Isles of Scilly Non-Household Code of Practice 2020/21

Including:
Customer Promise
Leakage Policy
Payment and Debt Recovery Policy
Complaints Policy



ISLES OF SCILLY NON-HOUSEHOLD CODE OF PRACTICE

This leaflet comprises four sections:

- Our customer promise for non-household customers on the Isles of Scilly, which explains our promises and what you can expect from us;
- Our leakage policy for non-household customers on the Isles of Scilly, which sets out the help that is available if you have a leak on your private underground service pipe;
- Our payment and debt recovery policy, including what action we might take if you fail to pay charges when they are due; and
- Complaints and compliments, which explains what to do if you have any comments or suggestions to make or a compliment or complaint about our service.

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OVERALL SERVICE

In our dealings with you we will comply with the following general principles of the Customer Protection Code of Practice for the non-household retail market:

- we will be fair, transparent and honest; we put customers at the heart of our business
- our communication with you will be in plain and clear language
- we will provide you with appropriate and timely information to enable you to make informed choices
- we will respond to you in an appropriate and timely manner
- our customer service arrangements and processes will be accessible and effective.

All the information we hold about you is treated in strict confidence and in accordance with the Data Protection Act 2018. Access to information by employees will be on a 'need to know' basis only.

We'll share the information we hold on you with third parties and service providers in accordance with the requirements of the Data Protection Act 2018. The Privacy Policy on the South West Water website (southwestwater.co.uk/privacy) explains what information we hold and process, who we share your information with and our lawful basis for doing so.

OUR CUSTOMER PROMISE FOR NON-HOUSEHOLD CUSTOMERS ON THE ISLES OF SCILLY

In this section we explain our promises and what you should expect from us. Some of these standards are set by Government, but we see these as a minimum requirement and have improved or introduced additional standards demonstrating our commitment to providing an excellent service.

We guarantee to provide the following standards of service in our day-to-day dealings with you, subject to the exceptions specified.

If we fail to achieve any of standards 1 to 4, we will pay you £20 automatically within 10 working days, or credit £20 to your account if it is in arrears. If payment is not made within 10 working days, we will automatically pay you a further £20.

1. MAKING AND KEEPING APPOINTMENTS

When we make an appointment with you in writing or by telephone, we will as a minimum tell you whether we will visit in the morning (8am-1pm) or afternoon (12pm-5pm) appointment. A two-hour time band can also be requested.

Where possible we will set a time for an appointment for which we will not be late by more than 30 minutes. We will keep the appointment made and if we have to change it, we will give you at least 24 hours' notice.

We will not make a payment, where it was impractical to make the visit on the appointed day because of severe weather conditions or industrial action by South West Water's employees or the act or default of a person other than an officer, employee or agent of South West Water or a person acting on behalf of its agent and those conditions or that action, act or default could not reasonably have been foreseen by South West Water sufficiently early to enable it to cancel the appointment in accordance with the above or to make suitable alternative arrangements to fulfil it.

2. ACCOUNT QUERIES

We will reply within 10 working days of receiving a written query about the correctness of your water or sewerage account.

3. PAYMENT ARRANGEMENTS

If you notify us in writing that you wish to change your payment method, we will confirm to you within five working days if for any reason your request is not possible.

4. WRITTEN COMPLAINTS

We will reply within 10 working days of receiving a written complaint.

5. PLANNED INTERRUPTIONS TO THE WATER SUPPLY

If we plan to interrupt the water supply for more than two hours, we will give you at least 48 hours written notice.

We will also let you know, in writing, the time by which the supply will be restored. If we fail to provide you with notice, we will automatically pay £50.

If we fail to restore the supply as notified, we will automatically pay £75 plus a further £75 for each full 12-hour period the supply remains unrestored.

Payment will be made within 20 working days of the supply interruption. If we do not make a payment which we should have known was due, we will automatically make an additional £50 payment.

Where we did not identify that you were affected and we were therefore unable to make an automatic payment, you can claim the payment within three months of the date on which the supply was interrupted.

6. EMERGENCY INTERRUPTIONS TO THE WATER SUPPLY

If the public water supply is unexpectedly interrupted (due to a burst main, for instance) we will restore the supply within 12 hours of becoming aware of the interruption.

