial action by employees of SWALEC; or
 - (2) the act or default of a person who is not:
 - (a) an officer, employee or agent of SWALEC; or
 - (b) a person acting on behalf of SWALEC or of an agent of SWALEC;or
 - iv) in the case of a reply to a complaint or query:

- (1) the complaint or query was frivolous or vexatious; or
 - (2) SWALEC reasonably considered that a visit was necessary before replying, and severe weather made that visit impracticable.
- g) For the purposes of paragraph (f)(i), an address of SWALEC is a notified address of SWALEC for a complaint, query or request of a particular kind if SWALEC has notified that address to its customers as the appropriate address for a complaint, query or request of that kind by:
 - i) publishing it in a telephone directory;
 - ii) notifying it on SWALEC's website; or
 - iii) showing it on SWALEC's publicity material.
- h) For the purposes of this guarantee:
 - i) "SWALEC" includes a service provider that is carrying out sewerage functions on behalf of SWALEC under arrangements entered into, or to be treated as entered into, for the purposes of section 97 of the WIA; and
 - ii) a complaint, query or request to such a service provider is taken, for the purposes of paragraph (b), to have been received by SWALEC on whose behalf the service provider provides services on the date on which SWALEC received it from the service provider.
- i) In this guarantee:
 - i) "payment arrangements" means the arrangements by which a customer makes payments (including instalment payments) to SWALEC; and
 - ii) "a change to payment arrangements" includes a change to the frequency of payments (including instalment payments).

6 Notice of interruption of supply

- a) This guarantee applies where SWALEC exercises its power under section 60(1) of the WIA (disconnections for the carrying out of necessary works).
- b) If under section 60(3) of the WIA SWALEC is required to serve a notice, we must:
 - i) specify in the notice:
 - (1) the earliest date and time after which we reasonably expect that the supply will be interrupted or cut off; and
 - (2) the latest date and time by which we reasonably expect that the supply will be restored; and

- ii) if the water is to be cut off for more than four hours, give at least 48 hours notice before the supply is interrupted or cut off.
- c) Paragraph (d) applies if, because of an emergency, SWALEC:
 - i) interrupts or cuts off the supply of water to the premises of a customer; and
 - ii) is excused from the requirement under section 60(3) of the WIA to serve a notice.
- d) If this paragraph applies SWALEC must, as soon as is reasonably practicable, take all reasonable steps to notify each affected customer:
 - i) that the supply has been interrupted or cut off;
 - ii) where an alternative supply can be obtained;
 - iii) of the time by which it is proposed the supply should be restored; and
 - iv) of the telephone number of an office from which further information may be obtained.
- e) Subject to paragraph (f), if SWALEC fails to comply with paragraph (b)(ii), it must pay each customer whose supply of water was disconnected or cut off:
 - i) if the supply is to domestic premises, £35; and
 - ii) if the supply is to premises of any other kind, £50.
- f) No application by the customer for the payment is necessary unless SWALEC could not practicably have identified the customer as having been affected.
- g) However, SWALEC need not pay the customer under paragraph (e)
 - i) if it was impracticable to give notice by the time required because of:
 - (1) industrial action by employees of SWALEC; or
 - (2) the act or default of a person who is not:
 - (a) an officer, employee or agent of SWALEC; or
 - (b) a person acting on behalf of SWALEC or of an agent of SWALEC;

or
 - ii) if:
 - (1) SWALEC could not practicably have identified the customer as having been affected, and
 - (2) the customer does not claim (orally or in writing) a payment under this guarantee within the 3 months following the date on which the supply was cut off.

7 Entitlement to payment or credit where supply not restored as promised

- a) This guarantee applies if SWALEC interrupts or cuts off the supply of water to premises, as described in guarantee 6.
- b) However, this guarantee does not apply if SWALEC interrupts or cuts off the supply because of drought.
- c) SWALEC must restore the supply:
 - i) by the time and date specified in the notice, if SWALEC has served a notice stating when the supply is to be restored;
 - ii) within 48 hours after it first became aware that the supply was interrupted or cut off, if the supply was interrupted or cut off in an emergency because of a leak or burst in a strategic main; or
 - iii) within 12 hours after it first became aware that the supply was interrupted or cut off, if the supply was interrupted or cut off in an emergency, but not because of a leak or burst in a strategic main.
- d) Subject to paragraph (f), if SWALEC fails to restore the supply by the time by which SWALEC should, under paragraph (c) have done so, SWALEC must pay the customer:
 - i) where the supply is to domestic premises, £35;
 - ii) where the supply is to premises of any other kind, £50; and
 - iii) for each subsequent full period of 24 hours during which the supply has not been restored:
 - (1) where the supply is to domestic premises, £35; and
 - (2) where the supply is to premises of any other kind, £50.
- e) No application by the customer for the payment is necessary unless SWALEC could not practicably have identified the customer as having been affected.
- f) SWALEC need not pay the customer under paragraph (d):
 - if (or, as the case may be, so long as) SWALEC was prevented from restoring the supply by:
 - (1) severe weather;
 - (2) industrial action by employees of SWALEC; or
 - (3) the act or default of a person who is not:
 - (a) an officer, employee or agent of SWALEC; or
 - (b) a person acting on behalf of SWALEC or of an agent of SWALEC;
 - (4) in a case described in paragraph (c)(ii) or (iii), if the circumstances are so exceptional that it is unreasonable to expect the supply to be restored within the relevant period; or
 - (5) if:

