



**Code of Practice:  
Guaranteed Standards  
Scheme**

**February 2024**



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## Introduction

Water and wastewater customers ('customers') are entitled to guaranteed minimum standards of service, as set out by Secretary of State and the Welsh Ministers.

A customer is someone who receives water or wastewater services from a company that holds an appointment as a water or sewerage undertaker (a 'water or sewerage company') or from a company that holds a water supply licence or a sewerage licence (a 'retailer').

Where a company fails to meet a standard, it is required to make a specified payment to the customer affected under the Guaranteed Standards Scheme ('GSS').

## Customers' rights

The GSS Regulations apply to all customers.

If a company fails to meet any of the guaranteed standards, customers are entitled to a payment.

The company must make the required payment within ten working days of the payment becoming due for simple failures and within 20 days for more complex operational issues. If the company fails to do this and the customer makes a claim for an additional penalty payment within three months of the required payment becoming due, the company must make the additional penalty payment.



Our website is 'Recite me' enabled and our documents are also available in other formats such as Braille and large print. Please contact us for more information.

Some companies operate schemes that go further than required by the GSS Regulations. For example, where a reply to a complaint letter is required in ten days under the GSS Regulations, the company may raise this standard to five days. In other cases, a higher amount may be paid than the minimum amount set out in the GSS Regulations.

Each water and sewerage company must inform billed customers of their rights under the GSS Regulations every year. The standards prescribed under the GSS Regulations which companies must meet are set out below

# Guaranteed Standards Scheme

## Appointments (GSS 1)

Leaf Water will make an appointment to visit you, we will offer you either a morning (before 1pm) or afternoon appointment, or you can request an appointment within a two-hour time period.

If we have to change the appointment, we will give you 24 hours notice.

If we fail to make an appointment correctly, we will credit your account with £30

If we fail to attend an appointment on time (+/- 15 mins), we will credit your account with £30. Payments will be made within 10 working days. If we fail to make a payment within this time, you are entitled to claim a penalty payment of £10. You must claim the penalty payment within three months.

## Account Queries (GSS 2)

We will reply to any written enquiry about your bill within 10 working days of receipt.

If you ask for a change to your payment arrangement, (for example to pay by instalments) and we're unable to agree to the request, we will reply and tell you the reason why within 5 working days of receipt.

## Written Complaints (GSS 2)

We will respond to all written complaints within 10 working days of receipt.

If we fail to meet any of the above standards, we will credit £25 to your account or you may request a direct payment. Payments will be made within 10 working days. If we fail to make a

payment within this time, you are entitled to claim a penalty payment of £10. You must claim the penalty payment within three months.

## Interruptions to supply (GSS 3)

Occasionally we need to turn off the water supply to carry out essential, planned work. We will let you know in advance and tell you when the supply will be restored.

For interruptions of more than 4 hours, we will give you at least 48 hours' notice in writing.

If we fail to meet this standard, we will automatically credit £35 to your account. Payments will be made within 20 working days. If we fail to make a payment within this time, we will pay you a further £20.

We will restore the supply by the time stated in the notice.

If we fail to meet this standard, we will automatically credit £30 to your account and will further credit your account with £30 for every additional 12 hours that you remain without water. Payments will be made within 20 working days. If we fail to make a payment within this time, we will pay you a further £20.

After an emergency or unplanned interruption, we will restore supplies within 12 hours for most bursts or within 48 hours if it is a burst on a strategic main. We will give you an alternative supply within 12 hours for outages longer than 4 hours.

If we fail to meet this standard, we will automatically credit £30 to your account and a further £30 for every additional 12 hours that you remain without water. Payments will be made within 20 working days. If we fail to make a payment within this time, we will pay you a further £20.

It is sometimes difficult to know who has been affected by these interruptions. If you were affected and we have not credited your account, please contact us (details in the 'contact us' section of this document).

### **Water Pressure (GSS 5)**

If your water pressure falls substantially below normal, please let us know. We will first check whether this is due to an operational fault for example a burst main. If not, then we will carry out further checks with pressure loggers.

