

# **Wholesale Contract**

## **Schedule 1, Part 3:**

### **Operational Terms**

## Change History

| Version Number | Date of Issue                   | Reason for Change  | Change Control Reference | Sections Affected  |
|----------------|---------------------------------|--|--------------------------|--|
| V2.0           | 3 <sup>rd</sup> July 2017       | Enhancements to Self Supply                                    | CPW005                   | Part I Introduction;<br>New Process I13  |
| V3.0           | 1 <sup>st</sup> December 2017   | Amend the wording in the F02 Complaint Form                    | CPW020                   | Process F5 – Non Household Customer complaints   |
| V4.0           | 3 <sup>rd</sup> March 2018      | Extending the New Connection Suspension Period                 | CPW031                   | Introduction and Summary;<br>Part A Section AA;<br>Process A6  |
| V5.0           | 28 <sup>th</sup> September 2018 | Emergency Contact Details                                      | CPW010                   | Introduction and Summary: B:<br>Introduction and Summary D;<br>Part E, B: Roles and Responsibilities;<br>Part E, C: 24 hour contact arrangements;<br>Part E: Process E4: Drinking water quality incidents<br>Process E7- Emergencies: Step 1<br>Step 4 |
|                |                                 | Adding the date from which a Tariff is applicable to Form H/04 | CPW032                   | Process H5 - Retailer application for change in Tariff applied to a Service Component  |
|                |                                 | F01 Form Amendments  | CPW035                   | Process F4 - Non-Household Customer enquiries  |

|      |              |   |        |   |
|------|--------------|---|--------|---|
|      |              | G/02 and G/03 Trade Effluent Form amendments and creation | CPW036 | Part G, A: General Introduction Processes G2, G3 and G5   |
| V6.0 | 1 April 2019 | Operational Performance Standards Review                  | CPW049 | Process C5 (Step 4)<br>Process H1 (Part 4)<br>Part I :<br>Disconnections  |
| V7.0 | 26 July 2019 | Removing Processes A1-A5 (new connections)                | CPW058 | Introduction and Summary: A. General Introduction;<br>F. Use of Accredited Entities (iv)<br>Part A: New Connections<br>AA. Application of this Part A<br>A. General introduction and application of this part A to new connections activity<br>C. Use of part A<br>Process A1-A5<br>Process A6: purpose and scope<br>Part B: Metering<br>H. Installing a meter<br>Process E1- Identification of Sensitive Customers step 2<br>Part I: Disconnections<br>D. Temporary and Permanent Disconnections |

|       |                              |   |        |   |
|-------|------------------------------|---|--------|---|
|       |                              |   |        | H.<br>Reconnections   |
| V8.0  | 1 April 2020                 | Gap Site Incentive Scheme   | CPW082 | A General Introduction<br>Process C3<br>Part H  |
| V9.0  | 8 April 2020                 | Temporary Change to Disconnections  | CPW094 | Process I13<br>Step 1   |
| V10.0 | 15 May 2020                  | Vacancy Incentive Scheme  | CPW083 | Process H7  |
| V11.0 | 28 <sup>th</sup> August 2020 | Introduction of a Retailer SLA in relation submission of trade effluent market forms to Wholesalers | CPW074 | Process G2 - Application for Trade Effluent Consent or temporary Trade Effluent Consent and re-activation of discontinued Trade Effluent Consent:<br>Step 2<br><br>Process G3- Variation of Trade Effluent Consents:<br>Step 1<br><br>Process G5 - Discontinuation of Trade Effluent Consent: Step 1<br><br>Process G6 - Termination of Trade Effluent Consent:<br>Step 1 |
| V12.0 | 9 September 2020             | Interim Supply Process Amendments   | CPW103 | Part B: Metering<br><br>L. Retailer requested Meter Read for Non-Market Meters in respect of a Transfer or allocation of a Supply Point   |

|       |                   |  |         |   |
|-------|-------------------|--|---------|---|
|       |                   |  |         | Process B11   |
| V13.0 | 14 May 2021       | Clarify the responsibilities of Trading Parties during a planned event                         | CPW099  | Introduction and Summary:<br>A. General introduction<br>D. Non-Household Customer contact<br>P. Sending and receiving notices, notifications, Forms and other written communication<br>Part D: Planned activities and affected services<br>Process D1<br>Process D2<br>Process D3 |
|       |                   | Housekeeping changes to fix typographical errors and enhance standardisation of code documents | CPW113  | Part H: Allowances, assessment requests and applications<br>Process H7:<br>Step 2   |
| V14.0 | 1 September 2021  | Clarification and removal of redundant clauses in the Unified Disputes Process                 | CPW116  | Section I. Meter accuracy<br>Process B3   |
| V15.0 | 22 September 2021 | Bilateral Interfaces Solution Phase 2  | CPW070a | 1 - Introduction<br>2 - Roles and Responsibilities of Trading Parties<br>3 - Use of Accredited Entities to undertake activities<br>4 - Wholesale Charges, requesting Wholesale services,  |

|       |                  |  |           |   |
|-------|------------------|--|-----------|---|
|       |                  |  |           | <p>and service of statutory notices</p> <p>5 - List of Operational Subsidiary Documents</p> <p>Part C:</p> <p>Process C1 – Verification of meter details or supply arrangements</p> <p>Part F:</p> <p>Section C - Non-Household Customer Complaints</p> |
|       |                  | Bilateral Interfaces Solution Phase 2 addendum | CPW070a-1 | <p>2.2.3</p> <p>2.5.3</p> <p>2.5.4</p> <p>2.5.5</p> <p>2.6.5</p>  |
| V16.0 | 02 February 2022 | Functional Releases                            | CPW070b-1 | <p>2.2.1</p> <p>2.2.2</p> <p>2.2.4</p> <p>2.6.2</p> <p>2.6.3</p> <p>2.6.4</p> <p>2.6.5</p>  |
| V17.0 | 31 May 2022      | Bilateral Interfaces Solution Phase 3          | CPW070b-1 | 1.2.1, 5, Process B5  |
|       |                  |  | CPW070c   | <p>5,</p> <p>Process F4 – Non-Household Customer enquiries,</p> <p>Process F5 – Non-Household Customer complaints</p> <p>Process G1 – Trade Effluent enquiries</p>  |

|       |                  |                                       |         |   |
|-------|------------------|---------------------------------------|---------|---|
| V18.0 | 2 August 2022    | Bilateral Interfaces Solution Phase 4 | CPW070d | 1.2.1<br>Part B: Metering   |
|       |                  |                                       | CPW070f | 1.1.3<br>1.1.4<br>1.1.5<br>1.2.1<br>2.2.4<br>2.2.5<br>2.2.6<br>2.2.7<br>2.2.8<br>Part B: Metering                   |
| V19.0 | 29 November 2022 | Bilateral Interfaces Solution Phase 6 | CPW070g | 1.2.1<br>Part B: Metering<br>Part C: Confirmation and verification of supply arrangements<br>Part G: Trade Effluent |

# Contents

|   |           |
|---|-----------|
| <b>Contents</b>   | <b>8</b>  |
| <b>Part A: New connections</b>  | <b>37</b> |
| Process A6 – Application to be Registered as the Retailer to a newly connected Supply Point   | 38        |
| <b>Part B: Metering</b>   | <b>40</b> |
| Process B1 – Installation of a meter performed by the Wholesaler  | 44        |
| Process B2 – Installation of a meter performed by an Accredited Entity  | 44        |
| Process B3 – Meter accuracy test performed by the Wholesaler  | 47        |
| Process B4 – Meter accuracy test performed by an Accredited Entity  | 47        |
| Process B5 – Repair or replacement of a faulty meter performed by the Wholesaler  | 49        |
| Process B6 – Repair or replacement of a faulty meter performed by an Accredited Entity  | 49        |
| Process B7 – Retailer requested change to size, model or location of meter performed by the Wholesaler  | 52        |
| Process B8 – Retailer requested change to size or location of the meter performed by an Accredited Entity   | 52        |
| Process B9 – Retailer requested change of meter performed by an Accredited Entity (other than a replacement following a fault or a change to the size or location of the meter)               | 53        |
| Process B10 – Wholesaler requested installation or change of meter performed by the Wholesaler (other than a replacement following a fault)   | 55        |
| Process B11 – Retailer request for Wholesaler to carry out Meter Read for a Non-Market Meter pending Transfer or allocation of a Supply Point   | 56        |
| Process B12 – Installing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services                       | 58        |
| Process B13 – Testing, repairing and replacing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services | 59        |
| Process B14 – Exchanging Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services                       | 60        |
| Process B15 – Installing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services   | 62        |



|  |           |
|--|-----------|
| Process B16 – Testing, repairing and replacing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services  | 63        |
| Process B17 – Exchanging Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services  | 64        |
| <b>Part C: Confirmation and verification of supply arrangements</b>  | <b>65</b> |
| Process C1 – Verification of meter details or supply arrangements  | 66        |
| Process C2 – Gap Sites identified by the Wholesaler  | 66        |
| Process C3 – Application in respect of Gap Sites proposed by the Retailer  | 66        |
| Process C4 – Missing Service Components identified by the Wholesaler or the Retailer   | 66        |
| Process C5 – Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration or a change of circumstance) or removal of Service Components   | 68        |
| Process C6 – Application in respect of Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration or a change of circumstance) or removal of Service Component at the request of the Retailer | 68        |
| Process C7 – Retailer requested amendment to VOA BA Reference or UPRN at a Supply Point  | 68        |
| <b>Part D: Planned activities and affected services</b>  | <b>70</b> |
| Process D1 – Notification of capital works that may have an impact on Non-Household Customers - long-term planning   | 71        |
| Process D2 – Short-term planned activities   | 72        |
| Process D3 – Reactive activities   | 73        |
| <b>Part E: Unplanned events and incidents</b>  | <b>75</b> |
| Process E1 - Identification of Sensitive Customers   | 81        |
| Process E2 – Maintenance and implementation of Wholesaler Public Health Related Site Specific Arrangements for managing events and incidents potentially affecting public health   | 82        |
| Process E3 – Unplanned changes to supply of Water Services and/or Sewerage Services  | 84        |
| Process E4 – Drinking water quality incidents  | 87        |
| Process E5 – Sewer Flooding and Other Public Health Risks such as pollution incidents or unconsented Trade Effluent discharges   | 92        |
| Process E6 – Droughts, dry weather conditions and other circumstances which give rise to water shortages   | 95        |
| Process E7 – Emergencies (i.e. civil emergencies or national security events)  | 96        |

|   |            |
|---|------------|
| <b>Part F: Monitoring, investigations, complaints and enquiries</b>   | <b>100</b> |
| Process F1 - Unannounced and/or unplanned visits to Eligible Premises e.g. to conduct water sampling or to monitor compliance with the Water Fittings Regulations | 101        |
| Process F2 - Announced planned visits to Eligible Premises e.g. to monitor compliance with the Water Fittings Regulations   | 102        |
| Process F3 – Visits by the Wholesaler to Eligible Premises not covered by other processes   | 103        |
| Process F4 –Non-Household Customer enquiries  | 103        |
| Process F5 – Non-Household Customer complaints  | 104        |
| Process F6 – Water Fittings Regulations enquiries and notifications   | 104        |
| <br>  |            |
| <b>Part G: Trade Effluent</b>   | <b>106</b> |
| Process G1 – Trade Effluent enquiries   | 107        |
| Process G2 (Merged) –Trade Effluent Consents  | 107        |
| Process G3 – Variation of Trade Effluent Consents   | 107        |
| Process G4 – Trade Effluent monitoring  | 107        |
| Process G5 – Discontinuation of Trade Effluent Consent  | 109        |
| Process G6 – Termination of Trade Effluent Consent  | 110        |
| <br>  |            |
| <b>Part H: Allowances, assessment requests and applications</b>   | <b>110</b> |
| Process H1 – Application for an allowance and/or volumetric adjustment or Wholesaler notice of review and/or change of allowance                                  | 111        |
| Process H2 – Application for a Contribution Offer in respect of installing a meter at an Unmeasured or Assessed Service Component                                 | 114        |
| Process H3 – Review of charges at Unmeasured or Assessed Supply Points  | 117        |
| Process H4 – Wholesaler notice of change in Tariff applied to a Service Component   | 120        |
| Process H5 – Retailer application for change in Tariff applied to a Service Component   | 121        |
| Process H6 [NOT IN USE]   | 122        |
| Process H7 - Application for Vacancy Incentive Scheme Payment   | 122        |
| <br>  |            |
| <b>Part I: Disconnections</b>   | <b>127</b> |
| Process I1 – Disconnection requested by the Retailer and performed by the Wholesaler in relation to Non-Household Customer non-payment                            | 130        |

|  |            |
|--|------------|
| <b>Process I2 – Disconnection requested by the Retailer and performed by an Accredited Entity in relation to Non-Household Customer non-payment</b>    | <b>133</b> |
| <b>Process I3 – Disconnection performed by the Wholesaler for illegal use</b>  | <b>135</b> |
| <b>Process I4 – Disconnection performed by the Wholesaler for breach of Water Fittings Regulations</b>   | <b>136</b> |
| <b>Process I5 - Disconnection requested by the Non-Household Customer and performed by the Wholesaler</b>  | <b>137</b> |
| <b>Process I6 – Disconnection requested by the Non-Household Customer and performed by an Accredited Entity</b>  | <b>139</b> |
| <b>Process I7 – Gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry at Retailer request</b> | <b>140</b> |
| <b>Process I8 – Reconnection requested by the Retailer and performed by the Wholesaler</b>   | <b>143</b> |
| <b>Process I9 – Reconnection requested by the Retailer and performed by an Accredited Entity</b>   | <b>143</b> |
| <b>Process I10 – Reconnection performed by the Wholesaler following rectification of a breach of Water Fittings Regulations</b>                        | <b>144</b> |
| <b>Process I11 – Reconnection performed by the Wholesaler following a Disconnection requested by the Non-Household Customer</b>                        | <b>145</b> |
| <b>Process I12 – Reconnection performed by an Accredited Entity following a Disconnection requested by the Non-Household Customer</b>                  | <b>145</b> |
| <b>Process I13 – Disconnection performed by the Wholesaler in relation to non-payment in cases of a Self-Supply Retailer</b>                           | <b>146</b> |

## Part 3: Operational Terms

### 1. Introduction

#### 1.1 Purpose

- 1.1.1 This Part 3 of Schedule 1 of the Wholesale Contract sets out the Operational Terms which describe how the Wholesaler and the Retailer co-ordinate operational activities that are necessary for the Wholesaler's provision of Water Services and/or Sewerage Services to the Retailer. Operational Subsidiary Documents are available where processes have been developed for use within the Bilateral Hub. All references to Operational Terms include the relevant OSDs as appropriate. Detailed processes, responsibilities and timescales for each process available in the Bilateral Hub are set out in the relevant OSD. A full list of all OSDs is set out in Section 5. of these Operational Terms.
- 1.1.2 These Operational Terms set out the mechanics of raising and responding to Requests. Where the relevant process is available via the Bilateral Hub, all Requests shall be progressed through the Bilateral Hub. Forms shall be used where the relevant process is not available via the Bilateral Hub.
- 1.1.3 In applying these Operational Terms, the Wholesaler shall act transparently and not discriminate between Retailers.

#### 1.2 Scope

- 1.2.1 These Operational Terms make provision for operational activities and set out the process steps to be followed in order for Trading Parties to complete these operational activities. Unless the contrary intention appears, operational activities that have commenced and are not completed prior to the implementation of the relevant process into the Bilateral Hub shall be continued in accordance with the previous operation of this Wholesale Retail Code applicable immediately prior to the relevant implementation date (as set out in the table below).

| <b>Part</b>   | <b>Description</b>  | <b>Process</b> | <b>Bilateral Hub Implementation Data</b> |
|---|---|----------------|--|
| A: New Connection                                       | Sets out the process by which the Retailer applies to be Registered to a New Supply Point if it is not arranging the connection.  | A6             | N/A                                      |
| B: Metering   | Sets out the processes for metering work such as the installation, accuracy testing, repair or replacement of faulty meters and changes of model, size and location of meters.  | B1             | 2 August 2022                            |
|   |   | B2             | N/A                                      |
|   |   | B3             | 29 November 2022                         |
|   |   | B4             | N/A                                      |
|   |   | B5             | 31 May 2022                              |
|   |   | B6             | N/A                                      |
|   |   | B7             | 2 August 2022                            |
|   |   | B8             | N/A                                      |
|   |   | B9             | N/A                                      |
|   |   | B10            | N/A                                      |
|   |   | B11            | N/A                                      |
|   |   | B12            | N/A                                      |
|   |   | B13            | N/A                                      |
|   |   | B14            | N/A                                      |
|   |   | B15            | N/A                                      |
|   |   | B16            | N/A                                      |
|   |   | B17            | N/A                                      |
| C: Confirmation and verification of supply arrangements | Sets out the processes for verification of meter details or supply arrangements, applications for the Registration of Gap Sites; identification of missing Service Components, Deregistration of a Supply Point with no | C1             | 22 September 2021                        |
|   |   | C2             | 29 November 2022                         |
|   |   | C3             | 29 November 2022                         |
|   |   | C4             | N/A                                      |

| <b>Part</b>                                 | <b>Description</b>   | <b>Process</b>                        | <b>Bilateral Hub Implementation Data</b> |
|---|--|---------------------------------------|--|
|   | corresponding physical Disconnection or removal of a Service Component, and amendments to the VOA BA Reference or UPRN at a Supply Point.  | C5                                    | 29 November 2022                         |
|   |  | C6 [no longer in use, merged with C5] | 29 November 2022 [through C5]            |
|   |  | C7                                    | N/A                                      |
| D: Planned activities and affected services | Sets out processes for notifying the Retailer and Non-Household Customers of long-term, short-term and reactive activities affecting the supply of Water Services and/or Sewerage Services and of the areas affected by such activities.   | D1                                    | N/A                                      |
|   |  | D2                                    | N/A                                      |
|   |  | D3                                    | N/A                                      |
| E: Unplanned events and incidents           | Sets out processes relating to identifying Sensitive Customers, implementing and maintaining Public Health Related Site Specific Arrangements, identifying and managing unplanned changes to Water Services and/or Sewerage Services, particularly as regards communications between the Wholesaler and the Retailer in relation to potential drinking water quality incidents, Sewer Flooding and Other Public Health Risks such as pollution incidents or unconsented Trade Effluent discharges, managing droughts, dry weather conditions and | E1                                    | N/A                                      |
|   |  | E2                                    | N/A                                      |
|   |  | E3                                    | N/A                                      |
|   |  | E4                                    | N/A                                      |
|   |  | E5                                    | N/A                                      |
|   |  | E6                                    | N/A                                      |
|   |  | E7                                    | N/A                                      |

| Part  | Description  | Process                               | Bilateral Hub Implementation Data |
|---|--|---------------------------------------|-----------------------------------|
|   | other circumstances which give rise to water shortage, and Emergencies.  |                                       |                                   |
| F: Monitoring, investigations, complaints and enquiries | Sets out processes for Wholesaler visits to Eligible Premises for certain monitoring or investigation purposes or visits not covered by other processes, enquiries or complaints received from Non-Household Customers, including enquiries in relation to the application of the Water Fittings Regulations, and Water Fittings Regulations notifications received by the Retailer. | F1                                    | N/A                               |
|   |  | F2                                    | N/A                               |
|   |  | F3                                    | N/A                               |
|   |  | F4                                    | 31 May 2022                       |
|   |  | F5                                    | 31 May 2022                       |
|   |  | F6                                    | N/A                               |
| G: Trade Effluent                                       | Sets out processes for the obtaining of Trade Effluent Consents or variations to an existing Trade Effluent Consent, Trade Effluent monitoring, the discontinuation or termination of Trade Effluent Consents and Trade Effluent enquiries.  | G1                                    | 31 May 2022                       |
|   |  | G2<br>(Merged)                        | 29 November 2022                  |
|   |  | G3 [no longer in use, merged with G2] | 29 November 2022                  |
|   |  | G4                                    | N/A                               |
|   |  | G5 [no longer in use, merged with G2] | 29 November 2022                  |
|   |  | G6 [no longer in use,                 | 29 November 2022                  |

| Part  | Description  | Process         | Bilateral Hub Implementation Data |
|---|--|-----------------|-----------------------------------|
|   |  | merged with G2] |                                   |
| H: Allowances, assessment requests and applications | Sets out processes for the Retailer applying for allowances or Volumetric Adjustments in respect of Wholesale Charges, the Wholesaler reviewing and/or notifying of changes to allowances in respect of Wholesale Charges, a Contribution Offer in respect of installing a meter at an Unmeasured or Assessed Service Component at a Supply Point, review of Unmeasured Supply Points or Assessed charges, and applications for a change of Tariff or incentive payment. | H1              | N/A                               |
|   |  | H2              | N/A                               |
|   |  | H3              | N/A                               |
|   |  | H4              | N/A                               |
|   |  | H5              | N/A                               |
|   |  | H6              | N/A                               |
|   |  | H7              | N/A                               |
| I: Disconnections                                   | Sets out processes for both Temporary Disconnections and Permanent Disconnections, gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry, and any subsequent reconnection following a Temporary Disconnection.  | I1              | N/A                               |
|   |  | I2              | N/A                               |
|   |  | I3              | N/A                               |
|   |  | I4              | N/A                               |
|   |  | I5              | N/A                               |
|   |  | I6              | N/A                               |
|   |  | I7              | N/A                               |
|   |  | I8              | N/A                               |
|   |  | I9              | N/A                               |
|   |  | I10             | N/A                               |
|   |  | I11             | N/A                               |
|   |  | I12             | N/A                               |
|   |  | I13             | N/A                               |



1.2.2 These Operational Terms also set out the roles and responsibilities that apply where Trading Parties seek to complete operational activities (section 2), terms for the use of Accredited Entities to undertake activities (section 3), and principles regarding Wholesale Charges, requests for Wholesale services, and service of statutory notices (section 4).

### 1.3 Process-flow diagrams

1.3.1 Annexes A to I to these Operational Terms contain process flow-diagrams which illustrate the steps for each of the processes. Process flow-diagrams may also be contained within the OSDs where processes have been developed for use within the Bilateral Hub. These process-flow diagrams are provided for illustrative non-binding purposes only. In the event of any conflict, inconsistency or ambiguity between the written process steps in these Operational Terms or an OSD and the diagrams set out in Annexes A to I to these Operational Terms or within the relevant OSD, the written process steps in these Operational Terms or the relevant OSD shall take precedence.

## 2. Roles and Responsibilities of Trading Parties

### 2.1 Communication and provision of information between the Wholesaler and the Retailer

- 2.1.1 In following the processes set out in these Operational Terms, the Wholesaler and Retailer shall be required to communicate and share information with each other. The Wholesaler and Retailer are expected to keep each other advised of the relevant contact arrangements in their respective organisations for dealing with Requests, as well as for any notifications and related enquiries under these processes, where such Requests, notifications and related enquiries can not be performed through the Bilateral Hub. They must also have arrangements in place to support the safe and timely receipt of written communication, including Requests.
- 2.1.2 The Wholesaler and Retailer shall also advise of the contact arrangements for twenty-four (24) hour on-call arrangements set out below under heading C (24 hour contact arrangements) of part E (Unplanned events and incidents), for example where the Wholesaler needs the Retailer's support for communications with Non-Household Customers in relation to an unplanned event or incident. The Retailer shall on a mutually agreed basis make available to the Wholesaler Non-Household Customer contact details to be used in part E (unplanned events and incidents) where available to ensure effective communications. For clarity, these Non-Household Customer contact details are only to be used by the Wholesaler for the purpose of communicating with Non-Household Customers during unplanned events and incidents.
- 2.1.3 Where the Retailer is a Self-Supply Retailer, the Wholesaler is not required to give any advance notice of any visit to Eligible Premises as described in these Operational Terms or to give separate notice to or to reach separate agreement with the Retailer in respect of the relevant process.

### 2.2 Bilateral Hub and Forms

- 2.2.1 Trading Parties are required to use the Bilateral Hub created and maintained by the Market Operator in accordance with the Market Terms to raise, progress and complete Requests where the relevant process is available and the Request has been commenced via the Bilateral Hub. Where a process is not available through the Bilateral Hub, or the relevant process was commenced and has not yet been

completed prior to the implementation date of the relevant process (as set out in the table at Section 2.1 above) Trading Parties shall use Forms.

2.2.2 The communication of relevant information and updates relating to any Request raised in the Bilateral Hub should occur through the Bilateral Hub and shall take precedence over information submitted via any other means. Trading Parties may use the comment functionality set out in OSD 0701 (Bilateral Common Processes) to fulfil the obligations in Section 2.1.

2.2.3 Subject to any individual conditions which apply to the relevant process, the Bilateral Hub shall allow:

- (a) the Contracting Retailer to raise Requests for Supply Points registered to them.
- (b) the Other Retailer to raise Requests in relation to Supply Points at the Eligible Premises.
- (c) the Contracting Wholesaler to raise Requests for Supply Points registered to them.
- (d) the Other Wholesaler to raise Requests in relation to Supply Points at the Eligible Premises.

If the Retailer or Wholesaler no longer has the Supply Point Registered to them or is not providing Retail Services or Water Services and/or Sewerage Services to the Eligible Premises, it shall cease to be entitled to raise and update Requests.

2.2.4 In the event that any Trading Party identifies that they intend to or are planning to undertake a Programme of Works, or where other circumstances arise which may result in an above average volume of Requests, the Trading Party shall inform all relevant Contracting Retailers or Contracting Wholesalers immediately. Prior to commencing the submission of any such above average volumes of Requests, the Contracting Retailer and Contracting Wholesaler should agree bespoke agreements to manage the impact of Request submission in the Bilateral Hub. Any such arrangements must be recorded in writing using the template provided by the Market Operator and are anticipated to cover arrangements for submission, prioritisation and delivery of Requests to address any management of resources required by above

average volumes of Requests which either Trading Party would consider to require management. Prioritisation of Requests should take into account whether Requests are High Impacting Requests or Low Impacting Requests. The submission and delivery of High Impacting Requests must be prioritised over the submission and delivery of Low Impacting Requests, and Trading Parties must not stockpile or otherwise delay the submission and delivery of High Impacting Requests.

- 2.2.5 The Market Operator may produce guidance to assist Trading Parties in agreeing bespoke agreements and identifying Low Impacting Requests or High Impacting Requests.
- 2.2.6 Trading Parties shall work co-operatively when planning any Programmes of Work which may affect other Trading Parties, and submissions of an above average volume of Requests, with the goal of achieving appropriate prioritisation and management of Requests.
- 2.2.7 Additional general provisions, and a mechanism for managing Requests where Trading Parties cannot agree a bespoke agreement, are contained in the provisions of Section 16 of OSD 0701 (Bilateral Common Processes).
- 2.2.8 Adherence to any bespoke agreement and/or the general provisions for management of higher than average volumes of Requests may be taken into account through Additional Performance Indicators.
- 2.2.9 The Bilateral Hub shall automate notifications on behalf of Trading Parties for both HVI and LVI. When using the HVI, “.M” notifications shall be sent to all Affected Trading Parties associated with a specific Request in accordance with CSD 0601 (Bilateral Data Catalogue).
- 2.2.10 The Wholesaler may provide information to the Retailer through its own information portal where the relevant process is not available through the Bilateral Hub.
- 2.2.11 Any requirement on the Retailer or the Wholesaler to disclose information or data to the other shall not apply if such information or data constitutes sensitive personal data, as such term is defined in the Data Protection Act 2018.
- 2.2.12 Where the use of Forms is required under any process, the Retailer shall submit the information required in these Operational Terms as set out in the relevant Form

contained in Schedule 1 Part 6 (Forms and Notices). This includes when submitting any updates to the information requested in the Forms.

2.2.13 The format of the Forms contained in Schedule 1 Part 6 (Forms and Notices) of this Wholesale Contract represents the word version of the Forms. For operational reasons, the Wholesaler may also use excel versions of the Forms where the use of Forms is required under any process, so long as the items of information requested are as set out in Schedule 1 Part 6 (Forms and Notices). Additionally the Wholesaler may use other suitable formats for requesting information, including electronic formats, only requesting the information as set out in Schedule 1 Part 6 (Forms and Notices).

2.2.14 Unless these Operational Terms provide otherwise, a Request shall be considered "materially complete" if all applicable mandatory information has been completed on the Request. Each Request identifies the applicable mandatory information. In submitting or responding to any Request within the Bilateral Hub, the Requestor or Responder shall make the submission on the basis that any information provided is correct to the best of its knowledge and up to date at the time of submission.

2.2.15 Any notice, notification, Request or other written communication given under these Operational Terms shall be treated as having been received as set out below, unless otherwise expressly stated, including in any other Law or it can be shown that receipt actually occurred on a different day (and subject to adjustment for the particular cases described further below):

- (a) where the relevant notice period is expressed in terms of Business Days:
  - (i) if delivered by hand (including courier) during Delivery Hours, when so delivered; and if delivered by hand outside Delivery Hours, at the next start of Delivery Hours;
  - (ii) 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;

- (iii) if sent by first class pre-paid post, without a guaranteed delivery date, on the third Business Day after posting if posted on a Business Day, and on the fourth Business Day after posting if not posted on a Business Day; and
  - (iv) if sent by e-mail or any other electronic means during a Business Day, on that Business Day and if it is received outside of a Business Day, on the following Business Day; and
- (a) where the relevant notice period is expressed in calendar days or in hours:
- (i) if delivered by hand (including courier), when so delivered;
  - (ii) if sent by first class pre-paid, guaranteed next day delivery, post with delivery confirmation or receipt (for example special delivery), on the earlier of actual receipt and 9:00am on the Business Day after posting if posted on a Business Day, and on the earlier of actual receipt and 9:00am on the second Business Day after posting if not posted on a Business Day;
  - (iii) if sent by first class pre-paid post, without a guaranteed delivery date, on the third Business Day after posting if posted on a Business Day, and on the fourth Business Day after posting if not posted on a Business Day; and
  - (iv) if sent by e-mail or any other electronic means, when received by the recipient's receiving equipment.

2.2.16 These principles and time periods will apply to any notice, notification, Request or other written communication or document which must be given by the Wholesaler to the Retailer, or by the Retailer to the Wholesaler, or by either the Wholesaler or the Retailer to any Non-Household Customer, under these Operational Terms. However, these principles and time periods do not apply to any notice, notification, Request or other written communication or document or other data or information to be provided to the Market Operator, which will instead be determined by the Market Terms.