- (a) SWALEC could not practicably have identified the customer as having been affected, and
 - (b) the customer does not claim (orally or in writing) a payment under this guarantee within the 3 months following the date on which the supply was cut off.
- g) In this guarantee, “strategic main” means a main that conveys water in bulk to centres of population that have no other supply that can fully meet normal demand.

8 Pressure standard

- a) SWALEC must maintain, in a communication pipe serving premises supplied with water, a minimum water pressure of seven metres static head.
- b) If in a period of 28 days the pressure in the communication pipe serving a customer's premises falls below seven metres static head on two occasions each lasting one hour or longer, SWALEC must, except in the circumstances described in paragraph (c), pay the customer £50.
- c) Paragraph (b) does not apply if the pressure falls below seven metres static head in connection with the carrying out of necessary works or because of drought.
- d) No application by the customer for the payment is necessary unless SWALEC could not practicably have identified the customer as having been affected.
- e) However, SWALEC need not pay the customer under paragraph (b) where:
 - i) SWALEC has already made a payment under this guarantee to the customer in respect of another such failure in the same financial year;
 - ii) if
 - (1) SWALEC could not practicably have identified the customer as having been affected, and
 - (2) the customer does not claim (orally or in writing) a payment under this guarantee within the 3 months following the date of the second relevant occasion on which the pressure fell below seven metres static head for an hour or more; or
 - (3) it was impracticable to maintain the pressure referred to in paragraph (a) because of:
 - (a) industrial action by employees of SWALEC; or
 - (b) the act or default of a person who is not:

- (i) an officer, employee or agent of SWALEC; or
 - (ii) a person acting on behalf of SWALEC or an agent of SWALEC.
- f) In this guarantee, “communication pipe” means:
 - i) the part of a service pipe between a SWALEC water main and the boundary of the street in which the water main is laid; or
 - ii) if the premises supplied with water abut on the part of the street in which the water main is laid, and the service pipe:
 - (1) enters those premises otherwise than through the outer wall of a building abutting on the street; and
 - (2) has a stopcock in those premises as near to the boundary of the street as reasonably practicable; the part of the service pipe between the water main and that stopcock.

9 Flooding from sewers—internal flooding of buildings

- a) Effluent from a sewer that is vested in SWALEC must not enter a customer's building.
- b) Subject to paragraphs (c) and (e), if effluent from a sewer that is vested in SWALEC enters a building (other than an outbuilding) of a customer, SWALEC must pay the customer, in respect of each incident of such entry, the lesser of:
 - i) a sum equal to the sewerage charges payable by the customer to SWALEC for the financial year in which the incident occurs; and
 - ii) £1,000.
- c) If the amount that SWALEC would be required to pay a particular customer for an incident, worked out in accordance with paragraph (b), would be less than £150, SWALEC must pay the customer £150.
- d) No application by the customer for the payment is necessary unless SWALEC could not practicably have identified the customer as having been affected.
- e) SWALEC need not pay the customer under paragraph (b) if:
 - i) the entry of effluent was caused by one or more of the following:
 - (1) exceptional weather;
 - (2) industrial action by employees of SWALEC;
 - (3) an action of the customer;
 - (4) a defect, inadequacy or blockage in the customer's drain or sewer; or

- ii) if:
 - (1) SWALEC could not practicably have identified the customer as having been affected, and
 - (2) the customer does not claim (orally or in writing) a payment under this guarantee within the 3 months following the date on which the effluent entered the building.
- f) For the purposes of this guarantee:
 - i) in the case of a building that has a suspended floor, the space beneath that floor is part of the building;
 - ii) effluent is not taken to have entered a building while it is in a drain or sewer.

