

# **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; 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; Part A Section AA; Process A6
V5.0	28 <sup>th</sup> September 2018	Emergency Contact Details	CPW010	Introduction and Summary: B: Introduction and Summary D; Part E, B: Roles and Responsibilities; Part E, C: 24 hour contact arrangements; Part E: Process E4:Drinking water quality incidents Process E7- Emergencies: Step 1 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) Process H1 (Part 4) Part I : Disconnections
V7.0	26 July 2019	Removing Processes A1-A5 (new connections)	CPW058	Introduction and Summary: A. General Introduction; F. Use of Accredited Entities (iv) Part A: New Connections AA. Application of this Part A A. General introduction and application of this part A to new connections activity C. Use of part A Process A1-A5 Process A6: purpose and scope Part B: Metering H. Installing a meter Process E1- Identification of Sensitive Customers step 2 Part I: Disconnections D. Temporary and Permanent Disconnections

				H. Reconnections
<u>V8.0</u>	<u>1 April 2020</u>	<u>Gap Site Incentive Scheme</u>	<u>CPW082</u>	<u>Introduction and Summary: A. General Introduction</u> <u>Process C3</u> <u>Part H:</u>

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# Introduction and summary

## A. General introduction

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. These Operational Terms are designed to ensure that necessary operational interactions between the Wholesaler and the Retailer work effectively.

In addition to following the processes and performing the other obligations set out in this document, the Wholesaler and the Retailer shall co-operate and communicate with each other clearly and effectively in order to facilitate the orderly functioning of the Competitive Market, for example by providing each other with appropriate contact arrangements for each of the processes set out in these Operational Terms.

The Wholesaler and Retailer recognise that establishing clear and, so far as possible, consistent operational processes is an important part of ensuring that all Retailers can help drive improved services to Non-Household Customers. Compliance with these processes is also a key part of ensuring that there is a level playing field between incumbent businesses and new and existing competitors.

In applying these Operational Terms, the Wholesaler shall act transparently and not discriminate between Retailers.

These Operational Terms make provision for:

- **New connections** (part A) - namely the process by which the Retailer applies to be Registered to a New Supply Point if it is not arranging the connection.
- **Metering** (part B) – which includes 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;
- **Confirmation and verification of supply arrangements** (part C) – which includes processes for verification of meter details or meter supply arrangements, applications for the Registration of Gap Sites; identification of missing Service Components, Deregistration of a Supply Point with no corresponding physical Disconnection or removal of a Service Component, and amendments to the VOA BA Reference or UPRN at a Supply Point;
- **Planned activities and affected services** (part D) – which includes processes for notifying the Retailer 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;
- **Unplanned events and incidents** (part E) – which includes 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 other circumstances which give rise to water shortage, and Emergencies;

- **Monitoring, investigations, complaints and enquiries** (part F) – which includes the processes to be followed 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;
- **Trade Effluent** (part G) – which includes 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;
- **Allowances, assessment requests and ~~incentive application~~ applications** (part H) – which includes 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; and
- **Disconnections** (part I) – which includes 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.

## B. Communication and provision of information between the Wholesaler and the Retailer

In following the processes set out in these Operational Terms, the Wholesaler and Retailer shall have to communicate and share information with each other in a number of ways. The Wholesaler and Retailer are expected to keep each other advised of the relevant contact arrangements in their respective organisations for dealing with Forms relating to service requests, notifications and related enquiries under these processes. They must also have arrangements in place to support the safe and timely receipt of written communication, including Forms.

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.

Wherever stated, the relevant Form should be used either to provide or update information required by the Wholesaler. Heading I (Forms) below sets out further information on the use of the Forms.

If appropriate, the Wholesaler may make information available to the Retailer through an informational portal, such as publishing details of planned works and any unplanned activities. Any such portal shall be in a format that allows the Retailer, as a minimum, to receive or access the information made available on that portal without requiring investment in particular technology.

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 1998.

## **C. Self-Supply Retailer**

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.

## **D. Non-Household Customer contact**

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 unplanned events or incidents. 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.

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.

The arrangements for the Wholesaler notifying the Retailer and/or 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.

Nothing in these Operational Terms requires the Wholesaler to exclude Non-Household Customers from any general awareness campaigns (for example, media campaigns).

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.

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.

The Business Terms provide for adherence to the Guaranteed Service Standards and payments resulting from a failure to meet them.

## **E. Timescales, out-of-hours services and performance monitoring**

These Operational Terms include timescales within which the Wholesaler and the Retailer must perform the steps set out in the processes.

These timescales represent the minimum levels of service and, where possible, the Wholesaler and the Retailer should each seek to improve on these timescales for the benefit of Non-Household Customers. However, any stated timescale shall not apply to either the Wholesaler or the Retailer where:

- 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
- 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.

In recording its performance in such cases the Wholesaler shall identify the reason for the delay compared to the requirements set out in these processes.

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, the reason for the delay should also be appropriately recorded.

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.

## **F. Use of Accredited Entities to undertake certain activities**

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.

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.

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.

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.

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.

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.

Under these Operational Terms, when the Retailer instructs an Accredited Entity, the Retailer is required to:

- i. ensure that it instructs Accredited Entities to undertake activities only in respect of Supply Points to which it is Registered under the Market Terms;
- ii. 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;
- iii. provide any advance notice of Accredited Entity work affecting the Wholesaler's Network set out in these Operational Terms;
- iv. 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;
- v. 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;

- vi. 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;
- vii. 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;
- viii. 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;
- ix. 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;
- x. 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;
- xi. 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
- xii. provide information to the Drinking Water Inspectorate, Wholesalers acting in a regulatory capacity under relevant statutory provisions or other Relevant Authority where requested.

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.

Additionally, the Wholesaler shall notify the Retailer in writing when there is a change in its accreditation scheme requirements.

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

On occasion, a Non-Household Customer may Transfer between Retailers whilst the Outgoing Retailer and the Wholesaler are working through one or more of the operational processes in these Operational Terms (i.e. there is an Outstanding Service Request). This may include, for example, an application for a meter to be exchanged, for a modification of a Trade Effluent Consent or an investigation into compliance with the Water Fittings Regulations.

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 shall be cancelled by the Market Operator. 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.

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.

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.

## **H. Publication of Wholesaler's Network Area**

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.

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.

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.

## I. Non-Household Customer Complaints

The Retailer shall, on a standing basis, provide information to its Non-Household Customers regarding the Consumer Council for Water, including current contact details, to ensure that its Non-Household Customers are made aware of the function of the Council 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 the Council for determination to the Water Redress Scheme (also known as WATRS).

## J. Forms

The Retailer must submit the information required in these Operational Terms as set out in the relevant Form contained in Schedule 1 Part 6 (Forms and Notices) of this Wholesale Contract when required under any process, including when submitting any updates to the information requested in the Forms.

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, 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).

Unless these Operational Terms or the relevant Form provides otherwise, a Form shall be considered "materially complete" if all applicable mandatory information has been completed on the Form. Each Form identifies the applicable mandatory information.

## K. Use of Business Days

The timescales for the processes contained in these Operational Terms are expressed as calendar days or Business Days. Business Days are generally used unless there is a specific reason why calendar days have to be cited, for example to meet a statutory timescale which is not calculated by reference to Business Days, or where there is a need to have steps performed within a specific time period.

## L. References to 'Retailer' and 'Wholesaler'

Throughout these Operational Terms and the Forms contained in Schedule 1 Part 6 (Forms and Notices) of this Wholesale Contract, references to 'Retailer' shall mean Contracting Retailer and references to 'Wholesaler' shall mean Contracting Wholesaler unless expressly stated or the context requires otherwise.

## M. References to Market Terms

Throughout these Operational Terms references to the Market Terms, which are contained in Schedule 1 Part 4 (Market Terms), shall, wherever relevant, also include references to the Code Subsidiary Documents contained in Schedule 1 Part 5 (Code Subsidiary Documents) of this Wholesale Contract.

## N. Process diagrams

Annexes A to I to these Operational Terms contain process flow-diagrams which illustrate the steps within each of the processes. These are provided for illustrative non-binding purposes only and, in the event of any conflict, inconsistency or ambiguity between these Operational Terms and the diagrams set out in Annexes A to I, the Operational Terms shall take precedence.

## O. Wholesale Charges, use of Forms and service of statutory notice

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.

By way of example, the Wholesaler's Wholesale Tariff Document shall contain details of:

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

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.

Wherever required by a process, the Retailer must use 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.

By submitting that Form, 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.

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.

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. 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.

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.

## **P. Sending and receiving notices, notifications, Forms and other written communication**

Any notice, notification, Form 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):

- where the relevant notice period is expressed in terms of Business Days:
  - 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;
  - 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;
  - 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
  - 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
- where the relevant notice period is expressed in calendar days or in hours:
  - if delivered by hand (including courier), when so delivered;

- 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;
- 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
- if sent by e-mail or any other electronic means, when received by the recipient's receiving equipment.