2.2.17 For any notice, notification, Request or other written communication or document under these Operational Terms which must be served on the Wholesaler, including

any statutory notices or other Forms, notices or notifications which require a signed declaration by the Retailer or Non-Household Customer, the notice, notification, Form or other communication or document must be provided in hard copy original format (not by e-mail or any other electronic means or format). The Wholesaler must notify the Retailer of where the Wholesaler shall accept service of those notices, notifications, Requests or other communications or documents.

2.2.18 For any notice or notification to be given by the Wholesaler to the Retailer under part D (Planned activities and affected services) or part E (Unplanned events and incidents), such notice or notification may be given by the Wholesaler making available the required information on a portal or other electronic interface to which the Retailer has access, in which case the notice or notification shall be treated as having been given by the Wholesaler, and received by the Retailer, at the time that notice or notification is made available on that portal or other electronic interface.

2.2.19 For any notice or notification to be given by the Wholesaler to a Non-Household Customer under part D (Planned activities and affected services), such notice or notification may alternatively be given by the Wholesaler by other appropriate means, which may include:

(b) direct notification by electronic means, in which case such notice or notification will be given by the Wholesaler, and received by the Non-Household Customer, at the time it is received by the Non-Household Customer's receiving equipment; or

(c) where appropriate, by publishing the required information in or on public media or otherwise making the required information publicly available, in which case such notice or notification will be given by the Wholesaler, and received by the Non-Household Customer, at the time that it is published or otherwise made publicly available by the Wholesaler.

2.2.20 Unless otherwise specified, where a notice or notification, Request or other written communication must be given in advance of an event or act, the period of time shall be calculated as beginning on the Business Day or calendar day (as applicable) before the event or act is due to occur.

2.2.21 The Wholesaler shall use reasonable endeavours to acknowledge receipt of any notice or notification, Request or other written communication or document which is given by the Retailer to the Wholesaler, under these Operational Terms.

## 2.3 Publication of Wholesaler's Network Area

2.3.1 It may not always be clear in which Area an Eligible Premises is located or from which Wholesaler's Network it is supplied. To help the Retailer identify whether a Request should be submitted to the Wholesaler (for example, a request in respect of a Gap Site), the Wholesaler shall publish a map or other appropriate information such as grid references, for example, British National Grid (metres) or polygon references, showing the boundary line in a commonly agreed GIS format, which would enable the Retailer to identify the Area served by the Wholesaler's Network. In particular, such references should identify the boundary between the Area served by the Wholesaler and that served by an adjoining Wholesaler or Wholesalers. The Wholesaler must also keep that map and references updated and make it available to all Retailers.

2.3.2 If the Wholesaler receives a Request from the Retailer in relation to an Eligible Premises which is not within its Area or not served by its Network, then it shall tell the Retailer so, explaining why and, where possible, saying which Wholesaler's Area or Network they consider is serving the Eligible Premises. The Wholesaler shall do so within five (5) Business Days of its receipt of the Retailer's Request unless an alternative timescale is set out within the relevant process.

2.3.3 If the Wholesaler considers the Eligible Premises to be within its Area or served by its Network then it shall proceed to provide the Wholesale Service as set out in the relevant process.

## 2.4 Customer relationship

2.4.1 These Operational Terms reflect the principle that the Retailer owns its relationship with its Non-Household Customers and that Water Services and/or Sewerage Services are provided to Non-Household Customers through a Retailer. The Retailer is the primary point of contact for its Non-Household Customers except in cases of Wholesaler planned activities and unplanned events or incidents.



- 2.4.2 These Operational Terms also recognise that the Wholesaler retains various statutory and other obligations that may require it to engage directly with Non-Household Customers from time to time.
- 2.4.3 Trading Parties shall inform their customers that in raising a Request, information may be shared with any Affected Trading Parties as necessary during the completion of this Request and that any Affected Trading Parties may contact their customers to process the Request.
- 2.4.4 The arrangements for the Retailer notifying the Wholesaler, and for the Wholesaler notifying the Retailer, of any unplanned change in Water Services and/or Sewerage Services are set out in part E (Unplanned events and incidents), as are the arrangements for providing customers, including Non-Household Customers, with information about those unplanned changes.
- 2.4.5 The arrangements for the Wholesaler notifying the Retailer and its Non-Household Customers about planned activities which may affect Water Services and/or Sewerage Services are set out in part D (Planned activities and affected services) of these Operational Terms.
- 2.4.6 Nothing in these Operational Terms requires the Wholesaler to exclude Non-Household Customers from any general awareness campaigns (for example, media campaigns).
- 2.4.7 Nothing in these Operational Terms shall prevent the Wholesaler from exercising statutory powers of investigation or enforcement (including serving statutory notices) or accepting service of any statutory notice directly from any Non-Household Customer.
- 2.4.8 The various processes in these Operational Terms have been designed to support clear and effective communications with Non-Household Customers. Each process that may require the Wholesaler to engage directly with a Non-Household Customer sets out particular steps that the Wholesaler and the Retailer shall take to enable that contact.
- 2.4.9 The Business Terms provide for adherence to the Guaranteed Service Standards and payments resulting from a failure to meet them.

## 2.5 Service Level Agreements and out-of-hours services

2.5.1 These Operational Terms set out SLAs within which the Wholesaler and the Retailer shall be required to complete relevant process steps.

2.5.2 These SLAs represent the minimum levels of service and, where possible, the Wholesaler and the Retailer should each seek to improve on these SLAs for the benefit of Non-Household Customers. Where the relevant process is available via the Bilateral Hub, any stated SLA shall not apply for the period of the Deferral to either the Wholesaler or the Retailer once the Wholesaler has opted to defer a Request in accordance with OSD 0701 (Bilateral Common Processes). The reasons to defer a Request within the Bilateral Hub include:

- (a) The Non-Household Customer is unavailable in the period of the SLA.
- (b) The Retailer is unavailable in the period of the SLA.
- (c) Third party involvement applies (for example, awaiting completion of enabling works).
- (d) Third party/agency consents are required (for example, with regard to private land access, highway authority notices, or Environment Agency liaison over trade effluent consents).
- (e) Other regulatory constraints are required (for example, with regard to water quality activity including water quality sampling, or contraventions of the Water Supply (Water Fittings) Regulations 1999).
- (f) Extreme weather applies (for example, with regard to where snow, flooding or drought has impacted infrastructure and/or operations).
- (g) A Force Majeure Event applies.
- (h) Further information is required from the Retailer to proceed.

2.5.3 Where the relevant process is not available via the Bilateral Hub, any stated SLA shall not apply for the period of the Deferral to either the Wholesaler or the Retailer where:

- (a) at the request of a Non-Household Customer, they have agreed a different timescale for an action to be completed. This may apply, for example, in the case of metering work, where the Retailer's Non-Household Customer wishes another date for the work to be arranged. In this case the Wholesaler or Retailer must meet the alternative agreed date or timescale; or
- (b) where the Wholesaler has not received a necessary third party consent to allow it to complete the work, provided it has sought any such consent expeditiously. In this case the Wholesaler must complete the work as soon as practicable after receiving the consent.

2.5.4 In recording its performance in such cases where the relevant process is not available via the Bilateral Hub the Wholesaler shall identify the reason for the delay compared to the requirements set out in these processes.

2.5.5 On occasion it may not be possible for the Wholesaler or Retailer to meet the stated timescale due to extreme weather and, in such cases where the relevant process is not available via the Bilateral Hub, the reason for the delay should also be appropriately recorded.

2.5.6 The principle requirements for SLAs are as follows:

- (a) Each SLA shall have a defined Start Trigger which when reached shall start the timer for that specific SLA.
- (b) Each SLA shall have a defined End Trigger (or list of End Triggers) which when reached shall end the timer for that specific SLA.
- (c) SLAs are defined and counted in Business Days unless there is a specific reason why calendar days have to be cited.
- (d) SLAs shall be paused in the event of a Deferral.
- (e) SLAs may be prematurely stopped in the event of a Request being rejected.
- (f) Resubmission of a Request shall trigger a new SLA (where appropriate).

2.5.7 If, by virtue of an action carried out by a Trading Party, a Start Trigger would fall during a Business Day (between 08:00 and 18:00), that day shall be counted as day zero and

the immediately following Business Day shall be counted as day 1 for the purpose of the SLA. If, by virtue of an action carried out by a Trading Party, a Start Trigger would fall outside of a Business Day (after 18:00 and before 08:00), the immediately following Business Day shall be counted as day zero for the purpose of the SLA.

2.5.8 If an End Trigger (or list of End Triggers) falls during a Business Day (between 08:00 and 18:00), that day shall be counted as the final day for the purpose of the SLA. If an End Trigger (or list of End Triggers) falls outside of a Business Day (after 18:00 and before 08:00), the next Business Day should be counted as the final day for the purpose of the SLA.

2.5.9 Throughout these Operational Terms, it is assumed that work shall be carried out during the Business Day. However the Wholesaler may offer an out-of-hours service to allow work to be carried out in the evening or over a weekend and, if included within its Wholesale Tariff Document, may charge an additional Wholesale Charge for that service.

## **2.6 Non-Household Customer Transfers whilst there is an Outstanding Service Request (including on exit)**

2.6.1 A Non-Household Customer may Transfer between Retailers where there is an Outstanding Service Request between the Outgoing Retailer and the Wholesaler (e.g. application for a meter to be exchanged or a modification of a Trade Effluent Consent).

2.6.2 Any Outstanding Service Request that was raised through the Bilateral Hub prior to a Transfer carried out under CSD 0102 (Registration: Transfers), CSD 0003 (Volume Transfer and Volume Data Update), or CSD 0004 (Interim Supply Process) shall be Transferred through the Bilateral Hub with effect from the date stipulated in the applicable CSD, with notifications being sent to the relevant Trading Parties also in accordance with the individual processes set out in the applicable CSD.

2.6.3 Following the Transfer, the Incoming Retailer shall be able to view and access the ORID Data in respect of any Outstanding Service Request relating to the Transferred Supply Point. The Incoming Retailer shall also be able to view a list of all Requests relating to the Transferred Supply Point that has been closed or cancelled within the preceding twelve (12) Months, but the accessible ORID Data shall be limited beyond

sight of the ORID (D8221), the SPID (D2001), the Request process type, Request Status (D8223) and the date the Request was raised.

- 2.6.4 Following the Transfer, the Outgoing Retailer shall only be able to view and access the ORID Data in respect of any Request relating to the Transferred Supply Point that has been closed or cancelled prior to the Transfer.
- 2.6.5 Following the Transfer, the Wholesaler and the Incoming Retailer shall continue with the relevant process unless the relevant process involves outstanding payment which is required from the Outgoing Retailer, in which case the Request may be cancelled by the Wholesaler (if the Request was initiated by the Wholesaler) or the Incoming Retailer (if the Request was initiated by the Outgoing Retailer).
- 2.6.6 In all other circumstances where the Outstanding Service Request does not relate to a Request raised within the Bilateral Hub, the following paragraphs 2.6.7 to 2.6.9 shall apply as appropriate.
- 2.6.7 If the Wholesaler is informed by the Market Operator that the Retailer has submitted a Transfer Registration Application or indicated an Erroneous Transfer (i.e. where the Retailer is an Incoming Retailer), the Wholesaler shall inform the Retailer of any Outstanding Service Requests in respect of the Supply Point(s) which is the subject of the Transfer Registration Application or the rectification of an Erroneous Transfer as well as the step reached in such processes. The Wholesaler and the Incoming Retailer shall continue with the relevant process unless the relevant process involves outstanding payment which is required from the Outgoing Retailer, in which case the Outstanding Service Request may be cancelled. Where the Retailer is an Outgoing Retailer, the Wholesaler shall also notify both it and the Incoming Retailer of the outcome of any Outstanding Service Requests on their completion.
- 2.6.8 If a Transferor chooses to exercise its right to exit pursuant to the Exit Regulations, the Transferor shall inform the Transferee of any Outstanding Service Request(s) in respect of the Affected Supply Point(s) as well as the step(s) reached in dealing with such Outstanding Service Request(s) and the Transferor and the Transferee shall continue with the relevant process under these Operational Terms as if the Retailer had been Registered to the relevant Supply Point(s) from the commencement of that process.

2.6.9 In the case of an exit the Transferor shall, in particular, inform the Transferee of any complaints made by any Non-Household Customer(s) which have been referred to the Transferor under process F5, or otherwise, which remain outstanding at the Exit Date, and the step(s) reached in that process. In addition, the Transferor in its capacity as the Undertaker shall also inform the Transferee of any complaints made to it by any Non-Household Customer(s), which are outstanding at the Exit Date. The Transferee shall be responsible for dealing with those complaints, with effect from the Exit Date, as if anything done by or in relation to the Transferor in connection with those complaints prior to that date had been done by or in relation to the Transferee. The Wholesaler shall continue any dialogue / activity agreed with the Transferee as if they were the Transferor immediately before the transfer.

### **3. Use of Accredited Entities to undertake activities**

#### **3.1 Accreditation schemes**

3.1.1 Wholesalers may operate a number of accreditation schemes which authorise qualified entities to perform certain activities in relation to the Wholesaler's Network, such as the schemes currently in operation. Many of these schemes have no impact on the Competitive Market.

3.1.2 There are, however, some schemes which allow Accredited Entities to undertake work referenced in these processes as an alternative to the Wholesaler undertaking the work. For example, the Water Industry Registration Scheme (WIRS) administered by Lloyd's Register allowing WIRS Providers (or equivalent) to undertake defined activities, or any other arrangements the Wholesaler may establish with other appropriate parties.

3.1.3 The processes in these Operational Terms set out the operational steps and timescales which would apply in cases where the Wholesaler has established such accreditation arrangements. The obligations which shall apply to the Retailer when it wishes to use an Accredited Entity are set out below and in the Business Terms.

3.1.4 The provision for accreditation arrangements in these Operational Terms does not require the Wholesaler to establish or subscribe to such accreditation schemes. The processes and obligations in respect of Accredited Entities shall only apply where the

Wholesaler has subscribed to or established an accreditation scheme covering those activities.

## 3.2 Wholesaler Information about Accreditation Schemes

- 3.2.1 To the extent the Wholesaler operates any accreditation scheme, the Wholesaler shall set out the detail of how such entities become accredited and how the scheme shall operate. The accreditation scheme itself shall contain all the relevant information relating to the scope of the work that Accredited Entities are authorised to undertake, including, for example, responsibilities, relevant standards, materials and training. The Wholesaler's accreditation arrangements may also include, for example, any bi-lateral contract or arrangement between the Wholesaler and the Accredited Entity, which may be used to set out details of their respective duties, liabilities, indemnities and dispute resolution procedures.
- 3.2.2 To the extent that the Wholesaler is operating an accreditation scheme to allow any of the activities set out in these Operational Terms to be undertaken by Accredited Entities, if there are documents and accreditation documentation which it has generated and which are not in the public domain, the Wholesaler shall ensure that an up-to-date copy is made available to the Retailer or references are provided such that the Retailer may obtain copyright material directly from the publisher.
- 3.2.3 Additionally, the Wholesaler shall notify the Retailer in writing when there is a change in its accreditation scheme requirements.

## 3.3 Using an Accredited Entity

- 3.3.1 These Operational Terms set out the processes which the Wholesaler and the Retailer shall follow where all the necessary arrangements are in place and the Retailer chooses to use an Accredited Entity rather than the Wholesaler to perform certain activities.
- 3.3.2 Under these Operational Terms, when the Retailer instructs an Accredited Entity, the Retailer is required to:
- (a) ensure that it instructs Accredited Entities to undertake activities only in respect of Supply Points to which it is Registered under the Market Terms;

- (b) ensure that it uses only entities accredited for the relevant works or associated works and to do nothing which would cause the Accredited Entity to breach the requirements of the accreditation scheme, including but not limited to all regulatory and procedural requirements regarding advance notification to, and public communication with, premises whose supply may be affected, and to operate in a manner which is not injurious to the health and safety of any persons impacted by their works;
- (c) provide any advance notice of Accredited Entity work affecting the Wholesaler's Network set out in these Operational Terms;
- (d) ensure that all instructions to the Accredited Entity (in particular Non-Household Customer addresses) are accurate in all material aspects and ensure that any conditions or stipulations applied by the Wholesaler in relation to the activity are forwarded in full and unaltered to the Accredited Entity;
- (e) other than where performing a Disconnection for non-payment by the Non-Household Customer, ensure that it obtains the authority, agreement and consent of any owner or occupier of any Eligible Premises in relation to the carrying out of all relevant works or associated works;
- (f) if requested by the Wholesaler, ensure that it provides the Wholesaler with a quarterly forecast containing a reasonable estimate of the nature and extent of the work it intends to request the Wholesaler to provide during the course of each financial year and a reasonable estimate of the work it intends to instruct an Accredited Entity to do and, if so requested, discuss the same with the Wholesaler. Forecasts are to be received by the Wholesaler quarterly, on a cycle to be agreed between the Wholesaler and the Retailer. The provision or non-provision of any forecast shall not relieve the Wholesaler from any obligation to provide Wholesale Services under the Wholesale Contract;
- (g) provide the Wholesaler with all the data it requires to meet its obligations under the Market Terms and these Operational Terms in relation to the carrying out of such activities, notwithstanding any obligation placed directly on the Retailer to provide data under these documents;



- (h) not to act, or purport to act, as an agent of the Wholesaler or to bind the Wholesaler in any way in its dealings with the Accredited Entity, the relevant Non-Household Customer or other persons;
- (i) where the associated works have been undertaken within a Non-Household Customer's premises, liaise with the Non-Household Customer and the Accredited Entity as necessary, to enable the Wholesaler and/or the body responsible for the management of the accreditation scheme to gain access to the works for the purposes of carrying out investigations or as part of an accreditation assessment;
- (j) instruct the Accredited Entity to carry out corrective work at an Eligible Premises upon the Wholesaler's written notification, where incorrect work has been undertaken which has been caused by the Retailer issuing inaccurate or incorrect instructions to the Accredited Entity;
- (k) suspend all instructions to the Accredited Entity where: the Accredited Entity is not carrying out the work in accordance with accreditation requirements; or the Wholesaler gives notification in writing that the associated Network is suffering from an unplanned interruption; or the Wholesaler believes the work is creating, or is likely to create, a significant public health risk, risk to water quality or a significant risk of damage or failure to the Network; and
- (l) provide information to the Drinking Water Inspectorate, Wholesalers acting in a regulatory capacity under relevant statutory provisions or other Relevant Authority where requested.

## **4. Wholesale Charges, requesting Wholesale services, and service of statutory notices**

### **4.1 Wholesale Tariff Document and non-standard Wholesale Charges**

4.1.1 Should the Wholesaler wish to charge the Retailer, or make any payment to it, in respect of any of the Wholesale Services it provides under these Operational Terms, then such Non-Primary Charges or payments must be set out within its Wholesale Tariff Document, consistent with the Business Terms. This includes the basis on which the Wholesaler shall charge for any non-standard work.

4.1.2 The Wholesaler's Wholesale Tariff Document shall contain details of:

- (a) any incentive or contribution payment schemes which it chooses to operate;
- (b) any payments which it will make in connection with work performed by Accredited Entities; and/or
- (c) any charges or payments for particular models of meter which it supports.

4.1.3 The processes in these Operational Terms may also lead to allowances and adjustments being made to Primary Charges. As set out in the Business Terms, the Wholesale Tariff Document shall also contain details of any such allowances or adjustments. This shall include, for example, any policy which the Wholesaler has on the frequency with which its operational parameters are updated in respect of a change in strength of Trade Effluent discharged into its Network. The Market Terms and Code Subsidiary Documents set out how Primary Charges, including any allowance or adjustment, will be calculated and settled through the Central Systems.

4.1.4 If there is a non-standard charge for any Wholesale Service, the Retailer must confirm its acceptance of any quotation that the Wholesaler has provided before it is required to pay that non-standard Wholesale Charge and before the Wholesaler is required to provide the non-standard Wholesale Service.

### **4.2 Requesting Wholesale Services**

4.2.1 Wherever required by a process the Retailer must use the Bilateral Hub, or where not available the relevant Form from Schedule 1 Part 6 (Forms and Notices) of this

Wholesale Contract, to ask the Wholesaler to perform one of the Wholesale Services set out within these Operational Terms.

- 4.2.2 By submitting that Request, the Retailer accepts that it shall pay the Wholesaler any standard charge for that Wholesale Service which is set out within the Wholesale Tariff Document. The Wholesaler may, therefore, proceed to perform the Wholesale Service without delay, for example installing a meter on its initial site visit.

### 4.3 Statutory notices

- 4.3.1 If a Non-Household Customer serves or otherwise properly provides the Wholesaler with a notice under the Water Industry Act 1991, or other statute, which results in the Wholesaler providing the equivalent of a Wholesale Service directly to that Non-Household Customer (for example, approving an application for a Trade Effluent Consent under section 119 or a connection notice under section 45 of the Water Industry Act 1991), and the Retailer is Registered to the relevant Supply Point in respect of that Non-Household Customer's Eligible Premises, the Wholesaler shall notify the Retailer that it has received the notice within **two (2)** Business Days of its receipt.
- 4.3.2 The Retailer shall be liable to the Wholesaler for any applicable Primary Charges or Non-Primary Charges set out within or in accordance with the Wholesale Tariff Document. In such cases the Wholesaler agrees that it shall not also seek to impose any equivalent charge directly on the Non-Household Customer.
- 4.3.3 Any payment to be made for any failure by the Wholesaler to comply with a Guaranteed Service Standard, and any payments to be made by the Wholesaler in respect of any Drought Order, are addressed in section 2.4 (Service Standards) of the Business Terms.

## 5. List of Operational Subsidiary Documents

|   |
|---|
| OSD 0701: Bilateral Common Processes  |
| OSD 0703: Bilateral Processes for Part B - Metering   |
| OSD 0704: Bilateral Processes for Part C – Confirmation and verification of supply arrangements |
| OSD 0707: Bilateral Processes for Part F – Monitoring, investigations, complaints and enquiries |
| OSD 0708: Bilateral Processes for Part G – Trade Effluent                                       |

# Part A: New connections

## A. General introduction and application of this part A to new connections activity

A range of different activities are involved in the provision of developer services leading to the making of new water and sewerage connections.

This part A (New connections) applies only to the making of new connections to Eligible Premises that the Retailer will be supplying with water and/or sewerage services once the connection has been made. A Non-Household Customer may appoint the Retailer to provide the Water Services and/or Sewerage Services only upon the connection being made. In this case the Retailer will need to be appointed upon the connection being made, so that the Market Operator can Register the Supply Point to that Retailer. The Wholesaler and Retailer shall follow Process A6 to ensure that the Retailer is Registered to the newly connected Supply Point in accordance with the Market Terms.

The process within this part A (New connections) is:

| Number | Process  |
|--------|--|
| A6     | Application to be Registered as the Retailer to a newly connected Supply Point where it has agreed to supply water and/or sewerage services after the connection has been made and so should be Registered to the new Supply Point |

The Wholesaler and Retailer shall follow Process A6 for any new connection to the Eligible Premises of the Retailer's Non-Household Customer. This will include new connections to both new and existing Eligible Premises, at either greenfield sites or brownfield sites. At the end of the process the Wholesaler will either request new Water Services and/or Sewerage Services SPID(s) from the Market Operator or update the information held about an existing Supply Point to show, for example, any new meter which has been installed.

The Wholesaler and Retailer shall also apply Process A6 in respect of a new connection for Building Water in the same way as for any other connection. This will include Building Water for the construction of premises which will ultimately become either Eligible Premises or other premises, including Household Premises, or a combination of both. In any event, any New Supply Point having Building Water will be Registered in accordance with the Market Terms.

## B. Pairing of connections requiring New Supply Points and notifications between the Wholesaler and Market Operator

Before a new water connection is made to an Eligible Premises which is not currently Registered as having a corresponding Water Services Supply Point (or a new sewerage connection is made with no corresponding Sewerage Services Supply Point), the Wholesaler

shall issue a request to the Market Operator for the Registration of a New Supply Point, as set out in this part A (New connections) and in accordance with the Market Terms. This will include providing the information necessary to support pairing of the Water Services Supply Point and Sewerage Services Supply Point in respect of an Eligible Premises.

### **C. Use of this part A for the making of a new connection and for Registration with the Market Operator**

The Wholesaler must inform the Market Operator of every new connection made. Where this requires a New Supply Point, it must inform the Market Operator of any Retailer selected by the Non-Household Customer, which is to be Registered to that New Supply Point.

If the Retailer's Non-Household Customer intends for the Retailer to provide only the Water Retail Services and/or Sewerage Retail Services once the connection has been made, then the Retailer and the Wholesaler shall follow Process A6.

### **Process A6 – Application to be Registered as the Retailer to a newly connected Supply Point**

#### **Purpose and scope of Process A6:**

A Non-Household Customer may appoint the Retailer to provide the Water Retail Services and/or Sewerage Retail Services only upon the connection being made. In this case the Retailer will need to be appointed upon the connection being made, so that the Market Operator can Register the Supply Point to that Retailer. The Retailer and the Wholesaler shall follow this Process A6 to ensure that the Retailer is Registered to the newly connected Supply Point in accordance with the Market Terms.

This process does not apply where there is an existing Supply Point Registered for the relevant Service Component, in which case the additional connection will be Registered to the existing Supply Point in accordance with the Market Terms.

If the Wholesaler has chosen to exercise its right to exit pursuant to the Exit Regulations and:

- is aware that a new connection to a new Eligible Premises is being made to its Network; but
- it has not been informed of which Retailer is to be Registered to that Supply Point,

it shall write to the Non-Household Customer and the Retailer shall follow this Process A6 if it is subsequently selected by the Non-Household Customer.

The Retailer shall also follow this process in respect of:

- other new connections to new Eligible Premises where it has agreed with the Non-Household Customer that it is to be Registered; and
- new connections to Eligible Premises to which it is already Registered.

The relevant Form to use for this process is Form A/05 (Application to be registered as a Retailer to a newly connected supply point).

## Process:

### Step 1

At least **eight (8)** Business Days before the expected date of the new connection, the Retailer shall submit Form A/05 to the Wholesaler indicating that the Retailer should be Registered with the Market Operator in respect of the New Supply Point, in accordance with the Market Terms.

Amongst other things, that Form A/05 shall include the Wholesaler's previous reference number(s) for the new connection.

### Step 2

The Wholesaler may raise any queries with the Retailer in respect of the Form A/05, to which the Retailer shall respond expeditiously.

If necessary, the Wholesaler may reject the Form A/05 and shall provide its reasons for doing so. If the Wholesaler rejects the Form A/05, this process shall end.

### Step 3

In respect of new connections to new Eligible Premises, the Wholesaler shall issue a request for a new SPID related to the proposed new connection, to the Market Operator no less than **three (3)** Business Days ahead of the expected date of connection in accordance with the Market Terms.

### Step 4

In respect of both new connections to new Eligible Premises and new connections to existing Eligible Premises, the Wholesaler shall notify the Market Operator within **five (5)** Business Days of the connection having been made, in accordance with the Market Terms.

# Part B: Metering

## A. General introduction

Part B (Metering) sets out the processes which the Wholesaler and the Retailer shall follow in relation to installation, accuracy testing, fault and repair, and change of meters owned by the Wholesaler, and Retailer requests for Meter Reads for Non-Market Meters in certain circumstances. In applying the processes under this part B (Metering), references to “meter” may be construed to include any related Wholesaler owned meter and meter chamber assets where applicable.

This part B (Metering) also includes processes which the Wholesaler and the Retailer shall follow in relation to Private Meters which are not owned by the Wholesaler and which are necessary for the calculation of Primary Charges for Trade Effluent Services, or for Trade Effluent Services and Foul Sewerage Services and in relation to Cross Border Meters which are necessary for the calculation of Primary Charges for Sewerage Services.

Processes B1 to B10 apply only in relation to meters provided by the Wholesaler. Process B11 applies only in relation to Non-Market Meters which are in a Meter Network at a Supply Point. Processes B12 to B14 apply only in relation to Private Meters which are not owned by the Wholesaler but which are necessary for the calculation of Primary Charges for Trade Effluent Services, or for Trade Effluent Services and Foul Sewerage Services. Processes B15 to B17 apply only in relation to Cross Border Meters which are necessary for the calculation of Primary Charges for Sewerage Services.

## B. Meters available

The Wholesaler shall publish a list of the models of meters it provides, including their technical characteristics and keep that list up-to-date. The Wholesaler shall seek views of the Retailer from time to time but at least once each year when creating or updating that list in accordance with the Business Terms. The Retailer may ask the Wholesaler to supply particular functionality in its meters and the Wholesaler shall consider such requests in compiling its list of meters.

In compiling its list of meters, the Wholesaler is urged to give consideration to having on its list meters which are compatible with the fitting of data logging devices (or similar devices for data capture and transmission) for the supply in question (unless the Wholesaler supplies meters with integrated data logging capabilities). The provisions dealing with the installation of external logging (or similar) devices on meters and the provisions for sharing of information from logging (or similar) devices, whether externally fitted or integral to the meter, are set out in the Business Terms.

The Retailer may choose from the Wholesaler’s list of meters when it requests the installation or replacement of a meter to the extent their choice is suitable for the supply in question.

Where the Wholesaler initiates an installation or replacement of a meter, it shall confer with the Retailer with regard to its proposals for the meter or meters to be installed. The Retailer shall indicate the model of meter it proposes to be installed on Form B/01 or Form B/02 (as applicable).



## **C. Metering timescales**

Metering work shall be carried out within the timescales in the processes set out below other than where one of the circumstances listed under heading E (Timescales, out-of-hours services and performance monitoring) of the Introductory part of these Operational Terms applies. For example, where an alternative date is agreed between the Retailer and the Wholesaler following a Non-Household Customer request, the Wholesaler and/or Retailer shall carry out their respective steps in order to meet that alternative date.

The Wholesaler shall follow the applicable processes set out in part D (Planned activities and affected services) to ensure that the Retailer and any other Retailer whose Non-Household Customer may be affected by the metering work is aware of when the work shall take place and can inform its Non-Household Customers.

## **D. Data loggers (or similar devices for data capture and transmission) fitted on meters**

Where any data logger (or similar device for data capture and transmission) is attached to a meter on which metering work is to be carried out by the Wholesaler and the data logger (or similar device) has not been installed by the Wholesaler, the Retailer shall make reasonable endeavours to arrange with its Non-Household Customer or other owner of such equipment to ensure that it is removed in advance of the Wholesaler carrying out the metering work.

