

11 March 2019

Trust in water

**Customer Protection Code of Practice –
consultation on proposed decision to
accept a Customer Protection Code
Change Proposal – CP-0002**

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1. About this document

The [Customer Protection Code of Practice](#) (“**CPCoP**”) sets out the minimum standards that all Retailers must comply with in their dealings with Non-Household Customers. It also sets out the minimum standards of behaviour that we expect from Retailers, and its compliance is a requirement of Retailers’ licences.

This document sets out, for consultation, our proposed decision on a change to the CPCoP. A Customer Protection Code Change Proposal was raised by Clear Business Water Limited (“the Proposer”). It has proposed amendments to the CPCoP to enable Micro-businesses to orally conclude contracts (“the Change Proposal”).

We are proposing to accept the Change Proposal to enable Micro-businesses to conclude oral contracts with Retailers and we are seeking views on our proposed decision.

In this document, we use the terms ‘Ofwat’ and ‘the Authority’ interchangeably.

This document is structured as follows:

Section 2 outlines the governance arrangements for Customer Protection Code Change Proposals and discusses our assessment of the urgency of the proposed change.

Section 3 details how to respond to this consultation.

Section 4 provides information regarding the background to the Change Proposal and summarises the current position in the CPCoP regarding communications with Micro-businesses prior to submission of a Transfer Registration Application.

Section 5 outlines the proposed changes to the CPCoP (a process map can be found in Appendix 2 of this document).

Section 6 details the reasons the Change Proposal has been raised.

Section 7 provides our proposed decision and outlines the evidence we have considered during assessment of the Change Proposal.

Section 8 lists the consultation questions which we would welcome responses to.

Section 9 outlines our conclusion and next steps in relation to the Change Proposal.

The proposed legal drafting for this Change Proposal can be found in Appendix 1 of this document.

2. Code governance arrangements and modification

Where a Customer Protection Code Change Proposal has been received by the Authority, the Authority will consider responses to any relevant consultation carried out.

The Authority will consider and evaluate each Customer Protection Code Change Proposal to decide whether it agrees with the proposal, whether it wishes to propose amendments or whether it is required to seek further information before making a decision. In each case, it must have regard to whether or not its decision is consistent with its wider statutory duties.

This consultation on the proposed decision to accept the Change Proposal has been issued in accordance with section 5.2.2 of the CPCoP. After this consultation has concluded, responses will be considered and a final decision will be made as soon as reasonably practicable.

In accordance with section 5.2.4 of the CPCoP, our final decision shall include:

- The reasons for the proposed change;
- The scope and impact of the potential change, including consideration of potential risks;
- An evaluation against our statutory duties and the Code Principles;
- Any relevant evidence considered (including consultation responses received);
- Implementation timescales, which will take into account the likely impact on Retailer's exiting systems and processes; and
- The date from which the change will take effect.

2.1 Urgency of the proposal

Section 5.2.2 of the CPCoP provides that consultations under this section should generally be for a minimum of 28 calendar days, except in the case of urgency.

The Proposer has argued that the Change Proposal is urgent. It stated that in view of the evidence it has obtained from Ofwat's State of the Market Report ([Open for Business: Reviewing the first year of the water retail market](#)) and the report published by the Consumer Council for Water ([Non-Household customers experiences of the retail water market in England](#)) that relatively few Micro-businesses have switched supplier since market opening in April 2017. The

Proposer has suggested that the inability to conclude oral contracts is hindering the ability of Micro-businesses to effectively engage in the market and switch supplier. It considers that enabling Micro-businesses to orally conclude contracts will have a positive impact for both these Non-Household Customers and Retailers.

The Proposer considers that it is anti-competitive that Retailers that acquired a base of customers at market opening or as a result of Retail Exit and existing suppliers re-negotiating contracts are permitted to conclude contracts with Micro-businesses without having to comply with the requirement for written acknowledgement and/or a signed copy of the Terms and Conditions of Supply, when new entrants are unable to do so when gaining new customers. Section 6.1.2 of the CPCoP only applies to Retailers submitting a Transfer Registration Application. In addition, the Proposer highlighted that there is a customer preference to stay with its current supplier unless issues prompt a move away as it is perceived to be 'less hassle'. It suggested that this means new suppliers need to offer improved terms relative to the existing supplier if they are to persuade Micro-businesses to switch. It argued that not only do new entrants have to comply with additional requirements to switch Micro-businesses and an increased cost of acquisition, but they also need to offer improved terms. The Proposer argues that this does not reflect a level playing field and results in a poorer customer experience.