These principles and time periods will apply to any notice, notification, Form 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. These principles and time periods do not apply to any notice, notification, Form 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. For any notice, notification, Form 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, Forms or other communications or documents.

For any notice or notification to be given by the Wholesaler 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.

Unless otherwise specified, where the start of a period of time is defined by reference to an event or act, it shall begin on the Business Day or calendar day (as applicable) after the event or act first occurred or is to occur.

Unless otherwise specified, where a notice, Form 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.

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



# 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.

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

(Equivalent to Scottish Operational Code Process 8A)

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

### Process:

#### Step 1

The Retailer shall notify the Wholesaler of the relevant SPID by submitting Form B/01.

On the Form B/01, the Retailer will include details of any Contribution Offer it has previously agreed with the Wholesaler in respect of that installation under Process H2 and may confirm that it wishes to be given notice of any Wholesaler visit to the Eligible Premises and the Wholesaler shall provide such notice.

Where the Wholesaler receives a notification from the Retailer and the Wholesaler can determine, without a site visit, that the meter installation is infeasible or impractical, it shall notify the Retailer that the request is declined, providing an explanation of why the installation is infeasible or impractical and this process shall end, noting that where the installation is impractical the Retailer may apply for a Contribution Offer under Process H2 and, after any Contribution Offer is agreed, the Retailer may re-start this process under this Step 1.

#### Step 2

Unless the Wholesaler has determined the installation to be infeasible or impractical under Step 1, within **three (3)** Business Days of the date of its receipt of notification under Step 1 it shall arrange with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact on the Form B/01, for any site survey that is required to be carried out to establish the feasibility or practicality of installing a meter.

Installation shall either:

- take place without delay, for example, during the site visit, where the installation is standard; or
- take place at a later date agreed with the Retailer following further investigation by the Wholesaler.

#### Step 3

The Wholesaler shall notify the Retailer within **eight (8)** Business Days of the date of its receipt of the notification under Step 1 if it considers the meter installation to be:

- standard and, if so, whether the meter has already been installed under Step 2, in which case this process continues at Step 5; or



- infeasible, providing an explanation of why the installation is infeasible, in which case the Retailer's request shall be declined and this process shall end; or
- impractical, providing an explanation of why the installation is impractical, in which case the Retailer's request shall be declined and this process shall end, noting the Retailer may apply for a Contribution Offer under Process H2 and, after any Contribution Offer is agreed, the Retailer may re-start this process under Step 1; or
- otherwise non-standard, giving reasons and providing the Retailer with a quotation for the Wholesaler's charges for installing the meter. The quotation shall be valid for **three (3)** Months from the date of issue.

#### Step 4

Where the installation is a standard one, the Wholesaler shall carry it out within **twenty-two (22)** Business Days of its receipt of the notification under Step 1.

Where the meter installation is a non-standard one and the Retailer accepts the Wholesaler's quotation within **three (3)** Months from the date of issue, the Wholesaler shall install the meter within **twenty-two (22)** Business Days of the date of its receipt of the Retailer's acceptance of the quotation.

If the Retailer does not accept the Wholesaler's quotation within **three (3)** Months from the date of issue, the quotation may lapse and the Wholesaler may require this process to be re-started at Step 2.

#### Step 5

Within **five (5)** Business Days of the day on which it installs the meter, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## 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.

## I. 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 Trading 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

(Equivalent to Scottish Operational Code Process 9A)

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

## Process:

### Step 1

Where the Wholesaler is a Water Wholesaler, either:

- the Retailer shall make a request to the Wholesaler to carry out a meter accuracy test by submitting Form B/01 (any Other Retailer or Other Wholesaler may also ask the Wholesaler to perform a meter accuracy test), such a request may apply to Non-Market Meters as well a market meters; or
- the Wholesaler (following a request from an arbitration tribunal or Trading Disputes Committee and when in receipt of the relevant information provided by the arbitration tribunal or Trading Disputes Committee or otherwise on its own initiative) shall notify the Retailer, any Other Retailer and any Other Wholesaler (where applicable) that it intends to carry out a meter accuracy test.

On the Form B/01, the Retailer may confirm that it wishes to be given advance notice of any Wholesaler visit to the Eligible Premises and the Wholesaler shall provide such notice.

### Step 2

If the Wholesaler receives a request for a meter accuracy test within **three (3)** Months of having tested and confirmed the accuracy of the same meter or when it is part way through completing this process in respect of a previous request in relation to that meter, it may notify the person making the request that it shall not carry out the additional meter accuracy test, explaining why and providing the results of any other meter accuracy test conducted within the previous **three (3)** Months.

### Step 3

The Wholesaler may 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/01 or otherwise, and establish the work required in carrying out the test.

Where the Wholesaler has received a request from an arbitration tribunal or Trading Disputes Committee to carry out a meter accuracy test, the Wholesaler shall conduct that visit and carry out the survey, within **ten (10)** Business Days of receiving the request.

### Step 4

The Wholesaler shall visit the Eligible Premises and shall either remove the meter to allow the meter accuracy test to be carried out at an approved test centre and install a replacement meter or perform the meter accuracy assessment in situ, undertaking any remedial actions where required.

Where the Retailer or any Other Retailer or Sewerage Wholesaler requested the test, such a site visit shall take place within **twenty-two (22)** Business Days of the notification under Step 1. Such activities shall be carried out at a date and time agreed with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact on the Form B/01.

Where the arbitration tribunal or Trading Disputes Committee asked for the test, such a site visit shall take place within **twenty-two (22)** Business Days of the completion of the survey under Step 3.

#### Step 5

Within **five (5)** Business Days of any removal of a meter for testing and installation of a replacement meter, the Wholesaler shall notify the Market Operator in accordance with the Market Terms.

#### Step 6

The Wholesaler shall complete the test and notify the Retailer, together with any other person who has requested a meter accuracy test in respect of the same meter, of the results within **twenty (20)** Business Days of the removal of the meter or performance of any in situ test under Step 4.

#### 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 the notification of the test results under Step 6, in accordance with the Market Terms.

## 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.

## J. 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

(Equivalent to Scottish Operational Code Process 10A)

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

### Process:

#### Step 1

Either:

- the Wholesaler shall identify a fault with a meter and shall notify the Retailer that a fault has been identified; or



- the Retailer shall notify the Wholesaler as soon as reasonably practicable that a meter installed at an Eligible Premises is faulty, by submitting a Form B/01.

On the Form B/01, the Retailer may confirm that it wishes to be given advance notice of any Wholesaler visit to the Eligible Premises and the Wholesaler shall provide such notice.

## Step 2

The Wholesaler shall 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, including by indicating such consent on the Form B/01, and shall repair or replace the faulty meter installed at the Eligible Premises within **twenty two (22)** Business Days from the date of notification under Step 1, or notify the Retailer if it considers the meter to be working properly.

## Step 3

Within **five (5)** Business Days of the date of any meter removal and installation, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## 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.

## K. 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

(Equivalent to Scottish Operational Code Process 11A)

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

### Process:

#### Step 1

The Retailer shall make a request to the Wholesaler for a change of a meter installed at an Eligible Premises by submitting a Form B/01. On that Form B/01, the Retailer may confirm that it wishes to be given advance notice of any Wholesaler visit to the Eligible Premises and the Wholesaler shall provide such notice.

The Wholesaler may decline the Retailer's request, providing a reasonable justification for why the request has been declined.

## Step 2

On receiving a request from the Retailer to change a meter installed at an Eligible Premises, the Wholesaler may 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/01, and either:

- arrange for the removal of the meter and installation of the replacement meter without delay (for example, during that first site visit) and in any event within **twenty-two (22)** Business Days its receipt of the request to the Wholesaler under Step 1 where the installation is standard, in which case this process shall continue from Step 5; or
- where the Wholesaler establishes that a change of meter shall be non-standard, the Wholesaler shall, within **ten (10)** Business Days of its receipt of the request from the Retailer under Step 1, give reasons and provide the Retailer with a quotation for the Wholesaler's charges for installing the meter. The quotation shall be valid for **three (3)** Months from the date of issue.

## Step 3

Where the change of meter is a non-standard one and the Retailer accepts the Wholesaler's quotation within **three (3)** Months from the date of issue the Wholesaler shall install the meter within **twenty-two (22)** Business Days of its receipt of the Retailer's acceptance of the quotation. If the Retailer does not confirm that it accepts the Wholesaler's quotation within **three (3)** Months from the date of issue, the quotation may lapse and the Wholesaler may require this process to be re-started at Step 2.