If it is not removed in advance of the Wholesaler visiting the Eligible Premises to perform the work, the Wholesaler may remove it in accordance with its policy in relation to the fitting of data loggers (or similar devices) on its meters, in place from time to time.

On completion of the work the Wholesaler shall use reasonable endeavours to re-install the data logger (or similar device) to the repaired or replacement meter (provided the meter installed is compatible with the use of that data logger or similar device).

## **E. Use of Accredited Entities to undertake Metering Activity**

Where an Accredited Entity is to undertake Metering Activity, it shall comply with any requirements of the accreditation arrangements as they relate to metering equipment.

Where a meter is removed under any of these processes, any replacement meter must be installed on the same day and, unless otherwise specified, be of the same physical size and in the same location as the removed meter.

Where the Retailer wishes to use an Accredited Entity to undertake Metering Activities, the Accredited Entity must have entered into an agreement for undertaking such activities with the Wholesaler. All Metering Activity must be carried out in accordance with any approval issued by the Wholesaler, including all applicable standards and procedures as set out in its accreditation scheme. This may include arrangements for removal of any data logging equipment.

## F. Standard and non-standard metering work

Throughout these processes, references to 'standard' metering work includes that work which is charged by reference to a specified standard price within the Wholesale Tariff Document. References to 'non-standard' metering work includes metering work for which the Wholesaler's Wholesale Tariff Document sets out a price point other than the standard price or it provides for a quotation for the work to be done. If the metering work is non-standard, the Retailer must confirm acceptance of any quotation or non-standard charge before it is required to pay that non-standard Wholesale Charge.

## G. Overview of metering processes

Table 1: Overview of metering processes

| Number | Process   |
|--------|---|
| B1     | Installation of a meter performed by the Wholesaler   |
| B2     | Installation of a meter performed by an Accredited Entity   |
| B3     | Meter accuracy test performed by the Wholesaler   |
| B4     | Meter accuracy test performed by an Accredited Entity   |
| B5     | Repair or replacement of a faulty meter performed by the Wholesaler   |
| B6     | Repair or replacement of a faulty meter performed by an Accredited Entity   |
| B7     | Retailer requested change to size, model or location of meter performed by the Wholesaler (other than a replacement following a fault)                                  |
| B8     | Retailer requested change to size or location of meter performed by an Accredited Entity (other than a replacement following a fault)                                   |
| B9     | Retailer requested change of model of meter performed by an Accredited Entity (other than a replacement following a fault)  |
| B10    | Wholesaler requested installation of a meter or change to the size, model or location of meter performed by the Wholesaler (other than a replacement following a fault) |
| B11    | Retailer request for Wholesaler to carry out a Meter Read for a Non-Market Meter relating to a Transfer or allocation of a Supply Point                                 |
| B12    | Installing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services               |

|     |   |
|-----|---|
| B13 | Testing, repairing and replacing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services |
| B14 | Exchanging Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services                       |
| B15 | Installing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services   |
| B16 | Testing, repairing and replacing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services   |
| B17 | Exchanging Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services   |

## H. Installing a meter

### Purpose and scope of Processes B1 and B2:

The installation of a meter at or in respect of an Eligible Premises is the responsibility of the Wholesaler, as is the sizing and location of the meter. These processes set out the operational arrangements which apply where either:

- the Retailer initiates the request and the Retailer requests the Wholesaler to carry out the meter installation work (Process B1); or
- the Retailer initiates the request and wishes to carry out the meter installation work using an Accredited Entity (Process B2).

These processes apply to the installation of meters at Eligible Premises where no meter is currently installed, including:

- where the Water and/or Sewerage Services received are currently Unmeasured or Assessed, including following an Assessment Request under Process H3; or
- following agreement of a Contribution Offer under Process H2.

These processes do not apply to meters which are installed in relation to new connections or Gap Sites, which are dealt with under Processes C2 and C3 in part C (Confirmation and verification of supply arrangements).

These processes do not apply where the Wholesaler initiates the meter installation work, either on a case by case basis or as part of a meter installation or meter renewal programme. For Wholesaler initiated meter installations, Process B10 applies.

## Process B1 – Installation of a meter performed by the Wholesaler

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the B1 process steps set out in OSD 0703 (Bilateral Processes for Part B: Metering).

## Process B2 – Installation of a meter performed by an Accredited Entity

(Equivalent to Scottish Operational Code Process 8B)

The relevant Form to use for this process is Form B/02 (Metering activity carried out by an Accredited Entity).

### Process:

#### Step 1

If the Wholesaler's accreditation scheme requires advance notice of any Metering Activity to be carried out under this process, the Retailer shall provide the Wholesaler with at least **five (5)** Business Days' advance notice of the scheduled meter installation date by submitting a Form B/02. In that Form it will indicate whether it considers the installation to be standard or non-standard (by reference to the Wholesale Tariff Document) and include details of any Contribution Offer it has previously agreed with the Wholesaler in respect of that installation under Process H2.

Otherwise, the Retailer shall notify the Wholesaler of any Metering Activity undertaken by an Accredited Entity within **five (5)** Business Days of the date on which the work was completed by submitting a Form B/02 as set out at Step 6.

#### Step 2

Within **five (5)** Business Days of its receipt of any materially complete Form B/02 from the Retailer under Step 1, the Wholesaler may:

- decline the Retailer's notice, providing an explanation of why it has been declined (for example, because it considers the installation to be impractical) in which case this process will end; or
- if required by the Wholesaler's accreditation scheme, confirm that the meter installation can proceed subject to any stipulations on the works and provide details of such stipulations; or
- postpone the work pending further discussion with the Retailer, providing reasonable justification for the postponement (for example, that the installation may affect supplies to other customers and appropriate notice will need to be given or because the Wholesaler must conduct further investigations or verifications in order to confirm any payment it would make towards the costs of the Metering Activity), and requesting additional information from the Retailer where appropriate; or

- where the installation is non-standard, provide a quotation for the Wholesale Charges for performing the installation itself. The quotation will be valid for **three (3)** Months.

If the Wholesaler's accreditation scheme does not require that the Wholesaler must confirm that the meter installation can proceed and the Wholesaler has not advised the Retailer that it will decline the notification or of any stipulations or postponement of the work within the **five (5)** Business Day period, the meter installation may proceed as proposed in the notification.

If the Wholesaler's accreditation scheme requires confirmation from the Wholesaler before any work can proceed, the Retailer must not proceed with the meter installation without the confirmation.

Where there is a material change in a submitted application, the Retailer must arrange for an updated Form B/02 to be re-submitted and this Process B2 shall be repeated from Step 1 above. A material change will typically include any change to the physical design specification for the installation, such as a change to the proposed size or location of the meter. Where the Retailer is unsure if the change is material, it should contact the Wholesaler.

### Step 3

If the Wholesaler has postponed the work under Step 2 in order to conduct further investigations or verifications, it shall conduct any site visit required and provide any further confirmation or information within a further **three (3)** Business Days (i.e. **eight (8)** Business Days from the date of its receipt of the Retailer's notice under Step 1).

If the Wholesaler has postponed the work pending further discussion with the Retailer, following conclusion of those discussions and agreement of the approach to carrying out the work, the Retailer shall re-submit Form B/02 (if required by the Wholesaler) and the parties will proceed to Step 4. If the parties are not in agreement on the approach, the Wholesaler may at any time instead select any of the other options for Step 2 above.

### Step 4

The Retailer may either:

- proceed to Step 5; or
- accept any quotation for an installation by the Wholesaler, in which case the Wholesaler will install the meter within **twenty-two (22)** Business Days of its receipt of the Retailer's acceptance of the quotation and notify the Market Operator in accordance with the Market Terms within **five (5)** Business Days of the date on which the meter was installed at which point this process will end.

### Step 5

Once the meter installation can proceed, the Retailer will arrange the installation of the meter using an Accredited Entity, provided that:

- the meter must only be installed following the expiry of any minimum **five (5)** Business Days advance notice that the Retailer provided under Step 1, or such other period as is agreed between the Wholesaler and the Retailer, for example where the work was postponed under Step 2; and

- the meter must be installed subject to any stipulations imposed by the Wholesaler and having given notice of where the meter shall be located if required.

### Step 6

Within **five (5)** Business Days of the date of the meter installation the Retailer shall, by submitting a Form B/02 (or an updated Form B/02 where advance notice was given) to the Wholesaler, provide details of the meter installation including the meter serial number, meter location, Initial Read and supporting photographic evidence. The photographic evidence must include the Initial Read and the meter serial number. The details will include information to support activities for which it is claiming a payment or Contribution Offer from the Wholesaler.

### Step 7

Within **three (3)** Business Days of its receipt of the details of the meter installation from the Retailer under Step 6, the Wholesaler will notify the Market Operator, in accordance with the Market Terms.

## Meter accuracy

### Purpose and scope of Processes B3 and B4:

Testing the accuracy of an installed meter is the Wholesaler's responsibility. These processes set out the operational arrangements which apply where the Wholesaler is a Water Wholesaler and either:

- the Wholesaler is to arrange for a meter accuracy test to be performed where either:
  - it wishes the meter accuracy test to be performed; or
  - it has received a request from the Retailer, any Other Retailer or any Other Wholesaler; or
  - it has been asked to do so by an arbitration tribunal or Disputes Committee (Process B3); or
  - the Retailer is a Water Retailer and wishes a meter accuracy test to be performed by an Accredited Entity (Process B4).

Where the meter is tested it will normally be removed and replaced with a new meter to allow the testing to take place. There may be cases where the test can be carried out in situ and in those cases, such as where a configuration leading to an inaccurate reading is confirmed, the Wholesaler shall take such steps to rectify the situation as is needed, such that the meter shall be able to make an accurate record of the consumption of water. However, in all other cases, where the meter is removed to be tested, a replacement meter must be installed on the same day that the meter to be tested is removed and will normally be the same physical size and location as the removed meter. There may be cases where the meter is incorrectly sized, leading to an incorrect reading, in which case any request by the Retailer for a replacement meter will be dealt with in accordance with Process B7 or B8.

Wherever a meter accuracy test conducted under these processes shows that a meter has been recording inaccurately, the Wholesaler shall notify the Market Operator of any Volumetric Adjustment in accordance with the Market Terms.

## Process B3 – Meter accuracy test performed by the Wholesaler

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the B3 process steps set out in OSD 0703 (Bilateral Processes for Part B: Metering).

## Process B4 – Meter accuracy test performed by an Accredited Entity

(Equivalent to Scottish Operational Code Process 9B)

The relevant Form to use for this process is Form B/02 (Metering activity carried out by an Accredited Entity).

### Process:

#### Step 1

If the Wholesaler's accreditation scheme requires advance notice of any Metering Activity to be carried out under this process, the Retailer shall provide the Wholesaler with at least **five (5)** Business Days' advance notice of the scheduled date of the meter accuracy test, by submitting a Form B/02.

Otherwise the Retailer shall notify the Wholesaler of any Metering Activity undertaken by an Accredited Entity within **five (5)** Business Days of the date on which the work was completed by submitting a Form B/02 as set out at Step 4.

#### Step 2

Within **five (5)** Business Days of its receipt of any materially complete Form B/02 from the Retailer under Step 1, the Wholesaler may:

- decline the Retailer's notice, providing an explanation of why it has been declined (for example, that the Wholesaler is already due to carry out a meter accuracy test in respect of the same meter) in which case this process will end; or
- if required by the Wholesaler's accreditation scheme, confirm that the meter accuracy test can proceed subject to any stipulations on the works and provide details of such stipulations; or
- postpone the work pending further discussion with the Retailer, providing reasonable justification for the postponement (for example, that testing the meter shall interrupt the supply of Water Services to other customers and appropriate notice shall need to be given), and requesting additional information from the Retailer where appropriate.

If the Wholesaler's accreditation scheme does not require that the Wholesaler must confirm that the meter accuracy test can proceed and the Wholesaler has not advised the Retailer that it will decline the notification or of any stipulations or postponement of the work within the **five (5)** Business Day period, the meter accuracy test may proceed as proposed in the notification.

If the Wholesaler's accreditation scheme requires confirmation from the Wholesaler before any work can proceed, the Retailer must not proceed with the meter accuracy test without the confirmation.

If the Wholesaler postpones the work pending further discussion with the Retailer, following conclusion of those discussions and agreement of the approach to carrying out the work, the Retailer shall re-submit Form B/02 (if required by the Wholesaler) and the parties will proceed to Step 3. If the parties are not in agreement on the approach, the Wholesaler may at any time instead select any of the other options for this Step 2 above.

### **Step 3**

Once the Retailer has submitted any updated Form B/02 as required and the meter accuracy test can proceed, the Retailer shall arrange for the meter to be removed by an Accredited Entity to allow the meter accuracy test to be carried out at an approved test centre, for a replacement meter to be installed or to the extent possible under the Wholesaler's accreditation scheme, for the Accredited Entity to perform any in situ assessments or testing. The Retailer shall also arrange for any notices in relation to the test or its results as may be required by the accreditation scheme to be provided.

### **Step 4**

Within **five (5)** Business Days of the date on which any meter was removed for testing and a replacement meter was installed, the Retailer shall, by submitting a Form B/02 to the Wholesaler (or an updated Form B/02 where advance notice was given), provide details of the meter removal and installation including meter serial numbers, Final Read and Initial Read and supporting photographic evidence as appropriate. The photographic evidence must include the Final Read and Initial Read and the meter serial numbers.

### **Step 5**

Within **three (3)** Business Days of receipt of the details of any meter removal and installation from the Retailer under Step 4, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

### **Step 6**

The Retailer shall notify the Wholesaler of the test results within **twenty (20)** Business Days of the date of any meter removal or in situ testing. The Retailer shall also provide any necessary further information in support of any payment which it may claim from the Wholesaler as a result of meter inaccuracy.

### **Step 7**

Depending on the outcome of the test results, the Wholesaler may also notify the Market Operator of any Volumetric Adjustment due within **five (5)** Business Days of its receipt of the notification of the test results under Step 6, in accordance with the Market Terms.



## I. Fault and repair

### Purpose and scope of Processes B5 and B6:

The repair or replacement of faulty meters (including any meter chambers, lids or frames, etc.) is the Wholesaler's responsibility. These processes set out the operational arrangements which apply where the Retailer notifies the Wholesaler that a meter installed at an Eligible Premises is faulty or where the Wholesaler identifies a faulty meter, in which case the Wholesaler shall carry out the repair or replacement of the meter.

Where the Retailer identifies a meter fault it may either:

- request the Wholesaler to carry out the repair or replacement of the meter (Process B5); or
- carry out the repair or replacement of the meter using an Accredited Entity (Process B6).

Where the meter is replaced under these Processes B5 and B6, the physical size and location of the installed meter must be the same as the physical size and location of the removed meter. If the size or location of the meter caused the fault, Processes B7 and B8 (which relate to changes to the physical size or location of the meter) should be followed.

### Process B5 – Repair or replacement of a faulty meter performed by the Wholesaler

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the B5 process steps set out in OSD 0703 (Bilateral Processes for Part B: Metering).

### Process B6 – Repair or replacement of a faulty meter performed by an Accredited Entity

(Equivalent to Scottish Operational Code Process 10B)

The relevant Form to use for this process is Form B/02 (Metering activity carried out by an Accredited Entity).

#### Process:

##### Step 1

If the Wholesaler's accreditation scheme requires advance notice of any Metering Activity to be carried out under this process, the Retailer shall notify the Wholesaler that a meter installed at an Eligible Premises is faulty and that an Accredited Entity will perform the repair or replacement, as soon as reasonably practicable and no less than **five (5)** Business Days in advance of the scheduled date of the repair or replacement of the meter, by submitting a Form B/02.

Otherwise, the Retailer shall notify the Wholesaler of any Metering Activity undertaken by an Accredited Entity within **five (5)** Business Days of the date on which the work was completed by submitting a Form B/02 and this process shall continue from Step 4.

## Step 2

Within **five (5)** Business Days of its receipt of any materially complete Form B/02 from the Retailer under Step 1, the Wholesaler may:

- decline the Retailer's notice, proving an explanation of why it has been declined; or
- if required by the Wholesaler's accreditation scheme, confirm that the meter repair or replacement can proceed subject to any stipulations on the works and provide details of such stipulations; or
- postpone the work pending further discussion with the Retailer, providing reasonable justification for the postponement (for example, that the work shall interrupt the supply of Water Services and/or Sewerage Services to other customers and appropriate notice shall need to be given), and requesting additional information from the Retailer where appropriate.

If the Wholesaler's accreditation scheme does not require that the Wholesaler must confirm that the repair or replacement can proceed and the Wholesaler has not advised the Retailer that it will decline the notification or of any stipulations or postponement of the work within the **five (5)** Business Day period, the repair or replacement of the meter may proceed as proposed in the notification.

If the Wholesaler's accreditation scheme requires confirmation from the Wholesaler before any work can proceed, the Retailer must not proceed with the repair or replacement without the confirmation.

If the Wholesaler has postponed the work pending further discussion with the Retailer, following conclusion of those discussions and agreement of the approach to carrying out the work, the Retailer shall re-submit Form B/02 (if required by the Wholesaler) and the parties will proceed to Step 3. If the parties are not in agreement on the approach, the Wholesaler may at any time instead select any of the other options for this Step 2 above.

Where there is a material change in a submitted application, the Retailer must arrange for an updated Form B/02 to be re-submitted and this Process B2 shall be repeated from Step 1 above. A material change will typically include any change to the physical design specification for the installation such as a change to the proposed size or location of the meter. Where the Retailer is unsure if the change is material, it should contact the Wholesaler.

## Step 3

Once the Retailer has submitted any updated Form B/02 as required and the meter repair or replacement can proceed, the Retailer shall arrange for the repair or replacement of the meter by the Accredited Entity, provided that:

- such repair or replacement shall take place within **twenty-two (22)** Business Days of the Wholesaler's receipt of the notification under Step 1 or such other period as is agreed

between the Wholesaler and the Retailer, for example, where the work was postponed under Step 2; and

- the meter repair or replacement must be carried out subject to any stipulations imposed by the Wholesaler.

#### Step 4

Within **five (5)** Business Days of the meter repair or replacement, the Retailer shall, by submitting a Form B/02 (or an updated Form B/02 where advance notice was given) to the Wholesaler, provide details of the meter repair or replacement, including meter serial numbers, Final Read and Initial Read and supporting photographic evidence as appropriate. Where the meter has been replaced, the photographic evidence must include the Final Read and Initial Read and the meter serial numbers. The details shall include information to support activities for which it is claiming any payment from the Wholesaler.

#### Step 5

Within **three (3)** Business Days of its receipt of any meter removal or installation details from the Retailer under Step 4, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## J. Change of meter

### Purpose and scope of Processes B7 - B10:

A change of a meter is the Wholesaler's responsibility as is the sizing and location of a meter and providing any required notice in relation to the location of the new meter. These processes set out the operational arrangements which apply where the Retailer or the Wholesaler requests a change of meter for reasons other than a fault at the meter, which is dealt with under Processes B5 and B6. For example, these Processes B7-B10 should be used where the Retailer proposes a change to the physical size or the location of an installed meter or to change to a meter of a different model.

Where the Retailer wishes to carry out the change of a meter, it may either:

- request the Wholesaler to carry out the change to the size, model or location of the meter (Process B7); or
- request approval from the Wholesaler to change the size or location of an installed meter using an Accredited Entity (Process B8); or
- carry out the change of meter where the physical size and location of the new meter are the same as the physical size and location of the installed meter using an Accredited Entity, for example, where a different model (which is of the same size) is to be installed (Process B9).

Where the Wholesaler wishes to make a change of a meter not covered by any of the other processes, then Process B10 should be followed.

## Process B7 – Retailer requested change to size, model or location of meter performed by the Wholesaler

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the B7 process steps set out in OSD 0703 (Bilateral Processes for Part B: Metering).

## Process B8 – Retailer requested change to size or location of the meter performed by an Accredited Entity

(Equivalent to Scottish Operational Code Process 11B1)

The relevant Form to use for this process is Form B/02 (Metering activity carried out by an Accredited Entity).

### Process:

#### Step 1

The Retailer shall make a request to the Wholesaler for a change to the size or location of a meter installed at an Eligible Premises by submitting a Form B/02, indicating that an Accredited Entity shall carry out the work.

#### Step 2

The Wholesaler may, within **ten (10)** Business Days of its receipt of the request, visit the Eligible Premises by prior arrangement with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact on the Form B/02, to assess whether the change of meter may proceed as proposed by the Retailer.

#### Step 3

The Wholesaler shall, within **ten (10)** Business Days of its receipt of any materially complete Form B/02 from the Retailer under Step 1, either:

- confirm that the change of meter can proceed as requested; or
- confirm that the change of meter can proceed subject to stipulations on the works, providing details of such stipulations; or
- postpone the work pending further discussion with the Retailer, providing reasonable justification for the postponement, (for example, that the work shall interrupt the supply of Water Services to other customers and appropriate notice shall need to be given) and requesting additional information from the Retailer where appropriate; or
- decline the Retailer's request, providing an explanation of why the request has been declined.

Where there is a material change in an application, the Retailer must arrange for an updated Form B/02 to be re-submitted and this Process B8 shall be repeated from Step 1 above. A

material change will typically include any change to the physical design specification for the installation such as a change to the proposed size or location of the meter. Where the Retailer is unsure if the change is material, it should contact the Wholesaler.

Where the Wholesaler postpones the work pending further discussion with the Retailer, following conclusion of those discussions and agreement of the approach to carrying out the work, the Retailer shall re-submit Form B/02 (if required by the Wholesaler) and the parties will proceed to Step 4. If the parties are not in agreement on the approach, the Wholesaler may at any time instead select any of the other options for this Step 3 above.

#### **Step 4**

Once the Retailer has submitted any updated Form B/02 as required and the change of meter can proceed, the Retailer shall arrange for the Accredited Entity to change the meter, provided that:

- such change of the meter shall take place within **thirty (30)** Business Days of the Retailer's receipt of the Wholesaler's confirmation that the change of meter can proceed, or such other timescale as shall have been agreed between the Wholesaler and the Retailer where the Wholesaler postponed the work under Step 3; or
- the change of meter must be carried out subject to any stipulations imposed by the Wholesaler.

#### **Step 5**

Within **five (5)** Business Days of the meter removal and installation, the Retailer shall, by submitting an updated Form B/02 to the Wholesaler, provide details of the meter removal and installation including meter serial numbers, meter location, Final Read and Initial Read and supporting photographic evidence. The photographic evidence must include the Final Read and Initial Read and the meter serial numbers. The details shall include information to support activities for which it is claiming any payment from the Wholesaler.

#### **Step 6**

Within **three (3)** Business Days of receipt of the meter removal and installation details from the Retailer under Step 5, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## **Process B9 – Retailer requested change of meter performed by an Accredited Entity (other than a replacement following a fault or a change to the size or location of the meter)**

**(Equivalent to Scottish Operational Code Process 11B2)**

The relevant Form to use for this process is Form B/02 (Metering activity carried out by an Accredited Entity).

### **Process:**

#### **Step 1**

If the Wholesaler's accreditation scheme requires advance notice of any Metering Activity to be carried out under this process, the Retailer shall provide the Wholesaler with at least **five (5)** Business Days' advance notice of the scheduled date for the change of meter, by submitting a Form B/02.

Otherwise, the Retailer shall notify the Wholesaler of any Metering Activity undertaken by an Accredited Entity within **five (5)** Business Days of the date on which the work was completed by submitting a Form B/02.

## Step 2

Within **five (5)** Business Days of its receipt of any materially complete Form B/02 from the Retailer under Step 1, the Wholesaler may:

- decline the Retailer's notice, providing an explanation of why it has been declined, in which case this process will end; or
- if required by the Wholesaler's accreditation scheme, confirm that the change of meter can proceed subject to any stipulations on the works and provide details of such stipulations; or
- postpone the work pending further discussion with the Retailer, providing reasonable justification for the postponement (for example, that the work shall interrupt the supply of Water Services and/or Sewerage Services to other customers and appropriate notice shall need to be given), and requesting additional information from the Retailer where appropriate.

If the Wholesaler's accreditation scheme does not require that the Wholesaler must confirm that the change of meter can proceed and the Wholesaler has not advised the Retailer that it will decline the notification or of any stipulations or postponement of the work with the **five (5)** Business Day period, the change of meter may proceed as proposed in the notification.

If the Wholesaler's accreditation scheme requires confirmation from the Wholesaler before any work can proceed, the Retailer must not proceed with the change of meter without the confirmation.

Where there is a material change in a submitted application, the Retailer must arrange for an updated Form B/02 to be re-submitted and this Process B2 shall be repeated from Step 1 above. A material change will typically include any change to the physical design specification for the installation such as a change to the proposed size or location of the meter. Where the Retailer is unsure if the change is material, it should contact the Wholesaler.

If the Wholesaler has postponed the work pending further discussion with the Retailer, following conclusion of those discussions and agreement of the approach to carrying out the work, the Retailer shall re-submit Form B/02 (if required by the Wholesaler) and the parties will proceed to Step 4. If the parties are not in agreement on the approach, the Wholesaler may at any time instead select any of the other options for Step 2 above.

## Step 3

Once the Retailer has submitted any updated Form B/02 as required and the change of meter can proceed, the Retailer shall arrange for the Accredited Entity to change the meter. The

physical size and location of the new meter must be the same as the physical size and location of the old meter.

#### **Step 4**

Within **five (5)** Business Days of the change of meter, the Retailer shall, by submitting a Form B/02 (or an updated Form B/02 where advance notice was given) to the Wholesaler, provide details of the meter removal and installation including meter serial numbers, Final Read and Initial Read and supporting photographic evidence. The photographic evidence must include the Final Read and Initial Read and the meter serial numbers.

#### **Step 5**

Within **three (3)** Business Days of receipt of the meter removal and installation details from the Retailer under Step 4, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## **Process B10 – Wholesaler requested installation or change of meter performed by the Wholesaler (other than a replacement following a fault)**

(Equivalent to Scottish Operational Code Process 12)

### **Process:**

#### **Step 1**

If the Wholesaler wishes to install a new meter at an Eligible Premises or to change a meter installed at an Eligible Premises, it shall notify the Retailer and the Non-Household Customer, giving **twenty-two (22)** Business Days' advance notice. The notification shall include provision of the following information:

- the relevant SPID and Meter Reference Number;
- the proposed model and location of meter to be installed; and
- the reasons for requiring the installation or change of meter.

In the case of a programme of meter installations or meter renewals, advance notification may include publication of the planned meter installation or replacement programme, identifying the SPIDs and meters which will be affected and the proposed dates for carrying out the programme, such notification to be kept updated as appropriate.

#### **Step 2**

The Retailer shall notify the Wholesaler by exception where it wishes a meter of a different model and/or in a different location to that proposed by the Wholesaler to be installed.



### Step 3

The Wholesaler shall arrange with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact, a mutually convenient time and date for the meter installation or meter exchange (as the case may be) to be carried out.

### Step 4

Within **five (5)** Business Days of the date on which the work was completed, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## **K. Retailer requested Meter Read for Non-Market Meters in respect of a Transfer or allocation of a Supply Point**

### Purpose and scope of Process B11:

The purpose of this process is to enable a Retailer to request the Wholesaler to carry out a Meter Read for a Non-Market Meter of the Wholesaler, which is not installed at an Eligible Premises, and which is in a direct relationship with a meter at a Supply Point which either:

- is in the process of Transferring; or
- has been allocated pursuant to section 4.3.9 of the Market Terms .

This process only applies in respect of Non-Market Meters that are Sub Meters in a Meter Network in a direct relationship with a meter at the relevant Supply Point.

The relevant Form to use for this process is Form B/03 (Request for Non-Market Meter Read to be carried out by the Wholesaler).

## **Process B11 – Retailer request for Wholesaler to carry out Meter Read for a Non-Market Meter pending Transfer or allocation of a Supply Point**

### Process:

#### Step 1

If the Retailer wishes the Wholesaler to carry out a Meter Read in respect of a Non-Market Meter of the Wholesaler which is in a direct relationship with the Supply Point at an Eligible Premises which either:

- is in the process of Transferring; or
- has been allocated pursuant to section 4.3.9 of the Market Terms,

the Retailer shall make such request by submitting a completed Form B/03 to the Wholesaler in accordance with the Market Terms.



## Step 2

Following receipt of the completed Form B/03 the Wholesaler shall carry out the Meter Read in accordance with the Market Terms.

## Step 3

Within **two (2)** Business Days of the date on which the Meter Read was undertaken, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## L. Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services

### Purpose and scope of Processes B12 - B14:

Private Meters which are not owned by the Wholesaler may be necessary for the calculation of Primary Charges for Trade Effluent Services and/or Foul Sewerage Services. The meter could be a Private Trade Effluent Meter recording discharges to the Sewerage System, a Private Water Meter recording water from a private supply or a Private Water Meter on a Meter Network.

Private Meters which are not owned by the Wholesaler are the responsibility of the relevant Non-Household Customer. These processes only apply to Private Meters which are not owned by the Wholesaler and which are necessary for the calculation of either:

- Trade Effluent Services; or
- Trade Effluent Services and Foul Sewerage Services,

where the Wholesaler shall have a relationship with the Non-Household Customer through the Trade Effluent Consent. The Wholesaler shall be responsible for procuring that the Non-Household Customer provides the relevant information or carries out the activities required by these processes.

These processes do not apply to Private Meters which are not owned by the Wholesaler which are necessary for the calculation of Foul Sewerage Services alone, where the Retailer will normally have the relationship with the Non-Household Customer. In these cases the Wholesaler and the Retailer will work together and co-operate with each other in relation to these Private Meters.

These Processes B12, B13 and B14 set out the operational arrangements which apply where a new Private Meter is installed in relation to Eligible Premises having a Discharge Point, where either the Retailer or the Wholesaler becomes aware that a Private Meter is faulty or may not be recording consumption accurately, and where a Private Meter is replaced.

In each case, the Wholesaler is responsible for providing updates and notifications to the Market Operator.

Throughout Processes B12, B13 and B14 the Wholesaler shall copy any written communications to the Non-Household Customer to the Retailer.

## Process B12 – Installing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services

(Equivalent to Scottish Operational Code Process 25A)

### Purpose and scope of Process B12:

This Process applies only to Private Meters which are not owned by the Wholesaler and which are necessary for the calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services.

The installation of the new Private Meter in relation to the Discharge Point or on the private water supply shall be carried out by the Non-Household Customer. This Process sets out the operational arrangements which apply where a new Private Meter is installed at the Discharge Point or on the private water supply.

