

VEOLIA WATER PROJECTS

Charges Scheme

2010/11



Introduction

This booklet sets out the Charges Scheme made by Veolia Water Projects Limited under powers given by Section 143 of the Water Industry Act 1991 as amended.

It does not cover charges raised under agreements.

The booklet should be read along with the accompanying Schedules of Charges, which are part of the Charges Scheme. These schedules are in the last section of this Scheme and charges contained in them have, where applicable, been approved by the Water Services Regulation Authority.

This scheme, which revokes all previous Water Supply Charges Schemes made by Veolia Water Projects and which may be referred to as the *Veolia Water Projects Limited Charges Scheme 2010*, is made by Veolia Water Projects under Section 143 of the Act and is effective from 1st April 2010 until 31st March 2011 inclusive.

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Interpretation

1. Subject to sub-Clause (2), the Interpretation Act 1978 will have effect for the interpretation of this scheme as it has effect for the interpretation of an Act of Parliament;

2. In this scheme, unless the context otherwise requires:

the Act means the Water Industry Act 1991 including any statutory amendments whether made before or after the date of this scheme;

billing period means a period of time determined at the discretion of Veolia Water Projects and for which Veolia Water Projects may submit a bill to the consumer for any charges made under this scheme for specified/connected premises;

Business Assessed Charges Schedule means the Schedule of Business Assessed Charges, fixed by Veolia Water Projects with reference to charging bands for the financial year 2010 – 2011, which is part of this scheme;

community building means for example a place of worship, village hall, scout or guide hut;

connected premises means any premises which are:

(a) drained by a sewer or drain connecting, either directly or through an intermediate sewer or drain, with a public sewer provided by Veolia Water Projects for foul water or surface water or both; or

(b) occupied by persons having the right to use facilities which drain to a sewer or drain connecting as described in (a) above;

connection includes a connection to a water supply or a public sewer (as the case may be) via an intervening pipe or conduit not necessarily in the ownership of the customer;

consent means a consent given following a trade effluent notice served on Veolia Water Projects (or its predecessors) under the 1991 Act or under any predecessor legislation;

consumer means the person who is, for the time being, the person on whom the liability to pay charges to Veolia Water Projects for a supply of water, wastewater or trade effluent discharges would fall;

customer means a person who owns or occupies a dwelling or any premises and who requests Veolia Water Projects to make a connection to a water supply for domestic purposes or to a public sewer for the drainage for domestic purposes of those premises or for both services, or who otherwise makes arrangements for a connection to be made to those premises for either or both of such services, or the person for whom a service is performed, facilities are provided or rights are made available for connected premises in exercise of Veolia Water Projects' functions under Section 94 of the Act;

domestic garage, car space or store area means any garage, car space or store area used wholly or partly as a domestic garage, car space or store area or intended for such use;

domestic purposes in relation to a supply of water to any premises or in relation to the drainage of premises has the same meaning as in Sections 218 and 98 of the Act respectively;

the due date means a date which is three months after the service of a Measured Charges Notice on Veolia Water Projects;

house means a dwelling, whether a private dwelling or not, and includes any part of a building if that part is occupied as a separate dwelling;

household assessed measured charge means a charge which is equivalent to the average metered household bill split into two bands: band A = average use, band B = low use. Within each band, also split by number of occupants (one, two and three or more). This is set out in the Unmeasured Charges Schedule;

the Licence means the Instrument of Appointment dated 8 June 2009 made under Sections 6 and 7 of the Water Industry Act 1991 by which the Secretary of State for the Environment and the Secretary of State for Wales authorised the Director General of Water Services to appoint Veolia Water Projects as the water and sewerage (wastewater) undertaker for the area respectively described in it, and includes any

amendments, whether made before or after the date of this scheme;

Infrastructure Charges Schedule means the Schedule of Infrastructure Charges fixed by Veolia Water Projects for the financial year 2010 - 2011 which forms part of this scheme;

the Instalment Amount means the total amount which would fall to be paid in the relevant year by way of payments of interest and repayments of capital, if an amount equal to the Water Infrastructure Charge or, as the case may be, the Wastewater Infrastructure Charge payable for the relevant connection, had been borrowed by Veolia Water Projects on terms:

- (i) requiring interest to be paid and capital to be repaid in 12 equal instalments, and
- (ii) providing for the amount of the interest to be calculated at such rate, and in accordance with such other provision, as may have been determined either by Veolia Water Projects with the approval of the Water Services Regulation Authority or, if this does not happen, by the Authority itself;

Measured Charges Notice means a written notice served on Veolia Water Projects under the provisions of Section 144A of the Act. Veolia Water Projects provides an application form for this purpose and the completed application form will form the Measured Charges Notice. Veolia Water Projects will also accept a letter from the consumer which states that the consumer requires charges for a water supply to be fixed by reference to the volume of water supplied;

Metered Charges Schedule means the Schedule of Metered Charges fixed by Veolia Water Projects for the financial year 2010 - 2011 which is part of this scheme;

premises includes any part of a building which is intended to be occupied as a separate unit;

public sewer, service pipe, sewerage (wastewater) undertaker and water undertaker have the same meanings as in the Act;

the Regulations means the Water (Meters) Regulations 1988 (S.I. 1988(1048)) as amended;

Related Amount, the Wastewater Infrastructure Charges Limit and the Water Infrastructure Charges Limit have the same meanings as in Condition C of the Licence;

relevant abstraction licence means a licence under the Water Resources Act 1991 or under the former Water Resources Act 1963 as amended by the Water Act 1989 to abstract water which authorises water abstracted under such licence to be used on land consisting of connected premises occupied by the licence holder;

relevant premises means trade premises from which a trade effluent is discharged into the public sewers of Veolia Water Projects whether or not via an intervening pipe or conduit;

service pipe means a service pipe within the meaning given in the Act;

Service Hours mean 8.30am to 4.30pm working days;

single site means any premises whose water supply is measured by a single water meter, provided that Veolia Water Projects may, at its absolute discretion, determine that premises whose water supply is measured by two or more water meters will be regarded as a single site;

Special Agreement means a non-standard payment plan agreed between the Consumer and Veolia Water Projects;

Sundry Charges Schedule means the Schedule of Sundry Charges fixed by Veolia Water Projects for the financial year 2010 - 2011 which is part of this scheme;

trade effluent and trade premises have the meanings assigned to these expressions in section 141 of the 1991 Act;

Trade Effluent Charges Schedule means the Schedule of Trade Effluent Charges fixed by Veolia Water Projects for the financial year 2010 - 2011 which is part of this scheme.

Unmetered Charges Schedule means the Schedule of Unmetered Charges fixed by Veolia Water Projects for the financial year 2010 - 2011 which is part of this scheme;

Veolia Water Projects means Veolia Water Projects Limited;

valuation list means the last valuation list published under Part V of the General Rate Act 1967;

Vulnerable customer means any customer who comes within a class of persons prescribed by any Regulations made under sub-section 143A(3) of the Act;

WaterSure tariff

This means the maximum charge that a qualifying customer can be obliged to pay and which is set out in the Metered Charges Schedule. Under various regulations, Metered Domestic Customers in certain prescribed circumstances are eligible to be charged no more than the Average Household Charge. This applies to both water and sewerage charges. An outline of the WaterSure scheme is given below and an application form is available by calling 08451 482 909 or by sending an e-mail to tidworthbilling@veoliawater.co.uk. The scheme is subject to correction and change in accordance with new legislation as it arises from time to time.

WaterSure Scheme

General

(1) The Company is required to assess the eligibility for assistance of any Customer who applies and to take reasonable steps to verify the Customer's entitlement. This may include checking claims with third parties such as Jobcentre Plus or the Customer's doctor.

(2) To help Customers manage their water use and to promote the efficient use of water, the Company may require an audit of water use at the Premises.

(3) A Customer who successfully applies for assistance will be charged in accordance with this section. This may be paid by instalments over the year. The Company will carry out an annual reconciliation to ensure that the Customer is charged the lesser of the Average Household Charge or the charges that would otherwise be payable on a normal metered basis.

Circumstances in which assistance will be given

(4) Assistance will be given only where eligibility is established under section (5) below and:

- (a) The Premises are subject to Metered Charges;
- (b) The Premises are occupied as the Customer's only or principal home;
- (c) Where the Premises are not used solely as a Customer's home, the other use is not the principal use of the Premises;
- (d) A Sprinkler, hosepipe or any other apparatus for garden watering is not in use at the Premises (unless held in the hand at all times); and
- (e) A Swimming Pool or pond with a capacity greater than 10,000 litres designed to be replenished by automatic means is not in use.

Eligibility for assistance

(5) A Customer is entitled to assistance if he or another person living with him in the Premises ("the qualifying person") can prove entitlement to receive any of the following benefits or tax credits (as defined in the regulations):

- (a) Council Tax Benefit;
- (b) Housing Benefit;
- (c) Income Support;
- (d) Income related employment and support allowance;
- (e) Income-based Jobseeker's Allowance;
- (f) Working Tax Credit;
- (g) Child Tax Credit (except families in receipt of the family element only); or
- (h) Pension Credit; and either:
 - (i) The qualifying person can prove entitlement to receive Child Benefit (as defined in the relevant regulations) for three or more children and under the age of 19 who live at the Premises, or
 - (ii) The qualifying person, or any other person who normally lives in the Premises, is diagnosed, by a suitably qualified medical practitioner, as suffering from any one of the following medical conditions and is has to use a significant additional volume of water as a result of the relevant condition:
 - (a) Desquamation (flaky skin loss);

(b) Weeping skin disease (eczema, psoriasis, varicose ulceration);
(c) Incontinence;
(d) Abdominal stoma;
(e) Renal failure requiring dialysis at home (excluded where a contribution to costs is made by a Local Health Authority);
(f) Crohn's disease;
(g) Ulcerative colitis; or
(h) Any other medical condition for which a qualified medical practitioner has provided a certificate confirming the requirement for additional water use.

(6) In addition, in the case of three children under the age of 19, the Company will also consider applications where the person receiving the qualifying benefit is not the same person who receives the child benefit in respect of those children, provided they live permanently in the same address.

Proof of entitlement to assistance

(7) The Company may refuse an application for assistance:
(a) If it is not supported by a copy of the latest notice of entitlement confirming eligibility for one of the benefits or tax credits referred to in section 5 above; or
(b) If the latest notice of entitlement:
(i) in the case of a benefit, is dated more than 12 months before the date of application,
(ii) in the case of a tax credit, is dated more than 6 months before the date of application;
or
(c) If applicable, the latest notice of entitlement confirming entitlement to receive Child Benefit for three or more children under the age of 19 and living at the Premises is not produced.

(8) If applicable, the Company is entitled to require the application to be supported by the following relevant information:
(a) The name of the patient;
(b) Details of the medical condition on which the application is based and its impact on increased water consumption at the Premises;

(c) The date on which the certificate was given; and
(d) The name and address of the medical practitioner providing the certificate.