## Step 4

In any event, the Wholesaler shall arrange with the Retailer, or with the Non-Household Customer directly where the Retailer has provided consent to such contact, including by indicating such consent on the Form B/01, a mutually convenient time and date for the works to be carried out and advise in writing of any proposed change of location of the meter.

## Step 5

The Wholesaler shall undertake the work and within **five (5)** Business Days of the date of the removal and installation of the meter, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms.

## 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.



## L. 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 under the Interim Supplier Allocation Process.

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 under the Interim Supplier Allocation Process,

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.

## **M. 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.

## N. 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 meter 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;
- Processes C5 and C6 apply 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 meter 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 error in Registration or a change of circumstance) or removal of Service Components at the request of the Wholesaler

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
C7	Retailer requested amendment to VOA BA Reference or UPRN at the Supply Point

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

(Equivalent to Scottish Operational Code Process 28)

### Purpose and scope of Process C1:

It may be possible for the Wholesaler to verify meter details and records or meter supply arrangements without conducting a site visit. However, physical inspection of meters or meter supply arrangements for the purposes of verifying records or supply arrangements is the Wholesaler's responsibility.

This process sets out the operational arrangements that apply where either the Retailer or the Wholesaler consider that the meter details differ from the details held on their records and the Wholesaler determines that a physical inspection of the meter is necessary.

This process also sets out the arrangements that apply where the meter supply arrangements in relation to an Eligible Premises need to be verified.

Where the relevant meter is a Cross Border Meter necessary for the calculation of Primary Charges for Sewerage Services, the Wholesaler shall seek to procure that the required verification is carried out by the relevant meter owner, within the stated timescales, but shall not be bound to the timescales set out in this Process C1 if it is unable to so procure.

The relevant Form to use for this process is Form C/01 (Verification of meter details or meter supply arrangements).

### Process:

#### Step 1

Either:

- the Retailer (whether they are a Water Retailer or a Sewerage Retailer) shall make a request to the Wholesaler to verify meter details or to verify the meter supply arrangements by submitting a Form C/01. 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;

or:

- the Wholesaler shall check any records it holds and where records may be inaccurate, shall notify the Retailer that it intends to make a physical verification of meter details or meter supply arrangements.

## Step 2

Where a site visit is required, the Wholesaler shall arrange a planned visit to the Eligible Premises either through the Retailer or with the Non-Household Customer directly where the Retailer has provided its consent to such contact (on the Form C/01 or otherwise where the Wholesaler has initiated the verification) and the Wholesaler shall physically inspect the meter details and/or meter supply arrangements on the date and time agreed. The Retailer may be present at the time of the planned visit.

## Step 3

Where the Retailer has requested the verification, the Wholesaler shall notify the Retailer of the findings of the inspection<sup>1</sup> 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 findings that the Wholesaler notified under Step 3 are that data corrections are required in relation to additional Supply Points either not listed in the Retailer's Form C/01 or Registered to another Retailer, the Wholesaler shall notify the Retailer and any other affected Retailer of those initial findings and proceed to Step 5. Otherwise this process shall continue at Step 8 below.

## Step 5

The Wholesaler shall undertake additional desk analysis and site surveys as required and shall develop a plan of data corrections relating to all relevant Supply Points. The Wholesaler shall issue that plan of data corrections to the Retailer and to any other affected Retailer within **ten (10)** Business Days of the date of its notification of initial findings under Step 4. The Wholesaler shall also issue the plan to any other affected Wholesaler if appropriate.

## Step 6

The Retailer shall review the plan of data corrections, including but not limited to, any plan of data corrections it receives as a result of this process being initiated by another Retailer, and shall notify the Wholesaler within **ten (10)** Business Days of its receipt of the plan of any comments, queries or objections. If the Wholesaler receives no such comments, queries or

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<sup>1</sup> 'findings of inspection' – the findings of the inspection are defined by the responses the Wholesaler is required to make as per section 7 of Form C/01

objections within that **ten (10)** Business Day period, then it may proceed on the basis that the Retailer has agreed that the plan of data corrections should be implemented.

### Step 7

If the Retailer or any other affected Retailer or Wholesaler raises queries, comments or objections to the plan of data corrections within the **ten (10)** Business Day period referred to in Step 6, the Wholesaler shall either:

- revise the plan of data corrections in line with the observations and comments received and proceed to Step 8; or
- repeat Step 5 and propose a revised plan of data correction; or
- provide reasons to the Retailer and any other affected Retailer or Wholesaler with details of why it shall continue to implement the original plan of data corrections, setting out its reasons and proceed to Step 8.

### Step 8

The Wholesaler shall implement either the original or any revised plan of data corrections and inform the Retailer and any other affected Retailer or Wholesaler where it has done so.

### Step 9

Where records of meter details or meter supply arrangements held by the Market Operator differ from the findings of the inspection or the plan of data corrections, the Wholesaler shall notify the Market Operator in accordance with the Market Terms within **two (2)** Business Days of the date of its notification of initial findings under Step 4 or of completing the data correction plan under Step 8.

## Process C2 – Gap Sites identified by the Wholesaler

(Equivalent to Scottish Operational Code Process 29)

### Purpose and scope of Process C2:

This process sets out the operational arrangements which apply where the Wholesaler identifies a Gap Site, i.e. an Eligible Premises which is in receipt of Water Services and/or Sewerage Services where no Supply Points or insufficient Supply Points are Registered in relation to such Eligible Premises in the Supply Point Register, for example where there is an Entry Change of Use.

The Wholesaler may identify a Gap Site either:

- through its own work or investigations;
- following a notification from any Other Wholesaler supplying any of the Eligible Premises within its Area or for which it is responsible;

- following a notification from the Market Operator when it requests that the Wholesaler confirm the supply arrangements at an Eligible Premises in cases where one Service Category has been Registered in respect of such premises, for example during the course of Registration of newly constructed Eligible Premises; and/or
- following a notification from the Retailer who does not wish to be Registered to the Gap Site and so who is not making an application under Processes C3.

The Wholesaler shall not follow this process if it identifies an illegal connection at the Gap Site and makes a Permanent Disconnection of that illegal connection and any other connections to the Eligible Premises (i.e. where Water Services and/or Sewerage Services can no longer be provided to the Eligible Premises).

However, the Wholesaler shall follow this process if it identifies an illegal connection at the Gap Site and makes a Temporary Disconnection of that illegal connection and/or any other connections to the Eligible Premises remain (i.e. where Water Services and/or Sewerage Services may still be provided to the Eligible Premises).

## Process:

### Step 1

Either:

- A. Where the Wholesaler has confirmed a Gap Site in its Area or for which it is responsible and it is both the Water Wholesaler and the Sewerage Wholesaler in respect of that Eligible Premises, it shall, within **two (2)** Business Days of that confirmation, write to the Non-Household Customer at the relevant Eligible Premises informing them of at least the following:
  - that their Eligible Premises, Service Category or Service Categories (as the case may be) has not been but shall be Registered in the Supply Point Register;
  - if the Wholesaler has not chosen to exercise its right to exit pursuant to the Exit Regulations:
    - that a Retailer will be Registered to its Eligible Premises and the identity of that Retailer which is to be Registered to its Eligible Premises; and
    - that following that initial Registration they may subsequently choose which Retailer will supply them and provide details of where the Non-Household Customer may find information about the Retailers from which it may choose;
  - if the Wholesaler has chosen to exercise its right to exit pursuant to the Exit Regulations:
    - that they can choose which Retailer will supply them and provide details of where the Non-Household Customer may find information about the Retailers from which it may choose; and

- that if the Non-Household Customer does not make a selection within **twenty (20)** Business Days of the date of the letter, they will be allocated to a Retailer; and
- a unique reference number which includes a means of identifying the Wholesaler;

Or:

B. Where the Wholesaler identifies a Gap Site within its Area (or for which it is responsible) and there is at least one Other Wholesaler for that Eligible Premises, it shall confirm with such Other Wholesaler(s) whether the Eligible Premises is a Gap Site and the action to be taken to update the Supply Point Register. Within **two (2)** Business Days of making that confirmation, the Wholesaler shall write to the Non-Household Customer as set out above if:

- it is the Water Wholesaler and both the water Service Category and the sewerage Service Category are supplied but not Registered or only the water Service Category is supplied but not Registered; or
- it is the Sewerage Wholesaler and only the sewerage Service Category is supplied but not Registered.

Whenever the Wholesaler writes to the Non-Household Customer under A or B above, it shall use any template approved by the Authority for that purpose.

### Step 2

Within **twenty-two (22)** Business Days of the date of its letter to the Non-Household Customer under Step 1 above, the Wholesaler shall also visit the Eligible Premises and:

- conduct any further verification of which Service Components are provided to the Eligible Premises (to the extent not already verified that information prior to Step 1);
- survey the site to identify the practicality or feasibility of installing a meter or meters; and/or
- install any meters or, to the extent that is not feasible or practical to install a meter, confirm any Supply Point to be Unmeasured.