If we have identified a pressure level in the communication pipe below seven metres static head for at least one hour on two separate occasions within a 28-day period, you are automatically entitled to a £35 payment. This can only be made once in a 12-month period. It is sometimes difficult to know who has been affected by low pressure.

If you were affected and we have not credited your account, please call us within 3 months of the last of the two occasions of low pressure.

If significantly high water pressure causes any damage to your water fittings as a result of our negligence, we will pay for the cost of any repairs to these fittings.

### **Internal Sewer Flooding (GSS 6)**

If flooding from the public sewer affects your property internally, we will automatically pay you an amount equivalent to your annual sewerage charges for each internal flooding incident

or a minimum of £150, up to a maximum of £1000 per incident.

It is sometimes difficult to know who has been affected by sewer flooding. If you have been affected and we have not credited your account, please make a claim within 3 months of the incident.

You should have insurance to cover any damage caused by sewer flooding of your home. But, if such a flood occurs as a result of our negligence, we will also consider any additional expense, including uninsured losses. These claims can be made up to 12 months after the event.

### **External Sewer Flooding (GSS 7)**

If flooding from the public sewer materially affects your property externally, you may be entitled to claim a payment equal to 50 per cent of your annual sewerage charges for each incident from a minimum of £75, up to a maximum of £500.

Please note that you are not entitled to a payment for both internal and external sewer flooding for the same incident.

Payments will be made within 20 working days. If we fail to make a payment within this time, we will pay you a further £20.

Please call us to make a claim. You will not be entitled to a payment if the flooding is caused by one or more of the following:

- Exceptional weather
- Industrial action by our employees
- An action by you
- A defect, inadequacy or blockage in your drain or sewer.

## Other Standards

### Debt Recovery Action

If we have taken debt recovery action in error then:

- Where we have issued a County Court claim/judgement in error, we will withdraw the claim and write to you with confirmation.
- We will consider making a compensation payment which is proportionate to the level of loss or inconvenience caused to the customer as a result of our error.
- Where we have requested Credit Reference Agencies (CRA's) to publish a default for non-payment on a customer's credit file (or a payment status that indicates a customer is in arrears) and it is due to an error on our part, we will withdraw the record from the CRA's and write to you with confirmation.
- We will consider making a compensation payment where a customer has demonstrated in writing that they have been unfairly prejudiced as a result of the error and suffered financial loss.

Each case will be assessed by us and we will consider making a payment which is proportionate to the level of loss or inconvenience caused to the customer as a result of our error.

### Drinking Water Quality

If we believe there is a problem with the quality of your tap water due to our water supply system, we will provide you with appropriate advice on what to do and with an alternative water supply where we think necessary.

If you tell us you are unhappy with the taste or smell of your water, we will investigate. Please note that all of our tap water contains chlorine, which helps to keep the water safe to drink – it is therefore normal for your tap water to have a slight chlorine taste or smell.

If you report a water quality problem which we consider could have an impact on the safety of your water supply, we will visit you within 4 hours (if it is convenient with you); and arrange for an alternative supply, if necessary.

In this circumstance, if we take a sample of water for analysis at our laboratory, we will give you an explanation of the key results by phone within 48 hours if you request it, and confirm the key results in writing, within 10 working days, unless you ask us to let you know a different way.

Please note that this does not apply if we tell you the analysis will take more than 48 hours.

### Water Shortages

If we have to interrupt or cut off your supply as a result of a Drought Order, we will, except in exceptional circumstances, automatically pay you a payment that is equivalent to that offered by the upstream regional water company for the area. This is up to a maximum of the average household water bill from the previous year.

### Leakage

Our separate Leakage Code of Practice sets out our commitments regarding leakage and leakage allowances

# Claims, payments and other information

## Claims

If a customer is entitled to an automatic GSS payment and the company has not made the payment, the customer can claim the payment within three months of the incident.

## Payments

We will normally credit the customer's account rather than make a direct payment.

## Exceptional Circumstances

In certain exceptional circumstances it will be impractical for us to meet our guaranteed standard of service. In such cases you will not be entitled to a payment.

Examples of where circumstances may be considered exceptional:

- Exceptional or severe weather conditions;
- Industrial action;
- Third party action (including action by customers).