### Process:

#### Step 1

The Wholesaler shall procure that the Non-Household Customer shall notify the Wholesaler of its intention to install the new Private Meter. This may be as a result of conditions imposed by the Wholesaler in relation to a Trade Effluent Consent. The Wholesaler shall notify the Retailer of the Non-Household Customer's intent to install a meter.

#### Step 2

The Wholesaler shall procure that within **five (5)** Business Days of the meter installation, the Non-Household Customer shall provide to the Wholesaler details of the meter installation including meter serial number, meter location, a calibration certificate (where required by the Wholesaler), Initial Read and supporting photographic evidence. The photographic evidence must include the Initial Read and the meter serial number.

#### Step 3

Where the photographic evidence provided under Step 2 is not of sufficient quality to enable the Wholesaler to confirm the meter details, the Wholesaler shall visit the Eligible Premises within **five (5)** Business Days of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

#### Step 4

Within **five (5)** Business Days of the later of:

- its receipt of the meter details under Step 2; or
- any site visit required under Step 3,

the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

## Step 5

Where a visit under Step 3 was not required, the Wholesaler shall visit the Eligible Premises within **one (1)** Month of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

## Process B13 – Testing, repairing and replacing Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services

(Equivalent to Scottish Operational Code Process 25B)

### Purpose and scope of Process B13:

This Process applies only to Private Meters which are not owned by the Wholesaler and which are necessary for the calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services.

The Wholesaler shall procure that the repair, replacement, calibration and accuracy testing of the Private Meter shall be carried out by the Non-Household Customer. This Process sets out the operational arrangements which apply where either the Retailer or the Wholesaler becomes aware that the Private Meter is faulty or may not be recording consumption accurately.

The relevant Form to use for this Process is Form B/01 (Metering activity carried out by the Wholesaler).

### Process:

#### Step 1

Where the Retailer becomes aware that the Private Meter is faulty or may not be recording consumption accurately, it shall notify the Wholesaler by submitting Form B/01 as soon as reasonably practicable and in any event within **two (2)** Business Days of becoming aware.

Where the Wholesaler becomes aware, or is notified by the Retailer, that the Private Meter is faulty or may not be recording consumption accurately, the Wholesaler shall contact the Non-Household Customer requiring that they repair, replace or test the meter as appropriate. The Wholesaler shall send a copy of that requirement to the Retailer.

#### Step 2

The Wholesaler shall procure that the Non-Household Customer shall arrange for the Private Meter to be repaired, replaced or tested as appropriate within a timescale agreed with the Wholesaler.

In the event of replacement of the Private Meter, the Wholesaler shall procure that within **five (5)** Business Days of the meter replacement the Non-Household Customer shall provide to the Wholesaler details of the meter removal and installation including meter serial numbers, meter location, a calibration certificate (where required by the Wholesaler), Final Read and

Initial Read and supporting photographic evidence. The photographic evidence must include the Final Read and Initial Read and the meter serial numbers.

In the event of repair of the Private Meter, the Wholesaler shall procure that within **five (5)** Business Days of the meter repair the Non-Household Customer shall provide to the Wholesaler details of the Meter Read and supporting photographic evidence. The photographic evidence must include the Meter Read and the meter serial number.

In the event of testing of the Private Meter, the Wholesaler shall procure that the Non-Household Customer shall notify the Wholesaler of the test results within **twenty (20)** Business Days of the testing. The Wholesaler shall contact the Non-Household Customer within **five (5)** Business Days of that notification advising whether repair or replacement of the meter is necessary and this Step 2 shall be repeated.

### Step 3

Where the photographic evidence provided under Step 2 is not of sufficient quality to enable the Wholesaler to confirm the meter details, the Wholesaler shall visit the Eligible Premises within **five (5)** Business Days of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

### Step 4

Where the meter has been replaced, within **five (5)** Business Days of the later of:

- its receipt of the meter details under Step 2; or
- any site visit required under Step 3,

the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

### Step 5

Where a visit under Step 3 was not required, the Wholesaler shall visit the Eligible Premises within **one (1)** Month of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

## Process B14 – Exchanging Private Meters necessary for calculation of Primary Charges for Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services

(Equivalent to Scottish Operational Code Process 25C)

### Purpose and scope of Process B14:

This Process applies only to Private Meters which are not owned by the Wholesaler which are necessary for the calculation of Trade Effluent Services, or Trade Effluent Services and Foul Sewerage Services.

The Wholesaler shall procure that the exchange of the Private Meter shall be carried out by the Non-Household Customer. This Process sets out the operational arrangements which apply where the Private Meter is replaced.

## Process:

### Step 1

The Wholesaler shall procure that the Non-Household Customer shall agree the exchange of the Private Meter with the Wholesaler. The Wholesaler shall notify the Retailer of the Non-Household Customer's intent to install the meter.

### Step 2

The Wholesaler shall procure that within **five (5)** Business Days of the meter replacement the Non-Household Customer shall provide to the Wholesaler details of the meter removal and installation including meter serial numbers, meter location, Final Read and Initial Read (and the dates of the Final Read and Initial Read) and supporting photographic evidence. The photographic evidence must include the Final Read and Initial Read and the meter serial numbers.

### Step 3

Where the photographic evidence provided under Step 2 is not of sufficient quality to enable the Wholesaler to confirm the meter details, the Wholesaler shall visit the Eligible Premises within **five (5)** Business Days of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

### Step 4

Within **five (5)** Business Days of the later of:

- its receipt of the meter details under Step 2; or
- any site visit required under Step 3,

the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

### Step 5

Where a visit under Step 3 was not required, the Wholesaler shall visit the Eligible Premises within **one (1)** Month of its receipt of the notification in Step 2 to confirm the details provided by the Non-Household Customer.

## M. Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services

### Purpose and scope of Processes B15-B17:

Cross Border Meters which are owned by the relevant Water Undertaker, not the Wholesaler, may be necessary for the calculation of Primary Charges for Sewerage Services.

Cross Border Meters are the responsibility of the relevant Water Undertaker. The Wholesaler is required under section 4.2.4 of the Business Terms to seek to put in place appropriate arrangements with the relevant Water Undertaker in respect of Cross Border Meters.

The Wholesaler and the Retailer will work together and co-operate with each other in relation to these Cross Border Meters. These Processes B15, B16 and B17 set out the operational arrangements which apply where a new Cross Border Meter is installed by the relevant Water Undertaker in relation to Eligible Premises having a Sewerage Services Supply Point, or where either the Retailer or the Wholesaler becomes aware that a Cross Border Meter is faulty or may not be recording consumption accurately, or where a Cross Border Meter is replaced by the relevant Water Undertaker.

In each case, the Wholesaler is responsible for providing updates and notifications to the Market Operator, in accordance with the Market Terms.

## **Process B15 – Installing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services**

### **Purpose and scope of Process B15:**

This Process applies only to Cross Border Meters which are not owned by the Wholesaler and which are necessary for the calculation of Primary Charges for Sewerage Services.

The installation of the new Cross Border Meter in relation to the Sewerage Services Supply Point shall be carried out by the relevant Water Undertaker. This Process sets out the operational arrangements which apply where a new Cross Border Meter is installed in relation to the Sewerage Services Supply Point.

### **Process:**

#### **Step 1**

The Wholesaler shall seek to procure that the relevant Water Undertaker shall notify the Wholesaler of its intention to install the new Cross Border Meter. The Wholesaler shall notify the Retailer upon becoming aware of the Water Undertaker's intent to install a meter.

#### **Step 2**

The Wholesaler shall seek to procure that within **five (5)** Business Days of the meter installation (or such longer period as may be agreed by the Water Undertaker), it shall have obtained, from the Water Undertaker, details of the meter installation including meter serial number, meter location and Initial Read.

#### **Step 3**

Within **five (5)** Business Days of its receipt of the meter details under Step 2, the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

## Process B16 – Testing, repairing and replacing Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services

### Purpose and scope of Process B16:

This process applies only to Cross Border Meters which are not owned by the Wholesaler and which are necessary for the calculation of Primary Charges for Sewerage Services.

This process sets out the operational arrangements which apply where either the Retailer or the Wholesaler becomes aware that the Cross Border Meter is faulty or may not be recording consumption accurately.

The relevant Form to use for this process is Form B/01 (Metering activity carried out by the Wholesaler).

### Process:

#### Step 1

Where the Retailer becomes aware that the Cross Border Meter is faulty or may not be recording consumption accurately, it shall notify the Wholesaler by submitting Form B/01 as soon as reasonably practicable and in any event within **two (2)** Business Days of becoming aware.

Where the Wholesaler becomes aware, or is notified by the Retailer, that the Cross Border Meter is faulty or may not be recording consumption accurately, the Wholesaler shall contact the relevant Water Undertaker and shall seek to procure that it repairs, replaces or tests the meter as appropriate. The Wholesaler shall send a copy of that request to the Retailer.

#### Step 2

The Wholesaler shall seek to procure that the relevant Water Undertaker shall arrange for the Cross Border Meter to be repaired, replaced or tested as appropriate within a timescale agreed with the Wholesaler.

In the event of replacement of the Cross Border Meter, the Wholesaler shall seek to procure that within **five (5)** Business Days of the meter replacement (or such longer period as may be agreed by the Water Undertaker) it shall have obtained, from the Water Undertaker, details of the meter removal and installation including meter serial numbers, meter location, Final Read and Initial Read.

In the event of repair of the Cross Border Meter, the Wholesaler shall seek to procure that within **five (5)** Business Days of the meter repair (or such longer period as may be agreed by the Water Undertaker) the Water Undertaker shall provide to the Wholesaler details of the Meter Read.

In the event of testing of the Cross Border Meter, the Wholesaler shall seek to procure that the Water Undertaker shall notify the Wholesaler of the test results within **twenty (20)** Business Days (or such longer period as may be agreed by the Water Undertaker) of the testing.

### Step 3

Where the meter has been replaced, within **five (5)** Business Days of its receipt of the meter details under Step 2, the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

## Process B17 – Exchanging Cross Border Meters necessary for the calculation of Primary Charges for Sewerage Services

### Purpose and scope of Process B17:

This process applies only to Cross Border Meters which are not owned by the Wholesaler which are necessary for the calculation of Primary Charges for Sewerage Services.

The exchange of the Cross Border Meter shall be carried out by the relevant Water Undertaker. This process sets out the operational arrangements which apply where the Cross Border Meter is replaced.

### Process:

#### Step 1

The Wholesaler shall seek to procure that the relevant Water Undertaker shall agree the exchange of the Cross Border Meter with the Wholesaler. The Wholesaler shall notify the Retailer on becoming aware of the Water Undertaker's intent to exchange the meter.

#### Step 2

The Wholesaler shall seek to procure that within **five (5)** Business Days (or such longer period as may be agreed by the Water Undertaker) of the meter replacement the Water Undertaker shall provide to the Wholesaler details of the meter removal and installation including meter serial numbers, meter location, Final Read and Initial Read (and the dates of the Final Read and Initial Read).

#### Step 3

Within **five (5)** Business Days of its receipt of the meter details under Step 2, the Wholesaler shall notify the Market Operator in accordance with the Market Terms.



# Part C: Confirmation and verification of supply arrangements

## General introduction

Part C (Confirmation and verification of supply arrangements) sets out the processes to be followed by the Retailer and the Wholesaler in the following circumstances:

- Process C1 applies when there is a requirement for the Wholesaler to verify meter details and meter records or supply arrangements;
- Processes C2 and C3 apply where a Gap Site is to be Registered with the Market Operator, either following investigations initiated by the Wholesaler or by the Retailer;
- Process C4 applies where the Wholesaler or Retailer considers that a Service Component is provided to an Eligible Premises but is not Registered;
- Process C5 applies where either the Wholesaler or Retailer consider that a Supply Point should be Deregistered (with no corresponding physical Disconnection) or that a Service Component should be removed; and
- Process C7 sets out the process to be followed when the Retailer requests an amendment to the VOA BA Reference or the UPRN at a Supply Point.

The processes within this part C (Confirmation and verification of supply arrangements) are:

| Number | Process   |
|--------|---|
| C1     | Verification of meter details or supply arrangements  |
| C2     | Gap Sites identified by the Wholesaler  |
| C3     | Application in respect of Gap Sites proposed by the Retailer  |
| C4     | Missing Service Components identified by the Wholesaler or the Retailer   |
| C5     | Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration or a change of circumstance) or removal of Service Components |

| Number | Process   |
|--------|---|
| C6     | Application in respect of Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration) or a change of circumstance) or removal of Service Component at the request of the Retailer [no longer in use, merged with C5] |
| C7     | Retailer requested amendment to VOA BA Reference or UPRN at the Supply Point  |

## Process C1 – Verification of meter details or supply arrangements

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the C1 process steps set out in OSD 0704 (Bilateral Processes for Part C – confirmation and verification of supply arrangements).

## Process C2 – Gap Sites identified by the Wholesaler

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the C2 process steps set out in OSD 0704 (Bilateral Processes for Part C – confirmation and verification of supply arrangements).

## Process C3 – Application in respect of Gap Sites proposed by the Retailer

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the C3 process steps set out in OSD 0704 (Bilateral Processes for Part C – confirmation and verification of supply arrangements).

## Process C4 – Missing Service Components identified by the Wholesaler or the Retailer

(No current equivalent in the Scottish Operational Code)

### Purpose and scope of Process C4:

This process applies where the Retailer or the Wholesaler considers that, whilst the relevant Supply Point(s) are Registered in respect of an Eligible Premises, a Service Component is being provided to the Eligible Premises but is not Registered in the Supply Point Register and so the Supply Point Register should be updated.

It may be possible for the Wholesaler to verify the Service Components being provided to any Eligible Premises without conducting a site visit. However, physical inspection of the premises

for the purposes of verifying records relating to Service Components which are supplied to the premises is the Wholesaler's responsibility.

This process sets out the operational arrangements that apply where either the Retailer or the Wholesaler considers that the Service Components being provided to the Eligible Premises in respect of a Supply Point differ from the details held by the Market Operator and the Wholesaler determines that a physical inspection of the premises is necessary.

The relevant Form to use for this process is Form C/02 (Gap site supply point request and addition of service components).

## Process:

### Step 1

Where the Retailer considers that a Service Component is provided to the Eligible Premises but is not Registered, it shall make a request to the Wholesaler to verify the Service Components being provided by submitting Form C/02. Amongst other things, the Retailer's request shall detail the following:

- the relevant SPID; and
- the Retailer's reasons for the request and any supporting information.

Where the Wholesaler considers that a Service Component is provided to the Eligible Premises but is not Registered (including where it has received a Form C/02 from the Retailer) it shall check any records it holds and where records may be inaccurate, shall notify the Retailer that it intends to visit the Eligible Premises.

### Step 2

The Wholesaler shall arrange the visit to the Eligible Premises either through the Retailer or directly with the Non-Household Customer with the Retailer's consent (provided on Form C/02 or otherwise where the process has been initiated by the Wholesaler) and the Wholesaler shall visit the Eligible Premises to confirm the Service Components being provided on the date and time agreed. The Retailer may be present at the time of the visit.

### Step 3

Where the Retailer has requested the verification, the Wholesaler shall notify the Retailer of its findings within **ten (10)** Business Days of its receipt of the Retailer's request.

Where the Wholesaler has initiated the verification, the Wholesaler shall notify the Retailer of the findings of the inspection within **five (5)** Business Days of the visit taking place.

### Step 4

Where the records of Service Components being held by the Market Operator differ from the findings of the inspection, the Wholesaler shall notify the Market Operator in accordance with the Market Terms within **two (2)** Business Days of the completion of the investigation.

## **Process C5 – Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration or a change of circumstance) or removal of Service Components**

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the C5 process steps set out in OSD 0704 (Bilateral Processes for Part C – confirmation and verification of supply arrangements).

## **Process C6 – Application in respect of Deregistration of a Supply Point (including as a result of an incorrect or erroneous Registration or a change of circumstance) or removal of Service Component at the request of the Retailer**

This process has been merged with C5 and shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the C5 process steps set out in OSD 0704 (Bilateral Processes for Part C – confirmation and verification of supply arrangements).

## **Process C7 – Retailer requested amendment to VOA BA Reference or UPRN at a Supply Point**

(Equivalent to Scottish Operational Code Process 33)

### **Purpose and scope of Process C7:**

Maintenance of the VOA BA Reference and the UPRN are the Wholesaler's responsibility. This process sets out the operational arrangements which apply where the Retailer identifies a requirement to update the VOA BA Reference or the UPRN applying to an Eligible Premises. In some cases, for example where a pre-existing Eligible Premises has been subdivided or where several Eligible Premises have been merged there may be a need for the Wholesaler and the Retailer (if it makes an application) to discuss the arrangements with another Retailer registered to other affected Eligible Premises.

The relevant Form to use for this process is Form C/04 (Request for Wholesaler to amend third party reference(s)).

### **Process:**

#### **Step 1**

Where the Retailer identifies a VOA BA Reference or UPRN that may require updating it shall carry out investigations into the status of the Supply Point, its address and related reference(s).

#### **Step 2**

Where the Wholesaler is the Water Wholesaler, the Retailer shall make a request to the Wholesaler to update the above Third Party Reference(s) by submitting a Form C/04.

### **Step 3**

The Wholesaler may, where it is deemed necessary, make a planned visit to the Eligible Premises by prior arrangement with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact on the Form C/04, to inspect the Supply Point(s). The Retailer may be present at the time of the planned visit.

### **Step 4**

The Wholesaler shall notify the Retailer of findings of the investigation and confirm if the change to the Third Party Reference is to proceed within **twenty (20)** Business Days of its receipt of the Retailer's request.

### **Step 5**

Where the Wholesaler's investigations confirm that the VOA BA Reference and or the UPRN should be updated, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms, within **five (5)** Business Days of its completion of the investigation.

# Part D: Planned activities and affected services

## General introduction

Part D (Planned activities and affected services) sets out processes relating to the long-term planning, short-term planning and reactive activities carried out by the Wholesaler in relation to the provision of Water Services and/or Sewerage Services.

Under all these processes the Wholesaler shall notify the Retailer in advance of carrying out any planned work which it expects or reasonably should expect to have a material impact on its Water Services and/or Sewerage Services provided to the Retailer's Non-Household Customers (including planned interruptions to supply and any planned change to supply, including any change in pressure or change in the composition of water provided), or on the operations of the Retailer's Non-Household Customers. Such notifications shall be by electronic means.

In addition, the Wholesaler shall also directly notify those Non-Household Customers which the Wholesaler expects or reasonably should expect to be affected by such planned works. In this part D, a Non-Household Customer will be treated as being an affected Non-Household Customer if the Wholesaler expects or reasonably should expect that the works will have a material impact on the Water Services and/or Sewerage Services provided to it or on the operations of its business. If requested by the Wholesaler, the Retailer shall provide reasonable assistance to the Wholesaler to enable the Wholesaler to provide such notification to affected Non-Household Customers.

The Wholesaler should continue to conduct any public consultations, communications or campaigns that it manages in relation to planned activities affecting its Network and shall not exclude Non-Household Customers from those communications. The Wholesaler must also ensure that, where it is required to do so (for example when making a Disconnection for the purposes of carrying out works under section 60 of the Water Industry Act 1991) it provides notice to the Non-Household Customer and makes an alternative supply.

The Retailer may also notify its Non-Household Customer of any planned works covered by this part D which is reasonably likely to affect it, and the Wholesaler and the Retailer shall co-operate to ensure any such notifications are consistent with each other. Such co-operation shall include but is not necessarily limited to following the processes in this part D (Planned activities and affected services).

If, at any time, the Retailer becomes aware of any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, it shall follow the **twenty-four (24)** hour contact arrangements described under heading C (24 hour contact arrangements) of part E (Unplanned events and incidents). For clarity, this may be at any time before, during or after planned works.

If circumstances change in respect of planned activities, the processes at part E (Unplanned events and incidents) may apply.

## Purpose and scope of Processes D1, D2 and D3:

The Wholesaler must undertake long-term planning, short-term planning and reactive activities. These processes set out how the Retailer and Wholesaler shall interact in relation to such activities.

The processes within this part D (Planned activities and affected services) are:

| Number | Process   |
|--------|---|
| D1     | Notification of capital works that may have an impact on Non-Household Customers - long-term planning |
| D2     | Short-term planned activities   |
| D3     | Reactive activities   |

## Process D1 – Notification of capital works that may have an impact on Non-Household Customers - long-term planning

(Equivalent to Scottish Operational Code Process 19)

Process:

### Step 1

At least **three (3)** Months in advance, but sooner if known, the Wholesaler shall notify the Retailer of all work that it intends to conduct on its Network and which may have a material impact on the the Water Services and/or Sewerage Services that it provides or on the operations of the Retailer's Non-Household Customers; together with information about the expected impact. At the same time the Wholesaler shall also notify affected Non-Household Customers, together with information about the expected impact. Such information shall include:

- high level indications of the planned work to the Wholesaler's Network including the nature of the work and the geographical area affected; and
- more detailed information about the programme of work, where available, including specific geographical areas by postcode outcode (i.e. the first three (3) or four (4) characters of the postcode), the nature of the work and the likely level of any impact on or disruption to Water Services and/or Sewerage Services.
- Where it is known that any such activities may have a particular impact on Sensitive Customers or those with Public Health Related Site Specific Arrangements or Non-Public Health Related Site Specific Arrangements, the Wholesaler shall give the Retailer and those Non-Household Customers any additional relevant information in relation to these activities that it has available.

At the same time, the Wholesaler shall notify the Retailer and affected Non-Household Customers of any updates to previous notifications, including any changed, additional or more specific information in relation to work or interruptions.

## Step 2

The Retailer may make comments on the Wholesaler's notifications. The Wholesaler shall reasonably consider and, where it decides appropriate, incorporate the Retailer's comments into its final plan for conducting the work.

## Step 3

The Wholesaler shall make any final or updated copies of its plan available to the Retailer and any affected Non-Household Customers.

## Process D2 – Short-term planned activities

(Equivalent to Scottish Operational Code Process 19)

### Process:

#### Step 1

At least **twenty-two (22)** Business Days in advance of carrying out any planned work which it expects or reasonably should expect to have a material impact on its Water Services and/or Sewerage Services provided to Non-Household Customers or on the operations of the Non-Household Customers, the Wholesaler shall notify and update the Retailer and affected Non-Household Customers of those activities, and shall keep the Retailer and those Non-Household Customers updated as any information previously provided changes and as further information becomes available.

The information shall specify the geographical areas affected by full post code, the nature of the work and the likely impact on Water Services and/or Sewerage Services to the affected Non-Household Customers. It shall also state any alternative arrangements that the Wholesaler proposes to make.

Where any such activities may have a particular impact on Sensitive Customers or those with Public Health Related Site Specific Arrangements or Non-Public Health Related Site Specific Arrangements, the Wholesaler shall give the Retailer and those Non-Household Customers any additional relevant information in relation to these activities that it has available.

For any major interruption to supply, the Wholesaler shall provide the Retailer and its affected Non-Household Customers with details of any contingency plan that it would invoke if the work takes longer than expected.

#### Step 2

The Retailer may make comments on the Wholesaler's plan within **five (5)** Business Days of its date of issue. The Wholesaler shall reasonably consider and, where appropriate, incorporate the Retailer's comments and shall reissue the plan at least **ten (10)** Business Days in advance of carrying out the planned work.



### Step 3

#### Wholesaler unable to commence or complete work for reasons outside of its control

If the Wholesaler is unable to commence the work on the planned date, or is unable to complete the work on the planned date, in either case for reasons outside its control, then it may reschedule the proposed start date or completion date (as applicable) and the Wholesaler shall notify the Retailer and affected Non-Household Customers of the rescheduled date in advance and in any event within **forty-eight (48)** hours of the rescheduled date being decided.

### Step 4

#### Wholesaler request to modify proposed start date

Otherwise, the Wholesaler can only modify the proposed start date of work with agreement of any affected Non-Household Customers and must notify the Retailer of the new start date. If an affected Non-Household Customer does not agree to the modified proposed start date then the Wholesaler must re-start this Process D2 at Step 1.

## Process D3 – Reactive activities

(Equivalent to Scottish Operational Code Process 19)

### Purpose and scope of Process D3:

Reactive activities are those activities that do not form part of a programme of work but which need to be carried out and which are not covered under the long or short-term planning Process D1 or D2, and are not of the nature of the unplanned events or incidents covered in part E (Unplanned events and incidents). The Wholesaler may undertake reactive activities for a variety of reasons, for example in order to:

- avert potential unplanned changes to Water Services and/or Sewerage Services, including Drinking Water Supply Changes; Sewer Flooding or Other Public Health Risks or other risks to public safety; or
- avert actual or potential leaks or wastage of water; or
- prevent damage to the Network or third party infrastructure and prevent unnecessary wastage of water.

### Process:

#### Step 1

The Wholesaler shall notify and update the Retailer and affected Non-Household Customers of specific activities **forty-eight (48)** hours in advance of the time chosen to commence such activities where the Wholesaler expects or should reasonably expect the activities to have a material impact on the Water Services and/or Sewerage Services provided to those Non-Household Customers or on the operations of the Retailer's Non-Household Customers.

Where the nature of the requirement is such that forty-eight (48) hours advance notice cannot feasibly or practically be provided, part E (Unplanned events and incidents) may apply.

The information shall specify the geographical areas affected by full postcode, the nature of the work, the time when the supply is planned to be restored and the likely impact on Water Service and/or Sewerage Services to the affected Non-Household Customers.

Where any planned activities may have a particular impact on Sensitive Customers or those with Public Health Retailer Site Specific Arrangements or Non-Public Site Specific Arrangements, the Wholesaler shall give the Retailer and those Non-Household Customers any additional relevant information in relation to these activities so far as it relates to those Non-Household Customers.

For any major interruption to supply, the Wholesaler shall provide the Retailer and affected Non-Household Customers with the relevant details of any contingency plan that it would invoke if the work takes longer than expected.

# Part E: Unplanned events and incidents

## A. General introduction

This part E (Unplanned events and incidents) sets out the processes to be followed in relation to changes to Water Services and/or Sewerage Services which are not planned by or on behalf of the Wholesaler, for example Emergencies, potential drinking water quality incidents, pollution incidents and droughts.

The Wholesaler may have a number of plans in place for addressing how such events or incidents shall be managed and the processes in this part E (Unplanned events and incidents) must be followed in conjunction with those Wholesaler plans. Heading D (Management plans for unplanned events and incidents, including flooding) below sets out what the Wholesaler and Retailer are required to do in relation to those plans.

## B. Roles and responsibilities

The Wholesaler is responsible for ensuring that the arrangements for the supply of water and disposal of sewage meet all required standards and for managing the provision of Water Services and/or Sewerage Services during any unplanned event or incident.

The Wholesaler is responsible for meeting any obligation it has to report unplanned events or incidents to any Relevant Authority, such as Defra, the Drinking Water Inspectorate and/or the Environment Agency or equivalent such as Natural Resources Wales; for liaising with them or any other public authority in relation to the management of an unplanned event or incident and for taking any remedial or other steps required to resolve the event or incident<sup>1</sup>.

The Retailer must support the Wholesaler in its management of such unplanned events by making available their Non-Household Customers' contact details on a mutually agreed basis and by following the processes set out in this part E (Unplanned events and incidents). The Retailer may also be required to support any other requests in relation to communication with the Retailer's Non-Household Customers. Such requests must always be reasonable and include, for example, requests to follow particular scripts when relaying information to its Non-Household Customers in respect of any unplanned events or incidents affecting Water Services and/or Sewerage Services.

In addition to notifying the Retailer of any planned interruptions to supply under part D (Planned activities and affected services), the Wholesaler shall also notify the Retailer of any unplanned interruptions or changes to supply including: changes in the composition of water provided or a decrease in water pressure to below the applicable minimum standard, which may take place within all or part of its Area and which are reasonably likely to affect the supply to the Retailer's Non-Household Customers.

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<sup>1</sup> The terms and definitions used in this Part E have been designed to align with those used by the Drinking Water Inspectorate but do not change or supersede anything required by the Drinking Water Inspectorate.

Under this part E (Unplanned events and incidents) such notifications from the Wholesaler to the Retailer of unplanned events and incidents shall be by all appropriate means, which shall include electronic means and/or personal contact (which may be followed up by electronic means where appropriate).

## C. 24 hour contact arrangements

Effective and timely communication is essential in matters to do with protecting Non-Household Customers and public health. Communications need to be in two directions:

- in certain circumstances relevant and clear information needs to be provided to Non-Household Customers; and
- information from Non-Household Customers has to be received by the Wholesaler to allow relevant information to be collated and evaluated and for operational decisions to be made.

Consistent with that, the Retailer must:

- i. on a standing basis, provide information to its Non-Household Customers regarding the importance of reporting any unplanned change in Water Services and/or Sewerage Services and ask them to contact the Wholesaler directly in relation to any such unplanned change. Such unplanned changes may, for example, include any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk;
- ii. on a standing basis, inform its Non-Household Customers of the Wholesaler's contact details for such unplanned events and provide those details on its website and other appropriate communication media. In some cases, the Retailer may provide its Non-Household Customer with additional contact details;
- iii. on a standing basis or as part of general duties of maintaining customer details, provide available Non-Household Customer contact details including, where feasible, telephone numbers and SPIDs, to be used in unplanned events or incidents to the Wholesaler through mutually agreed arrangements. If Trading Parties agree to share Non-Household Customer contact details with the Wholesaler on a standing basis then at minimum these details should include telephone numbers and SPIDs, be updated every three hundred and sixty five (365) days and the Wholesaler must destroy all previously held NonHousehold Customer contact details provided by the Retailer;
- iv. in its messages to and its communications with its Non-Household Customers, the Retailer shall make it clear for which Service Category or Service Categories the Non-Household Customer should contact the Wholesaler (rather than any Other Wholesaler, if applicable);
- v. be able effectively to receive information from the Wholesaler and pass information to its Non-Household Customers twenty-four (24) hours a day, for example in case it is required to support communications with any of its Non-Household Customers during an event or incident;
- vi. provide the Wholesaler with twenty-four (24) hour contact details on which the Wholesaler may contact the Retailer if the Retailer is required to support communications with any of its Non-Household Customers in relation to the identification or management of any event or incident, for example by providing the details of any on-call contact manager;

- vii. follow the industry standard in place from time to time in relation to the content of its messages to its Non-Household Customers telling them how they should respond and when they should report any unplanned change in Water Services and/or Sewerage Services to the Wholesaler;
- viii. if the Retailer receives a communication from a Non-Household Customer in relation to an unplanned change in the supply of Water Services and/or Sewerage Services, including any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, during the Retailer's business hours either:
  - a. transfer the Non-Household Customer directly to the Wholesaler (as appropriate depending on whether the Wholesaler is a Water Wholesaler or a Sewerage Wholesaler or both); or
  - b. provide the Non-Household Customer with the Wholesaler's contact details and tell them to contact the Wholesaler immediately as appropriate depending on whether the Wholesaler is a Water Wholesaler or Sewerage Wholesaler or both (which may be via automated voice messaging system);
- ix. ensure that any Non-Household Customer which tries to contact it outside the Retailer's business hours shall receive a message telling them to contact the Wholesaler directly in relation to any unplanned change in supply of Water Services and/or Sewerage Services including any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk and informing them of the Wholesaler's contact details; and
- x. ensure that any Non-Household Customer which tries to contact it outside the Retailer's business hours shall not receive a message simply informing them that the Retailer's offices are closed.