### Step 3

If the Retailer is selected by the Non-Household Customer, the Retailer shall, within **two (2)** Business Days of the Non-Household Customer having selected it (i.e. within **twenty-two (22)** Business Days of the date of the Wholesaler's letter at Step 1 above), notify the Wholesaler that the Retailer should be Registered to the Supply Points, using the unique reference number which the Wholesaler provided in the letter at Step 1.

### Step 4

Whether or not the Retailer has been selected by the Non-Household Customer and notified the Wholesaler of its selection under Step 3, within **two (2)** Business Days of the expiry of the **twenty-two (22)** Business Day period referred to in Step 3, the Wholesaler shall notify the Market Operator of the requirement for a new Supply Point in accordance with the Market

Terms, including specifying any Retailer which it is aware has been selected by the Non-Household Customer.

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

(Equivalent to Scottish Operational Code Process 30)

### Purpose and scope of Process C3:

This process sets out the operational arrangements which apply where the Retailer identifies a Gap Site, i.e. an Eligible Premises which is in receipt of Water Services and/or Sewerage Services where no Supply Points or insufficient Supply Points are Registered in relation to such Eligible Premises in the Supply Point Register.

If the Retailer identifies or suspects there to be a Gap Site but is not seeking to be Registered in respect of the Gap Site, the Retailer shall, nonetheless, notify the Wholesaler of the actual or potential Gap Site and the Wholesaler shall investigate and update the Supply Point Register as necessary in accordance with Process C2. For clarity, Gap Sites may be Occupied Premises or Vacant Premises.

This process does not apply to Gap Sites which are identified by the Wholesaler under C2 above and where the Non-Household Customer has selected the Retailer after receiving a Wholesaler letter. In those cases, the Retailer will perform Step 3 of Process C2 and not follow this Process C3.

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

### Process

#### Step 1

Where the Retailer has confirmed any Gap Site and wishes to be Registered in respect of that Gap Site, it shall, within **two (2)** Business Days of reaching such agreement, submit a Form C/02 to the Wholesaler and any Other Wholesaler.

#### Step 2

If the Wholesaler is the only Wholesaler providing Water Services and/or Sewerage Services to the Eligible Premises, it will complete Steps 3 and 4 below.

However, if there is any Other Wholesaler providing Water Services and/or Sewerage Services to the Eligible Premises, the Wholesaler shall confirm with such Other Wholesaler whether the Eligible Premises is a Gap Site and the action to be taken to update the Supply Point Register. Within **two (2)** Business Days of making that confirmation, the Wholesaler shall proceed to complete Steps 3 and 4 below if:

- it is the Water Wholesaler and both the water Service Category and the sewerage Service Category are supplied but not Registered or only the water Service Category is supplied but not Registered; or



- it is the Sewerage Wholesaler and only the sewerage Service Category is supplied but not Registered.

### Step 3

Within **twenty-two (22)** Business Days of its receipt of the request from the Retailer under Step 1, the Wholesaler shall confirm the information supplied with its records or with the Other Wholesaler as necessary. The Wholesaler shall also undertake a site visit to the Eligible Premises and:

- conduct any further verification of which Service Components are provided to the Eligible Premises;
- survey the site to identify the practicality or feasibility of installing a meter or meters; and/or
- install any meters or, to the extent it is not feasible or practical to install a meter, confirm any Supply Point to be Unmeasured.

If at this stage, the Wholesaler identifies an illegal connection at the Gap Site and makes a Permanent Disconnection of that illegal connection and any other connections to the Eligible Premises (i.e. where Water Services and/or Sewerage Services can no longer be provided to the Eligible Premises), this process shall end.

However, if the Wholesaler identifies an illegal connection at the Gap Site and makes a Temporary Disconnection of that illegal connection and/or any other connections to the Eligible Premises remain (i.e. where Water Services and/or Sewerage Services may still be provided to the Eligible Premises), the Wholesaler and Retailer shall continue with this process to ensure that the Supply Point Register is kept up-to-date.

The awarding Wholesaler will make an assessment as to whether any Gap Site Incentive Scheme Payment(s) are due to the Retailer in accordance with the terms of Gap Site Incentive Scheme Guidance.

### Step 4

Within **five (5)** Business Days of completing Step 3, the Wholesaler will either:

- notify the Market Operator of the requirement for a New Supply Point, including specifying that the Retailer is to be Registered to it, in accordance with the Market Terms; or
- notify the Retailer that it considers the Retailer's request to be invalid, providing reasons for its decision. Where those reasons are that the Wholesaler does not consider the Eligible Premises to be within its Area or that it is responsible for the Service Category, then, wherever possible, it shall also inform the Retailer to which Wholesaler it considers the application should be made.

The awarding Wholesaler will notify the Retailer as to:

- Whether or not a Gap Site Incentive Scheme Payment(s) is due in relation to the premises; and
- The value of any Gap Site Incentive Scheme Payment(s);

- If the application is a duplicate including the time and date that the earlier application was received / initiated (for Wholesaler initiated Gap Sites); and
- If and why the application is considered to be erroneous and whether an erroneous application charge will apply.

### **Step 5**

~~Wherever applicable in accordance with any Gap Site incentive scheme operated by the Wholesaler, the Retailer may initiate a request for an incentive payment under Process H6.~~

## **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 error in Registration or a change of circumstance) or removal of Service Components at the request of the Wholesaler

(Equivalent to Scottish Operational Code Process 31)

### Purpose and scope of Process C5:

Deregistration of Supply Points or removal of one or more Service Components is the responsibility of the Wholesaler. Deregistration of a Supply Point or removal of a Service Component may be required because it has been incorrectly Registered (for example, it is a duplicate Supply Point) or was Registered in error or because there has been a change in circumstance (for example, an Exit Change of Use).

This process sets out the operational arrangements which apply where the Wholesaler identifies a potential requirement to remove Service Components or to Deregister a Supply Point from the Supply Point Register, where no physical Disconnection of the Supply Point is required. Where a physical Disconnection of the Supply Point is required, the processes in part I (Disconnections) should be followed.

This process does not apply to the removal of Trade Effluent Service Components, which is dealt with in part G (Trade Effluent).

## Process:

### Step 1

Where the Wholesaler identifies a Supply Point that may require the removal of a Service Component(s) or Deregistration of a Supply Point, it shall carry out investigations into the status of the Supply Point or Service Component.

### Step 2

The Wholesaler may visit the Eligible Premises to verify the Water Services and/or Sewerage Services provided. The Wholesaler shall arrange the visit with the Retailer or directly with the Non-Household Customer where the Retailer has provided consent to such contact. The Retailer may be present at the time of the planned visit.

### Step 3

Where the Wholesaler identifies the requirement to remove Service Component(s) or to Deregister the Supply Point(s), it shall, at least **twenty (20)** Business Days in advance of its proposed date of notification to the Market Operator, notify the Retailer and any Other Wholesaler or Other Retailer as relevant, that it intends to remove Service Component(s), Deregister the Supply Point(s) or make some other change to the SPID Data. The Wholesaler's notification shall include the following:

- the SPID(s);
- the Wholesaler's reasons for the notification, including whether the reason is an error in Registration or incorrectly Registered or there has been a change in circumstance;
- details of the nature of the investigation;
- the findings and date of any visit to the Eligible Premises;
- details of all Supply Points to be deregistered or Service Component(s) to be removed;
- the expected date of notification to the Market Operator; and
- any relevant supporting information or evidence.

### Step 4

Either the Retailer, any Other Retailer or any Other Wholesaler notified under Step 3 may challenge the Wholesaler's decision, providing the reason for the challenge and any additional information, within **Twenty (20)** Business Days from the date of notification referred to in Step 3. If no response is received by the Wholesaler within that **Twenty (20)** Business Day period, the Wholesaler shall notify the Market Operator of the change required in accordance with the Market Terms;Or

Where the Retailer, any Other Retailer and any Other Wholesaler notified under Step 3 accept the Wholesalers decision to deregister the premises the Wholesaler shall proceed to step 6.

## Step 5

Where the Retailer challenges the Wholesaler's decision, the Wholesaler shall, within **ten (10)** Business Days of the date of its receipt of that challenge from the Retailer, notify the Retailer that:

- the Wholesaler accepts the Retailer's challenge and/or shall change its decision; or
- the Wholesaler does not accept the Retailer's challenge and shall continue with its original decision.

## Step 6

Where the Supply Point is to be Deregistered or a Service Component is to be removed, the Wholesaler shall notify the Market Operator within **two (2)** Business Days of confirming to the Retailer that the Deregistration or Service Component removal is to proceed, in accordance with the Market Terms.

Within those **two (2)** Business Days, the Wholesaler shall also notify the Market Operator of any change to the SPID Data which does not require Deregistration of a Supply Point or removal of a Service Component in accordance with the Market Terms.