## Liability

Where a payment is made, it does not act as an admission of liability for any other purpose. Similarly, its acceptance by the customer, will not affect any other liability owed to them.

## Disputes

Any disputes arising in relation to the Guaranteed Standards Scheme may be referred to Ofwat for determination. Ofwat's decision is binding.



## Contacting us

### You can contact Leaf Water as follows:

By writing to:

Leaf Water  
Nexus Park  
Avenue East, Skyline 120  
Great Notley  
Braintree, Essex  
CM77 7AL

Or calling us on: 01376 312 420

e-mailing us on: [enquiries@leafwater.co.uk](mailto:enquiries@leafwater.co.uk)

looking at our website: [www.leafwater.co.uk](http://www.leafwater.co.uk)

### Our Office hours are:

#### General Queries & Billing:

Monday to Friday: 8.30am to 5.30pm

#### Water or Drainage Emergencies:

Available 24 hours a day, 7 days a week.

You can also access your account by registering on our customer portal ([www.leafwater.co.uk](http://www.leafwater.co.uk)) and where you can manage a number of aspects of your account including:

- Viewing your water bill
- Paying your water bill
- Submitting a water meter reading
- Registering for priority services



# Making a complaint

Whilst we aim to provide great customer service we recognise that sometimes things go wrong. If you are experiencing a problem or are unhappy with our service it is very important to us that your concerns are dealt with quickly and to your satisfaction.

## What is a complaint?

We consider any communication from a customer or potential customer in which dissatisfaction is expressed regarding any aspect of our service, a process, or a member of our team (employee or contractor) to be a complaint. This definition is intended to be broad and all encompassing.

## How we will handle your complaint

We will investigate your complaint thoroughly in order to establish:

- How your complaint occurred
- What is required to resolve your complaint and also stop it recurring
- Whether we have failed against our own standards of service and, therefore, whether a payment is due to you under the standards scheme.

We will respond to your complaint via your preferred communication method and we will provide full details of the outcome of our investigation and this will include:

- an apology where it is appropriate
- clarification of what went wrong
- An explanation of how we propose to make things right
- Information on how to escalate your complaint if you remain unhappy

## Our procedure

Our complaints resolution procedure has 4 stages as follows:

### *Stage 1: Initial complaint*

Please contact our customer service team at the earliest opportunity and we will try

and resolve the issue there and then. If the complaint is complex we may take a little longer to propose an outcome, however, we will keep you informed on our progress. We will assume you would like us to formally respond to your complaint unless you tell us you are now satisfied and this is not needed.

### *Stage 2: Escalation*

If you are not satisfied with the outcome of our initial investigation we will escalate your complaint to a senior manager or director to take a fresh look at the complaint.

### *Stage 3: Independent advice*

Should you remain unhappy with the outcome from stage 2 you can take your complaint to the Consumer Council for Water (CCW) who are the independent voice for water consumers and who will work on your behalf to resolve the complaint with us. CCW contact details can be found in section 11 below 'Independent Advice'.

### *Stage 4: Alternative dispute resolution*

If, following CCW's review of your case you remain dissatisfied with the outcome you may have the right to refer your case to WATRS who provide alternative dispute resolution services and who will make a final decision on your case. We will abide by any decision made by WATRS.

WATRS contact details can be found in the following section: 'Independent Advice'.

## **Our response times**

We will always aim to respond to complaints within 10 working days. If we fail to meet this timescale we will credit your water services account with a payment in accordance with our Guaranteed Standards Scheme (GSS). If we fail to credit your account with 10 working days you will be entitled to an additional penalty payment and this will be credited to your account.

# Independent advice

There are a number of bodies who can provide further information and independent advice if you need it. Here is how you contact them:

## **Department for Environment and Rural Affairs (Defra)**

You can contact Defra as follows:

By writing to:

Defra  
Customer Contact Unit  
Nobel House  
17 Smith Square  
London  
SW1P3JR

Or calling them on: 03459 33 55 77

Their website is: [www.defra.gov.uk](http://www.defra.gov.uk)

## **Ofwat**

The Office of Water Services (Ofwat) is the water industry regulator is based at the following address:

Case Management Office  
Centre City Tower  
7 Hill Street  
Birmingham  
B5 4UA

Further contact details are available on their website ([www.ofwat.gov.uk](http://www.ofwat.gov.uk)) along with details of their role.