In light of the above, the Proposer submitted that the Change Proposal is urgent. However, we have not been persuaded by its arguments. Whilst we share the Proposer's view that the Change Proposal may have positive impacts for Micro-business customers and Retailers, Micro-business are still able to engage effectively with the market at this time. Introduction of an additional method for concluding contracts is arguably beneficial, but not urgent. As such, in line with the requirements in section 5.2.2 of the CPCoP, we shall be consulting on our proposed decision for 28 calendar days.

3. Responding to this consultation

We welcome your views on the questions detailed in section 8 of this document by **8 April 2019**.

Please submit email responses to CPCOPcodechange@ofwat.gsi.gov.uk, with the subject “**CPCoP consultation – CP0002**” or post them to:

CPCoP consultation – CP0002
Ofwat
Centre City Tower
7 Hill Street
Birmingham
B5 4UA

We will publish responses to this consultation on our website at www.ofwat.gov.uk, unless you indicate that you would like your response to remain unpublished. Information provided in response to this consultation, including personal information, may be published or disclosed in accordance with access to information legislation – primarily the Freedom of Information Act 2000 (FoIA), the General Data Protection Regulation 2016, the Data Protection Act 2018, and the Environmental Information Regulations 2004. For further information on how we process personal data please see our [Privacy Policy](#).

If you would like the information that you provide to be treated as confidential, please be aware that, under the FoIA, there is a statutory ‘Code of Practice’ which deals, among other things, with obligations of confidence. In view of this, it would be helpful if you could explain to us why you regard the information you have provided as confidential. If we receive a request for disclosure of the information, we will take full account of your explanation, but we cannot give an assurance that we can maintain confidentiality in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as binding on Ofwat.

4. Background to the proposal

The Change Proposal was submitted to us on 28 September 2018. We reviewed the Change Proposal and returned this to the Proposer on 23 November 2018, requesting additional information. We requested information about the views of other Trading Parties regarding the requirement to obtain written confirmation or acknowledgement of the Terms of Conditions of Supply from a Micro-business before initiating a switch. In addition, we sought evidence as to the impact that the current requirements of the CPCoP have had on Micro-business customers and the impact on the Proposer's business.

The Proposer resubmitted the Change Proposal on 4 December 2018, along with further evidence. We have now reviewed the additional evidence and consider that this is sufficient to enable us to form a view as to our proposed decision.

The Change Proposal relates to section 6 of the CPCoP. Section 6.1.1 places a requirement on Retailers to provide Micro-businesses with specified information in writing before either submitting a Transfer Registration Application in respect of a Micro-business or agreeing Terms and Conditions of Supply with a Micro-business (whichever is earlier). The requirement to provide Micro-businesses with certain basic information was originally included in the CPCoP to enable Micro-business customers to compare like with like and make an informed choice before agreeing a contract.

Section 6.1.2 of the CPCoP provides that:

“Before submitting a Transfer Registration Application in respect of a Micro-business, the Retailer shall ensure that it has received either:

- (a) written acknowledgement from the relevant Micro-business that it has read and understood the information provided to it pursuant to section 6.1.1; or
- (b) a copy of the Terms and Conditions of Supply, signed by or on behalf of the relevant Micro-business.”

Section 6.1.3 provides Micro-businesses with a cooling off period of seven calendar days following it signing or acknowledging the Terms and Conditions of Supply. The Micro-business is able to cancel the contract during the cooling off period, should it wish to do so.

5. The proposal

The Proposer has suggested changes to section 6 of the CPCoP to enable Micro-businesses and Retailers to orally conclude contracts. The Change Proposal maintains the existing protections for Micro-business customers.