## 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

(Equivalent to Scottish Operational Code Process 32)

### Purpose and scope of Process C6:

Removal of one or more Service Components or Deregistration of Supply Points is the Wholesaler's responsibility. Deregistration of a Supply Point may be required because it has been incorrectly Registered (for example, it is a duplicate Supply Point) or was Registered in error or because there has been a change in circumstance (for example, an Exit Change of Use).

This process sets out the operational arrangements which apply where the Retailer identifies a requirement to undertake any of the above and where no physical Disconnection of the Supply Point is required. Where a physical Disconnection of the Supply Point is required, the processes in part I (Disconnections) should be followed.

This process does not apply to the removal of Trade Effluent Service Components, which is dealt with in part G (Trade Effluent).

The relevant Form to use for this process is Form C/03 (Request for deregistration of a supply point or removal of service components).

### Process:

## Step 1

Where the Retailer identifies a Supply Point that may require the removal of Service Components or the Deregistration of a Supply Point, it shall carry out investigations into the status of the Supply Point.

## Step 2

The Retailer shall make a request to the Wholesaler (or to both the Wholesaler and any Other Wholesaler where applicable) to remove the Service Components or Deregister a Supply Point by submitting a Form C/03 to each relevant Wholesaler, with a copy to any other applicable Retailer as appropriate.

## Step 3

The Wholesaler may, where it deems it necessary, make a planned visit to the Eligible Premises either making arrangements with the Retailer or directly with the Non-Household Customer where the Retailer has provided consent to such contact on the Form C/03, 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 its findings of the investigation and confirm if the Deregistration of the Supply Point or removal of a Service Component is to proceed within **twenty (20)** Business Days of its receipt of a materially complete Form C/03 from the Retailer.

## Step 5

Where the Wholesaler's investigations confirm that Service Components should be removed or the Supply Point should be Deregistered, the Wholesaler shall notify the Market Operator, in accordance with the Market Terms, within **two (2)** Business Days of the date of its notification to the Retailer under Step 4.

Within those **two (2)** Business Days, the Wholesaler may also notify the Market Operator of any change to the SPID Data which does not require Deregistration of a Supply Point or removal of a Service Component in accordance with the Market Terms.

## 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 of any planned interruption to supply including any decrease in water pressure to below the applicable minimum standard, which takes place within all or part of its Area and which is reasonably likely to affect the supply to the Retailer's Non-Household Customers. Such notifications shall be by electronic means.

In addition, the Wholesaler shall also notify the Retailer of any planned change to supply, including any change in pressure or change in the composition of water provided, which takes place within all or part of its Area and which is reasonably likely to affect the supply to Eligible Premises which are the subject of Non-Public Health Related Site Specific Arrangements.

The Wholesaler should continue to conduct any public consultations or campaigns which it runs 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 shall also notify its Non-Household Customer of any planned interruption to supply (and, in the case of any Non-Public Health Related Site Specific Arrangements, any planned change to supply) 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 having an effect on Non-Household Customers - long-term planning
D2	Short-term planned activities
D3	Reactive activities

## Process D1 – Notification of capital works having an effect on Non-Household Customers - long-term planning

(Equivalent to Scottish Operational Code Process 19)

### Process:

#### Step 1

At least once every **three (3)** Months, but sooner if known, the Wholesaler shall notify the Retailer of all work that it intends to conduct on its Network and which may interrupt the Water Services and/or Sewerage Services which it provides; together with any information about the expected interruption which it has. 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
- where available, more detailed information about the programme of work, including specific geographical areas by postcode outcode (i.e. the first three (3) or four (4) digits of the postcode), the nature of the work and the likely level of any disruption to Water Services and/or Sewerage Services.

At the same time, the Wholesaler shall notify the Retailer of any updates to previous notifications, including any changed, further 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.

## 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 an effect on its Water Services and/or Sewerage Services provided to Non-Household Customers, the Wholesaler shall notify and update the Retailer of those activities, and shall keep the Retailer 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. It shall also state any alternative arrangements that the Wholesaler proposes to make.

Where any such activities 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 give the Retailer any additional relevant information in relation to these activities as it has available.

For any major interruption to supply, the Wholesaler shall provide the Retailer with details of any contingency plan which it has for the work taking longer than planned.

#### 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 complete work for reasons outside of its control

If the Wholesaler is unable to complete the work on the planned date for reasons outside its control, then it may reschedule the proposed start date provided it notifies the Retailer at least **forty-eight (48)** hours in advance of the rescheduled start date or the Retailer agrees to a shorter time period.

#### Step 4

##### Wholesaler request to modify proposed start date

Otherwise, if the supply of Water Services and/or Sewerage Services to at least one of the Retailer's Non-Household Customers is reasonably likely to be affected by the planned work, the Wholesaler can only modify the proposed start date of work with agreement of the Retailer (which is not to be unreasonably withheld). If the Retailer 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 in 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 of specific activities **forty-eight (48)** hours in advance of the time chosen to commence such activities where they are reasonably likely to affect Water Services and/or Sewerage Services provided to 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.

Where any planned activities 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 give the Retailer additional information in relation to these activities so far as it relates to the Retailer's Non-Household Customers.

For any major interruption to supply, the Wholesaler shall provide the Retailer with the relevant details of any contingency plan which it has for the work taking longer than planned.

# 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>2</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>2</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:

- 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;
- 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;
- 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;
- 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);
- 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;
- 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>3</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>3</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 planned two (2) or more Business Days in advance) where the Non-Household Customers are to be given advance notice of such visits.

### **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 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

(Equivalent to Scottish Operational Code Process 13)

### Purpose and scope of Process F4:

This process states what the Wholesaler or Retailer shall do on receipt of certain enquiries or other information from a Non-Household Customer. This process relates to general enquiries about Water Services and/or Sewerage Services (including drinking water quality) made solely with the intent of eliciting information about those Water Services and/or Sewerage Services (including drinking water quality) and in the absence of any expression of concern, dissatisfaction or service shortfall (to which Process F5 would apply).



This process does not relate to enquiries in relation to an unplanned change in Water Services and/or Sewerage Services, the processes for which are set out in part E (Unplanned events and incidents) of these Operational Terms.

The Wholesaler may be required to report information about certain types of Non-Household Customer enquiries to Relevant Authorities, such as the Drinking Water Inspectorate. The Retailer shall provide the Wholesaler with such information and assistance as it reasonably requires in relation to its provision of any such reports.

The relevant Form to use for this process is Form F/01 (Enquiries including record of drinking water enquiries ).

## Process:

### A: Enquiries received by the Wholesaler

#### Step 1

Where the enquiry relates to an unplanned change in Water Services and/or Sewerage Services, Water Fittings Regulations or Trade Effluent, the Wholesaler shall follow the processes in part E (Unplanned events and incidents), Process F6 or Process G1 respectively.

#### Step 2

When the Wholesaler receives any other enquiry from a Non-Household Customer, it shall immediately re-direct the Non-Household Customer to the Retailer.

### B: Enquiries received by the Retailer

Where the Retailer receives information or enquiries from its Non-Household Customer about an unplanned change to Water Services and/or Sewerage Services, including a Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, it shall follow the processes set out under heading C (24 hour contact arrangements) of part E (Unplanned events and incidents).

If the Retailer receives any other enquiry from one of its Non-Household Customers and the enquiry relates to drinking water quality, if the Retailer can address the enquiry by reference to the Wholesaler's website (e.g. by provision of a water quality report relating to the enquiry) the Retailer may deal with the enquiry directly. If the Retailer is unsure if it can or may deal with the enquiry directly, and in any event for all other drinking water quality enquiries which are not covered by part E (Unplanned events and incidents) as described above (i.e. enquiries or a non-urgent or routine nature), the Retailer shall seek information from the Wholesaler using this Process F4.

If the Retailer receives any other enquiry from one of its Non-Household Customers, which is not covered by part E (Unplanned events and incidents) as described above and which is not a drinking water quality enquiry, and the Retailer needs information from the Wholesaler in order to respond to its Non-Household Customer, the Retailer shall use this Process F4.

#### Step 1

Where the Retailer receives an enquiry which relates to:

- any matter on which the Retailer needs information from the Wholesaler in order to respond to its Non-Household Customer; and/or
- an enquiry of a non-urgent or routine nature about drinking water quality which does not indicate a Drinking Water Supply Change, including an enquiry about the composition of the water supplied; or
- any request for:
  - information about fluoride levels;
  - information about water hardness;
  - obtaining a water quality report;
  - information about the water supplied, including information about how the water is treated, applicable drinking water quality standards or how drinking water is regulated;
  - the drinking water quality available to pets and other animals such as zoos;
  - levels of lead within the water, e.g. any lead analysis request;
  - water quality prompted by information which the Non-Household Customer has received from public sources; and/or
  - the Wholesaler's management of any unplanned change, including any concern relating to information provided by the Wholesaler in the course of its management,

the Retailer shall inform the Wholesaler of that enquiry by submitting Form F/01.