If the Retailer otherwise finds or receives other information which may relate to an actual or potential unconsented Trade Effluent discharge or an unplanned change in Water Services and/or Sewerage Services, including any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, it shall inform the Wholesaler immediately, for example via the standing on-call arrangements described at points ii-iv above and point iii below.

The Retailer shall also inform the Wholesaler immediately of any actual or potential unconsented Trade Effluent discharge or unplanned change in Water Services and/or Sewerage Services, including any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, which a Non-Household Customer reports to the Retailer if the Retailer for any reason is concerned that the Non-Household Customer may not report the matter to the Wholesaler.

The Wholesaler must:

- i. also be able to receive information to allow it to manage events and incidents twenty-four (24) hours a day;
- ii. make its twenty-four hours a day/seven days a week (24/7) contact details for Non-Household Customers or other members of the public publicly available;
- iii. provide the Retailer with any different twenty-four (24) hour contact details which the Retailer should use for Retailer-Wholesaler communications, for example, standing on-call arrangements;

- iv. engage directly with any Non-Household Customer which contacts it in relation to an unplanned change in Water Services and/or Sewerage Services and, provided that the Non-Household Customer has given it sufficient information to correctly identify its Retailer, inform the Retailer of any such contact it has had with the Retailer's Non-Household Customers within **two (2)** Business Days; and
- v. direct any Non-Household Customer who contacts it in relation to any other matter to the Non-Household Customer's Retailer.

If the Wholesaler takes any action to notify customers at large of changes in the services supplied, for example issuing boil notices, or to provide any other information in relation to such an unplanned change such as issuing general explanations, it shall, in this context, treat Non-Household Customers as it would any member of the public and shall not exclude them from such communications. It shall also send a copy of any such communications to the Retailer. Whether via the Wholesaler-Retailer twenty-four (24) hour on-call arrangements, or otherwise, if the Wholesaler provides the Retailer with information about an unplanned change in Water Services and/or Sewerage Services it shall include an explicit statement at the beginning of any such communication as to whether it wishes the Retailer to:

- take action;
- prepare to take action; and/or
- be aware of the information in order to react appropriately to any enquiry which it receives.

Wherever appropriate, including wherever the Wholesaler wishes the Retailer to take action or prepare to take action, the Wholesaler shall pro-actively contact the Retailer to confirm receipt of the information, for example using the standing on-call arrangements set out under this heading C (24 hour contact arrangements).

## **D. Management plans for unplanned events and incidents, including flooding**

The Wholesaler maintains a number of plans in order to help avoid or manage unplanned events and incidents. These include:

- long term plans such as water resource management or drought plans;
- emergency plans relating to performance of its obligations under the Security and Emergency Measures Directions; and
- incident management plans such as drinking water quality incident plans.

The Wholesaler may also operate:

- Public Health Related Site Specific Arrangements, for example setting out how water supplies to particular Eligible Premises such as hospitals or prisons shall be ensured; and

- Non-Public Health Related Site Specific Arrangements, for example for Non-Household Customers carrying out business processes which may be particularly sensitive to changes in the water supply.

In relation to its long term plans, the Wholesaler must include the Retailer in consultation on their preparation, revision or maintenance. It shall do so in light of any water resource management planning guidelines set by the Environment Agency or other Relevant Authority from time to time. Provided the Wholesaler has acted reasonably, for example by giving the Retailer sufficient time to collect information from its Non-Household Customers and respond to the Wholesaler, the Retailer must give the Wholesaler any information it reasonably requests in order to prepare or revise those plans. The Wholesaler shall also tell the Retailer where it may obtain a copy of any final or updated long term plan or otherwise provide a copy of the plan.

The Wholesaler must ensure that all its other emergency and incident management plans enable effective communication with Non-Household Customers. In particular, the plans should recognise that a Non-Household Customer may contact its Retailer about an unplanned change in Water Services and/or Sewerage Services and so set out the arrangements for how the Wholesaler shall work with the Retailer to respond effectively to such enquiries from its Non-Household Customer(s) or other stakeholders.

The Wholesaler's plans may require the Retailer to follow reasonable additional or alternative steps to those set out in these processes in relation to communication with its Non-Household Customers.

In so far as the Wholesaler's plans affect the Retailer, the Wholesaler shall consult with the Retailer in relation to the development or update of any of its plans. The Retailer shall provide the Wholesaler with any assistance that it reasonably requires for the preparation, update or testing of such plans.

The processes in this part E (Unplanned events and incidents) are not exclusive of each other. A Wholesaler may become aware of an event or incident under one plan or process, but move to another if it considers it appropriate, for example because circumstances change. Flooding events in particular may lead to drinking water quality incidents as well as Sewer Flooding and Other Public Health Risks.

In summary, the processes set out in this part E (Unplanned events and incidents) are designed to cover the following circumstances:

| Process | Scope  |
|---------|--|
| E1      | Identification of Sensitive Customers  |
| E2      | Maintaining and implementing Wholesaler Public Health Related Site Specific Arrangements for managing events and incidents potentially affecting public health |
| E3      | Identifying and managing unplanned changes to the supply of Water Services and/or Sewerage Services  |
| E4      | Identifying and managing drinking water quality incidents  |

| Process | Scope  |
|---------|--|
| E5      | Identifying and managing Sewer Flooding and Other Public Health Risks such as pollution incidents or unconsented Trade Effluent discharges |
| E6      | Managing droughts or dry weather   |
| E7      | Emergencies (i.e. events governed by the Security and Emergency Measures Directions)   |

Whichever plan or process is or may be applied, the Wholesaler and the Retailer must co-operate with each other at all times to help avoid, manage and remedy any unplanned change to Water Services and/or Sewerage Services, including any Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk.

## **E. Access to information about Non-Household Customers to assist with the management of unplanned events or incidents**

In order to manage any unplanned change to Water Services and/or Sewerage Services, the Wholesaler shall need certain information about Non-Household Customers in its Area. The following information shall be identified on the Central Systems:

- the Eligible Premises in an Area occupied by Sensitive Customers (see Process E1);
- the Eligible Premises in an Area covered by Public Health Related Site Specific Arrangements (see Process E2); and
- the Eligible Premises in an Area covered by Non-Public Health Related Site Specific Arrangements (see Process E2).

Whether or not an Eligible Premises is occupied by a Sensitive Customer, if the Wholesaler considers that it needs specific information in relation to a particular Eligible Premises in order to manage an unplanned event or incident, for example, twenty-four (24) hour on site contact details, it may establish a Public Health Related Site Specific Arrangement, or a Non-Public Health Related Site Specific Arrangement, for that Eligible Premises. Process E2 sets out the steps which the Wholesaler and Retailer shall take to identify that information, provide it to the Wholesaler and keep it up to date in respect of Public Health Related Site Specific Arrangements. The same Process E2 shall also be used for any Non-Public Health Related Site Specific Arrangements the Wholesaler may have in place.

In the case of a Sensitive Customer at an Eligible Premises the Wholesaler may also require the Retailer to take certain steps to support communication with its Non-Household Customer in the event of an unplanned change to Water Services and/or Sewerage Services.

Additionally, if the Wholesaler needs any further contact details for a particular Eligible Premises in order to investigate or manage any unplanned event or incident, it may ask the Retailer for them. If necessary, the Retailer shall seek those contact details from its Non-Household Customer and shall provide them to the Wholesaler where available.



## F. Bogus Callers

In order to help facilitate the orderly functioning of the Competitive Market, the Wholesaler and the Retailer shall also inform each other if they become aware of bogus callers operating in any particular area.

### Process E1 - Identification of Sensitive Customers

#### Purpose and scope of Process E1:

It is important that the Wholesaler and Retailer have a clear understanding about which premises are occupied by Sensitive Customers. This Process E1 describes how the Retailer and Wholesaler shall work together to keep the record of which Eligible Premises are occupied by Sensitive Customers complete and up-to-date in accordance with the Market Terms.

If the Wholesaler needs additional information about any particular Sensitive Customer (or about any particular Eligible Premises not occupied by a Sensitive Customer), for example twenty-four (24) hour on site contact information, it shall establish a Public Health Related Site Specific Arrangement for that Eligible Premises in accordance with Process E2 (or a Non-Public Health Related Site Specific Arrangement, as the case may be).

#### Process:

##### Step 1

The Wholesaler shall publish guidance as to which types of Non-Household Customers it considers to fall within the definition of Sensitive Customer and shall respond to any query which the Retailer raises with it about the application of that guidance.

##### Step 2

The Retailer shall keep the information held by the Market Operator on which Eligible Premises are occupied by Sensitive Customers up-to-date by notifying the Market Operator in accordance with the Market Terms and shall so do within **two (2)** Business Days of becoming aware of any change or during the course of applying for a new connection.

##### Step 3

If the Wholesaler receives a notification that the Retailer has asked the Market Operator to add or remove a Sensitive Customer flag from any of the Eligible Premises within the Wholesaler's Area, the Wholesaler may query that change with the Retailer and the Retailer shall respond to any query which the Wholesaler raises.

##### Step 4

If it considers it appropriate, the Wholesaler may ask the Retailer to follow the process set out in the Market Terms to add or remove a Sensitive Customer flag from any Eligible Premises within its Area.

## Process E2 – Maintenance and implementation of Wholesaler Public Health Related Site Specific Arrangements for managing events and incidents potentially affecting public health

### Purpose and scope of Process E2:

The Wholesaler may have Public Health Related Site Specific Arrangements in place for specific Supply Points at Eligible Premises in order to help meet its statutory or other regulatory obligations in the event of a drinking water quality incident, flooding or other event which poses a threat to public health such as environmental pollution.

Those Public Health Related Site Specific Arrangements may mean that the Wholesaler needs to hold or have access to up-to-date information about an Eligible Premises, for example twenty-four (24) hour on-site contact details. The Public Health Related Site Specific Arrangements may also require the Retailer to take certain steps to support communication with its Non-Household Customer in the event of an unplanned change to Water Services and/or Sewerage Services.

This process sets out how the Wholesaler and Retailer shall engage with each other in order to ensure that the Wholesaler has, or has access to, up-to-date information so that the Retailer can understand what steps, if any, it may be required to take under any Public Health Related Site Specific Arrangements.

The Wholesaler may also have in place Non-Public Health Related Site Specific Arrangements for certain Non-Household Customers, for example if a Non-Household Customer carries out business processes at an Eligible Premises which may be particularly sensitive to changes in the water supply (for example composition or pressure). If the Wholesaler does have any such arrangements in place, this process shall be applied in the same way as for Public Health Related Site Specific Arrangements.

### Process:

#### Step 1

The Wholesaler shall publish guidance as to the Public Health Related Site Specific Arrangements which it operates (if any) and keep that guidance up-to-date.

The Wholesaler shall keep the information held by the Market Operator on which Eligible Premises within its Area are covered by Public Health Related Site Specific Arrangements up-to-date by notifying the Market Operator within **two (2)** Business Days of becoming aware of the need for such update in accordance with the Market Terms. The Wholesaler shall do this either in relation to a New Supply Point or an existing Eligible Premises which is already Registered. Those Eligible Premises may also be occupied by Sensitive Customers.

#### Step 2

The Wholesaler shall consult with the Retailer when preparing or revising a Public Health Related Site Specific Arrangement in relation to any of the Retailer's Non-Household Customers.

The Retailer shall enable the Wholesaler to prepare or maintain the Public Health Related Site Specific Arrangements by providing up-to-date contact details for its Non-Household Customer or other information or assistance reasonably requested by the Wholesaler from time to time.

In particular, if requested by the Wholesaler, the Retailer shall seek to arrange any meeting between the Retailer, its Non-Household Customer and the Wholesaler in relation to the Public Health Related Site Specific Arrangement.

### **Step 3**

The Public Health Related Site Specific Arrangements may specify any reasonable steps which the Wholesaler requires the Retailer to take in relation to communication with its Non-Household Customers during the management of any event or incident.

### **Step 4**

Within **two (2)** Business Days of the Retailer becoming Registered to an Eligible Premises which is covered by Public Health Related Site Specific Arrangements within the Wholesaler's Area, the Wholesaler shall supply the Retailer with details of those arrangements in so far as they relate to the Retailer or its Non-Household Customer.

In particular, the Wholesaler shall inform the Retailer of which information such as contact information the Retailer must keep up-to-date with the Wholesaler. The Retailer shall inform the Wholesaler within **two (2)** Business Days of any change in that information of which it becomes aware.

### **Step 5**

If the Retailer provides the Wholesaler with the relevant Non-Household Customer's written consent, the Wholesaler shall also supply the Retailer with details of any elements of Public Health Related Site Specific Arrangement which relate to a Retailer or Non-Household Customer within an Eligible Premises which is not Registered to that Retailer.

### **Step 6**

The Wholesaler shall inform the Retailer if it decides to implement any Public Health Related Site Specific Arrangements which relate to any of the Retailer's Non-Household Customers.

### **Step 7**

The Retailer shall take any steps reasonably required of it under the Public Health Related Site Specific Arrangements. This may include contacting its Non-Household Customer(s) and following any specified script when doing so.

The Retailer shall also follow any reasonable additional or alternative instructions from the Wholesaler in relation to the event or incident.

### **Step 8**

Whether in accordance with the Public Health Related Site Specific Arrangements or otherwise, the Wholesaler shall continue to keep the Retailer updated as to the progress of

the management of the event or incident in relation to its Non-Household Customer's Premises and shall inform the Retailer when the event or incident has come to an end.

### **Step 9**

If the Wholesaler identifies any lessons learnt in relation to an event or incident which may be relevant to the Retailer or its Non-Household Customer, it shall inform the Retailer of those lessons learnt.

## **Process E3 – Unplanned changes to supply of Water Services and/or Sewerage Services**

(Equivalent to Scottish Operational Code Process 20)

### **Purpose and scope of Process E3:**

This process sets out the operational arrangements that shall apply in the event of actual or suspected unplanned changes in the supply of Water Services and/or Sewerage Services unless or until the Wholesaler considers it more appropriate to investigate or manage that unplanned change under one of the other processes set out in this part E (Unplanned events and incidents).

Unplanned changes to Water Services and/or Sewerage Services may be specific to a particular Non-Household Customer or affect all customers within a particular area. The change may indicate or escalate to a drinking water quality incident, Sewer Flood or Other Public Health Risk.

This Process E3 shall apply whether the Wholesaler detects an unplanned change or one is notified to it. The Wholesaler may choose to apply this process or any other process within part E (Unplanned events and incidents) depending on its assessment of any particular event or incident. As an event or incident develops it may choose to manage it under one of the other processes in this part E (Unplanned events and incidents).

### **Process:**

#### **Step 1**

Unplanned changes to Water Services and/or Sewerage Services may become known or anticipated (for example, where a warning is issued by the Environment Agency and/or Meteorological Office) by several different means and, in addition to any monitoring systems which they may operate, the Retailer and the Wholesaler shall follow the twenty-four (24) hour contact arrangements described under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents) in order to help ensure that the Wholesaler becomes aware of the unplanned change as soon as possible.

#### **Step 2**

The Wholesaler may exercise any power of investigation it has and/or request more information from the Retailer. In particular the Wholesaler may contact any of the Retailer's Non-Household Customers directly or may reasonably ask the Retailer to do so (whether or not the Retailer had previously reported the unplanned change to the Wholesaler). If the

Wholesaler asks the Retailer to contact its Non-Household Customer immediately the Retailer shall do so and relay any information it receives back to the Wholesaler when it receives it.

### Step 3

As soon as the Wholesaler considers it appropriate, but no later than at the same time as the Wholesaler issues any general public communication in relation to the actual or potential unplanned change, the Wholesaler shall confirm to the Retailer whether there is, or is expected to be, an unplanned change in Water Services and/or Sewerage Services.

Additionally, wherever relevant to the particular circumstances of an unplanned change, the Wholesaler shall also provide information or confirm to the Retailer (unless that information is subject to a moratorium on communication):

- the nature and scale of the unplanned change to the Water Services and/or Sewerage Services;
- any specific impact on particular types of Non-Household Customers;
- its proposals to remedy the unplanned change;
- the estimated time of restoration;
- any lines of communication in relation to the unplanned change; and
- any message or script which the Retailer must use when communicating with its Non-Household Customers.

The Wholesaler shall include an explicit statement at the beginning of any such communication as to whether it wishes the Retailer to:

- take action;
- prepare to take action; and/or
- be aware of the information in order to react appropriately to any enquiry which it receives.

The Wholesaler shall not provide to the Retailer any information which the Retailer would not otherwise be permitted to disclose to its Non-Household Customer due to any moratorium on communication. If the Wholesaler does intend to place any moratorium on communication, the Wholesaler shall notify the Retailer of that fact and that the Retailer is to prepare to take action upon the moratorium being lifted. Any information subject to that moratorium shall only be provided by the Wholesaler to the Retailer upon the moratorium being lifted.

Wherever appropriate, including wherever the Wholesaler wishes the Retailer to take action or prepare to take action, the Wholesaler shall actively contact the Retailer to confirm receipt of the information, for example, using the standing on-call arrangements set out under heading C (24 hour contact arrangements) of this Part E (Unplanned events and incidents).

Where the unplanned change may have a particular impact on specific types or classes of Non-Household Customer, such as Sensitive Customers or food and drink manufacturers, the Wholesaler shall also give the Retailer any additional information available to it, as may be relevant.

#### **Step 4**

The Retailer may inform its Non-Household Customers of the information provided by the Wholesaler, including any information specific to a particular Non-Household Customer and if the Wholesaler asks it to pass the information on to any or all of its Non-Household Customers, the Retailer shall do so and shall follow any reasonable instructions from the Wholesaler about how it shall do so, for example by following any script.

The Retailer may ask the Wholesaler for further information regarding an unplanned change and the reasons and/or justification for the unplanned change to the Water Services and/or Sewerage Services. The Wholesaler shall use reasonable endeavours to respond expeditiously.

#### **Step 5**

Whilst the unplanned change continues, the Wholesaler shall, as frequently as is appropriate for any particular stage of an event or incident, continue to update the Retailer with any changes to the information provided to it. The Wholesaler shall also ensure that, where it is required to do so, it provides an alternative supply. The Retailer may inform its affected Non-Household Customers and shall do so if asked to by the Wholesaler.

#### **Step 6**

In managing an unplanned change the Wholesaler may, acting reasonably, request the Retailer to:

- ask Non-Household Customers to reduce their demand for water or reliance on the Sewerage System; or
- carry out other reasonable steps it considers necessary,

and the Retailer shall take such steps.

The Wholesaler may also exercise any power it has under Law, for example taking any action under section 75 of the Water Industry Act 1991. Wherever it does so, it shall inform the Retailer.

#### **Step 7**

The Wholesaler shall inform the Retailer as soon as the unplanned change to Water Services and/or Sewerage Services is concluded.

The Retailer shall co-operate with any investigation which the Wholesaler or any other Relevant Authority conducts into the event or incident. If the Wholesaler identifies any lessons learnt in relation to an event or incident which may be relevant to the Retailer or its Non-Household Customer, it shall inform the Retailer of those lessons learnt.

## Process E4 – Drinking water quality incidents

(Equivalent to Scottish Operational Code Process 21A)

### Background:

Unplanned changes in Water Services and/or Sewerage Services may escalate into drinking water quality incidents, which include but are not limited to where the water supply in an area is actually or potentially not fit for consumption<sup>2</sup> and may occur as the result of flooding or other events.

Drinking water quality incidents shall be managed by the Wholesaler under specific incident control plans and procedures, for example a waterborne hazard plan or any other emergency procedure (which may be agreed between the Wholesaler and Relevant Authorities such as the NHS Boards, the Local Authority Environmental Health Departments, the Environment Agency and the Drinking Water Inspectorate across England and Wales and the local resilience forum).

The plans shall set out how the Wholesaler and/or any Relevant Authority such as the Drinking Water Inspectorate shall determine:

- if there is a drinking water quality incident which requires a plan to be invoked;
- the risk control measures to be applied;
- the risk communications required to ensure the measures are effective; and
- other steps to be taken under the incident control plan.

Effective and timely communication is essential in matters to do with protecting Non-Household Customers and public health. Communications need to be in two directions:

- in certain circumstances relevant and clear information needs to be provided to Non-Household Customers; and
- information from Non-Household Customers has to be received by the Wholesaler to allow relevant information to be collated and evaluated and for operational decisions to be made.

The Wholesaler and the Retailer shall make the twenty-four (24) hour contact arrangements described under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents) in order to enable that effective communication.

The Wholesaler's incident control plans may also, amongst other things, set out specific communications procedures to be carried out by the Wholesaler and how the Wholesaler shall co-ordinate those communications with other agencies, the Retailer, and Non-Household Customers.

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<sup>2</sup> including but not limited to those circumstances where water supplied does not meet the requirements of the Water Supply (Water Quality) Regulations 2000 SI 2000/3184 made under section 67 of the 1991 Act

The Wholesaler's incident control plans shall require the Wholesaler to inform all customers of the general advice on risk management and control measures. This shall normally be carried out via leaflets, loudhailers, press releases, proactive messaging or direct contact and web information depending on the nature and scale of the incident. The Wholesaler may reasonably call upon the Retailer to help it with such communications.

The plans shall also recognise that the Wholesaler may not be in a position to provide specialist advice to Non-Household Customers such as food and drink processors who may be particularly affected by drinking water quality incidents. There may therefore be a requirement for an officer from the Local Authority Environmental Health Department or other Relevant Authority to assess the need for additional advice to relevant businesses in the affected area and the need for additional specialist advice.

Whether the Wholesaler or any Relevant Authority such as a Local Authority Environmental Health Department shall provide any such specialist advice is to be agreed between the relevant representatives and the Wholesaler. If the Wholesaler reasonably asks it to, the Retailer shall help provide such advice to its Non-Household Customers and shall follow any reasonable instructions from the Wholesaler, for example in relation to any script to be used, when doing so.

#### Purpose and scope of Process E4:

The purpose of this process is to have in place arrangements that, in the event of an actual or potential drinking water quality incident, shall enable incident control plans to be invoked and specifically to:

- enable the timely notification of information to all customers and to the Retailer; and
- ensure that the Retailer adheres to any restrictions on the release of information.

Also when it is confirmed that a restriction is to be placed on the water supply in a particular area to enable incident control plans which:

- enable information to be shared with the Retailer on the actual area affected and the nature of the restriction;
- enable information on the nature and size of Non-Household Customers affected to be shared with the members of the Wholesaler's incident management team and in particular the Local Authority Environmental Health Department;
- ensure that information provided by the Retailer to its Non-Household Customers is aligned and consistent with the information being provided by the Wholesaler to other agencies;
- ensure that pertinent information from Non-Household Customers that may have a bearing on the management of the drinking water quality incident is fed back to the Wholesaler;
- co-ordinate the provision of information to Non-Household Customers that may be communicated by the Local Authority Environmental Health Department or other Relevant Authority; and



- ensure information provided to the NHS is co-ordinated, aligned and consistent with other information being provided.

This process shall apply to those unplanned changes in Water Services and/or Sewerage Services which the Wholesaler considers it appropriate to treat as drinking water quality incidents.

The Wholesaler shall determine when this process and any incident control plan is to be invoked.

The Wholesaler and Retailer shall communicate with each other about interruptions to supplies that are not drinking water quality incidents and that do not warrant the use of this process and application of an incident control plan.

The Wholesaler may become aware of an actual or potential drinking water quality incident that may result in restrictions on water use being applied through its internal monitoring, reporting and escalation procedures or through information provided to it. This may be through the twenty-four (24) hour contact arrangements described under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents), from a Household Customer, or from other members of the public.

## Process:

### Step 1

#### Initial Notification

Where the Wholesaler determines that there is a need to commence arrangements to notify all customers, it shall invoke this process and any applicable incident control plan.

In the first instance, and where the decision has not yet been made by the Wholesaler as to whether a restriction is to be imposed, the Wholesaler:

- shall contact the Retailer via the standing on call arrangements or such other arrangements as are in place for communication between the Wholesaler and Retailer in relation to the actual or potential drinking water quality incident;
- may request contact with one of the Retailer's managers at the appropriate level (for example, the Contract Manager);
- shall advise that there is a potential for a restriction on water use due to a drinking water quality incident and this process is being invoked;
- shall advise on the general area where the possible restrictions may be placed, the approximate scale of the incident in terms of the overall number of properties likely to be affected (domestic and non-domestic) and the likely nature of the restrictions;
- shall advise a best estimate for when information on the restriction shall be issued to Non-Household Customers;

- shall advise of any arrangements that it is putting in place at this stage to inform Non-Household Customers; and
- shall provide the Retailer with any reasonable protocols or other information which the Retailer must use when responding to enquiries from its Non-Household Customers, including the terms of any script it must use.

The Wholesaler shall not provide to the Retailer any information which the Retailer would not otherwise be permitted to disclose to its Non-Household Customer due to any moratorium on communication. If the Wholesaler does intend to place any moratorium on communication, the Wholesaler shall notify the Retailer of that fact and that the Retailer is to prepare to take action upon the moratorium being lifted. Any information subject to that moratorium shall only be provided by the Wholesaler to the Retailer upon the moratorium being lifted.

The Retailer shall put such arrangements in place to ensure that where the Wholesaler has put in place a moratorium on communication, the fact that there is a restriction is not communicated via any member of the Retailer's staff or via systems to individuals, companies or organisations outside of the Retailer's organisation.

## Step 2

### Confirmation of the restriction on water use

Where the decision is taken by the Wholesaler, for example by any incident management team it sets up, to issue information to customers and stakeholders, the Wholesaler shall make such communication and shall advise the Retailer of:

- the actual area that is affected;
- the nature of the restriction (boil/don't drink or cook/don't drink, cook or wash);
- the time when the information is to be released to Non-Household Customers;
- whether the Wholesaler wishes the Retailer to take any reasonable steps in relation to communication with its Non-Household Customers together with the details of such steps; and
- whether there has been any change or update to the information it previously gave in relation to protocols or other information which the Retailer must use when responding to enquiries from its Non-Household Customers.

In certain circumstances the decision to impose a restriction may be immediate and with little warning. In such circumstances, the Wholesaler shall endeavour to advise the Retailer of any such restriction in advance of the general notification to all customers, including Household Customers and Non-Household Customers.

Where the drinking water quality incident may have a particular impact on specific types or classes of Non-Household Customers, such as Sensitive Customers or food and drink manufacturers, the Wholesaler shall also give the Retailer any additional information available to it, as may be relevant.

### Step 3

#### **Communications with Non-Household Customers**

Once the press release or other communication has been agreed by the Wholesaler incident management team or otherwise finalised by the Wholesaler, the Wholesaler shall advise the Retailer of all general communications being made by the Wholesaler to customers, including Non-Household Customers, and shall provide the Retailer with copies of all scripts and materials used by the Wholesaler.

In any event the Wholesaler shall ensure that the Retailer is informed of the information provided to all customers and any particular scripts or other information the Retailer should use when responding to an enquiry from a Non-Household Customer as soon as possible.

If the Wholesaler takes any action to notify customers at large of changes in the services supplied, for example issuing boil notices, or providing any other information about the unplanned change, it shall, in this context, treat Non-Household Customers as it would any member of the public and shall not exclude them from such communications.

#### **Co-ordination with Relevant Authorities such as the Local Authority Environmental Health Department**

If appropriate, for example if requested by a Relevant Authority such as the Local Authority Environmental Health Department representative on any incident management team, the Wholesaler shall confirm with the Retailer which of the Retailer's Sensitive Customers are in the area affected. This may include confirming whether there are any other Sensitive Customers which the Retailer has not previously notified to the Market Operator. The Wholesaler shall then liaise with the Relevant Authority once it has received this information from the Retailer.

The Wholesaler shall confirm the communications that the Relevant Authority is carrying out to Non-Household Customers in the affected area and advise the Retailer accordingly.

Where it is appropriate to do so, the Relevant Authority and the Retailer shall communicate directly to clarify which Non-Household Customers each person is communicating with and the messages being communicated. This shall be arranged via the Wholesaler in the first instance.

Where it is identified that specialist communications are required with individual Non-Household Customers, for example, the use of water for specific manufacturing processes, the Wholesaler shall ask the Relevant Authority to inform it and it shall then inform the Retailer of:

- the content of the messages;
- which organisation shall communicate with the Non-Household Customer;
- the contact details; and
- by when the communications are to be carried out.

The Wholesaler shall assist in the communications of technical, scientific or media advice if requested to do so by the Relevant Authority.

#### **Step 4**

##### **Continuation of arrangements**

Subject to any alternative arrangements which it is necessary for the Wholesaler to make, the requirements within this process or in any of the Wholesaler's applicable incident control plans shall apply at the outset of an incident and for the duration of the incident including during the arrangements to lift the restriction.

The Retailer shall follow any reasonable instructions from the Wholesaler in relation to when any restriction can be lifted.

##### **Process review**

Incident control plans and the application of this Process E4 shall be reviewed by the Wholesaler and the Retailer as often as appropriate in proportion to the assessment of the risk and after a significant drinking water quality incident and they may seek to engage with the Drinking Water Inspectorate and any other Relevant Authority when doing so. The Wholesaler and the Retailer may propose any change they consider appropriate to this Process E4 by making a Change Proposal and, through consultation with other Retailers and others, the Wholesaler may make any changes it considers necessary to its incident control plans.

The Retailer shall co-operate with any investigation which the Wholesaler or any other Relevant Authority conducts into the event or incident.

If the Wholesaler identifies any lessons learnt in relation to an event or incident which may be relevant to the Retailer or its Non-Household Customer, it shall inform the Retailer of those lessons learnt.