(9) The Company is not liable to pay any medical practitioner's fees for provision of a certificate in support of an application based on any condition that is not specifically listed in section 5 above.

Period of entitlement to assistance

(10) Assistance under the WaterSure Scheme will begin from the start of the billing period in which the application is made, and end:

(a) Either 12 months later, unless that is part way through a billing period, in which case it will end at the end of that billing period; or
(b) If the Customer ceases to be eligible for assistance before this time, the end of the billing period in which eligibility ceases.

(11) The billing period covers approximately six months beginning on the date the meter is read, and ending when the meter is next read.

(12) A Customer wishing to remain on the WaterSure Scheme must renew his application for assistance annually. The Company will send a notice reminding the Customer of the need to reapply.

Water and wastewater charges

GENERAL

3. (1) The charges to be made under this scheme (together with Trade Effluent Charges) will, with any other relevant sources of revenue, provide the income necessary to finance the water supply, wastewater and sewage disposal functions of Veolia Water Projects (the wastewater charges include elements of foul water, surface water and highway drainage). These charges will be fixed with due regard to the principles laid down in the Act and in Condition E of the Licence.

(2) The charges under this scheme are levied in accordance with the provisions of the Act and the Licence and any taxes (including VAT) imposed by law on the making of such charges will be recoverable in addition to such charges. Non-household metered customers are liable to pay VAT if their predominant business activity is within Divisions one to five of the 1980 Standard Industrial Classification. To ascertain this we issue VAT declaration forms to our new customers when we collect billing information from them for the first time. If customers do not return the form we charge VAT by default.

(3) In the case of supplies for non domestic purposes Veolia Water Projects may, where appropriate, require a security deposit to be provided for payment for future charges.

(4) Where supplies are made for non domestic purposes Veolia Water Projects may apply interest for late payment under the Late Payment of Commercial Debts (Interest) Act 1998.

WATER SUPPLY CHARGES

Unmetered supplies

4. (1) Subject to the succeeding provisions of this scheme, there will be payable to Veolia Water Projects for each unmetered supply of water, an amount equal to the sum of the

charges referred to in paragraphs (a) and (b) below, PROVIDED ALWAYS that where a notice under sub-clause 7(7) (or equivalent notice under any earlier Charges Scheme) is in force, or where Veolia Water Projects has determined under sub-clause 7(8) (or equivalent clause under any earlier Charges Scheme) the amount payable under this sub-clause 4(1) for supplies to a house will be the household assessed measured charge.

(a) Rate based charge: the amounts in the pound shown in the Unmetered Charges Schedule multiplied by the net annual value of the premises;

(b) Graduated fixed charge:

(i) in the case of each service pipe providing a supply to premises other than a house, a graduated fixed charge, the amount of which is shown in the Unmetered Charges Schedule, fixed by reference to the size of the relevant service pipe (including where appropriate a notional pipe size),
(ii) in the case of each service pipe providing a supply to a house, a fixed charge, the amount of which is shown in the Unmetered Charges Schedule, fixed by reference to a pipe size of up to 15mm.

Such a fixed charge will apply only for premises with a net annual value (or a notional net annual value fixed under sub-clause (5) as the case may be) equal to or exceeding £50.

(2) The amount in the pound fixed annually by Veolia Water Projects for the purpose of sub-clause (1)(a) is different for each charging area.

(3) Subject to the following provisions of this clause, for the purposes of any rate based charge, the net annual value of any premises (or the rateable value appearing in any case where a rateable value but no net annual value appears) will be taken to be that value which appeared in the last published valuation list.

(4) In the case of premises with both an unmetered supply and a metered supply, and where these premises are the subject of a

single entry in the valuation list, Veolia Water Projects may apportion the net annual value of it and charge the consumer rate based charges for the unmetered supply to such premises on a proportion only of the net annual value.

(5) For premises not appearing in the valuation list or having no value appearing in it, any rate based charge will be based on a notional net annual value which will be determined by Veolia Water Projects and may be revised by them. The notional net annual value will be determined by reference to properties on the valuation list of a similar size and in the same charging area. It will be based on information provided to Veolia Water Projects by the consumer. In the absence of such information, Veolia Water Projects will have total discretion to apply a default value until such time as the information is received.

(6) Unless Veolia Water Projects otherwise agrees, where there is communication, otherwise than by a highway, between buildings or parts of buildings in the occupation of the same customer, those buildings or parts of buildings will be treated, for the purpose of charging the rate based charge, as one building having a net annual value equal to the total of their net annual values.

(7) Except where they are served by a metered supply, charges for each domestic garage, car space or storage area will be payable as a single annual charge as shown in the Sundry Charges Schedule.

(8) Where two or more houses or other premises in the occupation of different customers are supplied with water by a common pipe, the consumer, for each of them, will be liable to pay the same water supply charges for the supply as he would have been liable to pay if it had been supplied with water by a separate pipe.

(9) Where the occupier of any premises (“the occupied premises”) which do not receive a supply of water direct from Veolia Water Projects, has the right to use a supply of water in other premises (which is not charged for by Veolia Water Projects on a metered basis), by virtue of his occupation of the occupied premises, there will be payable to Veolia Water Projects for the occupied premises a sum calculated in accordance with the preceding provisions of this clause. Where an unmetered supply is used for the purposes of building or construction, a charge will be payable to Veolia Water Projects, the amount of which is shown in the Sundry Charges Schedule. Such charge will be in addition to any other charges payable under this Clause 4.

Metered Supplies

5. (1) There will be payable to Veolia Water Projects for water supplied to a customer by meter (other than “a supply of water in bulk” within the meaning given in the Act) an amount equal to the sum of the following charges: the volume charge (a) plus the graduated fixed charge (b) set out below PROVIDED ALWAYS that, where the customer is a vulnerable customer, the maximum amount payable under this sub-clause 5(1) for supply to a house will be the WaterSure Tariff as administered under the WaterSure Scheme.

(a) Volume charge - standard tariff: the amount produced by multiplying the volume of water supplied as measured by the meter or as estimated under sub-clause 19(2), 19(4), 19(6), 20(1) or 20(4), by a rate per cubic metre as shown in the Metered Charges Schedule;

(b) Graduated fixed charge: a graduated fixed charge in respect of each meter which is used to measure the supply of water to the customer the amount of which is shown in the Metered Charges Schedule fixed by reference to the size of the meter (including where appropriate a notional meter size).

(2) Subject to the succeeding provisions of this scheme the consumer will be charged for

all water passing through the meter, including water lost by leakage, waste or otherwise with the exception of water used for fire fighting. In addition, charges for domestic customers may be adjustable under the provisions of Veolia Water Projects' Code of Practice "When Your Water Supply Has A Leak".

Testing and Reading of Meters

6. (1) If any doubt arises about the accuracy of the meter register of the water supplied, Veolia Water Projects may, and at the written request of the consumer will, remove and test the meter in accordance with the terms of the Regulations.

(2) Where a test is carried out in accordance with the Regulations at the request of the consumer and the meter, on being tested, falls within the prescribed limits of error as defined in them, Veolia Water Projects may recover from the consumer the expenses reasonably incurred by them in carrying out the test. This will amount to £80 (up to 40mm) and £120 (over 40mm).

(3) Unless the meter is proved to register incorrectly on being tested in accordance with the Regulations, a reading from the meter installed in relation to the supply to a customer's premises will be evidence of the volume of water supplied to those premises.

(4) Except where it is proved to have begun to register incorrectly on some later date, a meter which is found to exceed the prescribed limits of error, as defined in the Regulations, will be deemed to have done so since the last occasion but one on which Veolia Water Projects, or any person duly authorised by them, last read the meter for the purpose of ascertaining the volume of water supplied to the premises.

Measured Charges Notice

7. (1) In lieu of the rate based charges and fixed charge otherwise payable in accordance with Clause 4, a consumer has the right to opt to take and pay for a supply of water by

meter on the terms contained in Clause 5. Where a consumer exercises this right, a meter will be installed free of charge subject to the following provisions of this Clause.

(2) The consumer may exercise this option by serving a Measured Charges Notice on Veolia Water Projects at any time for premises in which, or in any part of which, a person has his home. The notice must be in writing and identify the premises in question. Veolia Water Projects will consider such a notice has been received on the day when a copy is received by its Customer Centre at:

*Veolia Water Projects Billing Team
Veolia Water Projects Ltd
PO Box 3474
Swindon
SN3 9AF*

(3) The consumer will become liable to pay charges under Clause 5 from the date a meter has been fitted following a Measured Charges Notice.

(4) Subject to sub-clause (5), the meter will be fitted by the due date. Where it is not, the consumer's only liability to pay charges under this scheme, from the due date until the date the meter has been fitted, will be in respect of charges under sub-clause 5(1)(a).

(5) Sub-clause (4) will not apply where the meter has not been fitted for any of the following reasons:

- (i) it is not reasonably practicable to fit a meter. It will normally be regarded as reasonably practicable if the whole of the customer's supply can be controlled by a single meter and if there is an easily accessible length of pipe close to the point where the pipe enters the property. In some cases (particularly in flats) the installation of a second meter will be considered subject to sub-clause 7(5)(ii),
- (ii) fitting a meter would incur Veolia Water Projects unreasonable expense. In some cases, it may be regarded as unreasonably expensive if it is necessary to fit more than

one meter, or make any alterations to the pipework. The cost of any reasonable reinstatement will be regarded as falling within reasonable expense,

(iii) delays caused by the consumer or customer, including, but not limited to, non attendance at pre-arranged appointments. Any dispute as to whether fitting a meter is impracticable or unreasonably expensive may be referred to the Water Services Regulation Authority by the consumer or by Veolia Water Projects for a decision.

(6) Veolia Water Projects will select the location of the water meter, which by preference is outside the stop-valve. Where the consumer requests that the meter be fitted in an alternative location, Veolia Water Projects may at its discretion comply with such a request, in which case the consumer must first pay any additional costs that this will incur.

(7) Notice To Pay The Household Assessed Measure Charge.

(a) This sub-clause applies where a meter has not been fitted because it has not been reasonably practicable or would have involved Veolia Water Projects in unreasonable expense;

(b) Where this sub-clause applies, the consumer may give written notice to Veolia Water Projects that he wishes to pay the household assessed measured charge, dependent on the number of occupiers at the property, for the supply of water provided by Veolia Water Projects. Subject to paragraph 7

(7) (c) below, the consumer's liability to pay on this basis will start on the date Veolia Water Projects receives the written notice;

(c) The customer's written notice under sub-clause 7 (7)(b) above must be received by Veolia Water Projects within 90 days of whichever is the later of:

(i) the date on which the customer received written notification from Veolia Water Projects that fitting a meter is not reasonably practicable or would incur Veolia Water Projects unreasonable expense, or

(ii) the date on which any dispute referred to the Water services Regulation Authority under sub-clause 7(5)(iii) is determined.