## Step 2

The Wholesaler shall respond to the Retailer as soon as practicable and in any event within **ten (10)** Business Days or any later date agreed with the Retailer.

## Process F5 – Non-Household Customer complaints

(Equivalent to Scottish Operational Code Process 17)

### Purpose and scope of Process F5:

This process sets out the operational requirements to be followed by the Contracting Wholesaler and the Contracting Retailer in the event of it receiving a complaint under Regulation 7 from either the Contracting Retailer or the Non-Household Customer, including payments of amounts under the GSS Regulations in accordance with both Section 2.4 and Schedule 3 of the Business Terms. The Retailer shall also have regard to its obligations regarding publication of information to its Non-Household Customers as set out in heading I in the General Introduction and Summary of these Operational Terms.

This process applies in relation to complaints made by Non-Household Customers of a non-urgent nature only. When a Non-Household Customer makes a complaint of an urgent nature to the Retailer in relation to the Wholesaler's provision of Water Services and/or Sewerage

Services, and that information indicates a Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, the Retailer shall follow part E (Unplanned events and incidents). Where part E (Unplanned events and incidents) applies, there is no need to also use this process or to use Form F/02.

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 may be required to report certain information about Non-Household Customer concerns or complaints to Relevant Authorities such as the Drinking Water Inspectorate. The Retailer shall provide the Wholesaler with such information or assistance as it reasonably requires in relation to its provision of any such reports.

The relevant Form to use for this process is Form F/02 (Complaints).

## Process:

### Step 1

When the Wholesaler receives a complaint of an urgent nature from a Non-Household Customer about an unplanned change to Water Services and/or Sewerage Services including a Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk, it shall deal with that matter directly under part E (Unplanned events and incidents).

If however the complaint is about any other matter, the Wholesaler shall direct the Non-Household Customer to the Retailer who shall deal with the Non-Household Customer's complaint.

### Step 2

Where the Retailer receives a complaint or concern which relates to:

- any matter which requires the Retailer to obtain information from the Wholesaler in order to be able to respond effectively; and/or
- the Wholesaler's provision of Water Services and/or Sewerage Services, of a non-urgent or routine nature,

it shall within **one (1)** Business Day of receiving the complaint from the Non-Household Customer submit a Form F/02 to the Wholesaler which shall, amongst other things, provide relevant information and such supporting detail about the complaint to allow the matter to be progressed by the Wholesaler, noting whether any payment is being claimed.

### Step 3

The Wholesaler shall acknowledge the complaint and report to the Retailer within **five (5)** Business Days of its receipt of the complaint. The report shall provide at least the following information:

- Retailer ID;
- SPID(s) where relevant;
- The date, means and content of any communications with the Non-Household Customer;
- complaint reference number or numbers where more than one Non-Household Customer has complained concerning the same or a related incident; and
- any resolution available to the Non-Household Customer complaint.

Save as set out below, within **eight (8)** Business Days of its receipt of the complaint the Wholesaler shall issue a substantive response to the Retailer which is clear as to the action (if any) to be taken, the timescale for such action and the estimated resolution date and any other relevant information proposed by the Wholesaler.

If the Wholesaler is not able to issue such a response within **eight (8)** Business Days of its receipt of the complaint due to reasons cited as permitted reasons beyond its reasonable control in the applicable Guaranteed Service Standard (for example, in relation to vexatious or frivolous complaints) it shall, at all times, act expeditiously in dealing with the complaint. In such cases the Wholesaler shall also confirm within **eight (8)** Business Days of receipt of the complaint the reasons why the complaint cannot be responded to within the **eight (8)** Business Days period and when it will be able to respond.

## 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 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	Application for Trade Effluent Consent or temporary Trade Effluent Consent and re-activation of discontinued Trade Effluent Consent
G3	Variation of Trade Effluent Consents
G4	Trade Effluent monitoring
G5	Discontinuation of Trade Effluent Consent
G6	Termination of Trade Effluent Consent

## 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

(Equivalent to Scottish Operational Code Processes 15)

#### Purpose and scope of Process G1:

This process states what the Wholesaler or the Retailer does on receipt of a Trade Effluent enquiry.

The enquiries which should be dealt with by the Wholesaler directly are any enquiry relating to:

- the details or processing of a Trade Effluent Consent;
- quality and analytical or monitoring information;
- enforcement activity; and
- impacts on the Wholesaler's Network from Trade Effluent discharges.

As set out under heading C (24 hour contact arrangements) of part E (Unplanned events and incidents), the Wholesaler should also be made aware of any Trade Effluent matter which may indicate a Drinking Water Supply Change, Sewer Flooding or Other Public Health Risk. If the Retailer is told or otherwise becomes aware of any unconsented Trade Effluent discharge (including any breach of any limits of a Trade Effluent Consent) it must inform the Wholesaler immediately.

The relevant Form to use for this process is Form G/01 (Trade effluent enquiries).

#### Process:

#### A: Trade Effluent enquiry received by the Wholesaler

##### Step 1

When the Wholesaler receives a Wholesale Trade Effluent enquiry, which relates to the issues listed in the purpose and scope of this Process G1, from the Retailer using Form G/01 or otherwise directly from the Non-Household Customer, the Wholesaler shall make a substantive response to the party who submitted the enquiry within **ten (10)** Business Days of its receipt of the enquiry. Where one of the Retailer's Non-Household Customers submitted the enquiry directly, the Wholesaler shall also copy of its response to the Retailer.

## Step 2

When the Wholesaler receives any other enquiry relating to Trade Effluent which is not listed in the purpose and scope of this Process G1 from one of the Retailer's Non-Household Customers, for example, in relation to billing or pre-treatment waste handling services, it shall, without delay, re-direct the Non-Household Customer to the Retailer.

If the Non-Household Customer has not selected a Retailer, the Wholesaler shall write to the Non-Household Customer asking it to select a Retailer.

## B: Trade Effluent enquiry received by the Retailer

### Step 1

When the Retailer receives a Trade Effluent enquiry from a Non-Household Customer, the Retailer shall either:

- deal with the enquiry itself (where it does not relate to those matters set out in the purpose and scope of this Process G1); or
- forward on the enquiry to the Wholesaler as soon as is reasonably practicable, using Form G/01, in which case Step 1 of Process G1.A above shall apply.

In particular, the Retailer shall not seek to respond on the Wholesaler's behalf in respect of any enquiry relating to an investigation or an enforcement matter.

## Process G2 – Application for Trade Effluent Consent or temporary Trade Effluent Consent and re-activation of discontinued Trade Effluent Consent

(Equivalent to Scottish Operational Code Processes 22)

### Purpose and scope of Process G2:

Trade Effluent Consents are granted by the Wholesaler to certain owners or occupiers of Eligible Premises. This process sets out the operational arrangements for the Trade Effluent Consent application process where an application is made by the Retailer on behalf of its Non-Household Customer, or by a Non-Household Customer directly, either for a new Trade Effluent Consent or temporary Trade Effluent Consent or for re-activation of a discontinued Trade Effluent Consent.

The relevant Form to use for this process is either Form G/02 (Trade effluent discharge application) or Form G/03 (Temporary trade effluent discharge application).

### Process:

#### Step 1

If one of the Retailer's Non-Household Customers wishes to apply for a Trade Effluent Consent/temporary Trade Effluent Consent, the Retailer shall arrange service of an application, using Form G/02 or Form G/03 respectively, to the Wholesaler in accordance with



section 119 of the Water Industry Act 1991 or otherwise apply for re-activation of a discontinued Trade Effluent Consent by submitting Form G/02.

## Step 2

If the Wholesaler receives an application for Trade Effluent Consent from one of the Retailer's Non-Household Customers directly, the Wholesaler shall notify the Retailer that it has received it within **two (2)** Business Days of its receipt of the application, send the Retailer a copy and otherwise continue with this process. The Wholesaler shall also copy the Retailer in any further correspondence with the Non-Household Customer.

If the Non-Household Customer has failed to select a Retailer, the Wholesaler shall write to the Non-Household Customer asking it to select a Retailer.

## Step 3

Within **five (5)** Business Days of its receipt of Form G/02 Form G/03 under Step 1 or 2, the Wholesaler shall contact the Retailer (or Non-Household Customer where the application has been submitted by the Non-Household Customer) to either:

- acknowledge receipt of the Form G/02 and/or Form G/03 which the Wholesaler determines is sufficiently complete to enable the Wholesaler to progress the application; or
- note that the Form G/02 and/or Form G/03 is not sufficiently complete to enable the Wholesaler to progress the application (as determined by the Wholesaler), and provide an explanation of what further information is required. In this case, the Retailer (or Non-Household Customer if applicable) may re-start this process at Step 1 or 2 by arranging for Form G/02 or Form G/03 to be re-submitted and/or re-served, together with the required information.