10 Flooding from sewers—external flooding

- a) Effluent from a sewer that is vested in SWALEC must not enter a customer's land or property.
- b) Subject to paragraphs (c) and (e), if effluent from a sewer that is vested in SWALEC enters the land or property (including any outbuilding) of a customer, SWALEC must pay the customer, for each incident of such entry, the lesser of:
 - i) a sum equal to 50% of the sewerage charges payable by the customer to SWALEC for the financial year in which the incident occurs; or
 - ii) £500.
- c) If the amount that SWALEC would be required to pay a particular customer for an incident, worked out in accordance with paragraph (b), would be less than £75, SWALEC must pay the customer £75.
- d) However, SWALEC need not pay the customer under paragraph (b) if:
 - i) the entry of effluent was caused by one or more of the following:
 - (1) exceptional weather;
 - (2) industrial action by employees of SWALEC;
 - (3) an action of the customer;
 - (4) a defect, inadequacy or blockage in the customer's drain or sewer;
 - ii) SWALEC was required, by guarantee 9, to make a payment to the same customer in respect of the same incident
 - iii) the customer was not materially affected by the incident; or

- iv) the customer does not claim the payment in accordance with paragraph (e) within the 3 months following the date on which the effluent entered the customer's land or property.
- e) With the customer's claim for the payment the customer must provide a written statement showing the effect of the entry of effluent on the customer's land or property.
- f) In deciding whether a customer was materially affected by the entry of effluent during an incident of flooding, SWALEC must take into account:
 - i) what parts of the customer's land or property the effluent entered;
 - ii) the duration of the flooding;
 - iii) the extent of the flooding;
 - iv) whether the flooding restricted the access to the land or property;
 - v) whether the flooding restricted the use of the land or property; and
 - vi) any other relevant considerations of which SWALEC is aware.
- g) For the purposes of this guarantee, effluent is not taken to have entered land while it is in a drain or sewer.

11 Timing of payments

- a) If guarantee 4 or 5 requires SWALEC to make a payment to a customer, SWALEC must make it within 10 working days of its becoming payable.
- b) If SWALEC fails to make the payment in accordance with paragraph (a), SWALEC must pay the customer a further £35.
- c) If guarantee 6, 7, 9, or 10 requires SWALEC to make a payment to a customer, they must make it within 20 working days of its becoming payable.
- d) If SWALEC fails to make the payment in accordance with paragraph (c), they must pay the customer:
 - i) in the case of a payment in relation to the supply of water to domestic premises, a further £35; and
 - ii) in any other case, a further £50.
- e) For the purposes of this guarantee, a payment payable under any of guarantees 4 to 7, 9 or 10 becomes payable:
 - i) if the customer concerned must make an application for the payment, at the end of the day on which SWALEC receives that application; or
 - ii) if no such application is necessary, at the end of the day on which the relevant breach of a service standard occurred.

12 Means of payment, including where customer is in arrears

- a) Subject to paragraph (b), a customer who is entitled to payment under these guarantees may ask SWALEC to make the payment directly to the customer.
- b) If the customer has not asked for direct payment, SWALEC may make the payment directly to the customer or by credit to the customer's account.
- c) If:
 - i) a customer of SWALEC is entitled to a payment under these guarantees but owes money to SWALEC; and
 - ii) at the material time, the customer's debt to SWALEC has been outstanding for more than 6 weeks;SWALEC must make the payment, or so much of it as does not exceed the amount that the customer owes, by credit to the customer's account.
- d) For the purposes of paragraph (c) (ii), "the material time" is:
 - i) if the payment is payable without a written claim being made, the time when it becomes payable; or
 - ii) otherwise, the time when the customer makes a written claim for it.

13 Payments not to affect other legal liabilities

- a) The making of a payment by a SWALEC to a customer in consequence of a claim or potential claim for a payment under these guarantees is not an admission by SWALEC of any liability other than an obligation to comply with these guarantees.
- b) The acceptance by a customer of a payment or credit made in consequence of these guarantees does not affect any liability of SWALEC to the customer other than its liability under these guarantees

14 Notice of rights to be given to customers

- a) SWALEC must, at least once in every financial year, give every customer to whom it sends an account in that year a detailed statement of the rights provided by these guarantees.
- b) If SWALEC is aware that accounts to a customer cover the supply of water or sewerage services to other customers, it must:

- i) give the customer enough copies of the statement referred to in paragraph (a) to enable the customer to give a copy to each of those other customers; or
- ii) send a copy of the statement to each of those other customers directly.

15 Reference of disputes to the Authority

- a) If a dispute arises between SWALEC and a customer as to the right of the customer to a payment or a credit to the customer's account under these guarantees, either party may refer the matter to the Authority for determination.
- b) The parties to a dispute that has been referred to the Authority must give it any evidence or information that it reasonably requires to enable it to determine the dispute.
- c) If the Authority determines the dispute in the customer's favour but SWALEC fails to give effect to the determination, the customer may set off the amount in question against any liability that he has to SWALEC.