



**Non-
household
customer side
leakage**

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Disclaimer:

This document is confidential and shall not be disclosed to any third party, in line with the Business Terms of the Wholesale-Retail Code and the Market Arrangements Code.

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1. Background

This is one of a number of policies developed specifically for the wholesale business to adopt in the non-household market. Thames Water reserve the right to use its statutory powers as defined in Section 75 of the Water Industry Act 1991 to repair any non-household customer leaks that have been identified and not fixed within the relevant timescales.

2. Scope

This policy applies to leaks that are identified on the pipework which runs from the property boundary up to the entry to the premises and are therefore not the responsibility of Thames Water Wholesale. These leaks are known as customer side leaks and this policy relates to customer side leaks identified on premises which are eligible in the non-household customer competitive market. Leaks identified from the point of entry are internal and are also the responsibility of the property owner/occupier. This is known as wastage and is outside the scope of this policy.

This policy governs the processes that shall apply in the event of actual or suspected customer side leakage and covers:

- the leakage notification process;
- enforcement.

This policy applies to Thames Water Wholesale and our service providers.

This policy applies to customer side leak identified on properties, through:

- active leakage control (ALC, “LeakFrog”, AMR meters, smart technology);
- reports from the field (eg network service technicians, meter reading/replacement/installs);
- customer (landlord, tenant or third party to property);
- suspected issues with customer side leakage or wastage reported by retailers.

3. Definition of terms

Customer side leakage (CSL) – the loss of treated water from your underground supply pipes (which usually run from the property boundary up to the entry to the premises) and therefore not owned by Thames Water Wholesale.

Non-household customer – means those customers who are within the scope of the non-household market.

Notice – any notice which Thames Water Utilities Ltd is obliged to issue under the Water Industry Act 1991 in connection with services provided to a non-household customer.

Planned visit – work which is planned with 2 or more business days’ notice.

Repair – restoring the pipe to a sound condition using appropriate methods, which may include replacing and relining up to 1 meter of pipe.

Replacement – laying a new pipe or relining the existing pipe, greater than 1 meter of pipe.

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Shared supply –a single supply from the main that feeds multiple properties, eg a block of flat that is fed by a single communications pipe and supply pipe.

Unplanned visits – a visit which cannot be planned two or more business days' in advance.

Wastage –The loss of water from defective pipes and/or fittings, above or below ground, whether visible or not, that occurs after the internal stop valve and is not normal usage. Within the water industry wastage is also known as plumbing losses.

4.Principles

We will:

- work with retailers and non-household customers to ensure customer side leaks are fixed in order to reduce bills and conserve water;
- have a clear course of action to be followed when a customer side leak is identified either by Thames Water Wholesale, a retailer, a partner resource, or when reported by the customer;
- ensure a clear, consistent message is being given to customers as to who is responsible for fixing the leak and what remedy options are available;
- ensure that customer side leakage is fixed in a prompt manner;
- ensure a positive experience for all customers who contact the wholesale contact centre requesting support in connection with a suspected customer side leak at their property, or another customer's property (in the case of shared supplies);
- ensure Thames Water Wholesale meets its responsibilities under the Water Industry Act 1991;
- meet our non-household market obligations.

5.Policy

Notification

We will notify the retailer when:

- a) the non-household customer contacts us stating that they have a leak on their premises or suspect that they may have a leak;
- b) we find a leak on their non-household customer premises through our proactive leakage programme;
- c) we find a leak on their non-household customer premises whilst we are carrying out other maintenance activities on our water network;
- d) we need to carry out a planned visit;
- e) we have carried out an unplanned visit.

Should the retailer become aware of any customer side leakage or wastage they should inform us and pass along the relevant details as soon as is reasonably practicable.

Leakage confirmation

We offer a no cost investigation service to confirm if there is leakage from the non-household customer's supply pipe or associated assets and advise them and their retailer if we suspect that there is wastage.

Appointments

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We will offer the following appointments to non-household customers within our normal working hours:

- Monday – Friday, 9am - 1pm;
- Monday – Friday, 1pm - 5pm.

In the event that we have to cancel the appointment, we'll give at least 24 hours' notice.