## Step 4

Where necessary, including where required by section 120 of the Water Industry Act 1991, the Wholesaler shall refer the application to any appropriate agency or body within a period of **two (2)** Months beginning on the calendar day after the date on which it received the application, notify the Retailer and Non-Household Customer of that referral and update the Retailer and Non-Household Customer in respect of any communications or other progress in respect of that referral. Where such a referral is made, it may not be possible for the Wholesaler to complete the remaining steps of this process within the timescales specified and it shall do so as soon as reasonably practicable.

## Step 5

If the Wholesaler requires further information in respect of the application, other than what should be provided in a sufficiently complete Form G/02 or Form G/03, it shall as necessary:

- request the information via the Retailer in the first instance but contact the Non-Household Customer directly if necessary provided that it confirms the details of such contact to the Retailer; and/or
- make a request for a site visit via the Retailer or ask for the Retailer's consent for it to contact a Non-Household Customer directly.

The Retailer shall provide the additional information requested within **five (5)** Business Days or, if the requested information is not provided in that period, the Retailer shall within that **five (5)** Business Days period facilitate or agree to the site visit to enable the Wholesaler to seek the required information directly.

If, following receipt of additional information requested, or following a site visit or otherwise, it becomes apparent to the Wholesaler that there are material inaccuracies in the information provided in the Form G/02 or Form G/03, the Wholesaler may require the Retailer to arrange for submission of a new Form G/02 or Form G/03 and this Process G2 shall be repeated from Step 1 above.

### **Step 6**

Unless a referral under Step 4 has been necessary, the Wholesaler shall provide a non-binding indicative decision on the application or other request (Form G/02 or Form G/03) within **thirty (30)** Business Days from its receipt. Following receipt of the indicative decision, the Retailer may, on behalf of its Non-Household Customer, make representations to the Wholesaler and/or provide further information to the Wholesaler as it considers necessary.

### **Step 7**

Having made its final decision on the application or other request (Form G/02 or Form G/03), whether following a referral under Step 4 or otherwise, the Wholesaler may either:

- grant or re-activate the Trade Effluent Consent by approving the application, either unconditionally or imposing whatever conditions it is competent to impose; or
- reject the application giving its reasons.

Unless a referral under Step 4 has been necessary, the Wholesaler shall make its final decision on the application within a maximum of **two (2)** Months beginning on the calendar day after the date on which the application was served on it and send notification of that decision to the Retailer and Non-Household Customer, any known prospective occupier and any consultees previously notified.

### **Step 8**

Where it has granted a Trade Effluent Consent, the Wholesaler shall notify the Market Operator within **two (2)** Business Days of the grant or, if later, within **five (5)** Business Days of the Registration of the Supply Point, in accordance with the Market Terms.

### **Step 9**

Unless a referral has been made under Step 4 above, if, within the **two (2)** Month time period set out under Step 8 above, the Wholesaler has failed to give its consent, has refused to give consent, or has imposed conditions which the Non-Household Customer or the Retailer, on behalf of its Non-Household Customer, does not wish to accept, the Non-Household Customer may appeal the Wholesaler's actions or omissions, for example to the Authority under section 122 of the Water Industry Act 1991. The Wholesaler and the Retailer shall ensure that any necessary information is provided to each other and to the Non-Household Customer in respect of that appeal, and that the Market Operator is notified of any changes in accordance with the Market Terms to any information previously provided.

## Process G3 – Variation of Trade Effluent Consents

(Equivalent to Scottish Operational Code Process 22)

### Purpose and scope of Process G3:

The Wholesaler may vary a Trade Effluent Consent under section 125 of the Water Industry Act 1991 at any time if it considers it necessary to do so in order to provide proper protection for persons likely to be affected by the discharges. The Non-Household Customer, or the Retailer on behalf of its Non-Household Customer, may also request or agree to a variation to an existing Trade Effluent Consent at any time.

Otherwise, under section 124 of the Water Industry Act 1991, after a period of **two (2)** years from the date of a Trade Effluent Consent or any variation of that Trade Effluent Consent which was not made with the consent of the Non-Household Customer, the Wholesaler may vary the terms of a Trade Effluent Consent, or shall review the terms of a Trade Effluent Consent when requested by the Non-Household Customer or the Retailer on behalf of its Non-Household Customer.

Certain public agencies may also review Trade Effluent Consents. This process sets out how the Retailer and Wholesaler shall interact with each other in respect of all such variations.

The relevant Form to use for this process is Form G/02 (Trade effluent discharge application).

### Process:

#### Step 1

Where the Wholesaler wishes to initiate a variation or to amend or add to a variation requested by the Retailer or Non-Household Customer, it shall notify the Retailer and its Non-Household Customer of its intention to consider a variation or of the amendment or addition to the requested variation together with its reasons for doing so and any initial view it may have as to what an appropriate variation would be. Unless a particular period of notice is otherwise required or agreed, the Wholesaler shall allow a period of **two (2)** Months for the Retailer and/or its Non-Household Customer to make representations to it in respect of the variation.

Where the Retailer on behalf of its Non-Household Customer wishes to initiate a variation it shall make a request to the Wholesaler for such variation using Form G/02, including providing reasons and any necessary supporting evidence.

If the Wholesaler receives a request directly from the Retailer's Non-Household Customer it shall notify the Retailer that it has received it within **two (2)** Business Days of its receipt of the request and provide a copy to the Retailer but otherwise continue with this process.

Where the Wholesaler receives a request for, or wishes to initiate, a variation to a Trade Effluent Consent it shall also notify any appropriate body or agency, such as the Environment Agency or Natural Resources Wales where appropriate.

## Step 2

Following the consultation period under Step 1, or otherwise when requested by and agreed with the Non-Household Customer or the Retailer on behalf of its Non-Household Customer, the Wholesaler may make a direction to change the Trade Effluent Consent and shall notify such a direction to the Retailer and its Non-Household Customer. Such direction shall take effect not earlier than **two (2)** Months from the date of the notification under Step 1.

## Step 3

Where an appropriate body or agency directs a variation of a Trade Effluent Consent, the Wholesaler shall notify the Retailer and its Non-Household Customer of that direction as soon as possible.

## Step 4

Where the Wholesaler has varied the Trade Effluent Consent, it shall notify the Market Operator within **two (2)** Business Days following the variation taking effect, in accordance with the Market Terms.

## Step 5

Where the Non-Household Customer, the Retailer on behalf of its Non-Household Customer or the Wholesaler appeal against any variation of a Trade Effluent Consent, the Retailer and the Wholesaler shall ensure that any necessary notices or other information are provided to each other, to the Non-Household Customer in respect of that appeal.

## 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

(Equivalent to Scottish Operational Code Process 25)

### Purpose and scope of Process G5:

The Wholesaler may discontinue a Trade Effluent Consent to reflect a temporary cessation of discharges and the associated Wholesale Charges. This Process sets out the operational requirements for discontinuation of Trade Effluent Consents.

The relevant Form to use for this process is Form G/02 (Trade effluent discharge application).

### Process:

#### Step 1

The Non-Household Customer, or the Retailer on behalf of its Non-Household Customer, may request the Wholesaler to discontinue the Trade Effluent Consent to the specified Eligible Premises using Form G/02.

If the Wholesaler receives a request to discontinue the Trade Effluent Consent directly from the Non-Household Customer it shall notify the Retailer of that within **two (2)** Business Days of its receipt of the request, provide a copy to the Retailer and otherwise continue with this process.

Alternatively, the Wholesaler may notify the Retailer of its intention to discontinue a Trade Effluent Consent.

#### Step 2

The Wholesaler may discontinue a Trade Effluent Consent to the Eligible Premises provided that:

- any provision of Sewerage Services to, or disposal of sewage from the Eligible Premises for a purpose otherwise than in respect of Trade Effluent or any other premises are not adversely affected by the discontinuation;
- there is no likely public health risk arising in consequence of the discontinuation;
- the Wholesaler has the statutory right to carry out the discontinuation; and
- any relevant processes or applications are followed and served.

#### Step 3

On discontinuation of the provision of the Trade Effluent Consent, the Wholesaler shall notify the Market Operator within **two (2)** Business Days of such discontinuation in accordance with the Market Terms.

## Process G6 – Termination of Trade Effluent Consent

(Equivalent to Scottish Operational Code Process 25)

### Purpose and scope of Process G6:

It may be possible, in some circumstances, for the Wholesaler to terminate a Trade Effluent Consent. This process sets out how the Retailer and the Wholesaler should interact in respect of such terminations.