If we fail to restore the supply within this time period, we will automatically pay £75 plus a further £75 for each full 12-hour period the supply remains unrestored.

Payment will be made within 20 working days of the supply interruption. If we do not make a payment which we should have known was due, we will automatically make an additional £50 payment.

Where we did not identify that you were affected and we were therefore unable to make an automatic payment, you can claim the payment within three months of the date on which the supply was interrupted.

7. ALTERNATIVE WATER SUPPLIES

Where you experience a planned or emergency interruption lasting more than 12 hours we will provide an alternative source of water for domestic use purposes only. If we fail to do this you can claim £20. For the avoidance of doubt, 'domestic purposes' has the meaning set out in s218 of the Water Industry Act, 1991.

8. REPEATED BURST MAINS

Where the water supply is interrupted three or more times in any 12-month period by a burst main, a payment of £10 may be claimed for the third and each subsequent supply interruption. A payment is not due where the burst main has been caused by third party damage.

9. INTERRUPTIONS TO SUPPLY BECAUSE OF DROUGHT

Should we need to introduce standpipes or rota cuts under a Drought Order, we will make a payment of £50 per affected Non-Household Customer for each day, or part of a day, that the water supply is interrupted.

For Non-Household Customers who did not pay water charges in the previous charging year, the maximum payment shall be £500.

For Non-Household Customers who receive separate supplies of water for business and domestic purposes, the maximum shall be the charges for the domestic supply in the previous year.

10. FLOODING FROM SEWERS

If either internal or external sewer flooding occurs due to exceptional weather conditions, we are not required to make any payment under this standard.

If your property is flooded internally and externally, we will make payment for internal flooding only.

11. FLOODING FROM SEWERS - UNINSURED LOSSES

Without prejudice to the payment of compensation under this scheme pursuant to paragraphs 12 and 13 below, South West Water is not liable for loss or damage caused by flooding from sewers save where it is negligent.

In the absence of negligence South West Water will consider at its sole discretion making ex gratia payments not exceeding £5,000 to the relevant Non-Household customer where uninsured losses have been suffered leading to financial hardship.

Without prejudice the discretionary nature of any payment made by South West Water under this paragraph, payments are unlikely to be made where the Non-Household customer without good reason failed to insure against the risk of sewer flooding.

12. INTERNAL FLOODING

If we know that water has escaped from our sewers and entered the buildings of, or passed beneath a suspended floor of, your property, we will automatically make a payment equal to the annual sewerage charge.

For metered customers we will calculate payments based on the previous year's consumption. The minimum payment made for each event of flooding from our sewer is £150 and the maximum payment is £1,000.

We will recommend locally based companies who are experts in dealing with property flooding to provide the specialist services that may be required, although you are free to make your own arrangements if you prefer.

Payments will be made within 20 working days of the internal flooding. If we do not make a payment which we should have known was due, we will automatically make an additional payment of £50.

Where we did not identify that you were affected and therefore, we were unable to make an automatic payment, you can claim the payment within three months of the date on which the flooding occurred.

13. EXTERNAL FLOODING

If water escapes from our sewers and enters the boundary of and causes a material effect to your property, you may be entitled to claim a compensation payment.

If we are notified that your property has been flooded, we will visit and investigate. If the flooding appears to have come from our sewerage system, we will remedy the problem as quickly as possible and do our best to clean up any external sewage debris.

We will provide you with a claim form, where appropriate, when we visit. This should be completed and returned to us within three months of the incident. We will make a payment equal to 50% of the annual sewerage charge for each incident. The minimum payment is £75 and the maximum is £500.

For metered customers we will calculate payments based on the previous year's consumption.

If agreed, payment will be made within 20 working days of receipt of the claim, otherwise the Company will automatically make an additional payment of £50.

14. FLOODING FROM WATER MAINS

If the inside of your property is flooded as a result of a burst water main which is not your fault, we will provide a specialist clean up and drying service free of charge. We will also consider claims for uninsured losses and other out of pocket expenses if you contact us at the time of the flooding.

15. LOW PRESSURE

Except when we need to carry out necessary works or during drought, we will ensure that there is a minimum pressure of seven metres static head in our section of the service pipe which connects your property to our main.

Where we are aware that the pressure has fallen below this level for one hour or more on two separate occasions in any 28-day period, we will automatically pay you £25. Only one payment of £25 will be made in any charging year. If we were unable to identify that you were affected, you can claim a payment within three months of the date of the second occasion.