The Proposer has suggested amendments of the CPCoP to introduce requirements for Retailers where they intend to conclude a contract orally with a Micro-business. These requirements are:

- Where the Micro-business agrees, the Retailer can provide the information pursuant to section 6.1.1 orally;
- The Retailer must ensure it has a clear audio record of the oral acknowledgement from the Micro-business that it has understood the Section 6.1.1 information, for example by retaining a call recording;
- The Retailer has a clear audio record of the Micro-business's oral acknowledgement of the Terms and Conditions of Supply; and
- The Retailer must send the Micro-business the Section 6.1.1 information in writing along with a copy of the Terms and Conditions of Supply. The 7 day cooling-off period will commence when the Micro-business is deemed to have received the relevant information. The proposed legal drafting makes the provision of this information a notice, for the purposes of Section 11 of the CPCoP. Section 11 includes that:
 1. all notices shall be marked for the attention of the person or persons notified for that purpose from time to time;
 2. shall be in writing;
 3. shall be treated as having been received:
 - if delivered by hand (including courier) within Delivery Hours, when so delivered; and if delivered by hand outside Delivery Hours, at the next start of Delivery Hours;
 - if sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery) on the later of actual receipt and 9.00 am on the Business Day after posting if posted on a Business Day, and on the later of actual receipt and 9.00 am on the second Business Day after posting if not posted on a Business Day; and
 - if sent by e-mail, or any other electronic means during a Business Day it is received on that Business Day and if it is sent outside of a Business Day it is received on the following Business Day.

4. In proving that a notice has been given it shall be conclusive evidence to demonstrate that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

The legal drafting for the Change Proposal can be viewed in appendix 1 of this document. In addition, a process map to demonstrate how the Change Proposal would work can be found in appendix 2 of this document.

6. Reasons for the proposed change

The Proposer contends that the requirement for a Retailer to obtain written acknowledgement and/or a signed copy of the Terms and Conditions of Supply from a Micro-business customer before a switch can be initiated has a negative impact on this sub-set of customers and reduces the likelihood that they will engage in the market and consider switching their supplier. It has argued that this requirement increases the “hassle factor” meaning that a Micro-business is less likely to switch.

Further, the Proposer has indicated that the requirement to obtain written acknowledgement/signed Terms and Conditions of Supply increases the time it takes for a switch to be completed. This is because the Retailer is required to wait until the Micro-business customer returns the written consent before it is able to proceed with the switch.

The Proposer has argued that the Retailer’s costs of acquisition of Micro-business customers is higher due to the requirement to obtain the relevant written acknowledgement before the switch is initiated. It has argued that this in turn limits the number of Retailers that want to compete to supply services to Micro-businesses. The Proposer has indicated that this ultimately has a negative impact for Micro-business customers as they have less choice and price and service offerings are likely to be less competitive.

In addition to the above, the Proposer has highlighted that neither an acquiring licensee which has inherited a customer base of customers at market opening or as a result of Retail Exit nor a supplier re-negotiating terms with an existing customer is required to obtain written acknowledgement of a signed copy of the Terms and Conditions of Supply. However, as this requirement applies for new entrants when gaining new customers, the Proposer does not consider this promotes a level playing field.

7. Proposed decision

We propose to accept the Change Proposal.

When reaching our proposed decision we have considered the scope, impact and risks of the proposed change along with evidence submitted to us by the Proposer.

7.1 Evidence considered

The Proposer highlighted that under English law, an oral contract is equally as valid as a written contract as long as there is an offer, acceptance of that offer, intention to create legal relations and certainty of terms. It acknowledged that a difficulty in relation to oral contracts is evidencing them. Whilst there is a legal requirement for some contracts to be in writing, the Proposer highlighted that most types of contract can be concluded orally. It provided examples of contracts that can be concluded orally in other sectors, inclusive of telecoms, electricity, gas, water (Scotland) and insurance contracts. It highlighted that even domestic customers in these sectors are able conclude these contracts orally.