## **Process E5 – Sewer Flooding and Other Public Health Risks such as pollution incidents or unconsented Trade Effluent discharges**

**(Equivalent to Scottish Operational Code Process 24)**

### **Purpose and scope of Process E5:**

This process sets out how the Wholesaler and Retailer shall engage with each other in relation to any Sewer Flooding or Other Public Health Risk, for example any unconsented Trade Effluent discharges or pollutions of water which were not made under any applicable Environmental Permit, including in relation to the rectification of such events or incidents.

This process may be preceded by all or part of Process E3 or used instead of that process where the Wholesaler considers it appropriate to do so.

The Wholesaler is responsible for developing and issuing communications in relation to such events or incidents, including with Non-Household Customers. To support the Wholesaler in

doing that, the Retailer shall follow any reasonable instructions the Wholesaler gives it in relation to communication with its Non-Household Customers in addition or as an alternative to any of the steps set out in this process. The Retailer shall also follow any reasonable requirements set out in any management plan developed by the Wholesaler, such as those developed under heading D (Management plans for unplanned events and incidents, including flooding) of this part E (Unplanned events and incidents).

If the incident or matter in question is an Other Public Health Risk which involves water being present in gas pipes, the Wholesaler may be required to follow the instructions of another responsible party, for example the relevant gas supplier, in which case the Wholesaler will need to take such steps and actions as are required by those instructions, which may not always be consistent with this process.

Throughout this process and the management or clean-up of any event or incident, the Wholesaler shall notify and otherwise engage with the Environment Agency or any other Relevant Authority as required. Wherever necessary or appropriate that notification and engagement shall start at an early stage of any actual or potential event or incident.

The Retailer and the Wholesaler shall, at all times, co-operate with each other to help avoid, manage and remedy any Sewer Flooding or Other Public Health Risks such as pollution incidents and unconsented Trade Effluent discharges.

## Process:

### Step 1

The Wholesaler may receive information indicating Sewer Flooding or Other Public Health Risks such as pollution incidents or unconsented Trade Effluent discharges either through its own monitoring, from a Relevant Authority such as the Environment Agency or as a result of information given to it by through the twenty-four (24) hour contact arrangements described under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents).

It is expected that the Wholesaler shall have made it a requirement of any Trade Effluent Consent that a Non-Household Customer should contact the Wholesaler immediately upon becoming aware of any incident or circumstance which may give rise to an unconsented Trade Effluent discharge. However, if the Retailer becomes aware of any incident or circumstance which may give rise to an unconsented Trade Effluent discharge it shall inform the Wholesaler immediately.

### Step 2

The Wholesaler shall review the information received and investigate the actual or potential event or incident as necessary to determine the cause of the event or incident.

The Wholesaler may exercise any power of investigation it has and/or request more information from the Retailer. In particular the Wholesaler may contact the Retailer's Non-Household Customer directly or may ask the Retailer to do so (whether or not the Retailer had previously reported the unplanned change to the Wholesaler). If the Wholesaler discovers that the cause of any event or incident can be traced to one of the Retailer's Non-Household Customers, then in addition to taking any steps to manage or remedy the event or incident,

the Wholesaler shall inform the Retailer directly within **two (2)** Business Days of having traced the cause to one of the Retailer's Non-Household Customers.

The Wholesaler shall also inform and co-operate with the Relevant Authorities if it suspects or has evidence of an environmental impact wherever it is necessary or appropriate to do so.

If the Wholesaler asks the Retailer to contact its Non-Household Customer immediately it shall do so and relay any information it receives back to the Wholesaler when it receives it.

### **Step 3**

Whether or not it has identified the source of any Sewer Flooding or Other Public Health Risk, the Wholesaler may invoke any management plan it has prepared, such as those described under heading D (Management plans for unplanned events and incidents, including flooding) of this part E (Unplanned events and incidents) or any other plan it maintains for the protection of its own Network (including treatment works) and staff.

Whether or not specific provision on communication is included within those plans, the Wholesaler shall ensure that it provides and continues to provide the Retailer with the information it needs to respond effectively to any enquiries from its Non-Household Customers or other stakeholders, in relation to the Sewer Flooding or Other Public Health Risk. If reasonably requested by the Wholesaler, the Retailer shall support the management of any event or incident through communications with its Non-Household Customer, following any script or other instruction from the Wholesaler.

### **Step 4**

The Wholesaler shall inform and co-operate with Relevant Authorities such as the Environment Agency, a Local Authority Environmental Health Department and/or any local resilience forum.

### **Step 5**

If the Wholesaler determines that the event or incident has been caused by the action or inaction of one of the Retailer's Non-Household Customers:

- the Wholesaler shall contact the Non-Household Customer directly to notify them of required remedial actions to cease the Sewer Flooding or Other Public Health Risk and to prevent its re-occurrence. The Wholesaler may make agreements with the Non-Household Customer as to the steps and the timetable for actions to be carried out; and
- the Wholesaler shall copy any notice or correspondence with the Non-Household Customer to the Retailer and shall otherwise inform the Retailer of the remedial action required within **two (2)** Business Days of informing the Non-Household Customer.

Additionally, the Wholesaler may choose to take action, including any appropriate enforcement action, directly against the Non-Household Customer.

### **Step 6**

The Wholesaler shall take such action as is required of it following the event or incident and otherwise to restore Water Services and/or Sewerage Services.

The Wholesaler may develop a plan for such clean-up and restoration and, if it does so, it shall send the Retailer all or any relevant part of that plan.

### **Step 7**

The Retailer shall co-operate with any investigation which the Wholesaler or any other Relevant Authority conducts into the event or incident, including providing any information it may have which is not accessible by the Wholesaler, such as any additional Trade Effluent sampling results.

If the Wholesaler identifies any lessons learnt in relation to an event or incident which may be relevant to the Retailer or its Non-Household Customer, it shall inform the Retailer of those lessons learnt.

## **Process E6 – Droughts, dry weather conditions and other circumstances which give rise to water shortages**

### **Purpose and scope of Process E6:**

The Wholesaler is required to develop and maintain long term drought plans as described under heading D (Management plans for unplanned events and incidents, including flooding) of this part E (Unplanned events and incidents). This process sets out operational arrangements which the Wholesaler and Retailer shall follow in relation to specific drought or dry weather events whose management is not set out in detail within those long term drought plans.

Throughout this process and the management of any drought or dry weather conditions, the Wholesaler shall engage with the Environment Agency or any other Relevant Authority as required.

Wherever the Wholesaler is required to make a payment in respect of any interruption to water supplies as a result of a restriction authorised by a drought order, it shall do so in accordance with the Business Terms.

At all times, the Wholesaler and the Retailer shall also act in accordance with their general duty to promote the efficient use of water under section 93A of the Water Industry Act 1991.

### **Process:**

#### **Step 1**

The Wholesaler and Retailer may agree to follow any industry guidance or other code of practice regarding communications, including with Non-Household Customers, in relation to drought or other dry weather conditions.

#### **Step 2**

Whether or not they are following any such guidance or code of practice, the Wholesaler shall inform the Retailer:

- when it considers a drought or dry weather conditions to be developing or escalating; and



- when it is giving particular consideration to any restriction on or reduction in Water Services.

The Wholesaler shall also confirm to the Retailer:

- the process by which it intends to manage that drought or dry weather conditions, including any lines of communication or planned discussions in relation to a potential restriction on or reduction in Water Services; and
- any reasonable message it wishes the Retailer to convey to its Non-Household Customers and the Retailer shall convey such message.

### Step 3

In so far as it is able, the Wholesaler shall respond to any reasonable question the Retailer reasonably asks in respect of such plan or message and the Wholesaler shall consider any information or representation which the Retailer makes in respect of it.

### Step 4

The Retailer shall follow any reasonable instructions the Wholesaler gives it in relation to a drought or dry weather event, for example by asking its Non-Household Customers to reduce their demand for water. The Wholesaler shall provide any information available to it that is reasonably requested by the Retailer in relation to such instructions.

### Step 5

If the Wholesaler intends to issue a temporary ban on use under section 76 of the Water Industry Act 1991 which may be relevant to the Retailer's Non-Household Customer's activities, or to seek any drought order or permit, it shall consult with the Retailer.

If the Wholesaler does issue any such ban or obtain any such order or permit, it shall inform the Retailer and keep it informed of any change to the terms of such ban, order or permit.

### Step 6

If the Retailer becomes aware of any of its Non-Household Customers breaching the terms of any temporary ban or drought order, it shall inform the Wholesaler within **one (1) Business Day**.

### Step 7

The Wholesaler shall inform the Retailer whenever it considers a drought or other dry weather event to be subsiding and when any temporary ban, order or permit has been lifted.

## Process E7 – Emergencies (i.e. civil emergencies or national security events)

Purpose and scope of Process E7:



This process sets out the operational arrangements that apply in relation to Emergencies and covers the requirements for planning for and responding to emergencies as defined by the Security and Emergencies Measures Direction (SEMD) and guidance issued in relation to them.

In following this process and otherwise, the Wholesaler shall maintain the responsibility for managing the distribution of alternative water supplies in accordance with the requirements of the SEMD.

Nothing in these Operational Terms affects the obligations which the SEMD and associated guidance place on the Wholesaler, including the obligation on the Wholesaler to give priority to the domestic needs of certain Eligible Premises such as hospitals and schools and to have regard to the needs of non-domestic as well as domestic users.

## Process:

### Emergency Planning

#### Step 1

In accordance with the Security and Emergency Measures Direction the Wholesaler is required to keep emergency plans which include detailed arrangements for provision of alternative water supplies in the event of disruption.

The Retailer shall provide the Wholesaler with such assistance or information including the provision of Non-Household Customer contact details as it may reasonably require in order to develop or keep such plans up-to-date.

In particular, the Retailer shall keep information about which of its Non-Household Customers are Sensitive Customers (i.e. which are vulnerable for the purposes of the SEMD) up-to-date with the Market Operator in accordance with the Market Terms.

If the Wholesaler develops any particular emergency plan in relation to the Retailer's Non-Household Customers, then it shall inform the Retailer of the relevant parts of such plan.

#### Step 2

The Wholesaler shall co-ordinate as appropriate the testing of its emergency plans, including the Retailer as appropriate and the Retailer shall co-operate with that testing.

### Notification of an Emergency

#### Step 3

In accordance with the twenty-four (24) hour contact arrangements described under heading C (24 hour contact arrangements) to this part E (Unplanned events and incidents), if the Retailer finds or receives information which may relate to an unplanned change in Water Services and/or Sewerage Services, including a Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, it shall inform the Wholesaler immediately. These instances may indicate an issue with supply or emerging Emergency situation.

Similarly, Wholesalers may be contacted directly by a Non-Household Customer of a Retailer notifying them of a suspected supply or water quality incident. The Wholesaler is expected to act on such information.

## **Responding to an Emergency**

### **Step 4**

The Wholesaler shall manage an Emergency in line with any emergency plan it has prepared and its obligations under the Security and Emergency Measures Direction. This may include contacting the Retailer's Non-Household Customer directly either to issue instructions or provide information or advice.

During an Emergency response there may be circumstances that require on-going communication between the Non-Household Customer, Retailer and the Wholesaler. The Wholesaler and Retailer shall follow the arrangements set out under heading C (24 hour contact arrangements) of this part E (Unplanned events and incidents) in relation to twenty-four (24) hour contact arrangements.

The Retailer should be available to assist the Wholesaler in responding to any Emergencies. In particular, the Retailer shall assist the Wholesaler in communicating with Non-Household Customers in relation to Emergencies and may be directed by the Secretary of State to take other steps.

If the Wholesaler asks it to, the Retailer shall pass information to its Non-Household Customer and/or respond to enquiries following a specified script. Also if the Wholesaler asks it to, the Retailer shall seek further information from its Non-Household Customer and pass it to the Wholesaler. This may include but not be limited to further information on new or existing vulnerable customers who may need to be prioritised in an Emergency.

### **Step 5**

Throughout any Emergency, the Wholesaler shall continue to update both the publicly available information as well as the information specific to Non-Household Customers provided to the Retailer.

### **Step 6**

During an Emergency it may be helpful for Wholesalers and Retailers to each nominate a designated contact officer to ensure the timely flow of information.

In managing an Emergency, the Wholesaler may reasonably require the Retailer to:

- ask its Non-Household Customers generally to reduce their demand for Water Services and/or Sewerage Services; or
- carry out such other steps as are documented in the Wholesaler's emergency plans,

and the Retailer shall take such steps.

### **Step 7**

The Wholesaler shall notify the Retailer when the Emergency has come to an end.

**Step 8**

If the Wholesaler identifies any lessons learnt in relation to the Emergency which may be relevant to the Retailer or its Non-Household Customer, it shall inform the Retailer of those lessons learnt.

# Part F: Monitoring, investigations, complaints and enquiries

## A. General introduction

Part F (Monitoring, investigations, complaints and enquiries) sets out processes for the interaction between the Wholesaler, the Retailer and the Retailer's Non-Household Customers, including processes to be followed in relation to visits to Eligible Premises for monitoring or investigation purposes at heading B (Wholesaler visits to Eligible Premises for monitoring or investigation purposes) below.

Part F (Monitoring, investigations, complaints and enquiries) also sets out the processes to be followed in relation to planned visits not covered in other parts, as well as processes to be followed when enquiries or complaints are received from Non-Household Customers.

This part F does not apply to any enquiries, monitoring or other visits relating to Trade Effluent as these are covered by part G (Trade Effluent). Complaints relating to Trade Effluent are included in this part F in Process F5.

The processes within this part F (Monitoring, investigations, complaints and enquiries) are:

| Number | Process  |
|--------|--|
| F1     | Unannounced and/or unplanned visits to Eligible Premises e.g. to conduct water sampling or to monitor compliance with the Water Fittings Regulations |
| F2     | Announced planned visits to Eligible Premises e.g. to monitor compliance with the Water Fittings Regulations   |
| F3     | Visits by the Wholesaler to Eligible Premises not covered by the other processes   |
| F4     | Non-Household Customer enquiries   |
| F5     | Non-Household Customer complaints  |
| F6     | Water Fittings Regulations enquiries and notifications   |

Other processes in these Operational Terms may require site visits in order to fulfil the requirements of the processes, and the steps to be followed are set out accordingly. Where there is no such provision, Process F3 should be followed.

To the extent that the Wholesaler, in carrying out any planned or unplanned visits to Eligible Premises, is exercising any power of entry, the Wholesaler shall comply with all applicable Law, including any statutory timescales, in relation to any notices which require to be served on, or provided to, the Non-Household Customer.

## **B. Wholesaler visits to Eligible Premises for monitoring or investigation purposes**

The Wholesaler may exercise any statutory power, including those under section 75 of the Water Industry Act 1991, and carry out visits to Eligible Premises for taking water samples for monitoring purposes or for conducting inspections in respect of the Water Fittings Regulations. It is sometimes the case that Non-Household Customers should not be given advance notice of such visits.

When the Wholesaler conducts such a visit to an Eligible Premises Registered to the Retailer, it shall use:

- Process F1 for unplanned visits (those which cannot be planned two (2) or more Business Days in advance), or planned visits where the Non-Household Customers are not to be given advance notice of such visits; and
- Process F2 for planned visits (those which can be planned two (2) or more Business Days in advance) where the Non-Household Customers are to be given advance notice of such visits.

## **C. Non-Household Customer Complaints**

The Retailer shall, on a standing basis, provide information to its Non-Household Customers regarding the Consumer Council for Water (CCW), including current contact details, to ensure that its Non-Household Customers are made aware of the function of CCW and their rights to refer complaints to it. Non-Household Customers shall also be informed by the Retailer that any complaint may be referred by CCW for determination to an alternative dispute resolution service (e.g. the Water Redress Scheme (WATRS)).

## **Process F1 - Unannounced and/or unplanned visits to Eligible Premises e.g. to conduct water sampling or to monitor compliance with the Water Fittings Regulations**

Purpose and scope of Process F1:

This process sets out the operational arrangements which will apply where the Wholesaler is required to make an unplanned visit to an Eligible Premises, i.e. one which cannot be planned **two (2)** or more Business Days in advance, or the Non-Household Customer is not to be given advance notice of the visit. Such visits may be required for various reasons including monitoring or investigating compliance with the Water Supply (Water Quality) Regulations 2000, the Water Fittings Regulations or any other applicable Law, or to prevent unnecessary wastage of water.

## Process:

### Step 1

The Wholesaler shall make the visit without prior arrangement and the Wholesaler may take any action that it is empowered to and considers appropriate, including issuing any waste of water notice.

### Step 2

Other than in the case of a visit to undertake standard water sampling, the Wholesaler will inform the Retailer of the visit within **two (2)** Business Days of the visit having taken place.

### Step 3

For all visits (including visits to undertake standard water sampling), the Wholesaler shall provide to the Retailer a copy of any enforcement notice or other notice or correspondence issued to or served on the Non-Household Customer, within **two (2)** Business Days of the enforcement notice or other notice or correspondence being issued to or served on the Non-Household Customer.

## Process F2 - Announced planned visits to Eligible Premises e.g. to monitor compliance with the Water Fittings Regulations

(Equivalent to Scottish Operational Code Process 6)

### Purpose and scope of Process F2:

This process sets out the operational arrangements which apply where the Wholesaler requires to visit an Eligible Premises to monitor or investigate compliance with the Water Supply (Water Quality) Regulations 2000, the Water Fittings Regulations or any other applicable Law or to investigate any wastage of water and such visits can be planned **two (2)** Business Days or more in advance. Such visits may be required in various circumstances and unless specific steps for arranging a planned visit have been set out within any other particular process, this process should be used to arrange that visit.

## Process

### Step 1

The Wholesaler shall arrange the visit directly with the Non-Household Customer and shall provide the Retailer with not less than **two (2)** Business Days' advance notice of when the visit is taking place.

### Step 2

The visit is undertaken by the Wholesaler and the Wholesaler may take any action that it is empowered to and considers appropriate, including issuing any waste of water notice.

The Retailer may be present at the time of the planned visit.

### Step 3

The Wholesaler shall provide to the Retailer a copy of any enforcement notice or other notice or correspondence issued to or served on the Non-Household Customer within **two (2)** Business Days of the enforcement notice or other notice or correspondence being issued to or served on the Non-Household Customer.

## Process F3 – Visits by the Wholesaler to Eligible Premises not covered by other processes

### Purpose and scope of Process F3:

This process sets out the operational arrangements to be followed where the Wholesaler needs to make a visit to an Eligible Premises, in cases where advanced notice of the visit does not need to be kept confidential from the Non-Household Customer and such a visit is not already provided for under Process F1, Process F2 or any other process in these Operational Terms.

### Process:

#### Step 1

Where the Wholesaler can plan a visit to an Eligible Premises more than **two (2)** Business Days in advance, and the operational arrangements for such a visit are not covered elsewhere in these Operational Terms, the Wholesaler shall inform the Retailer of the need for a visit and arrange the visit through the Retailer.

#### Step 2

The Retailer may ask the Wholesaler to contact, or agree to the Wholesaler contacting, the Non-Household Customer directly to arrange the visit. If the Wholesaler agrees, the Wholesaler shall contact the Non-Household Customer directly to arrange the visit and inform the Retailer as to when the visit shall take place.

#### Step 3

The Wholesaler shall undertake the visit.

#### Step 4

Following the visit, the Wholesaler shall provide a copy of any report or notice on its findings to the Retailer, at the same time that the report or notice is issued to the Non-Household Customer, and confirm if any further visits or action are required as soon as reasonably practicable.

## Process F4 – Non-Household Customer enquiries

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the F4 process steps set out in OSD 0707 (Bilateral Processes for Part F – Monitoring, investigations, complaints and enquiries).

## Process F5 – Non-Household Customer complaints

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the F5 process steps set out in OSD 0707 (Bilateral Processes for Part F – Monitoring, investigations, complaints and enquiries).

## Process F6 – Water Fittings Regulations enquiries and notifications

(Equivalent to Scottish Operational Code Processes 16)

### Purpose and scope of Process F6:

This process states what the Wholesaler or the Retailer should do on receipt of an enquiry in relation to the content, monitoring, assessment or enforcement of the Water Fittings Regulations or equivalent in order to provide information to Non-Household Customers to help ensure compliance. This process also states what the Retailer should do if it receives a notification under the Water Fittings Regulations seeking consent from the Wholesaler for a proposed installation of a water fitting.

The Retailer shall inform its Non-Household Customers that they are responsible for compliance with the Water Fittings Regulations.

### Process:

#### A: Enquiries received by the Wholesaler

##### Step 1

When the Wholesaler receives an enquiry relating to the:

- content; or
- monitoring; or
- assessment; or
- enforcement,

of the Water Fittings Regulations from the Retailer or a Non-Household Customer, the Wholesaler shall make a substantive response within **ten (10)** Business Days of its receipt, sending a copy of the response to the Retailer where the enquiry came directly from one of its Non-Household Customers.

##### Step 2



When the Wholesaler receives any other enquiry from the Retailer's Non-Household Customer, it shall, without delay, re-direct the Non-Household Customer to the Retailer.

## B: Enquiries received by the Retailer

When the Retailer receives an enquiry relating to the Water Fitting Regulations from its Non-Household Customer, the Retailer shall either:

- respond to the enquiry itself (provided that the enquiry does not relate to enforcement of the Water Fittings Regulations); or
- refer the enquiry to the Wholesaler as soon as is reasonably practicable, in which case Process F6.A above shall apply.

## C: Water Fittings Regulations notifications

### Step 1

When the Retailer receives any notification under the Water Fittings Regulations from a Non-Household Customer seeking consent from the Wholesaler for a proposed installation of a water fitting, it shall forward the notification to the Wholesaler within **one (1)** Business Day of receiving the notification.

### Step 2

The Retailer shall also advise the Non-Household Customer that it has re-directed the notification to the Wholesaler, including who it addressed it to, the date on which it forwarded the notification and how it was sent to the Wholesaler (e.g. by post or email).

# Part G: Trade Effluent

## A. General introduction

Part G (Trade Effluent) sets out the processes to be followed by the Wholesaler and the Retailer in relation to the application and modification of Trade Effluent Consents (including temporary or time limited Trade Effluent Consents, letters of authorisation and consents in relation to low risk discharges), monitoring Trade Effluent discharges, or the discontinuation or termination of Trade Effluent Consents. For these purposes a discontinuation of a Trade Effluent Consent means a temporary suspension of the consent (which may be for an unlimited period).

Any application for re-activation of a discontinued Trade Effluent Consent, together with any application for a new Trade Effluent Consent, will be subject to approval by the Wholesaler (which may be given subject to conditions) in accordance with Process G2 (Merged) below.

This part G (Trade Effluent) also sets out the process for dealing with Trade Effluent enquiries. For notification and management of unconsented discharges and other Trade Effluent pollution incidents, part E (Unplanned events and incidents) will apply.

The processes within this part G (Trade Effluent) are:

| Number         | Process  |
|----------------|--|
| G1             | Trade Effluent enquiries   |
| G2<br>(Merged) | Trade Effluent Consents  |
| G3             | Variation of Trade Effluent Consents [no longer in use, merged with G2]      |
| G4             | Trade Effluent monitoring  |
| G5             | Discontinuation of Trade Effluent Consent [no longer in use, merged with G2] |
| G6             | Termination of Trade Effluent Consent [no longer in use, merged with G2]     |

## B. Referrals to other agencies

In some circumstances, the Wholesaler may be required to refer Trade Effluent matters to appropriate agencies, such as the Environment Agency or the Natural Resources Wales and/or keep them informed of Trade Effluent matters. In those cases the Wholesaler should follow any processes and communication protocols agreed between it and those appropriate agencies. The Wholesaler must also inform the Retailer where they have made such a referral within two (2) Business Days and shall provide the Retailer with any information with respect to the referral that the Retailer reasonably requests. The existing enforcement and communication provisions shall be otherwise unaffected.

## C. References to legislation

A reference to a statute, statutory provision or any subordinate legislation shall, unless otherwise stated, be construed in accordance with paragraph 1.1.10 of part B (Definitions and interpretation) of Schedule 1 Part 1 (Objectives, Principles and Definitions) of the Wholesale Contract.

### Process G1 – Trade Effluent enquiries

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the G1 process steps set out in OSD 0708 (Bilateral Processes for Part G – Trade Effluent).

### Process G2 (Merged) – Trade Effluent Consents

This process shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the G2 process steps set out in OSD 0708 (Bilateral Processes for Part G – Trade Effluent).

### Process G3 – Variation of Trade Effluent Consents

This process has been merged with G2 and shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the G2 process steps set out in OSD 0708 (Bilateral Processes for Part G – Trade Effluent).

### Process G4 – Trade Effluent monitoring

(Equivalent to Scottish Operational Code Process 23)

#### Purpose and scope of Process G4:

The Wholesaler shall monitor Trade Effluent discharges within its Area, in particular through routine and non-routine sampling of Trade Effluent.

This process sets out the operational arrangements for this monitoring process where the Wholesaler carries out all sampling, whether routine or non-routine.

Additionally, the Wholesaler may require the Non-Household Customer to provide it with specific information (for example, under section 204 of the Water Industry Act 1991). Whenever it does so it shall copy the request and any reply it makes to the Retailer.

Nothing in these Operational Terms require the Wholesaler to give the Retailer or its Non-Household Customer advance notice of any Trade Effluent monitoring visit or any action in relation to investigation or enforcement of a Trade Effluent Consent.

## Process:

### A: Routine sampling visits

#### Step 1

Visits by the Wholesaler for the purposes of taking samples shall normally be arranged at various times to provide representative Trade Effluent samples. The frequency of visits by the Wholesaler shall be dependent upon various factors including the nature and volume of the Trade Effluent, and the Non-Household Customer's compliance record with the Trade Effluent Consent.

#### Step 2

The Wholesaler may make arrangements for automated sampling and monitoring, and for recording such data remotely in accordance with the Trade Effluent Consent.

#### Step 3

The Wholesaler shall provide the Retailer and its Non-Household Customer with the sample results in respect of any samples obtained within **one (1)** Business Day of the full sample results being available to it.

#### Step 4

Where there are any changes to the Trade Effluent operational parameters which are required to be notified to the Market Operator, the Wholesaler shall update the Market Operator within **two (2)** Business Days of confirming the change, in accordance with the Market Terms.

### B: Non-routine sampling visits

#### Step 1

If the Wholesaler has reasonable grounds to suspect non-compliance with a Trade Effluent Consent (including any failure to provide a safe sampling point where that is a condition of the Trade Effluent Consent), the Wholesaler may make a non-routine visit to the Eligible Premises to collect samples and monitor discharges.

#### Step 2

The Wholesaler shall provide the Retailer and its Non-Household Customer with the results of any samples obtained within **one (1)** Business Day of the full sample results being available and shall inform the Non-Household Customer if any follow up action is required. In particular, the Wholesaler shall copy any notice or correspondence with the Non-Household Customer to the Retailer and shall otherwise inform the Retailer of any follow up action that is required within **two (2)** Business Days of informing the Non-Household Customer.

#### Step 3

Where there are any changes to the Trade Effluent operational parameters, the Wholesaler shall update the Market Operator within **two (2)** Business Days of confirming the change, in accordance with the Market Terms.

## **Process G5 – Discontinuation of Trade Effluent Consent**

This process has been merged with G2 and shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the G2 process steps set out in OSD 0708 (Bilateral Processes for Part G – Trade Effluent).

## Process G6 – Termination of Trade Effluent Consent

This process has been merged with G2 and shall be performed through the Bilateral Hub. Trading Parties shall comply with the Common Processes set out in OSD 0701 (Bilateral Common Processes) and the G2 process steps set out in OSD 0708 (Bilateral Processes for Part G – Trade Effluent).

# Part H: Allowances, assessment requests and applications

## General introduction

Part H (Allowances, assessment requests and applications) sets out the processes that the Wholesaler and the Retailer shall follow when the Retailer wishes to apply for an allowance or Volumetric Adjustment in respect of a Wholesale Charge (for example in respect of leaks or bursts), a Contribution Offer in respect of installing a meter at an Unmeasured or Assessed Service Component at a Supply Point, review of charges in respect of an Assessed Supply Point or for a Gap Site or Vacancy Incentive Scheme Payment.

This part H (Allowances, assessment requests and incentive applications) also includes the processes by which the Wholesaler or the Retailer may make or apply for a change in the Tariff applied to any of its Non-Household Customer's Service Components.

The processes within this part H (Allowances, assessment requests and applications) are as follows:

| Number | Process  |
|--------|--|
| H1     | Application for an allowance and/or Volumetric Adjustment or Wholesaler notice of review and/or change of allowance  |
| H2     | Application for a Contribution Offer in respect of installing a meter at an Unmeasured or Assessed Service Component |
| H3     | Review of charges at Unmeasured or Assessed Supply Points  |
| H4     | Wholesaler notice of change in Tariff applied to a Service Component   |
| H5     | Retailer application for change in Tariff applied to a Service Component   |
| H6     | [NOT IN USE]   |
| H7     | Application for Vacancy Incentive Scheme Payment   |

## Process H1 – Application for an allowance and/or volumetric adjustment or Wholesaler notice of review and/or change of allowance

(Equivalent to Scottish Operational Code Process 26, 26A and 27)

### Purpose and scope of Process H1:

The Wholesaler may provide for allowances and/or Volumetric Adjustments to be available in different circumstances, for example:

- water for fire fighting purposes, or
- bursts or leaks; or
- the outcome of meter accuracy investigations or following the replacement of a faulty meter; or
- to reflect changes in the volumes returned to sewer; or
- to reflect changes in an allowance applied in respect of a Trade Effluent Consent; or
- to reflect changes in area draining to the Sewerage System; or
- other circumstances.

Part A of this Process applies where the Retailer wishes to claim an allowance and/or Volumetric Adjustment from the Wholesaler. The relevant Form to use for this Process is Form H/01 (Request for an allowance to wholesale charges and/or a volumetric adjustment). Separate applications are required for:

- Water Services; and
- Sewerage Services and Trade Effluent.

This process shall also be followed for any Charge Adjustment, but using the relevant application form for the Wholesaler, as published, instead of Form H/01.

The Wholesaler may also review any existing allowance(s) and/or change any allowance(s) which are applied to any of the Service Components associated with a Supply Point Registered to the Retailer, for example in relation to the Return to Sewer allowance or allowances associated with a Trade Effluent Consent or the area draining at an Eligible Premises. Part B of this Process applies where the Wholesaler notifies the Retailer that it intends to review and/or change any allowance(s) to be applied.