### Process:

#### Step 1

The Wholesaler (where it considers it possible), the Retailer on behalf of its Non-Household Customer or a Non-Household Customer may request a Trade Effluent Consent termination.

#### Step 2

Where the Wholesaler initiates a Trade Effluent Consent termination, it shall inform both the Non-Household Customer and the Retailer of its intention to proceed with termination.

Where the Retailer or Non-Household Customer initiates the termination, the Wholesaler shall acknowledge the request and ensure that both the Non-Household Customer and the Retailer are informed at the same time.

#### Step 3

Whether as part of the information provided under Step 2 or otherwise, the Wholesaler shall, in accordance with any Law or other obligation, notify both the Non-Household Customer and the Retailer either:

- that the Wholesaler shall terminate the Trade Effluent Consent and the effective date of the termination; or
- that the Wholesaler shall not proceed with the termination.

#### Step 4

On termination of the Trade Effluent Consent, the Wholesaler shall notify the Market Operator within **two (2)** Business Days of the date on which the Trade Effluent Consent terminates in accordance with the Market Terms.

# Part H: Allowances, assessment requests and ~~incentive~~ applications

## General introduction

Part H (Allowances, assessment requests and ~~incentive~~ 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 Vacant Premises incentive 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 ~~incentive~~ 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	<del>Application for payment of Gap Site incentive payment</del> <u>[NOT IN USE]</u>
H7	Application for payment of Vacant Premises incentive 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 – Application for payment of Gap Site incentive payment**[NOT IN USE]

~~(Equivalent of Processes set out in WICS guidance on incentive scheme payments dated April 2010 and updated in March 2014)~~

### ~~Purpose and scope of Process H6:~~

~~This process sets out the arrangements which apply where the Wholesaler offers an incentive scheme in relation to Gap Sites and the Retailer seeks to claim an incentive in respect of that scheme.~~

~~Details of any Gap Site incentive scheme the Wholesaler operates, including:~~

~~when the Retailer shall be able to claim an incentive payment from the Wholesaler for identifying a Gap Site (for example, if only a Retailer Registered to the relevant Supply Point shall be able to claim an incentive payment);~~

~~the value of any such incentive; and~~

~~the timing of payments,~~

~~shall be as set out in the Wholesale Tariff Document. This process sets out the steps which the Wholesaler and the Retailer shall take when the Retailer wishes to claim such an incentive payment.~~

~~The relevant Form to use for this process is Form H/05 (Application for gap site incentive payment).~~

### ~~Process:~~

### **Step 1**

~~Where applicable under the terms of the Wholesaler's Wholesale Tariff Document, the Wholesaler and Retailer shall have completed the steps required by the Market Terms and, if necessary, Process C3 of these Operational Terms, such that the Gap Site may be confirmed as a Gap Site and Registered as a New Supply Point in the Supply Point Register.~~

### **Step 2**

~~The Retailer shall submit Form H/05 to the Wholesaler requesting payment of the Gap Site incentive payment in respect of that Gap Site. The Form H/05 must include the information requested on it, where applicable, the SPID and a signed declaration by the Retailer that the Gap Site is an Eligible Premises and eligible for an incentive payment under the Wholesaler's incentive scheme.~~

~~If the Wholesaler's Gap Site incentive scheme requires the Gap Site to be Registered before the incentive payment can be applied for, the Retailer shall submit that Form H/05 within **three (3)** Business Days of the Gap Site being Registered as a New Supply Point in the Supply Point Register.~~

### **Step 3**

~~As applicable under the terms of any incentive payment scheme which the Wholesaler operates, the Wholesaler may reject the Form H/05 if:~~

~~the Form is materially incomplete or contains incorrect information; and/or~~

~~the Gap Site does not meet the criteria for an incentive payment set out in the details of the Wholesaler's incentive scheme in its Wholesale Tariff Document.~~

~~If the Wholesaler wishes to reject the Form H/05 for either of these reasons, it must do so within **five (5)** Business Days of its receipt of the application and shall explain the reasons for the rejection.~~

~~If the Wholesaler rejects the Form H/05 due to the Form being materially incomplete or containing incorrect information, the Retailer may re-start this process at Step 2 by arranging for an updated Form H/04 to be re-submitted with the required information within **five (5)** Business Days of receiving the notification of rejection from the Wholesaler.~~

~~If the Wholesaler rejects the Form for any other reason, this process shall end. If the Retailer wishes to re-apply for the incentive payment in respect of the Gap Site once the reasons for the rejection have been resolved (for example, Registration of the Supply Point in the Supply Point has been completed) then this process must be re-started from Step 1.~~

### **Step 4**

~~Unless the Form H/05 has been rejected by the Wholesaler under Step 3, the Wholesaler shall calculate and make payment of the incentive payment to the Retailer as contained in the details of its scheme set out within its Wholesale Tariff Document and in accordance with the Business Terms.~~

### **Step 5**

~~If the Retailer wishes to challenge the calculation or payment of the incentive payment, it must do so within **ten (10)** Business Days of its receipt of the note of payment under Step 3. Thereafter, the Wholesaler shall have **ten (10)** Business Days to reply to the Retailer's challenge. If the Wholesaler upholds the Retailer's challenge, the Wholesaler shall calculate and make payment of the incentive payment to the Retailer as contained in its details of scheme set out within its Wholesale Tariff Document. Otherwise, this process ends.~~

## Process H7 - Application for payment of Vacant Premises incentive payment

### Purpose and scope of Process H7:

This process sets out the arrangements which shall apply where the Wholesaler offers an incentive scheme in relation to Vacant Premises and the Retailer wishes to claim a payment in respect of that scheme.

Details of any Vacant Premises incentive scheme the Wholesaler operates, including:

- details of when the Retailer shall be able to claim an incentive payment;
- the value of any such incentive; and
- the timing of payments,

shall be set as out in the Wholesale Tariff Document. This process sets out the steps which the Wholesaler and the Retailer shall take when the Retailer wishes to claim such an incentive payment.

The relevant Form to use for this process is Form H/06 (Application for vacant premises incentive payment).

### Process:

#### Step 1

If the Retailer is Registered to the Water Supply Point in respect of the Eligible Premises, then within **three (3)** Business Days of its receipt of notification from the Market Operator of the change in status of the relevant Supply Points in accordance with the Market Terms, the Retailer shall submit Form H/06 to the Wholesaler requesting payment of the Vacant Premises incentive payment in respect of that Vacant Premises.

If the Retailer is not Registered to the Water Services Supply Point in respect of the Eligible Premises, then it shall either:

- submit a Transfer Registration Application to the Market Operator and then submit Form H/06 to the Wholesaler requesting payment of the vacant site incentive payment in respect of that Vacant Premises; or

- not submit a Transfer Registration Application but submit Form H/06 to the Wholesaler requesting payment of the Vacant Premises incentive payment in respect of the Vacant Premises and inform the Retailer that is Registered to the water Supply Point that it has done so.

In any event, Form H/06 must include the basic Non-Household Customer information requested on it (unless the Retailer making the claim is not currently Registered to the Water Services Supply Point), the SPID and a declaration that the Retailer considers the Vacant Premises to be eligible for an incentive payment.

## Step 2

As applicable under the terms of any incentive payment scheme which the Wholesaler operates, the Wholesaler may reject the Form H/06 if:

- the Form 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 criteria set out in the details of the Wholesaler's incentive scheme contained within its Wholesale Tariff Document.

If the 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 Wholesaler rejects the Form H/06 due to the Form being materially incomplete or containing incorrect information, the 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 Wholesaler.

If the Wholesaler rejects the Form for any other reason, this process shall end. If the Retailer wishes to re-apply for the incentive payment in respect of the Vacant Premises once the reasons for the rejection have been resolved (for example, Registration of the Vacant Premises in the Supply Point has been completed) then it may re-start this process from Step 1.

## Step 3

If the Wholesaler does not reject Form H/06 under Step 2, the Wholesaler must confirm its acceptance of the Retailer's application no later than **twenty (20)** Business Days after the Vacant Premises is changed to being Registered as an Occupied Premises in the Supply Point Register.

The Wholesaler shall also calculate and make payment of the incentive payment to the Retailer as set out in relation to the incentive scheme in the Wholesale Tariff Document and in accordance with the Business Terms.

## Step 4

If the Retailer wishes to challenge the calculation or payment of the incentive payment, it must do so within **ten (10)** Business Days of its receipt of the notice of payment under Step 3. Thereafter, the Wholesaler shall have **ten (10)** Business Days from its receipt of the Retailer's

challenge to reply. If the Wholesaler upholds the Retailer's challenge, the Wholesaler shall calculate and make payment of the incentive payment to the Retailer as contained in the details of its scheme set out within its Wholesale Tariff Document. Otherwise, this process ends.



# 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	
	Temporary Disconnection	Permanent Disconnection
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

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.