The Proposer stated that in all other regulated markets in which it operates, it can conclude oral contracts. It presented to us that:

- “Ofcom recognises the validity of oral contracts. The General Conditions of Entitlement set out the information the Retailer must provide to the customer and says this information should be provided in paper or another durable medium or, “where the Switching Customer enters into the contract during a sales call, by telephone.”
- The Water Industry Commission for Scotland recognises the validity of oral contracts. The Standard Licence Conditions for Licensed Providers in Scotland define an agreement as “any legally binding contract or arrangement (whether or not constituted or evidenced by any written document).”
- Ofgem’s Standard Licence Conditions require only that the principal terms of the contract be brought to the attention of Micro-businesses and communicated in plain and intelligible language. Whilst a written copy of the express terms and conditions must be provided to Micro-businesses within 10 days of the Micro-business entering into the contract, there is no requirement to receive written confirmation from the customer that the terms and conditions have been read and understood.”

The Proposer has stated that both Ofwat and CCWater¹ have highlighted that customers consider that the ability to consolidate different utility services to the same Retailer is an important factor when considering switching. It notes that other utility services enable switching to take place orally which reduces the time taken to switch. The Proposer has argued that Retailers selling services across multiple utilities cannot, if the customer is switching water or sewerage services in England, switch all the customer's utility services at the same time. Evidence provided by the Proposer in support of this is that it takes an average of 50 calendar days for customers to switch to it where it is awaiting a written acknowledgement or signed copy of the Terms and Conditions of Supply. The Proposer estimates that it would take customers approximately 28 calendar days to switch providers if contracts for water and/or sewerage services can be concluded orally. This 28 calendar day timeframe is inclusive of the seven day cooling off period and the time taken to send written information required by section 6.1.1 of the CPCoP.

The Proposer has provided evidence to support its assertion that the requirement for written acknowledgement/signed Terms and Conditions of Supply adds an additional "hassle factor" for Micro-business customers. It highlighted that where Micro-businesses cannot or do not access/return the written acknowledgement or the signed Terms and Conditions of Supply on the day the contract is provisionally agreed, the Proposer receives the written acknowledgement or signed Terms and Conditions of Supply on average 22 calendar days later. Only approximately 51% of the Proposer's customers that are required to provide the written acknowledgement or signed Terms and Conditions of Supply end up switching their service. The Proposer considers that this is, at least in part, due to the additional effort required to provide the written acknowledgement or signed Terms and Conditions of Supply, particularly when Micro-businesses consider the relatively low savings that can be achieved by switching.

The Proposer monitored, over the period of around a week, the number of customers with whom it entered into oral contracts with but that customer subsequently failed to return the written acknowledgement or signed terms and conditions of supply. During the monitoring period, it has been reported that several of the Proposer's customers raised concerns about the requirement for written acknowledgement or signed Terms and Conditions of Supply. The Proposer stated that most of these concerns related to the customer not having access to emails or not having time to complete the additional step of providing written acknowledgement or a signed copy of the

¹ Ofwat's report ([Open for Business: Reviewing the first year of the water retail market](#)) and the report published by the Consumer Council for Water ([Non-Household customers experiences of the retail water market in England](#))

terms and conditions of supply. The Proposer stated that this resulted in a failure to switch or the switch being delayed.

Further to the above, the Proposer has provided some case studies as supporting evidence of the issue, these have been detailed below:

“In one case the customer signed up to receive both their electricity and water services from us. The electricity contract was concluded verbally. However, the customer cannot access their emails at work due to lack of mobile signal. As such, we have been unable to place orders to switch their water services.”

“In another case, the customer did not have access to emails and could not understand why they were required to provide written acknowledgement. The customer queried why written acknowledgement was required when we would be reading the key terms of the contract over the phone. Due to the difficulties the customer experienced in providing the written acknowledgement, it took six weeks from agreeing the verbal contract to us concluding the contract.”

The Proposer has indicated that acceptance of the Change Proposal would result in positive impacts for Retailers. It contends that ability for Retailers to conclude oral contracts with Micro-business Customers will reduce the time it takes for a switch to be completed whilst also reducing the Retailer cost of acquisition. It has argued that this change would have positive impacts on competition in the market as Retailers would be able to compete to provide services to Micro-business customers in a more efficient way.

The Proposer has argued that this change would have no negative impact on customers. This is because:

- All of the required information would be read out to the customer;
- Proof of the customer’s oral acknowledgement would be retained in case of subsequent queries; and
- The customer would be sent the required information in writing and the customer could still cancel the contract during the seven day cooling off period.

7.2 Proposed decision

We have given consideration to the evidence presented with regard to the ability for customers, inclusive of Micro-business customers, to conclude contracts orally for other utilities.