16. REPLACEMENT OF LEAD SERVICE PIPES

If you replace lead pipework for which you are responsible, we will replace any lead service pipe for which we are responsible free of charge. Please provide us with at least four weeks' notice of intention to replace the pipework so that we can arrange to work in the highway to replace our pipework. Subject to highway restrictions and providing the required notice is given, we will replace our section of pipe within 10 business days of you completing your work, or at the time new connections are taking place. For any delay over 10 business days a £20 payment can be claimed.

17. 'DO NOT DRINK' NOTICES

If, as a result of problems with our supply, we have cause to issue a 'Do not drink' notice, a £30 payment will be made to you. In the unlikely event that the notice lasts more than seven days we will make an additional payment of £15.

18. 'DO NOT USE' NOTICES

If, as a result of problems with our supply, we have cause to issue a 'Do not use' notice, a £50 payment will be made to you. In the unlikely event that the notice lasts more than seven days, we will make an additional payment of £15.

19. 'BOIL WATER' NOTICES

If, as a result of problems with our supply, we have cause to issue a 'Boil water' notice, a £15 payment will be made to you. In the unlikely event that the notice lasts more than seven days, we will make an additional payment of £15.

20. WATER QUALITY

Where we receive a complaint about water quality (other than hardness or chlorine taste) we will contact you (provided you have left a telephone number). In the case of complaints about hardness and chlorine our technical staff will contact you within two business days (provided you have left a telephone number).

Where technical staff confirm a problem with water quality (other than hardness and chlorine) a sample will be taken, and we will inform you of the results by telephone within 10 business days. If you request, sample results will subsequently be confirmed in writing within five business days.

Where our own routine sampling reveals water may be unwholesome and a telephone contact number is available, we will contact you as soon as reasonably practicable.

We will, at your request, sample your water supply to determine the level of lead in the water at your tap. We will aim to take a sample within five business days of the request being received. We will aim to notify you of the result within a further period of 10 business days.

21. DISCOLOURED WATER

If you have a water meter and need to run off discoloured water, a credit will be placed on your account if you contact us at the time. Please call our Services Helpline and tell us that you are on a meter

We may provide compensation for damage that is caused by discoloured water (e.g. permanent staining of hand basins or the cleaning of water tanks and heating systems) where claims are agreed in advance of commitment. When we pay compensation, the damaged goods will become the property of South West Water.

Where water supplied by us is regularly heavily discoloured, compensation will be considered, according to severity and duration, by means of abatement of the annual water service charge of 10% for each month affected up to a maximum of 50%. To make a claim for damage or abatement of charges, please call our Service Helpline.

22. WORKING IN THE STREET

Except in emergencies we will always endeavour to carry out work in the street so that access to individual properties is not blocked. Where this cannot be avoided, we will let you know our plans in advance. If we do not a £10 payment can be claimed by calling our Services Helpline.

In addition, you may be able to claim compensation from South West Water if your business is directly affected by our works in the highway. Please see our 'Guidance note if businesses are affected by streetworks undertaken by South West Water' which is available on our website.

23. MONEY PAID IN ERROR

If it is discovered that you have wrongly paid money for a service which we have not provided, we will refund all of the money paid for the period until the mistake was discovered. Interest will also be included if the period in question was over 12 months.

24. DIRECT DEBITS AND STANDING ORDERS

If we make an error in the handling of a direct debit or standing order payment, you can claim a refund for any bank charges incurred or financial loss on proof of the claim

25. RECEIPTS

Where you request a receipt for money paid to us, for water and sewerage charges, and we do not send you one within five working days, you can claim a payment of £10 by calling our Accounts Helpline.

26. METERED BILLS

If you have a water meter, your bill will be issued to you within three months of the end of the period of which it covers (i.e. a bill for the period ending 28 June will be issued no later than 28 September). If it is not, and a number of bills for different periods are issued to you at the same time, we will reduce the amount you have to pay. The maximum amount by which charges may be reduced is 50%.

27. COURT CLAIMS

If we make an error or omission which causes a Court Claim to be issued against you incorrectly for non-payment of charges, we will pay you £100 and withdraw associated fees and costs.

OTHER INFORMATION

Do I need to claim for a payment?

