

Wholesale Metered Terms and Conditions

2022-2023

STANDARD TERMS AND CONDITIONS FOR A METERED SUPPLY OF WATER

AT ALL TIMES THE METER REMAINS THE PROPERTY OF DŴR CYMRU WELSH WATER. IT IS YOUR RESPONSIBILITY TO ENSURE THAT IT IS KEPT IN A SAFE ENVIRONMENT AND THAT ACCESS IS ALLOWED TO WELSH WATER EMPLOYEES AND/OR THEIR REPRESENTATIVES SO THAT THEY CAN READ AND MAINTAIN THE METER.

Dŵr Cymru Welsh Water (hereinafter called 'the Company') will supply water by meter subject to the following terms and conditions:

1. The customer shall take the supply subject to The Water Supply (Water Fittings) Regulations 1999 made under the Water Industry Act 1999 currently in force or any regulations from time to time made by the Secretary of State under the Water industry Act 1991 or any statutory modification or re-enactment thereof for preventing the waste, undue consumption, misuse or contamination of water, and shall abide by, observe and comply with such byelaws and regulations.
2. For the purpose of ascertaining the quantity of water supplied, the Company will provide a meter of such size and description as it may prescribe and shall maintain and replace the same as it may consider necessary. The said meter or any substituted meter shall belong to the Company and shall not be removed or in any way disturbed or interfered with except by an official of the Company, except under Clause 12 below. Unauthorised tampering with a meter is an offence under S175 of the Water Industry Act 1991 and carries a fine on summary conviction.
3. If water escapes from an internal meter installation for whatever reason, the customer is responsible for any resulting damage. The customer is responsible for ensuring that any internal meter installation is protected from freezing whilst still allowing easy reading of the meter.
4. The record of the meter of the consumption of water shall be taken by an official of the Company (or, on occasions, with the agreement of the Company, by the customer) and form the basis of any charges to be levied in accordance with water consumed, together with any fixed charges prescribed by the Company in accordance with its published Scheme of Charges. Should any doubt arise on either side as to the correctness of the meter register of the water supplied, the Company may, and at the written request of the customer shall, remove and test the meter in accordance with the Water (Meters) Regulations 1988 and the Measuring Equipment (Cold-water Meter) Regulations 1988 and the Measuring Instruments (Cold-water Meters) Regulations 2006 or such other Regulations as may be made. Where a reduction of charges under S.147 of the Water Industry Act 1991 applies, the arrangements for measurement shall be determined by the Company.
5. The customer shall be responsible for all water after it has passed through the meter and shall pay therefore notwithstanding for any loss or leakage, waste or misuse. This responsibility shall not be relieved by any repairs to pipes and fittings which are the customer's responsibility to maintain being carried out by the Company or any other person. Consequently it is in the customer's own interest to read the meter at frequent and regular intervals in order that any unaccountable increase in consumption will not continue without investigation. (See the Company's Leakage Code of Practice and 'Your Water Meter').

The Company seeks to read meters at least once every 12 months. If it cannot read a meter the Company may ask the customer to provide a reading. In the absence of a reading the Company will estimate usage based on previous consumption. The next bill based on an actual meter reading will adjust the figures to the correct amount. If a customer is dissatisfied with an estimated bill, the customer may notify the Company of the actual reading and the Company will issue an amended bill. The customer is responsible for ensuring that any internal meter installation is protected from freezing whilst still allowing easy reading of the meter.

6. The Company reserves the right to require the customer to install a stop valve on the customer's part of the service pipe within his own land as near as is reasonably practical to the meter. It should be noted that the customer is responsible for the maintenance of all pipes and fittings (which term, by virtue of Clause 2 above, does not include the meter) on the customer's part of the service pipe irrespective of the position of the meter. The customer's part of the service pipe extends from the Company stop valve generally at the highway boundary into the customer's premises. The responsibility for some parts of the service pipe is sometimes shared with other customers.
7. The Company reserves the right to require the customer to install cold water storage facilities having a volume considered adequate by the Company in relation to the use of water at the site to be connected.
8. The supply of water may be interrupted or suspended for the purposes of carrying out any necessary works subject to any safeguards relating to prior notification under the Company's Service Guarantee.
9. Subject to the Company's Service Guarantee the Company shall not be responsible for any damage or loss that the customer may sustain or any accident to any of the customer's employees by reasons of any interruption or suspension of the supply or any excess or deficiency of pressure or any failure of any employees, works, machinery, pipes or apparatus of the Company, save that the Company does not exclude or restrict liability for death or personal injury caused by its negligence.

10. For household customers, whenever the customer has failed to pay the Company's charges, the Company's Code of Practice for the Collection of Unpaid Charges from Household Customers will be observed.
11. For Non household customers who have failed to pay the Company's charges, the supply of water may be discontinued and/or the service pipe disconnected in accordance with S.61 of the Water Industry Act 1991.
12. The supply of water may also be discontinued at the request of the customer in accordance with S.62 of the Water Industry Act 1991. Provided the customer has given notice to the Company under S.62 of the Water Industry Act 1991 for the supply of water to be disconnected. If the arrangements to supply water by meter are discontinued for any reason and the meter is within the curtilage of the customer's premises, the customer will be required at his/her expense to remove and to deliver the meter to the Company in good condition, unless the customer and the Company agree that the meter becomes the property and liability of the customer.
13. Any notice from the Company under these terms and conditions may be served by leaving it for the customer at the premises to be supplied or at the customer's last known address or place of business or (in the case of a company) at its registered office or by putting it into the general post addressed to the customer at such premises, and Shall be sufficiently authenticated if it bears or purports to bear, in print or otherwise, the signature of the Director or any other authorised officer of the Company.

Any notice from the customer to the Company shall be signed by or on behalf of the customer, and shall be sent to: Dŵr Cymru Welsh Water, P.O. Box 690, Cardiff, CF3 5WL by post or otherwise.

14. The Company will specify details of the meter location, type, size and installation arrangements, in accordance with S.47(2) and S.162 of the Water Industry Act 1991 subject to any overriding statutory regulations. If the meter is not located in the highway, and not on the customer's own premises, the customer must have a legal right of access thereto for the benefit of himself and the Company.