

Section V1.0 FINAL

Comments

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| 3.1.3 The Wholesaler will verify the RTS allowance and may seek further information from the Retailer or arrange a site visit to the Customer's premises, if required.   | Site visits are only carried out in exceptional circumstances                       |
| 3.1.4 The Wholesaler may require the customer to install private sub meters in order that the RTS allowance can be calculated.   | We do not expect customers to fit sub meters  |
| 3.1.7 The Wholesaler will review the RTS allowances when there is a change of use of a property or change of occupier.   | Only upon request. We would not know if there has been a change of occupier or use. |
| 3.1.8 The Wholesaler may review the RTS allowances periodically and notify the Retailer accordingly.   | We don't proactively review RTS allowances  |
| 4.3 Where Trade Effluent Charges are not applied, Wholesalers can agree a % RTS allowance for any metered water which is used on site, but not returned to sewer. CMOS does not currently allow a fixed volume reduction to be applied although a work around to this (using an assessed charge) is available if required. | We currently use fixed volume reductions in CMOS                                    |
| 4.4 In addition a Wholesaler may apply charges for discharges which a customer makes where water is supplied from alternative sources e.g. borehole, grey water recycling or rainwater harvesting.   | We would include alternative supply if it is registred in the market and metered    |
| 6.1 The RTS allowance is granted until such time as there is a change in the customer's circumstances or it is periodically reviewed by the Wholesaler.  | We do not currently periodically review allowances                                  |
| 6.2 From time to time a Wholesaler may wish to undertake a periodic review of the RTS allowances granted. The Wholesaler will give Retailers advanced notice of such reviews and will agree a suitable timescale for completion of this work.  | We do not currently proactively periodically review allowances                      |

| Section V3.0  | Our position  |
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| 2.1.5 A Leakage notice will be issued to the Customer under Section 75 of the Water Industry Act 1991. This will inform the Customer of the leak and their responsibility to undertake a repair within 14 days. If the leak is not repaired within this timeline, the Wholesaler reserves the right to carry out the repair using its statutory powers and recharge the Customer accordingly. Alternatively the supply may be turned off to prevent waste of water, damage or contamination in accordance with Section 75(9) of the Water Industry Act 1991. The Retailer will be notified when a Leakage notice is served on their Customer and will be kept informed during this process. | We give customers more time to get the leak fixed themselves (at least 30 days)   |
| 5.1 If the leak is found on the supply pipe an allowance may be given for (water and) sewerage.   | We would only give an allowance for waste   |
| 7.1.1 There is no time factor for allowances where the leak has occurred on the Wholesalers apparatus and it is the Wholesalers responsibility to undertake the repair.   | An allowance will be paid for a period from the date the leak commenced up to a period of 6 years, unless the customer could not reasonably have been expected to identify the leak themselves. If the date the leak commenced cannot be confirmed an allowance will be granted for twelve months prior to the date the leak was fixed.   |
| 8.1 Only one allowance will be granted within any 24 month period.  | Allowances may be granted within any 12 month period  |
| 8.2 Any further request in the same 24 month period will be assessed on a case by case basis, and at the discretion of the Wholesaler. The Customer would have to demonstrate good practice and show improvements made to their infrastructure.   | Allowances may be granted within any 12 month period  |
| 9.1 Where the Wholesaler grants a leak allowance to the Retailer, it will normally be calculated as the difference between the average daily consumption for the same calendar period in the previous financial year and the average daily consumption for the duration of the leak. This is to ensure that seasonal usage is appropriately taken into consideration.   | We currently deduct average daily usage post leak repair from the leak Average Daily Use (ADU) to conclude an allowance volume. Where the post leak ADU is not in line with the pre leak annual usage a reasonable & discretionary decision is made to use preleak annual consumption or further question the post leak ADU or request further reads dependent on circumstances. Our position enables us to verify whether the leak has been repaired and give a more accurate allowance calculation for the customer   |
| 10.8 When a Customer, or Third Party working on behalf of the Retailer is undertaking a leak repair within a building or on plumbing connected to a water meter, permission must be obtained from the Wholesaler to remove and refit the meter, if this is required to aid repair.  | Currently we don't allow third parties to carry out work on our meters  |
| 13.2 If the allowance is for a previous Retailer, the previous and current Retailer should be able to request the allowance. The previous Retailer should discuss with the Wholesaler how to facilitate the request.  | We accept requests from either the current water retailer and current waste retailer if different. We don't accept requests from third parties or previous retailers. If we receive a request from a third party or previous retailer we will advise them who the current retailer is and instruct them to contact them and notify the current retailer that we have received a request from the previous retailer. We are not aligned because CMOS doesn't allow us to issue an allowance to the previous retailer who no longer has a relationship with the customer and is no longer the retailer for the customer in CMOS |

## Opportunities for alignment being considered following review of recently published Good Practice Guide

| Good Practice Guide Statement   | Our position   |
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| 3.12 Wholesalers are responsible for the maintenance of their data logging equipment, ensuring that it is clearly labelled with a contact name and telephone number.  | Logging equipment may not be labelled  |
| 5.6 A signed letter of authority from the Customer, where the Applicant is not the current Retailer.  | Retailers and third parties are required to provide letter of consent  |
| 7.1 Wholesalers will, where possible, make data available from their permanent operational (leakage) loggers. Data will be provided at a minimum of Day + 1, at 15 minute intervals. Wholesalers cannot guarantee continuous data. Flat-lining issues should be investigated within 28 days where a splitter is not permitted.  | Digital data can be provided on either daily or monthly. Data from data loggers can be provided on an ongoing basis but is sent to the customers monthly   |
| 7.1 Wholesalers will, where possible, make data available from their permanent operational (leakage) loggers. Data will be provided at a minimum of Day + 1, at 15 minute intervals. Wholesalers cannot guarantee continuous data. Flat-lining issues should be investigated within 28 days where a splitter is not permitted.  | We do not have an SLA for fixing issues with the data  |
| 10.3 The Wholesaler will make reasonable endeavours to reconnect any data logger (or similar device) following a meter exchange, provided the meter is compatible. The wiring up of loggers is not standard and the Wholesaler may not have experience of the equipment to be re-attached. The Wholesaler will make reasonable endeavours to notify the owner of the logger if they are unable to reconnect it. | We contact customer to find out if logging equipment is still required. Where is it required and the meter is outside our wide area network we will install a pulse meter but we will not reattach logging equipment |
| 11.1 Where a meter, that is not compatible for logging, is due for periodic or proactive replacement within 6 months or where the meter is >15 years old, the Wholesaler will not charge for the meter exchange.  | Our charges are not linked to our metering programme and/or age of the meter   |
| 11.3 A quote for a meter exchange can be provided direct to a Third Party in accordance with the Wholesaler's Terms and Conditions. The Wholesaler will then notify the Retailer via the B/01 (B7 Wholesaler Initiated) process.  | We do not accept requests to exchange meters from third parties  |