We note the Proposers argument that the requirement for Retailers submitting a Transfer Registration Application to have obtained additional written acknowledgment from Micro-businesses does not promote a level playing field. The Proposers argument regarding this issue has not been a relevant factor in our decision to consult on accepting the Change Proposal.

We are of the view that the requirement for a Retailer to ensure that it can prove it has obtained oral consent from the relevant Micro-business customer reduces the risk that the additional protection offered to Micro-business customers in section 6.1.1 of the CPCoP could be eroded. The proposed change maintains the relevant cooling off period which provides protection to Micro-businesses should they wish to cancel the switch within seven days after reflecting upon the written information provided to it. We consider that this contributes to mitigation of a potential risk that the relevant Micro-business customer has not had the opportunity to reflect upon the information provided to it by the relevant Retailer as it would be able to cancel the contract within the cooling off period.

Enabling contracts to be concluded orally with Micro-business customers will align with other sectors. In addition, it will potentially have positive impacts on Micro-business customers' experience of switching as it increases the ease of switching and the time taken for a switch to be completed. This in turn could increase the number of Micro-business customers that engage with the market and therefore, may have a positive impact on competition. The Proposer has suggested that the change could decrease the cost of acquisition of Micro-business customers. Should this be the case, this may have a positive impact on competition to serve Micro-business customers.

Having considered available evidence, in conjunction with the scope and impact of the Change Proposal, we are proposing to accept the Change Proposal.

7.3 Proposed decision on the date of implementation

It is our proposed decision that the implementation date for this change will be **one week after the date of our decision document**. We propose publishing an updated version of the CPCoP at the same time as we publish our decision document which will come into effect on the same day.

We have considered the potential impact on Retailers' existing systems and processes. The proposed change introduces an additional option for Retailers to conclude contracts in an alternative way, namely orally. There is no obligation that Retailers utilise this option, and as such we do not consider that a short implementation timeframe will have any adverse impact on Retailers. Early implementation of the proposed change will avoid delay of the benefits the change will provide for Micro-business customers and Retailers.

8. Consultation questions

The questions we would welcome responses on in relation to this consultation on our proposed decision to accept this Change Proposal are detailed below. Where appropriate, answers should be supported with evidence.

1. What is your view of our proposed decision to accept the Change Proposal?
2. What is your view of whether the proposal promotes and facilitates the General Principles of the Customer Protection Code of Practice (section 4 of the CPCoP)?
3. What is your view of the legal drafting for the Change Proposal (see appendix 1)?
4. What is your view of the proposed implementation date of the Change Proposal being one week after the date of publication of the Authority's decision document?

9. Conclusion and next steps

The consultation on the Change Proposal will close on **8 April 2019**.

Following the closure of this consultation, we will consider responses prior to issuing our final decision. See section 3 and 8 of this document for details about how to respond to this consultation.

We will endeavour to make the decision on the Change Proposal as soon as practicable following closure of this consultation.

Appendix 1 – Legal drafting

6. Obligations in relation to sales and marketing activities

6.1 Communications with Micro-businesses prior to submission of a Transfer Registration Application.

6.1.1 Before submitting a Transfer Registration Application in respect of a Micro-business or agreeing Terms and Conditions of Supply with a Micro-business (whichever is earlier), a Retailer shall provide the following information to the relevant Micro-business in writing or, where the Micro-business agrees, orally:

- (a) details of applicable prices, charges and/or tariffs (including whether or not they are inclusive of all costs and taxes and any assumptions underlying the proposed prices, charges and/or tariffs) being offered by the Retailer to the Micro-business;
- (b) service levels that would apply in the Terms and Conditions of Supply being offered by the Retailer to the Micro-business;
- (c) the type, frequency of bills and payment methods available;
- (d) the duration of the Terms and Conditions of Supply being offered by the Retailer to the Micro-business, in particular the proposed expiry date (if any);
- (e) contact details of the Retailer (including full name, address and a non-premium rate telephone number);
- (f) any rights that the Micro-business would have to cancel the Terms and Condition of Supply without any cost to them;
- (g) any rights that the Micro-business would have to cancel or terminate the Terms and Conditions of Supply that would incur costs or fees if exercised, including details of any such costs or fees and applicable notice periods;
- (h) a comparison between the Material Terms being offered under the proposed Terms and Conditions of Supply and either:

(i) the Retailer’s Scheme of Terms and Conditions required by the Exit Regulations (where the Retailer is a Licensee and is required to have in place such a Scheme of Terms and Conditions); or

(ii) the Retailer’s statutory duties to supply (where the Retailer is a relevant undertaker); or

(iii) the Retailer’s “standard” terms and conditions (where the Retailer is a Licensee but is not required to have a Scheme of Terms and Conditions pursuant to the Exit Regulations, if different.

6.1.2 Where the Retailer has provided the information pursuant to Section 6.1.1 orally to the Micro-business, it shall, as soon as reasonably practicable, also provide this to the relevant Micro-business in writing along with a copy of the Terms and Conditions of Supply. The provision in writing of the information and the Terms and Conditions of Supply under this sub-section shall be considered to be the provision of a notice for the purposes of Section 11.

6.1.3 Before submitting a Transfer Registration Application in respect of a Micro-business, the Retailer shall ensure that it:

(a) (Either has:

(i) a clear audio record of the relevant Micro-business’s oral acknowledgement that it has heard and understood the information provided to it pursuant to Section 6.1.1; or

(ii) written acknowledgement from the relevant Micro-business that it has read and understood the information provided to it pursuant to Section 6.1.1; and

(b) Either has:

(i) a clear audio record of the relevant Micro-business’s oral acknowledgment that it accepts the Terms and Conditions of Supply; or

(ii) written acknowledgement from the relevant Micro-business that it accepts the Terms and Conditions of Supply; or

(iii) a copy of the Terms and Conditions of Supply, signed by or on behalf of the relevant Micro-business.

6.2 Cooling off Period for Micro-businesses.

6.2.1 Other than where the Terms and Conditions of Supply are a Scheme of Terms and Conditions or the statutory duties of a relevant undertaker, a Micro-business shall be entitled to cancel or terminate the Terms and Conditions of Supply acknowledged or agreed pursuant to section 6.1.3 at no cost to the Micro-business by serving a Cancellation Notice on the Retailer. Where the Section 6.1.1 information has:

(a) been provided oral, the Micro-business must serve the Cancellation Notice within seven calendar days of the date on which the Micro-business is deemed to have received the relevant information and a copy of the Terms and Conditions of Supply provided to it pursuant to Section 6.1.2; or

(b) initially been provided in writing rather than orally, the Micro-business must serve the Cancellation Notice within seven calendar days of the date on which the Micro-business provided written acknowledgement that it accepted the Terms and Conditions of Supply or signed a copy of the Terms and Conditions of Supply (whichever is the earlier).

6.2.2 Where the Retailer has provided the Section 6.1.1 information to the Micro-business orally, the Retailer shall not submit a Transfer Registration Application in respect of that Micro-business within seven calendar days of deemed receipt by the Micro-business of the Section 6.1.1 information and the Terms and Conditions of Supply.

6.2.3 Where the Retailer initially provided the Section 6.1.1 information to the Micro-business in writing, a Retailer shall not submit a Transfer Registration Application in respect of a Micro-business within seven calendar days of receipt by the Retailer of the written acknowledgement of the Section 6.1.1 information and either written acknowledgement that they have accepted the Terms and Conditions of Supply or a copy of the Terms and Conditions of Supply signed by or on behalf of the relevant Micro-business.

6.3 Third parties acting for Retailers.

6.3.1 Where Retailers use third parties to represent them in sales and marketing activities, they shall be responsible for the actions of those representatives and shall take all reasonable steps to ensure that these third parties are aware of, understand and comply with, the provisions of this code.