(8) (a) This sub-clause applies where premises do not appear in the valuation list, and have not had a notional net annual value determined under sub-clause 4(5);

(b) Where this sub-clause applies, Veolia Water Projects may decide that the charge payable for the supply of water to those premises will be the household assessed measured charge.

Reversion

(9) (a) This sub-clause applies where either the conditions in paragraph c) of this sub-clause or the conditions in paragraph d) of this sub-clause are satisfied in relation to premises for which either a Measured Charges Notice or a notice under sub-clause 7(7) (both of which will be referred to as "relevant notice" for the purposes of this sub-clause) has been served on Veolia Water Projects;

(b) Where this sub-clause applies, the consumer may revoke the relevant notice at any time before the latter of:

(i) the end of the period of 12 months beginning with the day on which, either the supply began to be measured by volume for charging purposes, or the day on which Veolia Water Projects received the consumer's notice under sub-clause 7(7); or
(ii) within one month of receiving the second bill based on the volume of water supplied as measured by the meter.

The consumer will not be allowed to revoke a Measured Charges Notice after such period.

All meters fitted following a Measured Charges Notice will be the property of Veolia Water Projects and must remain in situ even after the valid revocation of a Measured Charges Notice, as they will be used as the basis of charging subsequent occupiers;

(c) The conditions in this paragraph are:

(i) that the person who gave the notice had not given any previous notice in relation to the premises, and

- (ii) that he remains the consumer in respect of the premises.
- (d) The conditions in this paragraph are:
 - (i) that the person who gave the notice has, since the notice was given, ceased to be the consumer in respect of the premises,
 - (ii) that neither he nor the person who has become the consumer had given any previous notice for the premises, and
 - (iii) that any person, who was in occupation of the premises when the notice was given, remains in occupation.
- (e) Where a relevant notice has been revoked, Veolia Water Projects must:
 - (i) if reasonably practicable, before the end of the period of 12 months referred to in paragraph b) of this sub-clause, or
 - (ii) in any other case, as soon as is reasonably practicable after the end of that period, revert to fixing the charges for the supply without reference to either the volume of water supplied or the household assessed measured charge.

Selective Metering

8. (1) (a) Veolia Water Projects may at its discretion resolve at any time that consumers may be required (upon not less than 28 days notice in writing being given to the consumer) to take and pay for such water on the terms contained in Clause 5 of this Scheme, PROVIDED ALWAYS that Veolia Water Projects may not begin to fix charges by reference to volume for those premises described in paragraph b) of this sub-clause, unless the consumer has either:
- (i) served a Measured Charges Notice on Veolia Water Projects which has not been revoked, or
 - (ii) consented to the charge in respect of the premises being so fixed (in which case he will have the same reversion rights set out in sub-clause 7(9) above for a 12 month period from the date of such consent) and this consent has not been revoked.
- (b) This paragraph applies where:
- (i) water is supplied to any premises in which, or in any part of which, a person has his home,

- (ii) there has been a change in the occupation of the premises and unmeasured charges have been demanded from the person who has become the consumer,
- (iii) any conditions which may have been prescribed under Section 144B of the Act are satisfied in relation to the premises.

(2) Without prejudice to the provisions of sub-clause (1), it is the policy of Veolia Water Projects to fix charges by reference to volume in respect of premises:

- (a) Which have never previously been connected to one of Veolia Water Projects' mains (including separate units created by converting existing premises); or
- (b) Which use water supplied by Veolia Water Projects for the automatic replenishment of a swimming pool with a capacity greater than 10,000 litres; or
- (c) Which use water supplied by Veolia Water Projects for watering a garden, other than by hand, by means of any apparatus; or
- (d) Which are not used solely as a person's home and the other use is the principal use of the premises (including, without limitation, residential homes for the elderly and similar premises);
- (e) Where there has been a change of occupation and no charges have yet been demanded from the person who has become the consumer and in any event, Veolia Water Projects will install a meter, if practicable and not unreasonably expensive, free of charge, at any commercial premises which is not already metered, when requested to do so by the consumer.

(3) Where a meter has been installed by Veolia Water Projects at any premises (including any meter not previously used for charging purposes) and there has been a change of occupier, the new occupier and subsequent occupiers of the premises taking the supply of water will be liable to take and pay for such supply on the terms contained in Clause 5 of this Scheme, unless the premises are those described in paragraph 8(1)(b) and charges for a non metered supply in relation

to those premises have been demanded from the person who has become the consumer.

(4) Veolia Water Projects will be entitled to charge by measure on the metered supply charge basis for any piped supply of water taken for a tent, van or other conveyance (whether on wheels or not) and will also be entitled to require the consumer to pay a deposit of money as security for such charge for such a period of years that will give it a reasonable return on any special capital expenditure incurred by it in providing the supply.

WASTEWATER CHARGES

Unmetered

9. (1) Subject to the succeeding provisions of this scheme, there will be payable to Veolia Water Projects, for each connected premises, an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below, PROVIDED ALWAYS that, where a notice under sub-clause 7(7) of the Veolia Water Projects Limited Water Supply Charges Scheme 2010 (or equivalent notice under any earlier Charges Scheme) is in force, or, where Veolia Water Projects has determined, under sub-clause 7(8) of the said Charges Scheme (or equivalent clause in any earlier Charges Scheme) the amount payable under this sub-clause 9(1) for services provided to a house will be the household assessed measured charge. PROVIDED ALSO that, where the connected premises is a house which is not within the water supply area of Veolia Water Projects, and the relevant water undertaker has raised water supply charges on an equivalent basis to the household assessed measured charge, then the amount payable under this sub-clause 9(1) will be the household assessed measured charge.

(a) Rate based charge: the amounts in the pound shown in the Unmetered Charges Schedule multiplied by the net annual value of the connected premises;

(b) Graduated fixed charge:

(i) in the case of each service pipe providing a supply to connected premises, other than a

house, a graduated fixed charge or charges, the amount of which is shown in the Unmetered Charges Schedule fixed by reference to the size of each relevant service pipe (including where appropriate a notional pipe size),

(ii) in the case of each service pipe providing a supply to connected premises, other than a house, where Veolia Water Projects is satisfied that the discharge rate in any trade effluent consent given by Veolia Water Projects (or its predecessors), under the Public Health (Drainage of Trade Premises) Act 1937 or the Act, exceeds the potential rate of water supplied through the service pipe, a fixed charge, the amount of which is shown in the Unmetered charges Schedule fixed by reference to the notional size of the relevant service pipe, such notional size to be determined by Veolia Water Projects,

(iii) in the case of each service pipe providing a supply to a house, a fixed charge, the amount of which is shown in the Unmetered Charges Schedule fixed by reference to a service pipe size of up to 15mm.

NB Such fixed charges will be payable in full even where some of the contents discharged to the public sewer from the connected premises constitutes trade effluent in respect of which volume charges are payable under the Veolia Water Projects Trade Effluent Charges Scheme 2010. Such fixed charges will apply only in respect of connected premises with a net annual value (or notional net annual value fixed under sub-clause (5)(see below), as the case may be) equal to or exceeding £50.

(c) Surface water rebate:

(i) in cases where the consumer has established to the satisfaction of Veolia Water Projects that no surface water from connected premises drains to a public sewer, the wastewater charges will be reduced by the amount shown in the Unmetered and Metered Charges Schedules,

(ii) in the case of houses, the rebate will be applied from the beginning of the billing period or the beginning of the financial year during which Veolia Water Projects received the claim from the consumer, whichever is the earlier,

(iii) in the case of other premises, the rebate will be applied from the beginning of the

financial year during which Veolia Water Projects received the claim from the consumer.

NB We will be happy to supply the consumer with a claim form for the purpose of advising us that no surface water from the connected premises drains to a public sewer. These forms may be obtained by calling the Customer Centre on 08451 482 909 during normal service hours. Any information included in the form may need to be verified. Where the relevant account is in arrears, the rebate will be deducted from the arrears.

(2) The amount in the pound fixed annually by Veolia Water Projects for the purposes of sub-clause (1)(a) is different for each charging area.

(3) Subject to the following provisions of this clause, for the purposes of any rate based charge, the net annual value of any connected premises (or the rateable value in any case where a rateable value but no net annual value appears) will be taken to be that value which appeared in the last published valuation list.

(4) In the case of connected premises with both an unmetered water supply and a metered water supply, and where these connected premises are the subject of a single entry in the valuation list, Veolia Water Projects may apportion the net annual value of it and charge the consumer rate based charges for such connected premises on a proportion only of the net annual value.

(5) In the case of any connected premises not appearing in the valuation list or having no value appearing in it, any rate based charge will be based on a notional net annual value, which will be determined by Veolia Water Projects and may be revised by it. The notional net annual value will be determined by reference to properties on the valuation list of a similar size and in the same charging area. It will be based on information provided to Veolia Water Projects by the consumer. In the absence of such information, Veolia Water Projects will have total discretion to apply a default value until the information is received.

(6) Unless Veolia Water Projects otherwise agrees, where there is communication, other than by a highway, between buildings or parts of buildings in the occupation of the same customer, those buildings or parts of buildings will be treated, for the purpose of charging the rate based charge, as one building having a net annual value equal to the total of their net annual values.

(7) Except where they are served by a metered supply, charges for each domestic garage, car space or storage area ("the premises") will be payable to Veolia Water Projects as follows:

(i) where the premises are within the water supply area of Veolia Water Projects, there will be a single annual charge as shown in the Sundry Charges Schedule,

(ii) where the premises are within the water supply area of another company, there will be a single annual rate based charge calculated in the same manner as sub-clause 4(1)(a) above.

(8) Where the occupier of any premises ("the occupied premises"), which are not connected premises, has the right to use the sanitary facilities in other connected premises (where Veolia Water Projects does not charge for wastewater services on a metered basis) by virtue of his occupation of the occupied premises, there will be payable to Veolia Water Projects, for the occupied premises a sum calculated in accordance with the preceding provisions of this clause.

Metered

10. Subject to the succeeding provisions of this scheme, there will be payable to Veolia Water Projects for connected premises, where water supplied to them by Veolia Water Projects or another water undertaker, is measured by meter, an amount equal to the sum of the following charges: the volume charge in (a) plus the graduated fixed charge (b) set out below PROVIDED ALWAYS that where the customer is a vulnerable customer, the maximum amount payable under this

Clause 10 for services provided to a house will be the WaterSure Tariff.