From time to time we may need to make unannounced visits to non-household customer premises to deal with specific leakage related requirements.

Working hours

Our normal working hours to carry out investigations are:

- Monday – Friday, 9am to 5pm.

Shared supplies

It is our policy that all customers that share a supply pipe agree on the course of action ahead of us carrying out work to remedy the customer leak.

We will not arbitrate any disputes between customers that share a supply pipe.

Where the non-household premises is:

- on a shared supply with domestic premises, which are eligible for a free repair/replacement; and
- the leak **is not** within the curtilage of the non-household customers property;

the non-household customer is not eligible for a free repair/replacement under the terms of the our domestic customer side leakage service. However, the household premises may apply for a free repair/replacement.

Where the non-household premises is:

- on a shared supply with any domestic premises, which are eligible for a free repair/replacement under the terms of the TWUL Wholesale domestic customer side leakage service; and
- the leak **is** within the curtilage of the non-household premise or the curtilage of property is shared with a domestic premises;

the non-household customer is not eligible for a free repair/replacement and must make arrangements for the leak to be fixed within the timescale set by us.

Where responsibility for the leak is unclear or cannot be established before work to remedy the leak commences, the work will be considered to be within the scope of the domestic customer side leakage offer and managed in accordance with the domestic customer side leakage service.

Where a non-household premises is:

- on a shared supply with another non-household premises; and
- is not shared with any domestic premises; and
- the leak is within the curtilage of the non-household premise which is not shared with another non-household premises.

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the non-household customer must make arrangements for the leak to be fixed within the timescale set by us. Where the curtilage is shared with another non-household premises both customers must agree to the work being carried out.

Customers on a shared supply will need to arrange for the leak to be fixed at their own cost within the notice period set out by TWUL.

Repairs

The non-household customers have the opportunity to fix the leak themselves (to be completed within 30 business days of notification),

If we find a particularly serious non-household customer leak, we may serve notice on the non-household customer requiring the leak to be fixed within seven calendar days. We will do this if there is one or more of the following: a risk to health and safety, loss of supply, property damage, reduced water pressure or other noticeable customer or environmental impact.

On completion of the repair/replacement the new supply pipe shall remain the responsibility of the customer.

Section 75 notices

Failure to fix the leak within 30 business days or 7 calendar days (where a serious customer leak has been identified) from the date the non-household customer was notified of the leak will result in us carrying out work to fix the leak using our powers under Section 75 of the Water Industry Act 1991. We reserve the right to recover all reasonable costs incurred from the non-household customer directly.

We will serve Section 75 notices on the non-household customer, if required. We will also send a copy of this notice to the retailer.

All work carried out by us will be completed to any appropriate standards eg Water Fittings Regulations.

We may use our service providers to carry out any work following a Section 75 notice being served on the non-household customer.

We may use our powers of entry to enable us to fix the leak using our powers under Section 75 of the Water Industry Act 1991.

Managing demand

There are leaks where we may choose to fix the leak at our cost under certain circumstances where the leak is above 0.075MLD, and:

- to meet our wholesale leakage target; or
- to manage a supply and demand event; or
- to continually supply all our customers.

We will use our discretion in such circumstances, where this is a cost effective and readily achievable solution.

We will notify the retailer when we have fixed the leak at our cost.

Fire supplies

For the avoidance of doubt, leaks on fire supplies shall be treated in the same way as any other leaks on non-household customer's pipework.

Reinstatements

Where applicable, standard reinstatements will be carried out at an appropriate standard in line with the conditions stated for reinstatements in the Wholesale Tariff Document.

Warranties

We will guarantee the replacement pipe for 5 years, the repaired pipe for 1 year, both under normal conditions of use and when the surroundings are not otherwise disturbed.

We will not guarantee the quality or condition of the existing pipe either side of the pipe that has been repaired, replaced or relined and connections.

Reschedules and cancellations

For more information on rescheduling and cancellations, please refer to our Wholesale Tariff Document.

6.Changes to policy

This policy will be reviewed on a twelve-month basis and updated periodically as required.

7.References

Water Industry Act 1991

Traffic Management Act 2004

Water Supply (Water Fittings) Regulations 1999

8.Appendices

There are no appendices to this document.