You will for some standards, but others will be paid automatically. If you feel that you are entitled to a payment you have not received please call our Services Helpline or write to us.

Are there any exceptions?

Yes, there are times when we will not necessarily make a payment if we fail to meet a standard because of circumstances outside our reasonable control for example severe weather conditions, strikes or actions of third parties.

If you would like further information please call our Services Helpline.

If you owe us money and the debt has been outstanding for more than six weeks at the time when a payment is due to you under Our Customer Promise scheme, any payment will normally be credited to your account. We will notify you in writing that we have done this. Your legal rights to take action for any loss of damage suffered are not affected by payments under Our Customer Promise scheme.

Payments do not constitute an admission of liability on our part. Any dispute regarding your right to a payment may be referred to the Water Services Regulatory Authority (Ofwat) for a binding decision.

OUR LEAKAGE POLICY

We want to do everything possible to encourage our customers to detect and repair leaks as quickly as possible as we are committed to reducing leakage and promoting the efficient use of water.

This leakage policy sets out help that is available for Isles of Scilly non-household customers if they have a leak on their private underground service pipe or where a leak occurs on a private service pipe supplying both a non-household and a household property.

PIPEWORK RESPONSIBILITY

You are responsible for maintaining the pipework inside your property so that it does not leak. You are also responsible for the pipe which connects your property to our water main either between the boundary of the street in which our main is laid and your property; or if the main is not laid in a street, from the point of connection to our main to your property.

We recognise that boundaries are not necessarily easily identifiable on the islands and therefore we will work with you to understand responsibilities at the time you have a leak.

Water escaping from a leak is a loss of a valuable resource, so if a leak is reported or detected on your pipework, we will ask you to repair it.

If you do not repair it when requested, we can serve a legal notice requiring a repair to be carried out. If this is still not done, we can carry out the repair and recover our costs from the person responsible for the pipe paying the water charges. In extreme cases where escaping water is in danger of causing damage or danger to persons or property, we can turn off the supply until a repair is carried out.

Where escaping water is not causing a danger and the loss is not causing supply problems and is not judged to be a severe loss of resource, we usually allow up to 30 days for a leak to be repaired.

If you do have a leak and you are on a water meter, legally you are also liable to pay for the water that has leaked. However, we may give you an allowance against your charges – see the section about leak allowances which follows.

HOW TO SPOT A LEAK

Most internal leaks should be easy to spot. Even a dripping tap wastes money and increases your bill. Early repair saves you money and stops water being wasted. However, some internal leaks may be difficult to spot – for example overflows from modern dual flush toilet cisterns may discharge unseen back into the soil pipe. A higher than expected bill may be your only warning you have an internal leak – so always check your bills.

Water escaping from a leak on your private underground service pipe may not be obvious above ground (but wet areas or patches of lush vegetation around your property in dry spells could suggest a leak). If you have an external meter, it is important to keep a regular check on your meter readings to help you identify an underground leak at an early stage. We recommend you check your meter reading every month.

A bill showing higher than usual consumption can also be an indication that you have a leak on your service pipe.

If you suspect that you might have a leak, you can check your situation by:

- Turning off all water using apparatus in your property for a couple of hours;
- Noting the reading on all the dials on the meter at the start of the period of isolation; and
- Checking the reading on the meter again at the end. If the dials have moved, then you
 probably do have a leak.

To check that it is on your underground pipe and not inside your property, you should then turn off your inside stopcock and check the meter again. If the dials have moved again, or are moving while the stopcock is turned off, the leak is probably on your underground pipe.

If you believe your meter is recording consumption inaccurately, you may require us to test the accuracy of the meter supplying your property. However, there will be a charge for this if the test shows that the meter is not over-recording consumption. It should be noted that as meters age and wear, it is far more likely that consumption will be under-recorded.

REPAIR OR REPLACE A LEAKING SERVICE PIPE?

A leak is likely to be a sign that your private underground service pipe is wearing out. Often, repairing one leak will cause the pipe to leak somewhere else because the pressure in the pipe has been improved by repairing the first leak and other parts of the service pipe can't cope. Black alkathene pipes are most at risk of multiple leaks once one has happened.

Once you have a leak it may well be better, and save you money in the long run, for you to replace the pipe rather than just repair the leak.