## **Consumer Council for Water (CCW)**

You can contact CCW as follows:

By writing to:

CCW  
23 Stephenson Street  
Birmingham  
B2 4BH

Or calling them on: 0300 034 2222

Their website is: [www.ccwater.org.uk](http://www.ccwater.org.uk)

## **Drinking Water Inspectorate (DWI)**

You can contact DWI as follows:

By writing to them at:

Drinking Water Inspectorate  
9 Millbank  
c/o Nobel House  
17 Smith Square  
London  
SW1P3JR

Or calling them on: 0330 041 6501

Or e-mail: [dwi.enquiries@defra.gov.uk](mailto:dwi.enquiries@defra.gov.uk)

Their website is: [www.dwi.gov.uk](http://www.dwi.gov.uk) for further details of their role

## **Environment Agency (EA)**

You can contact the EA as follows:

By writing to:

Environment Agency  
Rio House  
Waterside Drive  
Aztec West  
Almondsbury  
Bristol  
BS32 4UD

Or calling them on the following numbers:

- General Enquiries: 03708 506 506
- Floodline: 0345 988 1188
- Incident Hotline: 0800 807 060

Their website is: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

And e-mail is: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

## Further Dispute Resolution Information

### *Dispute Resolution Ombudsman (DRO)*

If you remain dissatisfied following CCW's efforts to resolve your complaint, you have the right to refer your complaint to the Dispute Resolution Ombudsman.

The DRO is an independent, not-for-profit, and government-approved service that has been appointed by CCW. It has provided a range of services to its registered business and their customers for more than 30 years. The DRO is designed to provide an independent, impartial and easy to use alternative to going to court or tribunal.

We continue to align our approach with the requirements:

- To provide DRO assistance free of charge to customers;
- To support the principles set out in the Alternative Dispute Resolution (ADR) Specification
- To respect the independence of the DRO
- To be bound by the decision of the DRO's adjudicator if accepted by the customer and to implement the decision as required by the scheme rules
- To co-operate with and have due regard to the recommendations of the ADR panel
- To provide accurate and reliable information to, and co-operate with, the DRO adjudicators

You can make an application, free of charge, via the DRO website:

<https://www.disputeresolutionombudsman.org/> or you can ask for more

information from your CCW advisor.

Guidance is available on the DRO website.

You can contact the DRO as follows:

By writing to:

Dispute Resolution Ombudsman  
Premier House  
First Floor  
1-5 Argyle Way  
Stevenage  
SG1 2AD

Or calling them on: 0333 241 3209

E-mailing them on:

[info@disputeresolutionombudsman.org](mailto:info@disputeresolutionombudsman.org)

Looking on their website:

<https://www.disputeresolutionombudsman.org/>

### *Arbitration*

Under the Water Industry Act 1991, some disputes can be referred for arbitration.

We'll have to agree who will be the arbitrator, but if we can't agree, the President of the Institution of Civil Engineers, the Secretary of State for the Department of the Environment, Food and Rural Affairs (DEFRA) or Ofwat can appoint an arbitrator.

For further details or advice on arbitration you can find the following websites for Chartered Institute of Arbitration [ciarb.org](http://ciarb.org) or alternatively [adviceguide.org.uk](http://adviceguide.org.uk).

Those disputes, which can be referred to arbitration, are:

- Prevention of contamination – Any dispute about the Water Supply (Water Fittings) Regulations 1999, which is designed to prevent contamination of the water supply, can be referred to arbitration
- Water meters – Any dispute about the location of a water meter, which we require to be installed in your property
- Street works – any dispute under Schedule 12 of the Water Industry Act 1991 about compensation in respect of street works powers.

This means an independent person will be appointed and will make a decision on the dispute .

*Legal action*

The Water Industry Act also gives you the right, in certain circumstances, to take legal proceedings against us for any loss or damage caused to you by our failure to comply with our duties under the Act.

We recommend you discuss this with a solicitor in the first instance. If you would like to know more about your rights you can contact us, CCW or any of the other organisations identified earlier.