(a) Volume charge - standard tariff:

(i) the amount produced by multiplying the water supplied as measured by meter or estimated under sub-clauses 18(2), 18(4), 18(6), 19(1) or 19(4) (“the measured quantity”) by a rate per cubic metre as shown in the Metered charges Schedule. However, where it is shown to the satisfaction of Veolia Water Projects that more than 10% of the measured quantity (excluding any quantity which in Veolia Water Projects’ opinion has been lost through leakage) is not discharged to a public sewer, then for the purpose of this calculation the measured quantity will be reduced by the following quantity (“the abated quantity”) from the date on which this was brought to the attention of Veolia Water Projects,

(ii) where the connected premises is a house, the abated quantity will be the volume of water not discharged to a public sewer less 10% of the measured quantity less any

quantity, which in Veolia Water Projects’ opinion has been lost through leakage,

(iii) where the connected premises is not a house, the abated quantity will be the total quantity of water not discharged to a public sewer less any quantity which, in Veolia Water Projects’ opinion, has been lost through leakage;

(b) Graduated fixed charge:

(i) a graduated fixed charge for of each meter used to measure the supply to the customer, the amount of which is shown in the Metered Charges Schedule fixed by reference to the size of the meter,

(ii) where Veolia Water Projects is satisfied that, of the water supplied to the relevant connected premises, a quantity is not discharged to a public sewer, such that the meter size could be at least one size smaller, then the relevant amount will be abated at the discretion of Veolia Water Projects,

(iii) in the case of premises, other than a house, where Veolia Water Projects is satisfied that the discharge rate in any Trade Effluent Consent, given by Veolia Water Projects (or its predecessors) under the

Public Health (Drainage of Trade Premises) Act 1937 or the Act, exceeds the potential rate of water supplied through the meter, a fixed charge, the amount of which is shown in the Metered Charges Schedule, fixed by reference to the notional size of the relevant meter. Such notional size to be determined by Veolia Water Projects,

(iv) no abatement of the fixed charge will be granted for any contents discharged to the public sewer from connected premises which constitutes trade effluent for which volume charges are payable under the Veolia Water Projects Trade Effluent Charges Scheme 2010.

(c) Surface water rebate: The rebate provision of clause 4(1)(c) will also apply.

Abstraction licence

11. Subject to the succeeding provisions of this scheme, there will be payable to Veolia Water Projects for connected premises, where a water supply is obtained in under a relevant abstraction licence, the charges referred to in either paragraphs (1), (2) or (3) below, as the case may be:

(1) Where the consumer has delivered returns, the contents of which are accepted as accurate by Veolia Water Projects, specifying (for a period of 12 months as may be required by Veolia Water Projects) both the volume of water abstracted, under the relevant abstraction licence for use on the connected premises, and the volume of water so abstracted which was discharged to a public sewer, an amount equal to the sum of the following charges: the volume charge (a) plus the graduated fixed charge (b) set out below.

(a) Volume charge - standard tariff: The amount produced by multiplying the volume of water so discharged (as shown on the relevant return), by a rate per cubic metre, as shown in the Metered Charges Schedule;

(b) Graduated fixed charge:

(i) a graduated fixed charge for each meter used to measure the supply to the customer, the amount of which is shown in the Metered Charges Schedule fixed by reference to the

size of the meter. Level One or Level Two will apply as appropriate,

(ii) where Veolia Water Projects is satisfied that, of the water supplied to the relevant connected premises (as shown on the relevant return), a quantity is not discharged to a public sewer, such that the meter size could be at least one size smaller, then the relevant amount will be abated at the discretion of Veolia Water Projects,

(iii) no abatement of the fixed charge will be granted for any contents discharged to the public sewer from connected premises which constitutes trade effluent for which volume charges are payable under the Veolia Water Projects Trade Effluent Charges Scheme 2010. Or

(2) In the case where a consumer has not delivered such a return of water to a public sewer, as is specified in the preceding paragraph (1), but has delivered a return (the contents of which have been accepted as accurate by Veolia Water Projects) specifying the volume of water, abstracted under the relevant abstraction licence for use on the connected premises for a period of 12 months, as may be required by Veolia Water Projects, an amount equal to the sum of the following charges: the volume charge (a) plus the graduated fixed charge (b) set out below.

(a) Volume charge - standard tariff: The amount produced by multiplying the volume of water abstracted (as shown on the relevant return) by a rate per cubic metre, as shown in the Metered Charges Schedule, provided that, where it is shown to the satisfaction of Veolia Water Projects that, of the volume of water abstracted, a quantity greater than 10% (less any quantity which in Veolia Water Projects' opinion has been lost through leakage) is not discharged to a public sewer, that volume will, for the purposes of this calculation, be reduced by such quantity from the date on which this was brought to the attention of Veolia Water Projects in writing;

(b) Graduated fixed charge:

(i) a graduated fixed charge for each meter used to measure the supply to the customer that is fixed by reference to the size of the

meter, the amount of which is shown in the Metered Charges Schedule,

(ii) where Veolia Water Projects is satisfied that of the water supplied to the relevant connected premises (as shown on the relevant return), a quantity is not discharged to a public sewer such that the meter size could be at least one size smaller, then the relevant amount will be abated at the discretion of Veolia Water Projects,

(iii) no abatement of the fixed charge will be granted in respect of any contents discharged to the public sewer, from connected premises, which constitutes trade effluent for which volume charges are payable under the Veolia Water Projects Trade Effluent Charges Scheme 2010. Or

(3) In the case where a consumer has delivered neither such return of water discharged to a public sewer as is specified in the preceding paragraph (1) nor such return of the water abstracted under the relevant abstraction licence as is specified in paragraph (2), then an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below.

(a) Volume charge: The amount produced by multiplying the volume of water authorised to be abstracted under the relevant abstraction licence in the relevant preceding 12 month period by a rate per cubic metre, as shown in the Metered Charges Schedule, provided that, where it is shown to the satisfaction of Veolia Water Projects that, of the volume of water so authorised to be abstracted, a quantity greater than 10% (less any quantity which in Veolia Water Projects' opinion has been lost through leakage) is not discharged to a public sewer, that volume will for the purposes of this calculation be reduced by such quantity from the date on which this was brought to the attention of Veolia Water Projects in writing;

(b) Graduated fixed charge:

(i) a graduated fixed charge for each meter used to measure the supply to the customer, the amount of which is shown in the Metered Charges Schedule fixed by reference to the size of the meter,

(ii) where Veolia Water Projects is satisfied that of the water supplied to the relevant connected premises (as shown on the relevant return), a quantity is not discharged to a public sewer such that the meter size could be at least one size smaller, then the relevant amount will be abated at the discretion of Veolia Water Projects,

(iii) no abatement of the fixed charge will be granted for any contents discharged to the public sewer, from connected premises, which constitutes trade effluent for which volume charges are payable under the Veolia Water Projects Trade Effluent Charges Scheme 2010.

Surface water discharge only

12. With the exception of domestic garages, car spaces and storage areas charged under Clause 4 (7), there will be payable to Veolia Water Projects for each connected premises, where surface water only is discharged from such premises to a public sewer, a fixed charge only, the amount of which is shown in the Metered and Unmetered Charges Schedules. Such fixed charge will apply only for premises with a net annual value (or notional net annual value fixed under sub-clause 4(5) as the case may be) equal to or exceeding £50.

Aggregation of charges

13. If the water supply to any connected premises is on a basis falling under more than one of clauses 9, 10, 11 and 12 then the charges payable will be the sum of the charges provided for under the relevant clauses.

Selective Metering

14. Veolia Water Projects may at its discretion resolve, at any time, for any connected premises, that consumers may be required (upon not less than 28 days notice in writing being given to the consumer) to pay wastewater charges by reference to the volume of water supplied to the connected premises and on the terms contained in Clause 5 PROVIDED ALWAYS that Veolia

Water Projects may not begin to fix charges by reference to volume for any connected premises until such time as the consumer is also liable to take and pay for water supplied to the connected premises (whether or not by Veolia Water Projects) by reference to the volume supplied.

Trade Effluent Charges

15. (1) Nothing in this scheme will be taken to authorise Veolia Water Projects to levy any charges under this scheme for any trade effluent discharge to a public sewer which is the subject of a consent granted by Veolia Water Projects under the provisions of the Act or an Agreement entered into under the Act.

(2) Where premises discharge both sewage and trade effluent, Veolia Water Projects will determine, at its discretion but following consultation with the customer, the proportion of the discharge which is to be charged under this Scheme and the proportion which is to be charged under the Veolia Water Projects Trade Effluent Charges Scheme 2010.

BUSINESS ASSESSED CHARGES

16. (1) Where Veolia Water Projects has made a resolution, under Clauses 9 and 14, it may determine at any time and at its discretion, that it is not reasonably practicable to meter specific premises within the category, which, in the case of water supply, is required to take and pay for a supply of water by reference to the volume of water supplied, and in respect of which the consumer is not entitled to serve a Measured Charges Notice. Such determinations will be made by a duly authorised employee of Veolia Water Projects.

(2) Where Veolia Water Projects has made a determination under sub-clause (1), charges for the specific premises, which are subject to the determination, will be payable as set out in sub-clause (3) on the basis of an assessment of the quantity of water to be supplied ("the assessed quantity"), as

determined by Veolia Water Projects and shown by reference to charge bands in the Business Assessed Charges Schedule.

(3) There will be payable to Veolia Water Projects, for the assessed quantity, an amount equal to the sum of the charges referred to in paragraphs (a) and (b) below.

(a) Business assessed charge: An amount calculated by multiplying the assessed quantity by the rate per cubic metre as shown in the Business Assessed Charges Schedule provided that, for wastewater, where it is shown to the satisfaction of Veolia Water Projects, more than 10% of the assessed quantity (excluding any quantity which in Veolia Water Projects' opinion has been lost through leakage) is not discharged to a public sewer, the assessed quantity will be reduced by the total quantity of water (excluding leakage) which in Veolia Water Projects' opinion has not been discharged to the sewer.

(b) Graduated fixed charge: A graduated fixed charge, for each service pipe providing a supply of water to the customer, the amount of which is shown in the enclosed Schedule, fixed by Veolia Water Projects by reference to the size of the relevant service pipe (including where appropriate a notional pipe size at the discretion of Veolia Water Projects).

(4) The business assessed charge will be based on information provided to Veolia Water Projects by the consumer, or equivalent information obtained by Veolia Water Projects elsewhere. Where such information is not forthcoming, an equivalent charge is to be made payable to Veolia Water Projects, in accordance with Clause 4 (Unmetered supplies) where the (connected) premises appears in the valuation list. In other cases, Veolia Water Projects will have total discretion to calculate the business assessed charge on the basis of average charges, for other premises within its region, which are charged on an assessed basis.

PAYMENT OF CHARGES - UNMETERED

17. (1) Rate based charges together with fixed charges and charges for domestic garages, car spaces and store areas will be due and payable annually in advance of 1st April each year, provided that consumers may choose to pay such charges (following a written notice to Veolia Water Projects to that effect) by one of the following methods:

(a) Two, four, eight, 10 or 12 instalments on dates to be agreed with Veolia Water Projects;

(b) Consumers who find it easier to pay more frequently (such as fortnightly) may do so, but they will first need to make special arrangements with Veolia Water Projects.

(2) Where the consumer has chosen to pay by instalments and any such instalment is not paid within 21 days of the date it is payable, then the whole of the annual charges then remaining unpaid will become payable.