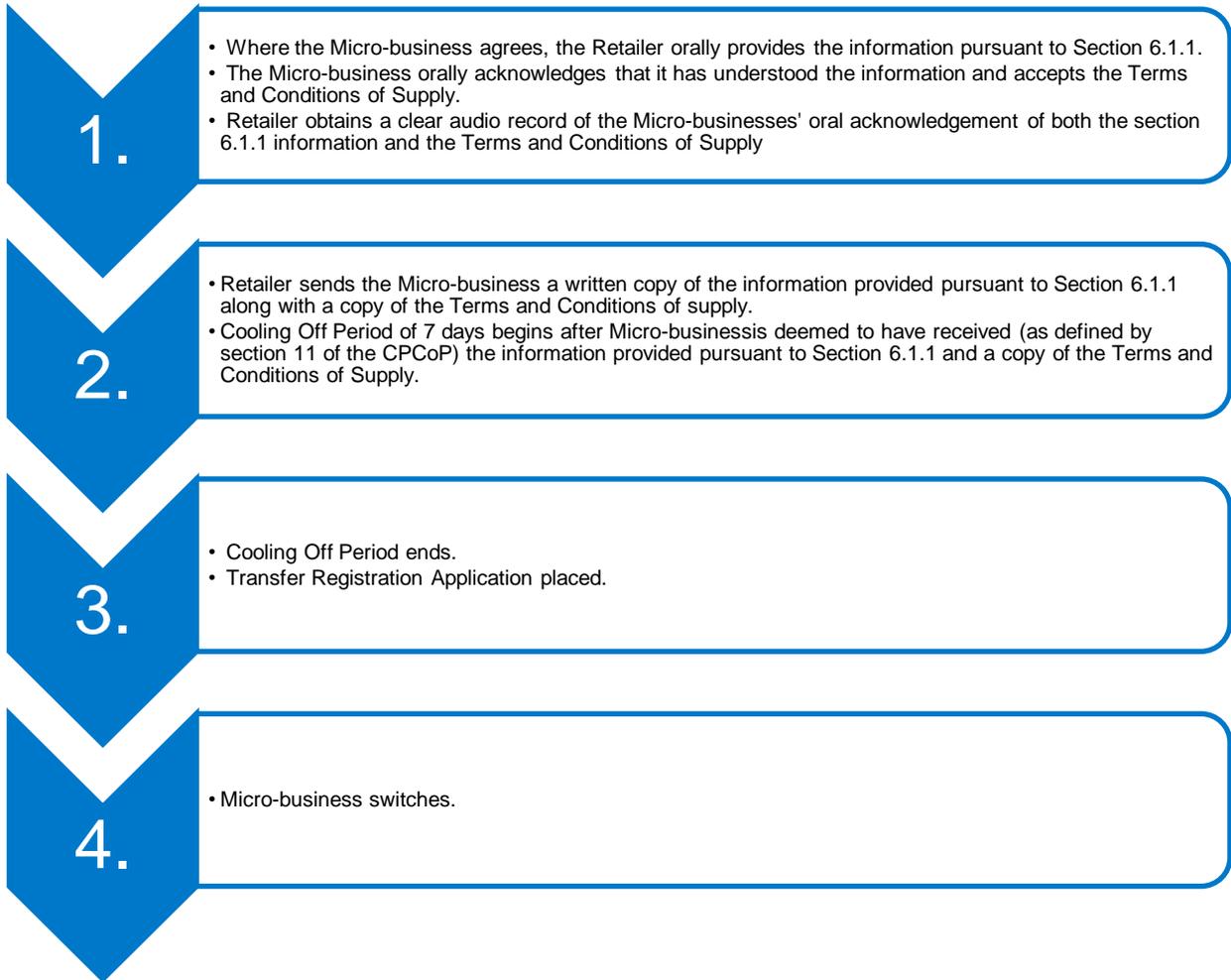
6.4 Third parties acting for Non-Household Customers.

6.4.1 Where Non-Household Customers have any third party acting on their behalf, Retailers shall obtain written confirmation – known as a letter of authority – from the relevant Non-household Customers that:

- (a) the named third party is acting on their behalf;
- (b) the extent of the third party's authority; and
- (c) how the third party's fees are being paid.

6.4.2 Where the Non-Household Customer is also a Micro-business, the written confirmation shall be in the form of a template issued by the Authority from time to time.

Appendix 2 – Process map



Ofwat (The Water Services Regulation Authority) is a non-ministerial government department. We regulate the water sector in England and Wales. Our vision is to be a trusted and respected regulator, working at the leading edge, challenging ourselves and others to build trust and confidence in water.

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