We recommend that only Watersafe or WRAS approved plumbers are used to undertake leak repairs.

LEAKAGE CHECKS MADE WHEN A METER IS INSTALLED FOR THE FIRST TIME

We know that a substantial amount of water escapes from unidentified leaks on customers' underground service pipes. When we install a meter on an existing supply, we will check to see whether there is any leakage from your private service pipe by confirming that the meter is not moving when you are not using water in your premises.

If there is a leak on the underground pipe which is within the excavation, we have made to install the meter, we will repair it free of charge. However, if additional excavation is required, you will be responsible for locating and repairing the leak yourself although you may wish to take advantage of our offer of up to one hour of leak detection inspector's time to assist with locating a leak.

If you do not repair the leak within 30 days you will be charged for all water used.

WHAT CAN WE DO TO HELP IF YOU HAVE A LEAK?

Internal leaks and leaks on above ground water fittings

If you have a leak on your internal pipework or on above ground water fittings you will need to get a plumber to help you. Please do so quickly as you will be paying for the leaking water.

Leak Detection Service

The company is able to offer a free leak detection service of up to one hour for leaks on underground service pipes. The free leakage detection service is not available where the pipework is inside or under any building or structure.

Leak allowances

Where a meter is installed externally it will record any leakage from the private underground service pipe between the meter and your property. If this happens a large bill may result. Provided certain criteria are met we may grant a leak allowance.

No allowance will be granted where:

- Water is escaping from pipework or fittings other than underground service pipes
- A leak has been caused by negligence or wilful damage caused by you, your family or agents
- Replacement or repair of the pipe has taken place outside of the 30 day timescale

The first time you have a leak on your underground private service pipe, provided an application is made within three months of the leak being repaired, we will, subject to certain conditions, provide a leak allowance of a wholly discretionary amount, depending on the circumstances.

Where the leakage duration is less than or equal to 30 days, we will normally provide an allowance equal to the total leakage volume, for both water and sewerage elements.

The section below (How we calculate leak allowances) sets out in more detail how these sums will be calculated by us.

Leak allowances are entirely discretionary, and any decision as to whether or not to grant an allowance and any decision as to the amount of the allowance will be final.

How we calculate leak allowances

Leak allowance for water element

Number of allowances	One allowance per customer per premise
Allowance	Where leakage duration is less than or equal to 30 days we will provide an allowance for the total Leakage Volume calculated. Where the leakage duration is greater than 30 days we will provide an allowance for the difference between the total consumption over the duration and double the normal consumption over the duration (for a maximum of 180 days). Where leakage volumes do not exceed double the normal consumption for 180 days we will grant an allowance for the total leakage volume calculated.
Application time limits	Application must be within three months of repair

Leak allowance for sewerage element

Number of allowances	Allowance will be granted where it can be demonstrated that no leaked water has returned to the sewer One allowance per customer per premise
Allowance	Where leakage duration is less than or equal to 30 days we will provide an allowance for the total Leakage Volume calculated. Where the leakage duration is greater than 30 days we will provide an allowance for the difference between the total consumption over the duration and double the normal consumption over the duration (for a maximum of 180 days). Where leakage volumes do not exceed double the normal consumption for 180 days we will grant an allowance for the total leakage volume calculated.
Application time limits	Application must be within three months of repair

We calculate normal daily water consumption based on historic meter readings for the 12 months prior to the leak, and is equal to yearly water consumption/365

Normal sewerage consumption is calculated as normal daily water consumption times the return to sewer % (the fraction of the water meter volume which is deemed to return to the sewer, this is usually 95%).

Leakage duration (days) is the number of days between the meter reading before the estimated start date of the leak and the meter reading following repair of the leak.

Total water consumption is the amount in cubic metres used over the leakage duration calculated as the meter reading following repair minus the meter reading before the estimated start date of the leak.

Normal water consumption over the leakage duration is normal daily consumption in cubic metres times the leakage duration (days).

Water leakage volume is equal to total water consumption minus normal water consumption.

Sewerage leakage volume is equal to water leakage volume x return to sewer %.

Where there is no record of previous consumption from which to determine normal consumption, we will take a meter reading after the leak has been repaired and base an allowance on the consumption recorded. We will not ask you to pay until we have calculated your allowance.