(3) Where a customer starts to receive supply of water to his premises or takes occupation of connected premises on a day other than 1st April in any year and charges fall to be paid under sub-clause (2) for it, there will be payable, in advance, a time apportioned part only of those charges for the relevant year.

(4) Persons Chargeable:

(a) The person responsible for payment of charges under this scheme will be the occupier of the relevant premises, to which the supply is made or connected premises, except where some other person is liable by agreement with Veolia Water Projects;

(b) Where there are two or more people occupying the relevant premises, to which the supply is made or connected premises, the occupiers will be jointly and severally liable for the payment of the charges;

(c) Where the relevant connected premises to which the supply is made are divided into bed-sitting rooms with communal facilities or are let on a tenancy of less than 12 months or licence, the owner of the premises will be

regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Veolia Water Projects.

(5) Where in any year a consumer who has paid the charges, to be paid under sub-clauses (2) or (3), gives notice in writing to Veolia Water Projects of his desire that the supply of water to his premises be discontinued or that he intends to vacate connected premises, he will be entitled to recover, from Veolia Water Projects, a time-apportioned part of those charges paid by him in respect of that year as from the date when Veolia Water could reasonably discontinue the supply following receipt of the notice or on which he ceases to be in occupation of those premises.

(6) Where in any charging year the consumer in the case of an individual:

- (a) Dies; or
 - (b) Has a bankruptcy order made against them or an interim receiver of their property appointed; or
 - (c) Has a voluntary arrangement approved under Part VIII of the Insolvency Act 1986; or
 - (d) Enters into a deed of arrangement with their creditors; or in the case of a limited company:
 - (e) The company has been dissolved; or
 - (f) Has an administration order made; or
 - (g) Has an administrative receiver appointed; or
 - (h) Has a voluntary arrangement approved under Part 1 of the Insolvency Act 1986 take effect; or
 - (i) Goes into liquidation; or
 - (j) Has a provisional liquidator appointed;
- Then, notwithstanding that the charges to be paid under sub-clause (1) are otherwise due and payable, Veolia Water Projects will limit the charges payable to the amount of charges due and owing calculated up to and including the relevant date of each of (a) to (j) above for that year.

PAYMENT OF CHARGES - METERED

18. (1) The charges calculated for metered supplies will be due and payable when the volume of water supplied has been ascertained and a relevant bill issued; provided that consumers may choose to pay such charges (following the service of a written notice to Veolia Water Projects to that effect) by monthly instalments (the actual date payable to be agreed with Veolia Water Projects). The instalments will be calculated by Veolia Water Projects to cover charges which Veolia Water Projects estimates will be accrued between bills and adjusted accordingly after every other occasion when a meter reading has been taken. Consumers who find it easier to pay more frequently (such as fortnightly) may do so, but they will first need to make special arrangements with Veolia Water Projects.

(2) Where the consumer has chosen to pay by instalments and any such instalment is not paid by within 21 days of the date it is payable, then the whole of the metered charges then remaining unpaid will become payable.

(3) The record by the meter of the volume of water supplied will be taken by Veolia Water Projects (except where the water is not supplied by Veolia Water Projects) as nearly as practicable on the corresponding day of each billing period. Where a reading is not taken for any reason, Veolia Water Projects may calculate a bill based on an estimate of the volume of water supplied. Where a bill has been calculated on the basis of such an estimate, the consumer may read the meter himself and provide the reading to Veolia Water Projects. Provided the consumer provides such a meter reading within 28 days of the date of the bill, Veolia Water Projects will issue an amended bill based on that reading. A billing period will not normally exceed one year.

(4) Persons Chargeable:

- (a) The person responsible for payment of charges under this scheme will be the occupier of the relevant/connected premises except where some other person is liable by agreement with Veolia Water Projects;
- (b) Where there are two or more people occupying the connected premises, the occupiers will be jointly and severally liable for the payment of the charges;
- (c) Where the relevant premises to which the supply is made or connected premises is let on a tenancy of less than 12 months or licence, the owner of the premises will be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Veolia Water Projects.

(5) Where a meter is installed for charging purposes in premises during a charging year, in respect of which the consumer has already received an account for rate based charges, the consumer will only be liable to pay a time apportioned part of the previous account, calculated up to, but excluding, the date on which the meter is installed. Where the previous account has been paid in full or in part, the consumer will be entitled to recover any payment made over and above the amount for which he is liable, by virtue of the preceding provisions of this sub-clause. From the date of installation the consumer will be liable for the charges to be paid under sub-clause (2).

(6) Where a billing period is for a period during which a new volume charge is fixed by Veolia Water Projects, Veolia Water Projects may calculate the bill on an apportioned basis whereby some of the volume of water supplied is charged at the old rate, with the balance of the water supplied charged at the new rate. Veolia Water Projects may calculate the apportionment based on an estimate by Veolia Water Projects of the volume of water supplied prior to the commencement of the new volume charge.

(7) Where the consumer is also the occupier of the relevant premises, Veolia Water Projects may continue to hold him responsible for the payment of metered charges after he has ceased to be in occupation if:

- (a) He fails to inform Veolia Water Projects (or other relevant undertaker) of the ending of his occupation of such premises at least two working days before he ceases to occupy them; and
- (b) The charges are for a period ending no later than whichever of the following first occurs, after he ceases to occupy such premises:
 - (i) he informs Veolia Water Projects (or other relevant water undertaker) of the ending of his occupation of such premises less than two working days before, or at any time after, he ceases to occupy it, the 28th day after he so informs them,
 - (ii) any date on which any meter would normally have been read in order for the amount of the charges to be determined,
 - (iii) any date on which any other person informs Veolia Water Projects (or other relevant water undertaker) that he has become the new occupier of such premises.

METERED SUPPLIES – ADJUSTMENT OF CHARGES

19. (1) Subject to sub-clauses (2) and (3), if, from any cause, the meter stops registering or proves to register incorrectly, Veolia Water Projects will be entitled to make an estimate of the quantity supplied. This estimate will be considered as having been registered by the meter and will be paid by the consumer.

(2) Where a meter which is connected to a supply of water to a house is proved to have registered less than the volume of water supplied to that house, the balance payable by the consumer will not exceed an amount reflecting the charge for the volume of water which would ordinarily have been supplied to the premises and/or volume charge for wastewater services which would ordinarily have been chargeable for the premises

during the six months preceding the last occasion on which Veolia Water Projects (or other relevant water undertaker) or any person duly authorised by it, last read the meter for the purpose of ascertaining the volume of water supplied to the house, less any sums already paid in respect of that period.

(3) Subject to sub-clause (2), account will be taken of the sums payable by Veolia Water Projects or by the consumer for any period during which the meter has, or is deemed to have, registered incorrectly, and the balance will be paid or allowed by Veolia Water Projects or paid by the consumer as the case may be.

(4) Where a meter is connected to a supply of water, or Veolia Water Projects has given notice of its intention to connect a meter to premises:

(i) which do not appear in the valuation list, and

(ii) for which a notional net annual value has not been determined by Veolia Water Projects, and

(iii) for which no account has been rendered by Veolia Water Projects to the current occupier for any billing period prior to the installation of the meter,

Veolia Water Projects will be entitled to render an account, for any billing period prior to the installation of the meter, based on an estimate by Veolia Water Projects of the volume of water supplied.

PAYMENT OF BUSINESS ASSESSED CHARGES

20. (1) Charges based on the assessed quantity will be due and payable annually in advance on 1st April each year, provided that consumers may choose to pay such charges (following a written notice to Veolia Water Projects to that effect) by one of the following methods:

(a) Two equal instalments payable on 1st April and 1st October each year; or

(b) Eight equal instalments payable each month from April to November inclusive.

(2) Where the consumer has chosen to pay by instalments and any such instalment is not paid within 21 days of the date it is payable, then the whole of the annual charges remaining unpaid will become payable.

(3) Where a customer starts to receive a supply of water to his premises on a day other than 1st April in any year and charges fail to be paid under sub clause (2) for that supply, there will be payable, in advance, a time apportioned part only of those charges for the relevant year.

(4) Persons Chargeable:

(a) The person responsible for payment of charges under this scheme will be the occupier of the relevant/connected premises to which the supply is made except where some other person is liable by agreement with Veolia Water Projects;

(b) Where there are two or more people occupying the relevant premises to which the supply is made, the occupiers will be jointly and severally liable for the payment of the charges;

(c) Where the relevant premises, to which the supply is made, is let on a tenancy of less than 12 months or licence, the owner of the premises will be regarded as the occupier and be liable for charges except where some other person has paid the charges or is liable by agreement with Veolia Water Projects.

(5) Where a consumer has received from Veolia Water Projects an account for rate based charges for a particular charging year, and, during the course of that year Veolia Water Projects determines that the relevant premises will be subject to charges based on the assessed quantity, then the consumer will only be liable to pay a time apportioned part of the previous account calculated up to, and including, the date of Veolia Water Projects' determination. Where the previous account has been paid in full or in part, the consumer will be entitled to recover any payment made

over and above the amount for which he is liable by virtue of the preceding provisions of this sub-clause. For the remainder of that year the consumer will be liable to pay charges based on the assessed quantity on a time apportioned basis starting the day after Veolia Water Projects' determination.

(6) Where in any year a customer, who has paid the charges to be paid under sub-clause (2), (3) or (4), gives notice in writing to Veolia Water Projects of his desire that the supply of water to his premises be discontinued, he will be entitled to recover from Veolia Water Projects a time apportioned part of those charges paid by him in respect of that year as from the date when Veolia Water Projects could reasonably discontinue the supply following receipt of the notice.

(7) Where in any charging year the consumer, in the case of an individual:

- (a) Dies; or
 - (b) Has a bankruptcy order made against them or an interim receiver of their property appointed; or
 - (c) Has a voluntary arrangement is approved under Part VIII of the Insolvency Act 1986; or
 - (d) Enters into a deed of arrangement with their creditors; or in the case of a limited company:
 - (e) The company has been dissolved; or
 - (f) Has an administration order made; or
 - (g) Has an administrative receiver appointed; or
 - (h) Has a voluntary arrangement approved under Part I of the Insolvency Act 1986 take effect; or
 - (i) Goes into liquidation; or
 - (j) Has a provisional liquidator appointed;
- Then, notwithstanding that the charges to be paid under sub-clauses (2), (3) and (4) are otherwise due and payable, Veolia Water Projects will limit the charges payable to the amount of charges due and owing calculated up to and including the relevant date of each of (a) to (j) above for that year.

PAYMENT OF CHARGES - ABSTRACTION LICENCE

21. (1) The person responsible for payment of charges where the water supply is obtained under a relevant abstraction licence will be the occupier of the relevant connected premises except where some other person is liable by agreement with Veolia Water Projects.

(2) The charges calculated will be due and payable when the volume of water supplied has been ascertained and a relevant bill issued, provided that the consumer may choose to pay such charges (following the service of a written notice to Veolia Water Projects to that effect) by monthly instalments on the third day of each month.