## Part A: where the Retailer wishes to claim any allowance(s) and/or Volumetric Adjustment from the Wholesaler

### Process:

#### Step 1

The Retailer shall submit a Form H/01 to the Wholesaler and shall submit a separate Form in respect of any claim for any water allowance(s) or Volumetric Adjustment, and for any claim for any sewerage allowance(s), in relation to a particular Service Component at a Supply Point.

#### Step 2

Within **twenty (20)** Business Days of its receipt of a Form H/01, the Wholesaler shall notify the Retailer whether:

- it accepts the application; or
- it needs further information from the Retailer or the Non-Household Customer together with details of the further information requested; or
- it needs to visit the Eligible Premises to verify information; or
- it rejects the application, providing an explanation of why it is rejected; or
- it considers an alternative allowance should apply or that it considers the Retailer to have incorrectly calculated the amount of the applicable allowance(s), together with reasons and details of that alternative allowance or value.

#### Step 3

If the Wholesaler has requested further information from the Retailer, when the Retailer has provided that further information by resubmitting the Form H/01 and/or providing such additional information as reasonably requested, the Wholesaler shall repeat Step 2 above.

If the Wholesaler needs to visit the Eligible Premises then the Wholesaler shall arrange such a visit through the Retailer or directly with the Non-Household Customer with the Retailer's consent.

#### Step 4

Within **twenty (20)** Business Days of receipt of the materially complete Form H/01, the Wholesaler shall advise the Retailer whether or not any allowance(s) is or are due.

#### Step 5

Within **two (2)** Business Days of notifying the Retailer of any allowance(s) due, the Wholesaler shall notify the Market Operator of the fact and the details of the allowance(s) in accordance with the Market Terms.



## Part B: where the Wholesaler notifies the Retailer of a review of or change to any allowance(s)

### Process:

The Wholesaler may notify the Retailer either of its intention to review, with information from the Retailer and/or a site visit, the existing allowances applied to any Service Component at a Supply Point to which the Retailer is Registered, or to make a change to those allowances without requiring information from the Retailer or a site visit. If the Wholesaler intends to review the existing allowances with information from the Retailer and/or a site visit with a view to potentially changing those allowances all of the Steps of the Process below shall apply. If the Wholesaler intends to change the allowances, without requiring information from the Retailer or a site visit, only Steps 4 to 8 shall apply.

#### Step 1

The Wholesaler shall request the Retailer to provide relevant and appropriate information to allow an evaluation of whether any existing allowances applied to any Service Component(s) at any Supply Point(s) are appropriate. The Retailer must supply the information requested within **twenty (20)** Business Days of the date of its receipt of the Wholesaler's request.

#### Step 2

If no such information is received from the Retailer within those **twenty (20)** Business Days or, having received the information, the Wholesaler believes there are reasonable grounds for conducting a site visit, the Wholesaler shall, arranged either via the Retailer or directly with the Non-Household Customer with the Retailer's consent, undertake a site visit. The Wholesaler shall notify the Retailer in writing of the reasonable grounds.

#### Step 3

If, following receipt of the information required under Step 2 from the Retailer and/or following a site visit, the Wholesaler believes that a change to the existing allowances is required, the Wholesaler shall determine the correct allowances for the Service Component(s) at the Supply Point(s) which, for the avoidance of doubt, may be the allowance which applied at the start of this Process, in which case the Wholesaler shall notify the Retailer and this Process shall end.

If the Wholesaler determines that the correct allowances to be applied at a Service Component require a change to the existing allowances, then Step 4 onwards of this Process shall apply.

#### Step 4

The Wholesaler shall notify the Retailer of its intention to change the allowances available to any Service Component at a Supply Point to which the Retailer is Registered together with its reasons for doing so, at least **twenty (20)** Business Days in advance of its planned notification to the Market Operator.

#### Step 5

The Retailer may challenge the Wholesaler's notice, providing its reason for the challenge and any additional information within **ten (10)** Business Days of its receipt of the notification from the Wholesaler under Step 4.

## Step 6

If the Retailer does not challenge the Wholesaler's notice within the time period specified in Step 5, the Wholesaler shall notify the Market Operator of the change in allowances to be applied in respect of a Service Component in a timely way to achieve the Effective From Date and, in any event, no later than **two (2)** Business Days from the Effective From Date, in accordance with the Market Terms.

In any event, if the Retailer agrees to the proposed change in allowances, the Wholesaler may notify the Market Operator in accordance with the Market Terms before the end of the time period specified in Step 5.

## Step 7

Where the Retailer challenges the Wholesaler's notice within the time period specified in Step 5, the Wholesaler shall, within **eight (8)** Business Days of its receipt of that challenge from the Retailer, notify the Retailer:

- that the Wholesaler shall change the allowance(s) to be applied to the Service Component(s) as it originally notified; or
- of any different change which the Wholesaler will make to the allowance(s) to be applied to the Service Component(s); or
- that the Wholesaler shall not change the allowance(s) applied to the Service Component(s).

## Step 8

If and when the Wholesaler decides that it shall change the allowance(s) to be applied to any Service Component(s) at any Supply Point(s) to which the Retailer is Registered, it shall notify the Market Operator of the change in allowances and shall do so in a timely way following its notification to the Retailer under Step 4, and in any event, no later than **two (2)** Business Days from the Effective From Date, in accordance with the Market Terms.

## Process H2 – Application for a Contribution Offer in respect of installing a meter at an Unmeasured or Assessed Service Component

(Equivalent to Scottish Operational Code Process 27A)

### Purpose and scope of Process H2:

This process sets out the operational arrangements which apply where the Retailer wishes to have a meter installed in relation to an Eligible Premises which receives Unmeasured or Assessed Water Services and/or Sewerage Services, where it has previously been deemed to be impractical to install a meter, and wishes to request a Contribution Offer from the Wholesaler to assist with any works required to make the installation of a meter at the Eligible Premises practical (consistent with its Wholesale Tariff Document).

To the extent that the Retailer chooses to request an Accredited Entity to install any meter following any Contribution Offer from the Wholesaler under this process, it shall be installed under Process B2. Where the Retailer chooses to request the Wholesaler to install any new meters, it shall follow Process B1.

The relevant Form to use for this process is Form H/02 (Request for a contribution offer for a meter to be installed at an unmeasured supply point).

### **Step 1**

The Retailer shall submit a completed Form H/02 to the Wholesaler.

The Wholesaler shall, within **ten (10)** Business Days of its receipt of a Form H/02, return any Form found to be incomplete or not providing all the necessary information.

### **Step 2**

#### **Re-assessment of practicality or feasibility of meter installation**

On receipt of a materially complete application Form H/02, the Wholesaler may, arranged either via the Retailer or directly with the Non-Household Customer with the Retailer's consent, visit the Eligible Premises to conduct a survey to reassess if a meter can be fitted under the terms of any existing meter installation programme or otherwise.

### **Step 3**

#### **Contribution Offer**

If it is the Wholesaler's policy to make a Contribution Offer towards the costs of work such as changing the internal pipework at the Eligible Premises to allow a meter to be installed, it shall notify the Retailer within **ten (10)** Business Days of its receipt of a materially complete Form H/02 of whether or not it will make a Contribution Offer and if so, provide details of its Contribution Offer it is making to the Retailer. That Contribution Offer may be subject to the Retailer ensuring that any works are carried out in accordance with the Wholesaler's applicable specification, a copy of which shall be made available to the Retailer.

## Step 4

### Contribution Offer acceptance

If the Retailer decides to accept the Contribution Offer and agrees to the terms (the Wholesaler's specification), it shall notify the Wholesaler within **fifteen (15)** Business Days of the date of its receipt of the Contribution Offer under Step 3.

### Contribution Offer rejection

If no response from the Retailer has been received by the Wholesaler within the designated **fifteen (15)** Business Day period, then the Contribution Offer shall be deemed to be rejected and the Wholesaler may proceed to Step 8.

## Step 5

The Retailer shall, within **eighty (80)** Business Days of its acceptance of the Contribution Offer, make arrangements for the required changes to the Eligible Premises' internal pipework to be made and shall notify the Wholesaler that the work is complete.

## Step 6

The meter shall then be fitted following Process B1 or B2, in accordance with the timescales set out in those processes.

## Step 7

Following Step 5, if it is clear that the works at the Eligible Premises have not been completed so as to allow installation, the Wholesaler shall notify the Retailer who shall then have an additional **ten (10)** Business Days from the date of the said notification to arrange for rectification of any problem. If the works at the Eligible Premises are not completed within this additional **ten (10)** Business Days, the Wholesaler shall treat the Contribution Offer as being rejected. If the works are completed then the meter shall be fitted as set out in Step 6.

## Step 8

### Review of charging basis by the Wholesaler

Where the Contribution Offer is not accepted by the Retailer as set out in Step 4 or has been treated as rejected by the Wholesaler as set out in Step 7, the Wholesaler may reassess the Service Components and/or consumption at the Supply Point(s) based on the details supplied on Form H/02 and shall determine any change to a Service Component and/or Tariff applying in respect of the Supply Point.

The Wholesaler shall notify the Retailer of any change to a Service Component and/or Tariff within **two (2)** Business Days of:

- the Retailer having confirmed that it does not accept the offer; or
- no response from the Retailer having been received by the Wholesaler within the designated period as set out in Step 4; or

- the Retailer's failure to complete the works at the Eligible Premises within the additional **ten (10)** Business Days as set out in Step 7, as appropriate.

### Step 9

The Retailer may challenge the Wholesaler's assessment decision within **ten (10)** Business Days from the date of its receipt of the notification referred to in Step 8. If no response is received by the Wholesaler within that **ten (10)** Business Day period, the notified values and Tariff shall be recorded by the Wholesaler, who shall then notify the Market Operator of any new Tariff and/or change of Service Component within **two (2)** Business Days of the expiry of that **ten (10)** Business Day period in accordance with the Market Terms.

If the Retailer challenges the reassessment, it must provide additional evidence to support a re-evaluation of the reassessment within **twenty (20)** Business Days from the date of its receipt of the notification referred to in Step 8.

Following receipt of any additional evidence the Wholesaler shall, within **ten (10)** Business Days of its receipt of the additional evidence, confirm the applicable values and Tariff to the Retailer and notify the Market Operator of any new Tariff and/or change of Service Component within **two (2)** Business Days of providing such notice to the Retailer, in accordance with the Market Terms.

If no additional evidence is provided by the Retailer within the **twenty (20)** Business Day period, the notified Tariff and relevant values shall be recorded by the Wholesaler, who shall then notify the Market Operator of any new Tariff and/or change of Service Component within **two (2)** Business Days of the expiry of the **twenty (20)** Business Day period, in accordance with the Market Terms.

## Process H3 – Review of charges at Unmeasured or Assessed Supply Points

(Equivalent to Scottish Operational Code Process 27A)

### Purpose and scope of Process H3:

This process sets out the operational arrangements which apply:

- where Assessed charges apply in relation to a Supply Point at an Eligible Premises and the Wholesaler wishes to review such charges; or
- where Assessed charges apply in relation to a Supply Point at an Eligible Premises and the Retailer wishes to make an application for a review of such charges, or to notify a change in circumstances at the Eligible Premises; or
- where Unmeasured charges apply at an Eligible Premises and the Retailer wishes to make an application for Assessed charges.

The relevant Form to use for this process is Form H/03 (Request for a review of assessed or unmeasured charges).

## Process:

### A: Review of Unmeasured or Assessed charges by the Wholesaler

#### Step 1

The Wholesaler may review Assessed Water Services and/or Assessed Sewerage Services at each Assessed Supply Point on a periodic basis consistent with its Wholesale Tariff Document to confirm that the criteria on which the reassessment was based remain unchanged.

#### Step 2

The Wholesaler shall request the Retailer to provide up-to-date information on water use and consumption to allow both an evaluation of whether the current assessment for charging is appropriate, and an assessment of the potential for a meter to be installed. The Retailer must supply the information requested within **twenty (20)** Business Days of the date of its receipt of the Wholesaler's request.

#### Step 3

If no such information is received from the Retailer within those **twenty (20)** Business Days or, having received the information, the Wholesaler believes there are reasonable grounds for conducting a site visit, the Wholesaler shall, arranged either via the Retailer or directly with the Non-Household Customer with the Retailer's consent, undertake a site visit. The Wholesaler shall notify the Retailer in writing of the reasonable grounds.

#### Step 4

If, following receipt of the information required under Step 2 from the Retailer and/or following a site visit, the Wholesaler believes that a further assessment is required, the Wholesaler shall determine the correct values and the applicable Tariff (as set out in the Wholesale Tariff Document) for the Supply Point(s).

#### Step 5

The Wholesaler shall notify the Retailer of the correct values and Tariff which shall apply to the Supply Point(s) which, for the avoidance of doubt, may be the Tariff which applied at the start of this process.

#### Step 6

The Retailer may challenge the Wholesaler's reassessment decision, within **ten (10)** Business Days from the date of its receipt of the notification referred to in Step 5. If no response is received by the Wholesaler within that **ten (10)** Business Day period, the notified values and Tariff shall be recorded by the Wholesaler, who shall then notify the Market Operator of any new Tariff and/or change to Service Component within **two (2)** Business Days of the expiry of that **ten (10)** Business Day period, in accordance with the Market Terms.

If the Retailer challenges the assessment, it must provide additional evidence to support a re-evaluation of the reassessment within **twenty (20)** Business Days from the date of its receipt of the notification referred to in Step 5.

Following receipt of any additional evidence, the Wholesaler shall, within **ten (10)** Business Days of its receipt of the additional evidence, confirm the applicable values and Tariff to the Retailer and notify the Market Operator of any new Tariff and/or change of Service Component within **two (2)** Business Days of providing such notice to the Retailer, in accordance with the Market Terms.

If no additional evidence is provided within the **twenty (20)** Business Day period, the notified Tariff and relevant values shall be recorded by the Wholesaler, who shall then notify the Market Operator of any new Tariff and/or change of Service Component within **two (2)** Business Days of the expiry of the **twenty (20)** Business Day period, in accordance with the Market Terms.

## B: Retailer notified change of activity or circumstance where Assessed charges or Unmeasured charges apply

### Step 1

In relation to a Supply Point having Assessed or Unmeasured charges the following circumstances may apply:

- where the Retailer identifies a change of circumstances, activity or tenancy in relation to unmetered Supply Point(s) which are subject to Assessed charges, for example the addition of catering facilities. The Retailer shall submit Form H/03 in relation to the Supply Point(s) at the Non-Household Premises within **thirty (30)** Business Days of the date on which it became aware of the change; or
- following a period of vacancy, the Retailer shall submit Form H/03 with evidence of actual water use and consumption within **thirty (30)** Business Days of the date on which it became aware of the end of the period of vacancy; or
- where Unmeasured charges apply at a Supply Point and the Retailer wishes to apply for Assessed charges, it shall submit a completed Form H/03 to the Wholesaler.

### Step 2

The Wholesaler shall notify the Retailer of the values and Tariff which shall apply to the Supply Point(s) within **ten (10)** Business Days of receipt of the notification. In the case of the Retailer applying for Assessed charges where Unmeasured charges apply at a Supply Point, the Wholesaler may wish to assess if it is possible for a meter to be installed at the Eligible Premises.

### Step 3

The Retailer may challenge the Wholesaler's reassessment decision, within **ten (10)** Business Days from the date of its receipt of the notification referred to in Step 2. If no response is received by the Wholesaler within that **ten (10)** Business Day period the Wholesaler shall notify the Market Operator of any new Tariff and/or change of Service Component **two (2)** Business Days from the expiry of that **ten (10)** Business Day period, in accordance with the Market Terms.



If the Retailer challenges the assessment, it must provide additional evidence to support a re-evaluation of the reassessment within **twenty (20)** Business Days from the date of its receipt of the notification referred to in Step 2.

Following receipt of any additional evidence, the Wholesaler shall, within **ten (10)** Business Days of its receipt of the additional evidence, confirm the applicable values and Tariff to the Retailer and notify the Market Operator of any new Tariff and/or change in Service Component within **two (2)** Business Days of providing such notice to the Retailer, in accordance with the Market Terms.

If no additional evidence is provided by the Retailer within the **twenty (20)** Business Day period, the Wholesaler shall notify the Market Operator of any new Tariff and/or change of Service Component **two (2)** Business Days from the expiry of the **twenty (20)** Business Day period, in accordance with the Market Terms.

## Process H4 – Wholesaler notice of change in Tariff applied to a Service Component

### Purpose and scope of Process H4:

This process sets out how the Wholesaler may change the Tariff applied to any of the Service Components (excluding Trade Effluent Services which are changed in accordance with part G (Trade Effluent)) associated with a Supply Point Registered to the Retailer, for example where the Non-Household Customer's usage profile means it no longer qualifies for its current Tariff.

This process does not apply to any changes in Tariff values within the Wholesaler's Wholesale Tariff Document or to the rectification of errors in the Tariff Registered in respect of any Service Component. Any such changes must be made in accordance with the Market Terms.

### Process:

#### Step 1

The Wholesaler shall notify the Retailer of its intention to change the Tariff applied to any Service Component at a Supply Point to which the Retailer is Registered together with its reasons for doing so, at least **twenty (20)** Business Days in advance of its planned notification to the Market Operator.

#### Step 2

The Retailer may challenge the Wholesaler's notice, providing its reason for the challenge and any additional information within **ten (10)** Business Days of its receipt of the notification from the Wholesaler under Step 1.

#### Step 3

If the Retailer does not challenge the Wholesaler's notice within the time period specified in Step 2, the Wholesaler shall notify the Market Operator of the change in Tariff applied in respect of a Service Component in a timely way to achieve the Effective From Date and, in any event, no later than **two (2)** Business Days from the Effective From Date, in accordance with the Market Terms.



In any event, if the Retailer agrees to the proposed change in Tariff, the Wholesaler may notify the Market Operator in accordance with the Market Terms before the end of the time period specified in Step 2.

#### Step 4

Where the Retailer challenges the Wholesaler's notice within the time period specified in Step 2, the Wholesaler shall, within **eight (8)** Business Days of its receipt of that challenge from the Retailer, notify the Retailer:

- that the Wholesaler shall change the Tariff applied to the Service Component as it originally notified; or
- of any different change which the Wholesaler will make to the Tariff applied to the Service Component; or
- that the Wholesaler shall not change the Tariff applied to the Service Component.

#### Step 5

If and when the Wholesaler decides that it shall change the Tariff applied to any Service Component to which the Retailer is Registered, it shall notify the Market Operator of the change in Tariff and shall do so in a timely way following its notification to the Retailer under Step 4, and in any event, no later than **two (2)** Business Days from the Effective From Date, in accordance with the Market Terms.

## Process H5 – Retailer application for change in Tariff applied to a Service Component

### Purpose and scope of Process H5:

This process sets out how the Retailer may apply to the Wholesaler for the Wholesale Charges applying at a Supply Point to which it is Registered to be calculated on the basis of a different Tariff within the Wholesaler's Wholesale Tariff Document.

The relevant Form to use for this process is Form H/04 (Application for change in tariff).

### Process:

#### Step 1

The Retailer shall submit a request to the Wholesaler for a change to a Tariff applied to a Service Component at a Supply Point to which it is Registered by submitting Form H/04, including its reasons and any supporting information required, such as the date from which the Tariff should apply.

#### Step 2

Within **five (5)** Business Days of its receipt of a request from the Retailer under Step 1 above, the Wholesaler shall inform the Retailer if it needs any additional information in order to consider the request. Where the Wholesaler needs to visit the Eligible Premises in order to

conduct site assessment work, it shall arrange to do so through the Retailer or directly with the Retailer's Non-Household Customer with the Retailer's consent.

### Step 3

Within **twenty (20)** Business Days of its receipt of a request from the Retailer under Step 1 above, or from receiving any additional information where it has been requested under Step 2 above, whichever is later, the Wholesaler shall inform the Retailer of whether:

- it shall approve the Retailer's request or a variation of it; or
- it shall not approve the Retailer's request, providing reasons why.

### Step 4

If and when the Wholesaler decides that it shall change the Tariff applied to any Service Component to which the Retailer is Registered, it shall notify the Market Operator of the change in Tariff in a timely way following its notification to the Retailer under Step 4, and in any event, no later than **two (2)** Business Days from the Effective From Date in accordance with the Market Terms.

## Process H6 [NOT IN USE]

## Process H7 - Application for Vacancy Incentive Scheme Payment

### Purpose and scope of Process H7:

This process sets out the steps that the awarding Wholesaler, the applying Retailer, and, where relevant, the registered Retailer, shall follow where the Wholesaler offers a financial incentive under the Vacancy Incentive Scheme and the applying Retailer wishes to claim a payment in respect of that scheme.

This process will be followed in conjunction with the Vacancy Incentive Scheme Guidance which sets out the eligibility criteria for when a Retailer can claim an incentive payment.

Details of the value of any such incentive shall be clearly set out in the awarding Wholesaler's Wholesaler Tariff Document and a copy of this information included in the Vacancy Incentive Scheme Guidance.

Where Water Services and Sewerage Services at the Vacant Premises are provided by the same Wholesaler, an application relating to any Vacancy Incentive Scheme Payment as set out in the Vacancy Incentive Scheme Guidance and in the awarding Wholesaler's Wholesale Tariff Document may be made to the single awarding Wholesaler. Otherwise separate applications may need to be made to each awarding Wholesaler as applicable.

The relevant Form to use for this process is Form H/06 (Application for Vacancy Incentive Scheme Payment).

Any dispute arising between the applying Retailer and awarding Wholesaler in relation to this Process H7 may be dealt with in accordance with Part I (Disputes) of the Business Terms.

## Process:

### A: Where the applying Retailer is registered for the Vacant Premises

#### Step 1

On receipt of notification from the Market Operator of the change of occupancy status of the relevant Supply Points in accordance with the Market Terms, the applying Retailer will contact the customer to inform it that:

- a) it will be billed as a Non-Household Customer
- b) the applying Retailer will be serving it; and
- c) the Non-Household Customer may change to a Retailer of its choice.

#### Step 2

Within **five (5)** Business Days of its receipt of notification from the Market Operator of the change in occupancy status of the relevant Supply Points in accordance with the Market Terms, the applying Retailer shall submit Form H/06 to the awarding Wholesaler requesting payment of the Vacancy Incentive Scheme Payment in respect of that Vacant Premises.

Form H/06 must include the basic Non-Household Customer information and SPID information requested in it and a declaration that the applying Retailer considers the Vacant Premises to be eligible for a Vacancy Incentive Scheme Payment, including a statement that the current occupant is not the same as the last known occupant. For metered premises, a meter reading must be submitted to CMOS prior to the application being submitted to the awarding Wholesaler.

#### Step 3

As applicable under the terms of the Vacancy Incentive Scheme Guidance, the Wholesaler may reject the Form H/06 if:

- the Form H/06 is materially incomplete or contains incorrect information;
- the Vacant Premises is not Registered as a Supply Point in the Supply Point Register; and/or
- the Vacant Premises does not meet the eligibility criteria set out in the Vacancy Incentive Scheme Guidance.

If the awarding Wholesaler wishes to reject the Form H/06 for any of these reasons it must do so within **five (5)** Business Days of receiving it and shall explain the reasons for the rejection.

If the awarding Wholesaler rejects the Form H/06 due to the Form being materially incomplete or containing incorrect information, the applying Retailer may re-start this process at Step 2 by arranging for an updated Form H/06 to be re-submitted with the required information within **five (5)** Business Days of receiving the notification of rejection from the awarding Wholesaler.

#### **Step 4**

If the awarding Wholesaler does not reject Form H/06 under Step 3, the awarding Wholesaler must confirm its acceptance of the applying Retailer's application no later than **five (5)** Business Days after the date of receipt of the materially complete Form H/06 from the applying Retailer.

Once the application is accepted, the awarding Wholesaler will make payment in accordance with its published invoicing calendar in accordance with Section 9 of the Business Terms.

#### **Step 5**

If the applying Retailer wishes to challenge the Vacancy Incentive Scheme Payment received, it must do so within **ten (10)** Business Days of receipt of the payment. Thereafter, the awarding Wholesaler shall have **ten (10)** Business Days from its receipt of the applying Retailer's challenge to reply.

If the awarding Wholesaler upholds the applying Retailer's challenge, the awarding Wholesaler shall make any further payment due to the applying Retailer in accordance with the application for Vacancy Incentive Scheme Payment.

### **B: Where the applying Retailer is not registered for the Vacant Premises**

#### **Step 1**

The applying Retailer will submit an application for Vacancy Incentive Scheme Payment to the awarding Wholesaler. This will include a completed Form H/06 including a signed declaration of eligibility and any other supporting evidence.

#### **Step 2**

Within **ten (10)** Business Days following receipt of an application for Vacancy Incentive Scheme Payment, the awarding Wholesaler will either:

- a. if the application is materially complete, and the relevant Supply Points satisfy the eligibility criteria set out in the Vacancy Incentive Scheme Guidance, submit the completed Form H/06, including the signed declaration of eligibility and any other supporting evidence received, to the registered Retailer, and inform the applying Retailer that it has done so; or
- b. reject the application on the grounds that:
  - the Form H/06 is materially incomplete or contains incorrect information;
  - the Vacant Premises is not Registered as a Supply Point in the Supply Point Register; and/or
  - the Vacant Premises does not meet the eligibility criteria set out in the Vacancy Incentive Scheme Guidance;

and inform the applying Retailer that the application has been rejected, stating the reason for rejection.

#### **Step 3**

Within **twenty (20)** Business Days after receipt of an application for Vacancy Incentive Scheme Payment, the registered Retailer must either:

- (a) follow the process set out in Step 4;
- (b) follow the process set out in Step 5; or
- (c) follow the process set out in Step 6.

If the registered Retailer fails to complete (a) – (c) above, the applying Retailer may raise a challenge in accordance with the challenge process set out in the Vacancy Incentive Scheme Guidance.

#### **Step 4**

If the registered Retailer does not dispute that the premises is occupied, it must

- a) update the SPID to occupied in CMOS using the date of occupation provided by the applying Retailer or, if later, the date that the registered Retailer acquired the SPID; and
- b) contact the customer to inform it that:
  - i. it will be billed as a Non-Household Customer;
  - ii. the registered Retailer will be serving it; and
  - iii. the Non-Household Customer may change to a Retailer of its choice.

Where the registered Retailer believes that the date of occupation given by the applying Retailer is incorrect, it will confirm the correct date and revise the date in CMOS.

#### **Step 5**

If the registered Retailer believes that the premises should be deregistered (for example, due to being a duplicate SPID, merged property, domestic property, etc.), it will submit Form C/03 to the awarding Wholesaler requesting that the SPID is deregistered from the market, and notify the applying Retailer that it has done so.

In the event that the deregistration request is rejected by the awarding Wholesaler, the registered Retailer will, within **five (5)** Business Days of the rejection, either change the SPID to occupied in accordance with Step 4 or reject the application in accordance with Step 6.

In the event that the deregistration request is accepted by the awarding Wholesaler, the registered Retailer will notify the applying Retailer.

#### **Step 6**

If the registered Retailer believes that the premises is correctly flagged as vacant, it may reject the application, notifying the applying Retailer and the awarding Wholesaler of the rejection and reasons for it.

#### **Step 7**

Within **ten (10)** Business Days of an application being rejected as per Steps 5 or 6, the applying Retailer will either:

- (a) contest the rejection in accordance with the challenge process set out in the Vacancy Incentive Scheme Guidance; or
- (b) withdraw the application,

in either case, notifying the awarding Wholesaler and the registered Retailer that it is doing so.

If the applying Retailer does not do either of (a) or (b) above within **ten (10)** Business Days of an application being rejected, the applying Retailer will be deemed to have withdrawn the application.

#### **Step 8**

Where an application for a Vacancy Incentive Scheme Payment results in a change to a premises' status from vacant to occupied in CMOS, the awarding Wholesaler shall, within **twenty (20)** Business Days of receipt of notification of such change, confirm to the applying Retailer that it will make payment of the Vacancy Incentive Scheme Payment. The awarding Wholesaler will then make payment in accordance with its published invoicing calendar in accordance with Section 9 of the Business Terms.

# Part I: Disconnections

## A. General introduction

(Part I is drawn from the Scottish Disconnections Document)

Part I (Disconnections) sets out the processes by which the Wholesaler and Retailer should interact in relation to making either Temporary Disconnections or Permanent Disconnections of some or all of the water connections to an Eligible Premises, and any subsequent reconnections. This part also sets out the process to be followed for gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry and for Disconnections for non-payment in the case of Self Supply Retailers.

In addition to following the processes set out here, the Wholesaler and Retailer shall follow and observe any statutory or other requirements. For example:

- any consumer protection or debt management guidelines as well as any payment terms agreed between the Retailer and its Non-Household Customer, or in the case of a Self Supply Retailer between the Wholesaler and that Self Supply Retailer. These processes assume all such customer protection or debt management steps have been taken before the processes are initiated; and
- that the Wholesaler informs any other Relevant Authority, such as the Environmental Health Department, Animal Health and Veterinary Laboratories Agency and/or Defra, where it is required to do so.

## B. Grounds for Disconnection

Disconnections may be made in various circumstances, including those set out in sections 60 to 62, 75, 116 and schedule 4A of the Water Industry Act 1991. Broadly, the circumstances include:

- Disconnections necessary to complete works;
- Disconnections for non-payment; and
- Disconnections necessary to prevent contamination.

Certain Non-Household Customers cannot be Disconnected for non-payment. This includes the list set out in schedule 4A of the Water Industry Act 1991 such as care homes, hospitals and prisons.

Whenever required, for example when a Non-Household Customer of Sewerage Services who is lawfully using the Sewerage System has to be Disconnected to allow works to take place, or where a supply of water for domestic purposes is to be interrupted for more than twenty-four (24) hours, the Wholesaler shall make alternative arrangements for the provision of Water Services and/or Sewerage Services before the Disconnection.

Where the supply of Water Services and/or Sewerage Services is shutdown to allow for works to be undertaken on the Network and all Retailers need to be advised in advance, the relevant

processes set out in parts D (Planned activities and affected services) and E (Unplanned events and incidents) should be used and not the processes set out in this part I (Disconnections).

Where the Retailer is required under these processes to send a copy of the Disconnection notice to any Other Wholesaler and/or Other Retailer, it is expected that if the Other Wholesaler or Other Retailer notices any reason why the Disconnection should not proceed they should inform the Wholesaler as soon as possible.

## C. Use of Accredited Entities

These processes shall also apply where Accredited Entities (including any Retailer who holds any necessary accreditations) can undertake the Disconnection.