Reporting a leaking service pipe

If you wish to report a leak on your service pipe please call our Services Helpline.

REPORTING OTHER LEAKS

We are very grateful to customers who report leaks from our water mains to us. These can be reported on our Services Helpline or via our website southwestwater.co.uk

PAYMENT AND DEBT RECOVERY

In this section we explain how you can pay your bills, our policies if you fall into debt and what you can do to get help and support if you are having problems paying your water bill.

HOW TO PAY

We encourage customers to pay via direct debit. However, there are many ways to pay your bill:

- · By direct debit
- By standing order
- By debit card at southwestwater.co.uk
- By telephone on our automated debit card payment line 0800 230 0750
- Free of charge at Post Offices
- Free of charge for payments in cash at PayPoint outlets
- At your own bank or building society (some banks now charge for this service)
- At any branch of Lloyds the bank will charge 30p for a payment made in cash
- By post to Customer Accounts, South West Water, PO Box 4762, Worthing, BN11 9NT (please don't send cash through the post).

To set up a payment plan please call our Accounts Helpline on 0344 346 1010 so that we can discuss your requirements with you and agree a suitable plan.

HAVING DIFFICULTY PAYING YOUR BILL

We understand it can be hard to run a business and sometimes a business can unexpectedly find itself in financial difficulty. If you are having difficulty please get in touch, we have a number of payment plans to help you get back on track with your water bill.

We will always try to help business customers who are trying to pay and we guarantee that we'll keep our side of any agreement we make with you. However, if you don't keep yours, you risk recovery action being taken against you.

By law, this can include disconnecting a business customers' water supply for not paying. Disconnecting a supply is our last resort and we'll actively work with customers to identify a reasonable and sustainable repayment plan for an outstanding debt.

HOW CAN WE HELP?

Unfortunately, we can't just reduce the amount you have to pay, but if you're being charged on an unmeasured basis and it's possible that your annual bill would be lower if you had a water meter installed, we'll recommend that you consider this option. Full details about metering can be found in our Isles of Scilly Non-Household Charges Scheme, available on our website.

We can also send you water-saving advice which may help you reduce the amount of water you use and the amount you have to pay – or visit our website for more information: www.southwestwater.co.uk/watersavingadvice.

For both metered and unmetered payment plans, payments can be made monthly, fortnightly or weekly.

At the end of each year we'll review your account and make any adjustments to the required payments if your water use has changed and the amount you're paying is too high or too low.

If your account is in credit and we've issued a bill recently, you can choose to have the over-payment refunded or carried forward to reduce the next year's payments. If you haven't paid enough, we'll add the amount you owe to the next year's bill and reset your monthly payments to cover the outstanding balance over the next 12 months.

We'll always require a payment plan to be set at a level that clears the current year's charges by the end of the financial year (31 March), but if your account is in arrears, we may be able to agree a longer period to clear your charges in order to make instalments more manageable.

WHAT IF YOU THINK YOUR BILL IS WRONG?

If you think that you're not responsible for a bill we send you, or if you think that the bill amount is wrong, please contact our Accounts Helpline on 0344 346 1010 immediately.

We'll look into the matter and try to resolve it with you. We'll suspend any recovery action for outstanding charges while we try to resolve matters.

If we aren't able to resolve the matter and you need to make a complaint, the last section of this booklet explains how you can do this.

If we can't reach an agreement with you by any other way, we may have to take legal action or as a very last resort disconnect your supply.

WHAT WILL HAPPEN IF YOU DON'T PAY YOUR BILL OR KEEP TO A PAYMENT PLAN?

We encourage customers to pay via direct debit. Once a bill is issued, if we don't receive payment, we will send a first reminder. If there's no payment after a further period, we'll send you a second reminder and advise you of our disconnection procedure and our intention to ask the county court to issue a claim for non-payment. We reserve the right to have the premises disconnected seven days after issuing the second reminder.

We may disconnect a property at any time on any day. (Prior to disconnection, we reserve the right to carry out a survey of the boundary box meter or stop tap). We will apply a reasonable charge for disconnection and reconnection including the cost of any aborted visits as a result of customer interaction other than for payment of money due.

Disconnection is our last resort and we'll actively work with customers to identify a reasonable and sustainable repayment plan for an outstanding debt.