(3) Where the consumer has chosen to pay by instalments and any such instalment is not paid within 21 days of the date it is payable, then the whole of the remaining charges will become payable.

(4) Where a customer goes into occupation of connected premises, on a day other than 1st April in any year, and charges fall to be paid for it, there will be payable a time apportioned part only of those charges.

(5) Where in any year a customer, who has paid the charges to be paid under this clause, gives notice in writing to Veolia Water Projects that he intends to vacate the connected premises, he will be entitled to recover from Veolia Water Projects a time apportioned part of those charges paid by him in respect of that year as from the date on which he ceases to be in occupation of such premises.

(6) If, after 31st March in any year, it is shown to the satisfaction of Veolia Water Projects that, during the year prior to 1st April the volume of water abstracted or authorised to be abstracted, under the relevant abstraction licence, for use on the connected premises, or the volume of such water discharged to a

public sewer, as the case may be, differs substantially from the volumes on which the charges payable under sub-clause (2) were based, the requisite adjustment in the amount of such charges, to take account of such differing volumes, may be made in such manner as may be practicable and as Veolia Water Projects may consider suitable in the circumstances of the particular case.

OTHER CHARGES

22. (1) For services performed, facilities provided or rights made available under the water supply and wastewater and sewage disposal functions of Veolia Water Projects, other than those referred to above, and services, facilities or rights which a customer is entitled to demand for relevant/connected premises, Veolia Water Projects may make such charges, to persons in receipt of or benefiting from such services, facilities or rights, as appear to it to be appropriate having regard to cost, and such supplementary charges, if any, as may, in the opinion of Veolia Water, be necessary to comply with any statutory orders, directions, undertakings, determinations or similar obligations affecting Veolia Water Projects. These charges are to be payable at such times as fixed by resolution of Veolia Water Projects.

(2) Without prejudice to the generality of sub-clause (1) and its ability to fix further charges, some other charges which have already been fixed by Veolia Water Projects are shown in the Sundry Charges Schedule. These are charges for the reception, treatment and disposal of the contents of cesspools and septic tanks in accordance with the following provisions:

(a) The charges will have regard to the estimated annual regional costs of the service for the relevant year;

(b) There will be two rates of charge based on the strength of the effluent received from the cesspools and/or septic tanks. These rates apply to those sites where the strength of effluent is monitored:

- (i) The first rate will apply to effluent with a suspended solids (SS) strength of 399 milligrammes per litre (mg/l) or less,
- (ii) The second rate will apply to effluent with a SS strength of 400 mg/l and above.
- (c) The charges will be calculated by multiplying the charge for monitored loads per cubic metre as shown in the Sundry Charges Schedule fixed by reference to the quantity delivered to Veolia Water Projects;
- (d) The charges will be payable by the person requesting the service upon delivery of an account by Veolia Water Projects to him;
- (e) The rate of charge to be applied will be determined on the basis of Veolia Water Projects' measurement of the strength of the effluent. However, where for any reason no such measurement is made, the rate of charge will be calculated by multiplying the charge, as shown in the Sundry Charges Schedule, fixed by reference to the quantity delivered to Veolia Water Projects.

PAYMENT METHODS

23. (1) Subject to the following provisions of this Clause, payment for any charges made under this scheme may be made at any of the agreed frequencies using any of the following methods:

1. Cheque through the post.
2. Cash/Cheque in any Bank or Building Society subject to their transaction fees. No transaction fees apply for payment at branches of Barclays bank.
3. Using the Veolia Water Payment Card at any PayPoint outlet by cash, or Post Office by cash, cheque or debit card.
4. Online at the Veolia Water Projects website :
<http://www.veoliawaterprojects.co.uk/billing.shtml>
5. By Debit/Credit Card by calling 08451 482 909.
6. By Direct Debit.
7. By BACS or standing order; Bank account details are: *Barclays Bank, Account Name: Veolia Water Projects Ltd – Tidworth Account, Account Number: 93738027, Sort Code: 20-74-*

09, Reference: customer number from the first page of the water bill.

NB: Where home banking facilities are being used, the customer must use their customer number from the first page of their water bill as the reference along with the Veolia Water Projects sort code and account number as shown in 7 above.

(2) Where a customer owes arrears from a previous billing period and receives benefits such as income-related employment and support allowance, income-based job seekers allowance, income support and pension, it may be possible to pay the arrears along with current year charges by direct payments. This means that agreed amounts would be deducted from the customer's benefits and paid to Veolia Water Projects direct. Any customer who wishes to join this scheme should contact Veolia Water Projects.

(3) In the case of charges assessed under Clause 16, instalment arrangements will only be accepted where direct debits are used.

(4) It should be noted that where a customer's charges are payable by a third party (for example, the customer's Landlord), then the range of available payment methods may differ from those set out in this scheme (for example, they may be collected by the Landlord together with the rent payments).

(5) Where payment has been tendered by cheque or direct debit but has not been honoured by the bank on which it has been drawn, the consumer will be liable to pay an additional administration charge as set by Veolia Water Projects. This charge is currently £20.

CHARGE VARIATIONS FOR EMPTY PROPERTIES

24. (1) No charges will be payable for:

- (a) Unmetered supplies under Clause 4; and
- (b) Fixed charges for metered supplies under Clause 5(1)(e) in respect of any period during which the consumer is able to demonstrate to the reasonable satisfaction of Veolia Water

Projects that the premises are both unoccupied and unfurnished.

(2) Premises will not be regarded as "unoccupied" for the purposes of 22(1) if they are:

- (a) Subject to building or renovation works; or
- (b) Newly built premises prior to transfer of ownership from the builder.

(3) No charges will be payable for:

- (a) Unmetered supplies under Clause 4; and
- (b) Fixed charges for metered supplies under Clause 5(1)(e) for any continuous period of three months or more during which the consumer is able to demonstrate to the reasonable satisfaction of Veolia Water Projects that the premises are unoccupied and the customer is living in a care home or nursing home.

(4) Premises, which are subject to business assessed charges under Clause 16 and which are unoccupied and unfurnished as a result of building or renovation works, will be liable to pay full charges for the first three calendar months during which the premises are unoccupied and unfurnished. Thereafter and for the remainder of the period during which the premises are unoccupied and unfurnished, charges under Clause 16(3)(a) will not be payable.

(5) The above charging variations will only apply to the period during which this scheme is in force and must be claimed by the customer. No claim will be allowed for any period more than six months prior to the date of the claim.

HOUSEHOLD ASSESSED MEASURED CHARGE

25. (1) A household customer may choose the household assessed measured charge when it is not reasonably practicable to fit a meter, or it is unreasonably expensive to do so.

(2) The household assessed measured charge is based on the band of water charge, the number of occupants in the household and the assumption that a set percentage of water is discharged to the sewer. This percentage is:

- 92.5% for ex-Southern customers
- 95% for ex-Wessex customers

(3) There are two bands of water charge based on average and low usage. The bands are determined as follows:

- (i) band A – average use: regular baths and showers (including power showers), use of a washing machine, occasional use of a dishwasher,
- (ii) band B – low use: preference for showers instead of baths, infrequent use of a washing machine, absent from the property for large periods of the day.

(4) The assessment of whether the customer will be billed on an average usage charge or a low usage charge will be established at the stage of application for a meter.

(5) When a customer expresses an interest in moving to a metered charging basis, a standard series of questions will be posed to estimate current usage. These questions will be based on water usage across an average week, i.e. number of baths and/or showers taken per household, frequency of use of appliances (including washing machines, dishwashers etc.) and whether most household members are absent from the property for large periods of the day.

(6) Based on the response to these questions the customer will be advised if it is financially favourable for them to move to a metered charging basis.

(7) If it is identified during the survey that fitting a meter is impractical or is too expensive, the usage assessment completed at the application stage will be used to determine the usage band applicable for the assessed measured charge.

(8) The water and wastewater charges for each of the consumption bands are shown in the Unmeasured Charges Schedule.

(9) The charges for wastewater also include an abated charge for sewerage only (i.e. where there is no surface water drainage).

(10) On change of occupier, the premises will remain on the household assessed measured charge. However, the band may be re-assessed based on the number of new occupants and level of usage to ensure that the most appropriate band is applied.

FURTHER INFORMATION AND COMPLAINTS

26. (1) Any person who plans to move to a property within the Veolia Water Projects area may obtain information on the basis on which charges will be payable for that property by either:

- (a) calling on 08451 482 909 during service hours; or
- (b) writing to Veolia Water Projects at *Veolia Water Projects Billing Team, PO Box 3474, Swindon, SN3 9AF*.

(2) Veolia Water Projects' complaints procedure is set out in its Customer Code of Practice and summarised in the leaflet *Our Guarantee to You*. There is also a *How to make a complaint* leaflet. Both are available on request or at: www.veoliawaterprojects.co.uk.

Trade effluent charges

GENERAL

1. (1) The charges to be made under this scheme, for the availability of facilities and the reception of trade effluent from relevant premises into Veolia Water Projects' public sewers, will provide the income necessary to finance the reception, conveyance, treatment and disposal of trade effluent under the wastewater and sewage disposal function of Veolia Water Projects. These charges will be fixed under the principles laid down in Chapter 1 of Part V of the 1991 Act and in the Licence.

(2) Charges under this scheme will relate to the volume and strength of the trade effluent discharges from relevant premises and the cost of reception, conveyance, treatment and disposal of sewage averaged over the whole Veolia Water Projects' area.

(3) The charges under this scheme are levied in accordance with the provisions of the 1991 Act and the Licence and any taxes imposed by law on the making of these charges will be recoverable in addition to the charges.

CHARGES

2. (1) Subject to the following provisions of this scheme there will be payable to Veolia Water Projects for the reception of trade effluent discharge from relevant premises into Veolia Water Projects' public sewers under a Consent or Agreement.

(a) The greater in any billing period of:

(i) charges derived by applying to the volume of trade effluent, as calculated under the terms of the relevant Consent or Agreement, a charge calculated either based on the formula set out in sub-clause (2) below, or by reference to the charges for agreed strength discharges set out in the Trade Effluent Charges Schedule. This formula may be varied by Agreement when special circumstances apply (e.g. capital contributions by the charge payer for works on Veolia Water Projects' infrastructure), or

(ii) the appropriate portion of the annual minimum charge shown in the Trade Effluent Charges Schedule; plus

(b) Any charges for sampling and analysis which might be applicable by virtue of sub-clause (4) below; plus

(c) Any additional treatment charges which may apply by virtue of sub-clause (5) below.