## D. Temporary and Permanent Disconnections

Permanent Disconnections are those where a connection to the Network is removed or otherwise made unworkable such that the supply of Water Services and/or Sewerage Services at that point could only resume if a new connection was made. All other Disconnections are Temporary Disconnections, which may subsequently be reconnected without a new connection being made.

## E. Standard and non-standard Disconnections

Throughout these processes, references to 'standard' Disconnections includes those Disconnections which are charged by reference to a specified standard price within the Wholesaler's Wholesale Tariff Document. References to 'non-standard' Disconnections includes those Disconnections for which the Wholesaler's Wholesale Tariff Document sets out the price point other than the standard price or it provides for a quotation for the work to be done. If the Disconnection is a non-standard one, the Retailer must confirm its acceptance of any quotation or the non-standard charge before it is required to pay that non-standard Wholesale Charge.

## F. Overview of Disconnection processes

*Table 1: Overview of Disconnection processes*

| Number | Process   |
|--------|---|
| I1     | Disconnection requested by the Retailer and performed by the Wholesaler in relation to Non-Household Customer non-payment       |
| I2     | Disconnection requested by the Retailer and performed by an Accredited Entity in relation to Non-Household Customer non-payment |
| I3     | Disconnection performed by the Wholesaler for illegal use   |
| I4     | Disconnection performed by the Wholesaler for breach of Water Fittings Regulations  |



| Number | Process  |
|--------|--|
| I5     | Disconnection requested by the Non-Household Customer and performed by the Wholesaler  |
| I6     | Disconnection requested by the Non-Household Customer and performed by an Accredited Entity  |
| I7     | Gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry at Retailer request |
| I8     | Reconnection requested by the Retailer and performed by the Wholesaler   |
| I9     | Reconnection requested by the Retailer and performed by an Accredited Entity   |
| I10    | Reconnection performed by the Wholesaler following rectification of a breach of Water Fittings Regulations                         |
| I11    | Reconnection performed by the Wholesaler following a Disconnection requested by a Non-Household Customer                           |
| I12    | Reconnection performed by an Accredited Entity following a Disconnection requested by a Non-Household Customer                     |
| I13    | Disconnection performed by the Wholesaler in relation to non-payment in cases of a Self Supply Retailer                            |

## G. Disconnection timescales

Table 2 below, highlights the timescales for the different steps in these processes, which shall apply unless otherwise stated.

Table 2: Permitted timescales for Temporary and Permanent Disconnections

| Action   | Permitted Timescales   |                                |
|--|--|--------------------------------|
|  | <i>Temporary Disconnection</i>                                 | <i>Permanent Disconnection</i> |
| Visit site to check viability and work required and to make a standard Disconnection (where the Retailer has not asked for advance notice of the visit). | Up to twelve (12) Business Days from receipt of request notice | N/A                            |

| Action  | Permitted Timescales  |   |
|---|---|---|
| Report findings to the Retailer (including quotation for non-standard Disconnections) | Up to three (3) Business Days from the visit to site or receipt of request if no site visit required  | Up to twenty (20) Business Days from Wholesaler receipt of completed application form |
| Making of Disconnection   | Up to: <ul style="list-style-type: none"> <li>• Six (6) Business Days from the site visit (unless the Wholesaler made the Disconnection on the initial site visit) for standard Disconnections; or</li> <li>• Twelve (12) Business Days from the date on which the Retailer accepts any quotation for non-standard Disconnections.</li> </ul> | Up to thirty (30) Business Days from date on which the Retailer accepts any quotation |

## Process I1 – Disconnection requested by the Retailer and performed by the Wholesaler in relation to Non-Household Customer non-payment

### Purpose and scope of Process I1:

Where the Retailer is a Water Retailer, it may arrange for some or all of its Non-Household Customer's Water Services to be Disconnected if that Non-Household Customer has not paid an invoice properly due in accordance with the Retailer's terms and conditions and any applicable statutory or other regulatory requirements.

This process sets out how the Wholesaler (where it is a Water Wholesaler) and Retailer (where it is a Water Retailer) shall interact with respect to such Disconnections where the Wholesaler performs the Disconnection.

Section 61 of the Water Industry Act 1991 applies to Disconnections for non-payment.

The relevant Form to use for this process is Form I/01 (Retailer disconnection request).

## Process:

### Step 1

The Retailer may issue a Disconnection request to the Wholesaler using Form I/01 and include a copy of any notice the Retailer has served on the Non-Household Customer, together with the declarations on that Form that:

- that notice has not been challenged by the Non-Household Customer and the amount remains outstanding; or
- if it has been challenged, that the Disconnection may now proceed (for example, because there has been a court order); and
- any applicable consumer protection measures have been exhausted,

as well as a declaration that it has followed any applicable statutory or other regulatory requirement. If requested by the Authority, the Wholesaler or Retailer shall provide a copy of this notice and any declarations.

Where a different Wholesaler provides Sewerage Services to the Eligible Premises, the Retailer shall send a copy of the request to that Other Wholesaler.

If the Non-Household Customer has a different Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of the Disconnection request to the Other Retailer.

### Step 2

Within any applicable timescale set out above table 2 at heading G (Disconnection timescales), the Wholesaler may visit the affected Eligible Premises to check whether it could make the requested Disconnection and in order to establish the likely Disconnection charges.

Where the Wholesaler determines that it is a standard Disconnection, the Wholesaler shall make the Disconnection during this first site visit and this process shall continue at Step 6 below.

The Wholesaler shall notify the Retailer of its findings, any action taken and, where relevant, provide a quotation for any non-standard Disconnection in accordance with the appropriate timescale set out above in table 2 at heading G (Disconnection timescales).

### Step 3

Unless the Wholesaler has already made the Disconnection, the Retailer shall confirm to the Wholesaler, within:

- **five (5)** Business Days of its receipt of the Wholesaler's report referred to in Step 2 for a Temporary Disconnection; or
- **three (3)** months of its receipt of the Wholesaler's report referred to in Step 2 for a Permanent Disconnection,

that it wishes the Wholesaler to proceed to make the Disconnection.

**Step 4**

The Wholesaler and Retailer shall seek to agree a date and particular time slot within which the Wholesaler shall make the Disconnection which shall be in accordance with the appropriate timescale set out above in table 2 at heading G (Disconnection timescales).

## Step 5

If at any time, the Non-Household Customer pays the overdue amount or the Retailer otherwise wishes to cancel the Disconnection (including, for example where the Non-Household Customer pays a Retailer who is present at the planned Disconnection appointment) the Retailer shall contact the Wholesaler to request that the Disconnection is cancelled.

The Wholesaler shall cancel the Disconnection where possible (noting that cancellation may not be possible where the Wholesaler has already dispatched personnel or agents to effect the Disconnection and charges may apply accordingly).

Otherwise, the Wholesaler shall make the Disconnection.

## Step 6

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of completing the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection within **five (5)** Business Days of completing the Disconnection, in accordance with the Market Terms.

## Process I2 – Disconnection requested by the Retailer and performed by an Accredited Entity in relation to Non-Household Customer non-payment

### Purpose and scope of Process I2:

Where the Retailer is a Water Retailer, then it may arrange for some or all of its Non-Household Customer's Water Services to be Disconnected if that Non-Household Customer has not paid an invoice properly due in accordance with the Retailer's terms and conditions and any applicable statutory or other regulatory requirements.

This process sets out how the Wholesaler (where it is a Water Wholesaler) and Retailer (where it is a Water Retailer) shall interact with respect to such Disconnections where an Accredited Entity performs the Disconnection.

Section 61 of the Water Industry Act 1991 applies to Disconnections for non-payment.

The relevant Form to use for this process is Form I/01 (Retailer disconnection request).

### Process:

#### Step 1:

The Retailer shall arrange for the Accredited Entity to visit the Eligible Premises in order to check that the proposed Disconnection would not adversely affect the Water Services and/or Sewerage Services provided to any other premises or water provided for public use. The Accredited Entity shall do so in accordance with any applicable accreditation scheme and shall perform such other checks and validations as may be set out in that scheme.

Unless the Wholesaler's accreditation scheme requires the Wholesaler to be given advance notice of the Disconnection, the Accredited Entity may also perform the Disconnection on this initial visit and this process will continue from Step 5.

## Step 2

If the Wholesaler's accreditation scheme requires advance notice of a Disconnection, the Retailer will provide the Wholesaler with at least **two (2)** Business Days' advance notice of the proposed date of Disconnection using Form I/01 and include a copy of any notice the Retailer has served on the Non-Household Customer, together with a declaration that:

- the notice has not been challenged by the Non-Household Customer and the amount remains outstanding; or
- if it has been challenged, that the Disconnection may now proceed (for example, because there has been a court order); and
- any applicable consumer protection measures have been exhausted;

as well as:

- a declaration that it has followed any applicable statutory or other regulatory requirement. If requested by the Authority the Wholesaler or Retailer shall provide a copy of this notice and any declarations; and
- confirmation from the Accredited Entity that the Disconnection may proceed.

Where an Other Wholesaler provides Sewerage Services to the Eligible Premises, the Retailer shall send a copy of that request to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of the Disconnection request to the Other Retailer.

## Step 3

The Wholesaler may within **two (2)** Business Days of its receipt of any materially complete Form I/01 from the Retailer under Step 2, advise the Retailer and/or the Accredited Entity of any objections or stipulations to be applied in advance of the proposed Disconnection date or if the Disconnection cannot take place, in which case this process ends.

## Step 4

Once the Disconnection can proceed, the Retailer may instruct the Accredited Entity to proceed with the Disconnection.

## Step 5

The Retailer shall inform the Wholesaler that the Disconnection has taken place:

- within **two (2)** hours of a Temporary Disconnection having been made and shall thereafter submit a Form I/01 (or an updated Form I/01 where advance notice was given) within **one (1)** Business Day of the Temporary Disconnection having been made; or
- within **five (5)** Business Days of a Permanent Disconnection having been made by submitting a Form I/01 (or an updated Form I/01 where advance notice was given).

## Step 6

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of being informed by the Retailer of the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection and other information required within **three (3)** Business Days of being informed by the Retailer of the Disconnection, in accordance with the Market Terms.

## Process I3 – Disconnection performed by the Wholesaler for illegal use

### Purpose and scope of Process I3:

Illegal use of Water Services may include, for example, theft by bypassing or Tampering with a meter or making an unauthorised connection to the main.

This process assumes that all required checks and notifications have been completed before this process is initiated.

### Process:

#### Step 1

If the Retailer finds or suspects illegal use of water, at an Eligible Premises, it shall immediately inform the Wholesaler of its findings or suspicions.

#### Step 2

When the Wholesaler is informed of or suspects illegal use of Water Services (including where it has received information from the Retailer), it may schedule a visit to confirm the illegal use and, where the Wholesaler considers it possible, may make a Disconnection without notice when on site or subsequently if it considers it appropriate.

#### Step 3

If the Wholesaler has made a Disconnection, it must either at the same time as making the Disconnection or within **twenty-four (24)** hours of making it, give the Non-Household Customer a notice including:

- the reason why the Water Services have been Disconnected (i.e. details of the illegality); and
- the contact details to arrange for a legal connection to the Network,

and send a copy of that notice to the Retailer and any Other Retailer currently serving the Eligible Premises in question. Where the use was illegal because of an act or omission by the Retailer, for example, where it failed to submit a connection Form A/02 the Wholesaler may also take appropriate steps against the Retailer.

#### **Step 4**

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of completing the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection and other information required within **five (5)** Business Days of completing the Disconnection, in accordance with the Market Terms.

## **Process I4 – Disconnection performed by the Wholesaler for breach of Water Fittings Regulations**

### **Purpose and scope of Process I4:**

Both the Wholesaler and Retailer may become aware of potential breaches of the Water Fitting Regulations or equivalent regulations made under section 74 of the Water Industry Act 1991. Where the Retailer becomes aware it must remind its Non-Household Customer or other person of their obligations to comply with the Water Fitting Regulations.

This process applies if the Wholesaler is a Water Wholesaler, visits the Eligible Premises and makes a Disconnection for breach of the Water Fittings Regulations.

### **Process:**

#### **Step 1**

If the Retailer finds or suspects a breach of the Water Fittings Regulations or equivalent regulations made under section 74 of the Water Industry Act 1991 at an Eligible Premises, it shall immediately inform the Wholesaler of its findings or suspicions.

#### **Step 2**

Where the Wholesaler is informed of or suspects (including where it has received information from the Retailer) a breach and considers there to be an emergency in terms of section 75(1) of the Water Industry Act 1991 or equivalent, then it shall visit the Eligible Premises and may disconnect the Eligible Premises.



### Step 3

Where the Wholesaler has made a Disconnection, it shall, within **twenty-four (24)** hours of making it, give the Non-Household Customer a notice specifying the steps which are required before the Wholesaler shall restore the supply and shall copy such a notice to the Retailer.

In any event, the Wholesale shall inform the Retailer and any Other Retailer within **twenty-four (24)** hours of the visit having taken place. The Wholesaler shall also copy any report it provides to or enforcement notice it serves on the Retailer's Non-Household Customer to the Retailer and/or shall inform the Retailer if it intends to take no further action at that time and/or keep matters under review.

### Step 4

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of completing the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection and other information required within **five (5)** Business Days of completing the Disconnection, in accordance with the Market Terms.

## Process I5 - Disconnection requested by the Non-Household Customer and performed by the Wholesaler

### Purpose and scope of Process I5:

Non-Household Customers may request that Water Services to their Eligible Premises are Disconnected for a number of reasons. In some cases, a Temporary Disconnection may be required – for example, when a property is being refurbished. In others, a Permanent Disconnection may be required – for example, when a building is demolished.

It must always be made clear on the relevant Form which type of Disconnection is being sought.

The relevant Form to be used for this process is Form I/02 (Non-Household Customer disconnection request).

### Process:

#### Step 1

The Retailer shall arrange for notice of the Non-Household Customer's request for Disconnection to be served on the Wholesaler using Form I/02 clearly indicating whether it requires a Temporary Disconnection or Permanent Disconnection and whether it considers the Disconnection to be non-standard and so requires the Wholesaler to quote for performing the Disconnection.

Where there is also an Other Wholesaler providing Sewerage Services to the Eligible Premises, the Retailer shall send a copy of that request to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of the Disconnection request to the Other Retailer.

If the Wholesaler receives service of such a notice directly from a Non-Household Customers, it shall inform the Retailer and send it a copy of that notice within **two (2)** Business Days of its receipt of the notice, but otherwise continue with this process.

## Step 2

Within the relevant timescale set out in table 2 at heading G (Disconnection timescales) above, the Wholesaler may visit the Eligible Premises to investigate what would be required to effect the Disconnection.

Where the Wholesaler determines that a standard Disconnection is possible, the Wholesaler shall make the Disconnection during this first site visit and this process shall continue at Step 6 below.

## Step 3

Unless the Disconnection has already taken place, within the relevant timescale set out above in table 2 at heading G (Disconnection timescales), the Wholesaler shall report its findings to the Retailer, copying the Non-Household Customer and specifying:

- if a Disconnection is viable, the Wholesaler shall advise the Retailer of any survey charge, a quotation for the Disconnection where it is non-standard and what any subsequent reconnection charge would be, in accordance with its Wholesale Tariff Document; or
- if a Disconnection is not viable, the Wholesaler shall explain why the Disconnection is not viable.

## Step 4

In the case of a Temporary Disconnection, within **five (5)** Business Days of its receipt of that report from the Wholesaler and within **three (3)** months for Permanent Disconnection, the Retailer may confirm that the Wholesaler should proceed to make the Disconnection. If the Retailer provides that confirmation, the Wholesaler shall arrange a date and time slot with the Non-Household Customer to visit and make the Disconnection, arranged either via the Retailer or directly with the Non-Household Customer where the Retailer has consented (on Form I/02). Unless otherwise agreed with the Retailer or Non-Household Customer, the disconnection shall be within the applicable time slot set out in table 2 at heading G (Disconnection timescales) above.

## Step 5

On the scheduled date and in the scheduled time slot, the Wholesaler shall attend the Eligible Premises and make the Disconnection. The Retailer may attend the Disconnection.

## Step 6

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of completing the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection and other information required within **five (5)** Business Days of completing the Disconnection, in accordance with the Market Terms.

## **Process I6 – Disconnection requested by the Non-Household Customer and performed by an Accredited Entity**

The relevant Form to be used for this process is Form I/02 (Non-Household Customer disconnection request)

### **Process:**

#### **Step 1**

Following a request from its Non-Household Customer, the Retailer shall arrange for the Accredited Entity to visit the Eligible Premises in order to check that the proposed Disconnection would not adversely affect the Water Services and/or Sewerage Services provided to any other premises or water provided for public use. The Accredited Entity shall do so in accordance with any applicable accreditation scheme and shall perform such other checks and validations as may be set out in that scheme.

Unless the Wholesaler's accreditation scheme requires the Wholesaler to be given advance notice of the Disconnection, the Accredited Entity may also perform the Disconnection on this initial visit and this process shall continue from Step 5.

#### **Step 2**

If the Wholesaler's accreditation scheme requires advance notice of any Disconnection, the Retailer shall, at least **two (2)** Business Days in advance of the proposed Disconnection, issue a Disconnection information notice to the Wholesaler using Form I/02, together with confirmation from the Accredited Entity that the Disconnection may proceed.

Where there is an Other Wholesaler providing Sewerage Services to the Eligible Premises, the Retailer shall send a copy of that request to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of the Disconnection request to the Other Retailer.

#### **Step 3**

The Wholesaler may within **two (2)** Business Days of its receipt of any materially complete Form I/02 from the Retailer under Step 2, advise the Retailer and/or the Accredited Entity if the Disconnection may not proceed, in which case this process ends, or of any objections or stipulations to be applied in advance of the proposed Disconnection date.

#### Step 4

As and when the Disconnection can proceed, the Retailer may instruct the Accredited Entity to proceed with the Disconnection.

#### Step 5

The Retailer shall inform the Wholesaler that the Disconnection has taken place by submitting a Form I/02 (or an updated Form I/02 where advance notice was given) either:

- within **two (2)** hours of a Temporary Disconnection having been made and shall thereafter submit a Form I/01 (or an updated Form I/01 where advance notice was given) within **one (1)** Business Day of the Temporary Disconnection having been made; or
- within **five (5)** Business Days of a Permanent Disconnection having been made.

#### Step 6

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of being informed by the Retailer of the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection and other information required within **three (3)** Business Days of being informed by the Retailer of the Disconnection, in accordance with the Market Terms.

## Process I7 – Gaining entry to an Eligible Premises for the purposes of Disconnection using the Wholesaler's powers of entry at Retailer request

### Purpose and scope of Process I7:

This process sets out the steps which the Wholesaler and Retailer shall take where the Wholesaler has to use its powers of entry in order to make a survey or effect a Disconnection under any of the other processes set out in this part I (Disconnections).

The relevant Form to use for this process is Form I/03 (Request for Wholesaler to use its powers of entry for the purposes of disconnection).

### Process:

#### Step 1

If the Non-Household Customer refuses the Wholesaler entry to its Eligible Premises and so the Wholesaler is unable to make a survey or effect Disconnection under any of the other processes set out in this part I (Disconnections), the Wholesaler shall leave a notice at the Eligible Premises advising that it shall make a further attempt to visit the Eligible Premises. Such notice may also advise the Non-Household Customer that if it is not permitted access at

that point it may seek to obtain a warrant from a Justice of the Peace authorising the use of any power of entry.

The Wholesaler shall copy that notice to the Retailer. If the Retailer wishes to request the Wholesaler to use its powers of entry at this stage, it shall submit a Form I/03 and confirm that it shall accept any charges associated with the seeking, obtaining and using such warrant. If the Wholesaler considers it appropriate, it shall accept the Retailer's request and proceed to Step 6. Otherwise it shall proceed to Step 2.

## **Step 2**

Within **five (5)** Business Days of completing Step 1, the Wholesaler may write to the Non-Household Customer giving it at least **five (5)** Business Days' notice of the date and time on which the Wholesaler shall make the further attempt to visit the Eligible Premises to conduct the survey and/or effect the Disconnection. That letter shall also invite the Non-Household Customer to arrange an alternative date and time, via the Retailer.

The Wholesaler shall copy that letter to the Retailer.

## **Step 3**

In the event that the Non-Household Customer contacts the Retailer to re-arrange the visit, the Retailer shall agree a new date and time slot and shall notify the Wholesaler not later than noon on the calendar day before the originally planned visit and at least **five (5)** Business Days ahead of the proposed new visit date.

## **Step 4**

The Wholesaler shall visit the Eligible Premises on the specified date and time in order to undertake the survey and/or effect the Disconnection.

If it is granted access, it shall undertake the survey or effect the Disconnection and the other Disconnection process shall re-start at the step after the survey or Disconnection having been made.

If it is not granted access, it shall leave a notice at the Eligible Premises specifying that it may now seek to obtain a warrant from a Justice of the Peace authorising the use of any power of entry. It shall copy that notice to the Retailer.

## **Step 5**

Within **five (5)** Business Days of the visit referred to in Step 4, the Wholesaler shall write to the Non-Household Customer repeating the terms of that notice. It shall copy that letter to the Retailer, so informing the Retailer that it has been unable to gain access to the Eligible Premises.

If the Retailer wishes the Wholesaler to seek to obtain a warrant for use of powers of entry, the Retailer's contract manager shall request the Wholesaler to do so within **five (5)** Business Days of receiving of the letter described in this Step 5 by submitting a Form I/03 and confirm that it shall accept any charges associated with the seeking, obtaining and using such warrant.

## **Step 6**

Within **ten (10)** Business Days of its receipt of Form I/03, the Wholesaler shall take the steps necessary to request a warrant for the use of powers of entry from a Justice of the Peace and make such a request.

The Wholesaler shall tell the Retailer when it plans to make the request and the Retailer shall make an authorised person available on that calendar day to confirm whether or not the warrant is still required.

### **Step 7**

If a warrant is granted, the Wholesaler shall notify the Retailer's authorised person of the date and time on which it intends to serve and exercise the powers under warrant and shall ask the Retailer to confirm in writing that there has been no change in circumstance and the survey and/or entry is still required. The Wholesaler shall also notify the Retailer of the appropriate contact person within the Wholesaler to inform if there is such a change in circumstances such that the entry is no longer required and, if necessary, the Retailer shall inform that person.

### **Step 8**

The Wholesaler may engage bailiffs to serve the warrant on the Non-Household Customer and, if necessary, shall contact the police to gain their assistance in accessing the Eligible Premises. If, as a result of requesting such assistance, the date and time on which the warrant will be served and the powers of entry exercised are changed, the Wholesaler shall notify the Retailer of the new date and time.

Once the Wholesaler has gained access to the Eligible Premises it shall conduct the survey and/or effect the Disconnection and shall leave a notice warning not to interfere with any Disconnection. Where necessary it shall leave the property secure.

The other Disconnection process shall re-start at the step after the survey or Disconnection having been made.

## **H. Reconnections**

Temporary Disconnections may be reconnected, for example, where a Non-Household Customer settles any outstanding amounts.

Permanent Disconnections cannot be reconnected. Water Services and/or Sewerage Services could only be resumed where a new connection is made.

The relevant Form to use for processes I8 to I12 is Form I/04 (Request for reconnection of a supply which has been temporarily disconnected).

## Process I8 – Reconnection requested by the Retailer and performed by the Wholesaler

### Process:

#### Step 1

The Retailer shall submit a Form I/04 to the Wholesaler clearly indicating whether the Wholesaler is to undertake the reconnection.

Where an Other Wholesaler provides Sewerage Services, the Retailer shall send a copy of that request to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of the reconnection request to that Other Retailer.

#### Step 2

If the Wholesaler receives the Form I/04 before **3pm** on a Business Day, it must use reasonable endeavours to reconnect the relevant Water Services and/or Sewerage Services on that Business Day.

If the Wholesaler receives the Form I/04 after **3pm** on a Business Day, it must use reasonable endeavours to reconnect the relevant Water Services on the next Business Day.

#### Step 3

The Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of the reconnection, in accordance with the Market Terms.

## Process I9 – Reconnection requested by the Retailer and performed by an Accredited Entity

### Process:

#### Step 1

The Retailer shall notify the Wholesaler of the reconnection having been made by an Accredited Entity by submitting a Form I/04 in accordance with Step 2.

#### Step 2

The Retailer shall inform the Wholesaler of the reconnection by submitting a Form I/04 (or an updated Form I/04 where advance notice was given) to the Wholesaler within **one (1)** Business Day of the reconnection having been made.

### Step 3

The Wholesaler shall notify the Market Operator of the change in connection status and other information required within **one (1)** Business Day of its receipt of the Retailer's notification under Step 2, in accordance with the Market Terms.

## Process I10 – Reconnection performed by the Wholesaler following rectification of a breach of Water Fittings Regulations

### Process:

#### Step 1

When it is satisfied that the breach has been resolved, the Retailer shall pass a completed Form I/04 to the Wholesaler.

Where an Other Wholesaler provides Sewerage Services, the Retailer shall send a copy of that Form I/04 to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of that Form I/04 to that Other Retailer.

#### Step 2

If contacted before **3pm** on a Business Day, the Wholesaler shall use reasonable endeavours to visit to inspect that the breach has been remedied and, if appropriate, to make the reconnection on the next Business Day.

If contacted after **3pm** on a Business Day, the Wholesaler shall use reasonable endeavours to visit to inspect that the breach has been remedied and, if appropriate, to make the reconnection within **two (2)** Business Days.

#### Step 3

Following inspection, the Wholesaler shall inform the Retailer and any Other Retailer within **one (1)** Business Day of the visit whether or not Water Services have been restored.

#### Step 4

Where a reconnection has been made, the Wholesaler shall notify the Market Operator of the change in connection status within **two (2)** Business Days of the date of the reconnection, in accordance with the Market Terms.



## Process I11 – Reconnection performed by the Wholesaler following a Disconnection requested by the Non-Household Customer

Process:

### Step 1

The Retailer shall submit a Form I/04 to the Wholesaler clearly indicating whether the Wholesaler is to undertake the reconnection.

Where an Other Wholesaler provides Sewerage Services, the Retailer shall send a copy of that Form I/04 to that Other Wholesaler.

If the Non-Household Customer has an Other Retailer providing Sewerage Services to the Eligible Premises, the Retailer must also send a copy of that Form I/04 to that Other Retailer.

### Step 2

The Wholesaler shall reconnect the relevant Water Services as soon as practicable or as otherwise agreed.

### Step 3

The Wholesaler shall notify the Market Operator of the change in connection status within **two (2)** Business Days of the reconnection, in accordance with the Market Terms.

## Process I12 – Reconnection performed by an Accredited Entity following a Disconnection requested by the Non-Household Customer

Process:

### Step 1

The Retailer shall instruct the Accredited Entity to make the reconnection.

### Step 2

The Retailer shall inform the Wholesaler by submitting a Form I/04 (or an updated Form I/04 where prior notice or approval is required) within **one (1)** Business Day of the reconnection having been made.

### Step 3

The Wholesaler shall notify the Market Operator of the change in connection status within **one (1)** Business Day of its receipt of the Form I/04 under Step 2, in accordance with the Market Terms.

## Process I13 – Disconnection performed by the Wholesaler in relation to non-payment in cases of a Self-Supply Retailer

### Purpose and scope of Process I13:

A Wholesaler may arrange for some or all of the Water Services of a Self Supply Retailer, and / or Associated Persons, to be Disconnected if that Self Supply Retailer has not paid an invoice properly due in accordance with the Wholesaler's terms and conditions and any applicable statutory or other regulatory requirements.

This process sets out how the Wholesaler shall perform the Disconnection.

Section 61 of the Water Industry Act 1991 applies to Disconnections for non-payment.

The relevant Form to use for this process is Form I/05 (Disconnection performed by the Wholesaler in relation to non-payment in cases of a Self-Supply Retailer).

### Process:

#### Step 1

For the period from 8 April 2020 until 31 May 2020, or such other date as the Authority may notify to the Market Operator in writing, no amounts owed by a Self-Supply Retailer to a Wholesaler are “due” or shall be treated as “due” by the Wholesaler for the purposes of a disconnection notice under section 61(1ZA)(b) of the Water Industry Act 1991, and for these purposes only. All other rights and obligations under the Wholesale Retail Code remain unaffected by this restriction.

Prior to commencing any Disconnection the Wholesaler must ensure that the following information has been provided to the Self-Supply Retailer (and any Associated Persons) including specifically:

- a notice setting out all amounts outstanding that are due by the Self-Supply Retailer;
- confirmation that the notice has not been challenged by the Self-Supply Retailer and the amount remains outstanding; or
- if it has been challenged, that the Disconnection may now proceed (for example, because there has been a court order);
- any applicable consumer protection measures have been exhausted; and
- a copy of Form I/05 which shall contain a list of all potentially affected Eligible Premises and/or Associated Persons of the Self-Supply Retailer and that these Associated Persons have also been notified and which Eligible Premises will be Disconnected

as well as a declaration that the Wholesaler has followed any applicable statutory or other regulatory requirement. Upon request by the Authority, the Wholesaler shall provide a copy of these notices, Form I/05 and any declarations.

Where a different Wholesaler provides Sewerage Services to the Eligible Premises, the Wholesaler shall send a copy of Form I/05 to that Other Wholesaler.

If the Self-Supply Retailer has a different Retailer providing Sewerage Services to the Eligible Premises, the Wholesaler must also send a copy of Form I/05 to the Other Retailer.

## **Step 2**

Within any applicable timescale set out in table 2 above at heading G (Disconnection timescales), the Wholesaler may visit the affected Eligible Premises to check whether it could make the Disconnection and in order to establish the likely Disconnection charges.

Where the Wholesaler determines that it is a standard Disconnection, the Wholesaler shall make the Disconnection during this first site visit and this process shall continue at Step 4 below.

## **Step 3**

If at any time, the Self-Supply Retailer or any Associated Person pays the overdue amount the Wholesaler must ensure that the Disconnection is cancelled. The Wholesaler shall cancel the Disconnection where possible (noting cancellation may not be possible where the Wholesaler has already dispatched personnel or agents to effect the Disconnection and charges may apply accordingly).

Otherwise, the Wholesaler shall make the Disconnection.

## **Step 4**

Where the Disconnection was a Temporary Disconnection, the Wholesaler shall notify the Market Operator of the change in connection status and other information required within **two (2)** Business Days of completing the Disconnection, in accordance with the Market Terms.

Where the Disconnection was a Permanent Disconnection, the Wholesaler shall notify the Market Operator of the Disconnection within **five (5)** Business Days of completing the Disconnection, in accordance with the Market Terms.