If you are having difficulties paying your bill, please contact Debt Helpline on 0800 083 0283 as we may be able to help, or please write to: South West Water PO Box 4762, Worthing BN11 9NT.

Please contact us as soon as possible – we can't help you unless you let us know that you're having difficulty paying.

If you wish to raise a formal dispute in relation to sums due please follow our complaints procedure, informing us would like to raise a dispute.

COMPLAINTS AND COMPLIMENTS

We aim to provide you with the best possible service by treating you courteously, fairly, efficiently, and making contact with us as easy as possible. However, sometimes problems do occur, and when they do, we want to know so that we can put them right.

In this section we explain what to do if you have any comments or suggestions to make a compliment or complaint about our service.

Who should I contact if I have a complaint?

If you have a complaint, we have a simple procedure for you to follow to ensure your complaint is dealt with promptly – please see the diagram on the next page.

If your complaint is about your bill or account, please call our Accounts Helpline on 0344 346 1010 If your complaint is about your water supply or wastewater service, please call our Services Helpline; or write to us or contact us via our website www.southwestwater.co.uk/contact-us/complaint/.

We aim to deal with non-written complaints and queries when you raise them.

If you're not able to complain in writing, we'll make arrangements either to call you or to visit you to take the details. If you need our help to register a complaint, please call our Accounts Helpline on 0344 346 1010.

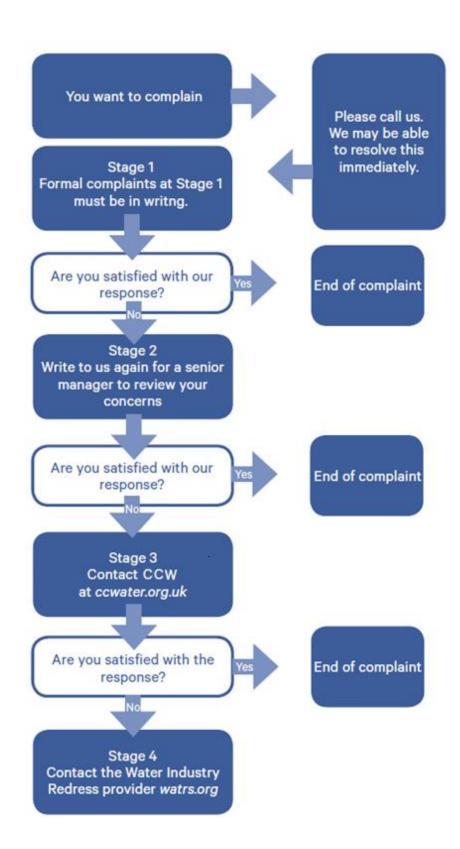
How do you register and monitor complaints?

We register all written complaints when we receive them.

We normally record telephone complaints and complaints made in person on our customer contact system as they are received. However, in an emergency situation it may be necessary to log the complaint at a later stage.

We don't record anonymous complaints for reporting purposes, but we consider them carefully and take any necessary action.

To help us improve our services, our senior managers closely monitor the complaints we receive and how we handle them, and report on our performance annually. We regularly audit the way we manage complaints and CCW also carries out an independent assessment of our complaint handling.



What is the South West Water complaints process?

If you have a complaint about your bill or our water and wastewater services, our specially trained customer service staff will deal with it in the first instance. Staff who deal with complaints have regular training in complaint-handling and our procedures and policies.

If you're not happy with our initial response, and if you're not providing additional or new information, we need to consider in resolving your complaint, you can write to us and we'll ensure a senior manager reviews your concerns and our response.

How will you investigate and respond to my complaint?

If you contact us by telephone or in person, we'll try to resolve your complaint immediately.

We'll ensure that our responses are clear, concise, free from jargon and include an explanation of all the concerns you raise. In the case of complex complaints requiring discussion and negotiation with other parties, we'll keep you informed of developments at agreed intervals.

If you complain in writing, by letter, email or fax, we'll reply within 10 working days of receiving your complaint. If we don't, we'll make an automatic payment to you under our Isles of Scilly Non-Household Customer Promise. If you ask us to acknowledge that we've received your complaint, we'll do this on the day we receive it.

If your complaint is about your bill or account, we won't take any recovery action while we investigate your complaint.

How will you put things right?