(2) Volume and strength charge - standard tariff. The charge per cubic metre of trade effluent will be derived from the formula:

$O_t St R + V + B + S O_s S_s$ where:

R = the amount shown in the Trade Effluent Charges Schedule. This is the average volume related wastewater charge for receiving into its public sewers and conveying one cubic metre of foul sewage to Veolia Water Projects' sewage treatment works;

V = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Veolia Water Projects for primary treatment of one cubic metre of foul sewage at Veolia Water Projects' sewage treatment works;

O_t = the Chemical Oxygen Demand of the trade effluent (in milligrams per litre) after one hour quiescent settlement or such other parameter as may be determined by Veolia Water Projects;

O_s = the Chemical Oxygen Demand of average strength settled foul sewage (in milligrammes per litre) after one hour quiescent settlement or such other parameter as determined at Veolia Water Projects' sewage treatment works;

B = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Veolia Water Projects for biological oxidation of one cubic metre of foul sewage at Veolia Water Projects' sewage treatment works;

St = the total suspended solids settleable in one hour from the trade effluent at pH 7.0 or at the pH of mixed sewage (in milligrammes per litre);

S_s = the total suspended solids removed from average strength foul sewage by settlement (in milligrammes per litre) in one hour at pH 7.0 or the pH of mixed sewage as determined by Veolia Water Projects;

S = the amount shown in the Trade Effluent Charges Schedule. This is the average charge by Veolia Water Projects, per cubic metre of sewage received, for treatment and disposal of sludge from Veolia Water Projects' sewage treatment works;

(3) Charges under this scheme will be payable by the person to whom the necessary consent referred to in sub-clause (1) was granted or, as the case may be, any person who makes a discharge of trade effluent at any time during the period to which the charge relates.

OTHER CHARGES

3. For services performed, facilities provided or rights made available under the Trade Effluent function of Veolia Water Projects, other than those referred to above, Veolia Water Projects may fix, by resolution or by agreement, such charges to be payable by persons in receipt of, or benefiting from, such services, facilities or rights, as appear to Veolia Water Projects to be appropriate having regard to cost and such supplementary charges, if any, as may in the opinion of Veolia Water Projects be necessary to comply with any statutory orders, directions, undertakings, determinations or similar obligations affecting Veolia Water Projects.

PAYMENT OF CHARGES

4 (1) Other charges referred to in the preceding clauses will be payable on demand when the volume of trade effluent discharged has been defined. Where it has not been possible to define the volume of trade effluent discharged for any reason, Veolia Water Projects may calculate a bill based on an estimate of the said volume. A billing period will not normally exceed one year.

(2) Charges to persons ceasing to discharge a trade effluent from relevant premises or commencing a new discharge from such premises will be the greater of the appropriate volumetric charge for the relevant period of a year or a time apportioned part of the minimum annual charge, shown in the enclosed schedule fixed by Veolia Water Projects.

(3) Nothing in this charges scheme shall affect any power of Veolia Water Projects to

fix by resolution or to make any such agreement as to charges as they are empowered to make.

(4) Where premises discharge both trade effluent and sewage, Veolia Water Projects will determine, at its discretion, but following consultation with the customer, the proportions of the discharge which is to be charged under this Scheme and the proportion which is to be charged under the Veolia Water Projects Wastewater Charges Scheme 2010.

Infrastructure charges

GENERAL

1. (1) The charges to be made under this scheme will, with any other relevant sources of revenue, supply income necessary to finance works for the provision of additional capacity in Veolia Water Projects' water supply and wastewater and sewage disposal systems (excluding such works as are expected to be the subject matter of requisitions under Sections 41 and 98 of the Act), to enable premises which require a connection to such systems for the first time to be provided with water supply and wastewater services for domestic purposes.

(2) Charges payable under this scheme are fixed under with the provisions of the Licence and the Act, and are shown in the Infrastructure Charges Schedule. Any taxes imposed by law on the making of such charges will be recoverable in addition to the charges.

CHARGES

2. (1) Subject to the provisions of Condition C of the Licence, where a customer requests Veolia Water Projects to make a connection to a water supply or to a public sewer of one or more premises which have never at any previous time been connected to a supply of water provided for domestic purposes, or sewer used for the drainage for domestic purposes, by Veolia Water Projects or any statutory predecessor to it, or where the customer otherwise makes arrangements for such a connection, there will be payable to Veolia Water Projects for each of these premises the charge (less any Related Amount) shown in the Infrastructure Charges Schedule. Provided that, in calculating the total of these premises, for the purposes of this charge, there will be deducted from the total any premises on the same site which were separately connected to such water supply or public sewer at the date of the calculation or within the previous period of five years, provided that each such

separately connected premises will be deducted once only in calculating the total.

(2) For information it should be noted that the charges payable under sub-clause 2(1) above are in addition to the costs incurred in making the actual physical connection to the water main and/or sewer. Veolia Water Projects is empowered by the Act to recover expenses reasonably incurred for making such connections and will recover such expenses in addition to raising infrastructure charges.

PAYMENT OF CHARGES

3. Subject to the provisions of Clause 4:
(a) Where a customer requests Veolia Water Projects or its agent or contractor to make a connection to a water supply in the circumstances mentioned in sub-clause 2(1), the charges payable under that sub-clause shall become due and payable after the connection has been made and within 14 days after demand being made by Veolia Water Projects;

(b) Where, instead of making a request to Veolia Water Projects, a customer himself makes arrangements for a connection to be made to a water supply or to a public sewer in the circumstances mentioned in sub-clause 2(1), the charges payable under this sub-clause will become due and payable within 14 days after demand being made by Veolia Water Projects.

PAYMENT OF CHARGES – DWELLING HOUSES

4. In lieu of the provisions of Clause 5, where a request is made by a customer for a connection to a water supply or, as the case may be, to a public sewer of premises which are occupied as a dwelling house immediately before the relevant connection is made:

(a) the relevant charges under this scheme will be paid in full within 14 days after being demanded by Veolia Water Projects Water, or, at the option of the customer;

(b) an amount equal to the Instalment Amount will be paid in each of the 12 years following the relevant connection being made, on the anniversary of the date on which the first instalment became due under the preceding paragraph, subject only to the customer giving such undertakings to that effect as Veolia Water Projects may reasonably require.

AGREEMENTS

5. The provisions of this scheme are without prejudice to:

- (a) the power of Veolia Water Projects to enter into an agreement with a customer as to the terms on which any charges due, for the connection of any premises to a water supply or a public sewer system, will be paid to Veolia Water Projects, including, in particular, any agreement to make a lump sum payment (whether or not in advance of the connection or connections being made) for such charges; and
- (b) the terms of any such Agreement entered into by Veolia Water Projects or any statutory predecessor to it prior to 8th June 2009.

SCHEDULES

1. The charges relate to the period from 1st April 2010.
2. Water charges are payable for all properties which receive a water supply either directly or indirectly.
3. Wastewater charges are payable for all properties connected directly or indirectly to a public foul or surface water sewer or which have the benefit of these services and will include elements of foul water, surface water and highway drainage.
4. For customers not connected to our sewers for the purpose of discharging surface water, an abated charge or a rebate is applicable.

UNMEASURED CHARGES SCHEDULE

Customers in ex-Southern Water area

	<i>Water</i>		<i>Wastewater</i>	
Fixed charge	£29.54		£57.28	
Poundage pence (per R.V.E)	55.30p		105.10p	
Rebate applicable	-		£22.00	
Household assessed measured charge (SWD=Surface Water Drainage):				
<u>Band A – Average use</u>				
<i>No of occupants</i>	<i>Consumption m3 per yr</i>		<i>Fixed charge</i>	<i>Abated charge-no SWD</i>
1	64	£86.72	£152.27	£129.96
2	96	£116.70	£204.09	£181.93
3+	133	£151.37	£264.01	£242.03
<u>Band B – Low use</u>				
<i>No of occupants</i>	<i>Consumption m3 per yr</i>		<i>Fixed charge</i>	<i>Abated charge-no SWD</i>
1	52	£75.49	£132.83	£110.47
2	78	£99.84	£174.94	£152.70
3+	107	£127.01	£221.90	£199.80

Customers in ex-Wessex Water area

	<i>Water</i>		<i>Wastewater</i>	
Fixed charge (per annum)	£7.00		£7.00	
Poundage pence (per R.V.E)	137.68p		127.85p	
Abated Poundage pence (per R.V.E)-			117.12p	
Household assessed measured charge (SWD=Surface Water Drainage):				
<u>Band A – Average use</u>				
<i>No of occupants</i>	<i>Consumption m3 per yr</i>		<i>Fixed charge</i>	<i>Abated charge-no SWD</i>
1	64	£129.26	£140.13	121.13
2	96	£185.22	£189.19	170.19
3+	133	£249.90	£245.92	226.92
<u>Band B – Low use</u>				
<i>No of occupants</i>	<i>Consumption m3 per yr</i>		<i>Fixed charge</i>	<i>Abated charge-no SWD</i>
1	52	£108.29	£121.73	102.73
2	78	£153.74	£161.59	142.59
3+	107	£204.44	£206.05	187.05

MEASURED CHARGES SCHEDULE

Customers in ex-Southern Water area

	<i>Water</i>		<i>Wastewater</i>		
Volume charge per cubic metre	94.90p		176.40p		
WaterSure tariff	£131.00		£242.00		
Fixed charges:					
<i>Pipe size</i>		<i>Water</i>		<i>Wastewater</i>	
<i>mm</i>	<i>inches</i>		<i>Full</i>	<i>Abated</i>	
up to 20	0.75	£26.37	£48.17	£26.17	
25	1.00	£66.60	£166.00	£78.00	
40	1.50	£119.70	£338.00	£162.00	
50	2.00	£204.16	£588.00	£368.00	

Note: Wastewater non-return to sewer allowance is 92.5%.

Customers in ex-Wessex Water area

	<i>Water</i>		<i>Wastewater</i>		
Volume charge per cubic metre	174.83p		161.39p		
WaterSure tariff	£203.00		£206.00		
Fixed charges:					
<i>Pipe size</i>		<i>Water</i>		<i>Wastewater</i>	
<i>mm</i>	<i>inches</i>		<i>Full</i>	<i>Abated</i>	
up to 20	0.75	£17.00	£42.00	£23.00	
25		£70.00	£230.00	£140.00	
40	1.5	£70.00	£460.00	£255.00	
50	2	£70.00	£805.00	£428.00	
80	3	£70.00	£2015.00	£1033.00	
100	4	£70.00	£3450.00	£1750.00	
150	6	£70.00	£6900.00	£3475.00	

Note: Wastewater non-return to sewer allowance is 95%.

BUSINESS ASSESSED CHARGES SCHEDULE

1. If the business can not have a water meter fitted, it is put into an assessed charge band based on the type of business it is and the number employees at the site. The following table shows the volume Veolia Water Projects will charge per full-time employee or equivalent:

Band 1 - 15 cubic metered	Band 2 - 50 cubic metres	Band 3 - 100 cubic metres
Band 4 - 200 cubic metres	Band 5 - By inspection	

2. The business assessed volume will be charged at the appropriate rate for the location as set out in the Measured Charges Schedule.

3. In addition to assessed charges, a fixed charge is also payable at the appropriate rate for the size of the meter and for the location as set out in the Measured Charges Schedule.