- We'll make contact with you where necessary to discuss your concerns.
- We'll investigate your complaint and where we can, we'll put right the cause of the complaint as quickly as possible.
- We'll say sorry if we've made a mistake.
- We'll tell you what action we've taken to overcome the problem or what action will be taken and the timescales.
- Where it's not possible to resolve the problem immediately, we'll take action to reduce the
 effect of the problem and keep you informed of the action to resolve the problem in the
 longer term.
- If we're unable to meet your requirements or expectations, we'll explain why.
- If we're not responsible for the cause of the complaint, we'll point you in the right direction and provide a name and telephone number for further enquiries where appropriate.

Will I be compensated?

If we fail to provide you with a service which we guarantee in our Customer Promise we'll make a payment. If a complaint involves a matter not covered by our Customer Promise, we'll consider a goodwill payment taking into account the cause of the problem and loss suffered. In some cases, especially if loss or damage is claimed, we may ask you to provide us with full details, together with receipts for any expense incurred.

Independent review of complaints

In the unlikely event that we're not able to resolve your complaint to your full satisfaction and you remain unhappy with the decision made by the senior manager, you can refer your concerns to

CCW which will investigate independently. CCW is an independent statutory body which protects customers' interests and investigates complaints. You can contact them at:

Telephone: 0300 034 2222

Relay UK (NGT) is also available

Address: 1st Floor, Victoria Square House Victoria Square Birmingham B2 4AJ

Email: via form on website *ccwater.org.uk*

Water Industry Redress Scheme (WATRS)

If your complaint remains unresolved after it's been through all the stages of our complaints procedure and has been reviewed by CCW, you may be eligible to take your concerns to WATRS, the Water Industry Redress Scheme, which can provide an independent, binding decision. You can find details on how and when to apply at <u>watrs.org</u> or contact:

Telephone: 020 7520 3801

Email: info@watrs.org

Address: WATRS

International Dispute Resolution Centre

70 Fleet Street

London EC4Y 1EU

What complaints can be referred to Ofwat?

Ofwat protects the interests of customers of all water and wastewater companies in accordance with legislative provisions and Government licences. Disputes that can be referred to Ofwat include any claim that we're not complying with our licence conditions or statutory obligations.

Thev are*:

- Disputes about water connections and lateral drains
- Disputes about interest on monies deposited for requisitioned mains, sewers, lateral drains and water connections
- Self-lay water main disputes
- Guaranteed standards scheme disputes
- Requirement for separate supplies
- Reasonableness of refusal for a free meter option
- Closure of restriction of use of a public sewer
- Alterations to the drainage system in the area
- Requirement that drains or sewers be constructed as part of a general system
- Disputes regarding costs and security where we decide to undertake the making of a connection to the public sewer
- Adoption of sewers
- Disputes where we've refused an application to adopt a sewer at some future point
- Conditions for connecting a drain to a public sewer
- Work by us on private land.

For disagreements regarding: compensation for street works and sewerage works Schedule 12 Water Industry Act, 1991); and conditions of installing, costs and positioning of a meter (Water Industry Act sections 47, 49, 148 and The Water (Meters) Regulations), Ofwat can appoint an independent arbitrator where the parties cannot agree on one. You can contact them at:

Telephone: 0121 644 7500

Address: Case Management Office, OFWAT Centre City Tower 7 Hill Street Birmingham B5 4UA

Fax: 0121 644 7559

*NB some of these licence conditions and statutory obligations do not currently apply to customers on the Isles of Scilly.

Compliments

Although complaints are really helpful and make us aware of how we can improve, it's also very helpful to hear when you've experienced an excellent service from us. If you'd like to tell us when we've exceeded your expectations, please call our Accounts Helpline or write or email us telling us what it was that you liked, for example, the people you spoke to or met, the speed and quality of our service or how you were treated as a customer.

Contact us

Accounts Helpline: 0344 346 1010 8am-6pm Mon-Fri, 9am-1pm Sat

Closed on Sundays and bank holidays

Services Helpline: 0344 346 2020

8am-6pm Mon-Fri

Emergencies only outside these times

There's lots of information and we can be contacted on our website www.southwestwater.co.uk

Debt Helpline: 0800 083 0283 Water conservation: 0800 378937

Minicom: 0800 169 9965

You can contact us via Relay UK (NGT)

Address South West Water, PO Box 4762,

Worthing, BN11 9NT