4. Water charges are payable for all properties which receive a water supply either directly or indirectly.

5. Charges are payable for all properties connected directly or indirectly to a public foul or surface water sewer or which have the benefit of these services. Veolia Water Projects will consider reducing the wastewater charge in those cases where less than 90% of the water supplied is returned to the public wastewater system.

SUNDRY CHARGES SCHEDULE

1. These charges have been approved by the Water Services Regulation Authority (Ofwat).

2. Wastewater services

2.1 Charges for treating cesspool and septic tank contents are shown below. They do not include tankering costs for emptying the cesspool or tank. Most effluent will be charged at the lower rate.

2.2 Where the strength of the contents is unmeasured, we charge a fixed rate per cubic metre.

2.3 Charges for treating monitored load (per cubic metre):

Solids suspended per litre (not including VAT)

399mg or less: £1.24 400mg and above: £8.54

2.4 Charges for treating unmonitored load (per cubic metre)

Unmeasured contents £5.15 (not including VAT)

3. Domestic garages, car spaces and stores. Where an unmeasured supply only serves a domestic garage, car space or store area, a fixed annual charge for each unit will apply, as detailed below. Where there is no water supply, but surface water drains to our sewer, only the wastewater fixed charge is payable.

Water fixed charge: £10.40, Wastewater fixed charge: £7.90 (both not including VAT)

4 Water supply

4.1 These charges do not include VAT and apply to metered and unmetered services as appropriate.

4.2 Building supplies

New supplies	Metered
Alterations to existing properties with contract sum over £100,000 (where no new supply is needed)	0.17% of contract value
Minimum charge for non-metered supplies	£130.00 per year

4.3 Disconnection attendance fee where we attend premises to disconnect for non-payment of charges for non-domestic properties, but the disconnection does not proceed: £48 per occasion

4.4 Allotment and water points

Tank/point (per supply)	£31.00 per year
Allotment sprinklers, cricket pitches, tennis courts and disced supplies	£88.00 per year
Minimum charge for meter minimum equivalents	£298.00 per year

4.5 Use of hydrants

Daily usage (up to 20 cubic metres):

First day: £104.00	Subsequent days: £35.00	Higher demand rates: on application
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Regular user licence per item:

Low demand (0-1.0 cubic metres a day) only applicable to 20mm standpipes	£268.00 a year
Average demand (0-10.0 cubic metres a day)	£1347.00 a year
High demand (10.0-20.0 cubic metres a day)	£2699.00 a year
Very high demand (more than 20.0 cubic metres a day)	By agreement
Pro-rata rates for 3 months minimum	On application

(a) where a visit is required by a technician, an attendance fee will be payable

(b) where Veolia Water Projects agrees a consent retrospectively, an administration fee of £97 will be payable

4.6 Cattle troughs: £140.00 per year per trough

TRADE EFFLUENT CHARGES SCHEDULE

Volume charge		
Category of charge		<i>p/m3 of standard strength effluent</i>
R		62.90
V		24.44
B		41.40
S		19.20
Minimum charge		£283
Measured service charge		
Flow of:		
20-40 MI/annum		£800
40-100 MI/annum		£1,600
100-200 MI/annum		£2,400
>200 MI/annum		£3,200
<i>Note: Standard strength defined by parameters: Os = 802 mg/l Ss = 313 mg/l</i>		

INFRASTRUCTURE CHARGES SCHEDULE

1. Interpretation

Infrastructure Charge means a Water Infrastructure Charge or a Sewerage Infrastructure Charge;

House means any building or part of a building which is occupied as a private dwelling or which, if unoccupied, is likely to be so occupied and includes a flat;

Common Billing Agreement means an agreement between Veolia Water Projects and any other person under which that person has undertaken to pay, on terms agreed between them, charges for water supply or sewerage services, or both, for two or more Houses which have a common Supply Pipe and which, in any case where that agreement relates to one of those services only, are also subject to a similar agreement for common billing between that person and the undertaker providing the other service;

Relevant Multiplier means a number (which may be one or more or less than one) calculated in a way set out in Section 8 of this schedule;

Standard Amount, in relation to any Infrastructure Charge, means the amount

of that charge specified in sub-paragraph 2.1.3, as adjusted as per sub-paragraph 2.2 (in respect of any Charging Year starting on or after 1st April 2010);

Supply Pipe means any part of a service pipe which a water undertaker could not be, or have been, required to lay under section 46 of the Act; and References to a connection are to such a connection as is mentioned in section 146(2)(a) or (b) of the Act.

2. Level of Infrastructure Charges

2.1 Subject to the following provisions of this Schedule, for each Charging Year starting on or after 1st April 2010, the amount of any Infrastructure Charge will be:

2.1.1 In the case of a House subject to a Common Billing Agreement, the Standard Amount multiplied by the Relevant Multiplier for that house;

2.1.2 In the case of premises which do not consist in a House or Houses and to which water is provided by a Supply Pipe with an internal diameter larger than the standard size for the time being adopted by Veolia Water Projects for new connections of Houses, the Standard Amount multiplied by the Relevant Multiplier for those premises; and

2.1.3 In the case of any other premises Infrastructure Charge are payable:

Water £297.30 Sewerage £297.30

2.2 In respect of each Charging Year starting on or after 1st April 2010

2.2.1 The amounts specified in sub-paragraph 2.1.3 will be adjusted by the percentage of any change in the Retail Prices Index between that published for the month of November in the Prior Year and November 2007; and

2.2.2 Sub-paragraph 5.2 of Condition B will apply to this Schedule as if the reference in it to the Charges Limit were a reference to the Standard Amount.

3.1 Subject to sub-paragraph 3.2, where an amount has been paid or agreed to be paid to Veolia Water Projects for works which have been allowed for in determining the limits on Infrastructure Charges, that amount shall, to the extent that it is actually paid and refers to a connection, count towards the level of charge for that connection under paragraph 2.

3.2 Where any such amount referable to a connection is greater than the level of charge for that connection under paragraph 2, nothing in this Schedule will preclude Veolia Water Projects from retaining or recovering the greater amount.

4.1 Subject to sub-paragraph 4.2, where a site is developed or redeveloped (including by means of conversion of a building or buildings on it) the total amount of Water Infrastructure Charges or, as the case may be, Sewerage Infrastructure Charges which may be recovered in respect of Houses and other premises on the site resulting from the development or redevelopment, will not exceed the Standard Amount multiplied by X, where X equals:

- (1) the aggregate of the Relevant Multipliers for all those premises less
- (2) the maximum number of premises with water or, as the case may be, sewerage connections on the site at any time in the period of 5 years before the development or redevelopment began.

4.2 For the purpose of calculating the amount of the limit imposed by this paragraph

(a) Each premises to which sub-paragraph 2.1.3 applies will be deemed to have a Relevant Multiplier of 1; and

(b) Where, by virtue of paragraph 3 of this Schedule, Veolia Water Projects would be permitted to charge more in respect of any premises resulting from the development or redevelopment than the level otherwise applying under paragraph 2, the limit will be increased by the amount of the excess.

5.1 Subject to sub-paragraph 5.2, where

(a) a person who has received a demand, or undertaken, to pay Infrastructure Charges in respect of two or more Houses subject to a Common Billing Agreement fails to pay them, or any part of them, within 14 days of the date of connection; or

(b) A Common Billing Agreement is terminated otherwise than in accordance with its terms by the person who has undertaken to pay charges under it, nothing in this Schedule will preclude the Appointee from recovering, whether from that person or from the occupier of each House subject to the agreement, Infrastructure Charges in respect of that House at the Standard Amount.

5.2 Whenever it takes advantage of sub-paragraph 5.1, Veolia Water Projects will give credit for any amount already paid by way of Infrastructure Charges in respect of that House for the connection concerned.

6. Paragraph 2 does not apply to the interest element of any Instalment Amount payable under Condition D.

7.1 Nothing in this Schedule precludes Veolia Water Projects from charging less in any particular case than the level of Infrastructure Charge applying under paragraph 2.

7.2 Nothing in this Schedule restricts the recovery or amount of any expenses or charges recoverable otherwise than under section 146 of the Act or (except if and to the extent that sub-paragraph 3.1 applies to the amount) restricts the recovery or

level of any Infrastructure Charge by reference to any such amount.

8 Calculation of relevant multiplier

8.1 To calculate the Relevant Multiplier for a House to which sub-paragraph 2.1.1 applies:

8.1.1 Ascertain in respect of all the Houses subject to the Common Billing Agreement in question (eg all the flats in a block to which such an agreement applies) and all communal facilities shared by all or any of them, the total number of water fittings in all the categories specified in column 1 of the table below;

8.1.2 Calculate by reference to column 2 of the Table the total loading units attributable to that total number of water fittings (and increase the total, where necessary, to take account of the minimum for domestic appliances);

8.1.3 Divide that number of loading units by 24 and divide the resulting figure by the number of Houses subject to the Common Billing Agreement;

8.1.4 The resulting number, will be the Relevant Multiplier.

8.2 To calculate the Relevant Multiplier for premises to which sub-paragraph 2.1.2 applies, ascertain in respect of the premises the total number of water fittings in all the categories specified in column 1 of the Table below; calculate by reference to column 2 of the Table the total loading units attributable to that total number of water fittings; divide the total loading units by 24; and the resulting number will be the Relevant Multiplier, provided that if the resulting number is less than 1, the Relevant Multiplier will be 1.

Water Fitting (note 1)	Loading Units	Water Fitting (note 1)	Loading Units
WC flushing cistern	2	Bath (tap nominal size $\frac{3}{4}$ in/20 mm) (note 2)	10
Wash basin in a House	1.5	Bath (tap nominal size larger than $\frac{3}{4}$ in/20 mm (note 2)	22
Wash basin elsewhere	3	Sink (tap nominal size $\frac{1}{2}$ in/15 mm)	3
Shower	3	Sink (tap nominal size larger than $\frac{1}{2}$ in/15 mm)	5
Spray tap	0.5	Domestic appliance (subject to a minimum of 6 L.U.s per House - (notes 3 & 4)	3
Bidet	1.5	Other water fitting or outlet (including a tap but excluding a urinal or water softener)	3
Communal or commercial appliance (note 3)	10		

Notes:

- 1 Reference to any fitting includes reference to any plumbing, outlet, dedicated space or planning or other provision for that fitting;
- 2 "Bath" includes a whirlpool bath and a jacuzzi;
- 3 "Domestic appliance" means an appliance (including a dishwasher, a washing machine and waste disposal unit) in a House and "communal or commercial appliance" means an appliance (including a dishwasher, a washing machine and a waste disposal unit) elsewhere than in a House (including in communal facilities);
- 4 In any calculation under paragraph 1, a minimum of six loading units shall be included, in respect of each House, for domestic appliances (whether or not the House has any such appliances) except, in the case of any House, where neither a washing machine nor a dishwasher can be provided (and there is no plumbing, outlet, dedicated space or planning or other provision for either appliance) in the House;
- 5 In the case of any premises with a sewerage only connection and no water fittings the Relevant Multiplier will be one.