



An Coimisiún  
um Rialáil Fónas  
Commission for  
Regulation of Utilities



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Commission for Regulation of Utilities

# Irish Water Non-Domestic Customer Handbook

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# 1. Introduction

This document is written by the Commission for Regulation of Utilities ('CRU') as the economic regulator of Irish Water and provides guidelines to Irish Water in terms of required levels of customer service and customer protection measures to be implemented in its business operations. This document covers the required content of the Codes of Practice and Terms and Conditions of Supply for non-domestic Customers.

To clarify, unless otherwise stated, and for the purposes of this Handbook, a Customer is defined as the occupier of the premises in respect of which water and/or wastewater services are provided. However, there may be instances whereby another party other than the Customer sets up an account with Irish Water and pays for the services on behalf of the Customer. Such circumstances may arise for example where a landlord pays water charges on behalf of its non-domestic tenants. In these circumstances, the paying party shall be deemed to be the Customer for the purposes of billing and disconnections.

To further clarify, this Handbook applies to Customers in respect of a non-domestic premises and mixed-use premises<sup>1</sup>.

Under legislation Irish Water is required to prepare and submit under Section 32 of the Water Services (No.2) Act its Codes of Practice in line with this document for approval by the CRU. The Commission may direct Irish Water to comply with an approved Code of Practice or a provision of a Code of Practice.

## 1.1 Implementation Date

This document updates the previous version of the Non-Domestic Customer Handbook (CRU/18/041) in several areas to reflect legislative changes, general updates and new requirements placed on Irish Water. The CRU recognises that Irish Water will some time to implement the different Non-Domestic Customer Handbook requirements.

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<sup>1</sup> Please see Irish Water's Water Charges Plan for further details.

The CRU has decided that Irish Water must implement all decisions that the CRU has made in the Handbook within 12 months from the date of publication of this decision. That is, all the requirements of this document must be implemented by 13<sup>th</sup> October 2021. Such amendments include the following:

- Obligations which are new and require IT system changes.
- Obligations which are new but do not require IT system changes.
- Obligations relating to policy decisions which are already in place.

## 1.2 Overarching Principles

These principles provide guidance to how Irish Water should interact with Customers whether directly or indirectly. These principles do not relate specifically to any Code of Practice but rather have a general application to all facets of the Customer-utility relationship.

The CRU regards the application of these principles as being appropriate where the obligations of the Non-Domestic Customer Handbook are not sufficient to address a specific situation/aspect of the Customer-utility relationship.

The overarching principles are as follows:

1. Irish Water and its representatives shall treat Customers in a fair, honest, transparent, appropriate, reasonable and professional manner.
2. Irish Water shall ensure consistency, accuracy, clarity and transparency of information across all means of written and oral communications with Customers. This includes, but is not limited to, definitions, terms, words used in bills, statements, Terms and Conditions of Supply and charging documents.

## 1.3 General Obligations

The general obligations on Irish Water in relation to Customer service are outlined below. Each Code of Practice should clearly specify its objectives and the target groups it is intended to reach.

- 1.3.1** Each Code of Practice should clearly specify its objectives and the target groups it is intended to reach.

- 1.3.2** Each Code must be written in plain English and be set out in a way that is easy to understand.
- 1.3.3** Irish Water is required to prepare separate documents with regard to non-domestic Customers in relation to Terms and Conditions of Supply and each Code of Practice.
- 1.3.4** Irish Water is required to apply the principles of Universal Design subject to CRU approval, when implementing the requirements of and developing the services referred to in the Codes of Practice, Terms and Conditions of Supply and in all associated communications with Customers.
- 1.3.5** Irish Water is required to ensure all Customer communication material, Codes of Practice documents and Terms and Conditions of Supply are available in appropriate formats for Customers and potential Customers.
- 1.3.6** Copies of the Codes of Practice and standard Terms and Conditions of Supply must be published on Irish Water's website in an easily accessible and visible location.
- 1.3.7** Irish Water will be obliged to operate in line with any other existing legislation which covers its business.
- 1.3.8** Irish Water is required to train its staff and/or agents appropriately with respect to its Terms and Conditions of Supply and Codes of Practice requirements.
- 1.3.9** Irish Water must implement business processes, which allow them to monitor the implementation of the Codes of Practice and report to the CRU on a regular basis. The CRU may seek to review or audit these business processes and monitoring procedures as part of its remit as the economic regulator of Irish Water.
- 1.3.10** The requirements in relation to these Codes of Practice do not apply in cases where fraudulent or illegal activity on the part of the Customer in relation to their Irish Water account and water or wastewater service supply infrastructure has been demonstrated to have taken place.

## 2.Key Documents

### 2.1 Documents requiring preparation by Irish Water

Irish Water is required to prepare the following key documents to outline its Customer service standards. These are outlined in the table below to reflect, at a minimum, the requirements set out in this Handbook.

<b>Irish Water Non-Domestic Customer Handbook</b>
<b>1. Codes of Practice</b>
• Customer Communication
• Metering
• Billing
• Disconnection
• Network Operations
• Complaint Handling
<b>2. Terms and Conditions of Supply</b>

Irish Water will also be required to prepare Terms and Conditions of Supply for non-domestic Customers to reflect, at a minimum, the requirements set out in section 11 of this Handbook.

Irish Water should note that nothing in the Codes of Practice is intended to, or should be deemed to, constitute an exemption from its legal obligations to comply with any and all relevant legislation, statute, statutory instrument, regulation or order (or provision thereof) or any subordinate legislation.

## **3. Codes of Practice Approval Process**

### **3.1 Outline of approval of key documents**

- 3.1.1** Irish Water is required to submit Codes of Practice listed in Section 2.1 to the CRU as required, for review and approval in advance of publication.
- 3.1.2** The CRU may approve or refuse approval of the Codes of Practice submitted.
- 3.1.3** Once approved, the Codes of Practice shall be published and made easily accessible on Irish Water's website.
- 3.1.4** Any changes to the approved Codes of Practice must be further approved by the CRU in advance of publication.
- 3.1.5** If any of Irish Water's proposed Codes of Practice are not approved, then guidelines as issued in the CRU's decision on the Codes of Practice Customer Handbook requirements will apply.



## **4. Codes of Practice Requirements for Non-Domestic Customers**

The following Codes of Practice apply to non-domestic Customers; however, where a non-domestic Customer has entered into an individual contract or agreement for water and/or wastewater services, and those terms conflict with the obligations set out below in the Non-Domestic Codes of Practice, the terms of the individual agreement/contract will supersede the Non-Domestic Codes of Practice obligations.

## 5. Code of Practice on Customer Communication for Non-Domestic Customers

The use of the word Customer in the Code of Practice on Customer Communication refers to existing and potential Customers.

Irish Water will ensure that in all of its communication with Customers and in all communication formats Plain English is used and the principles of Universal Design will be applied.

Irish Water shall supply a report to the CRU on how Universal Design has been implemented within its Customer communication material and processes. This report shall be provided by Irish Water as directed by the CRU.

### 5.1 Requirements in Providing Information to Customers

- 5.1.1 Irish Water must adopt a transparent and fair approach to the communication of its services to Customers.
- 5.1.2 Irish Water must take all reasonable steps to ensure all Customer communications are easy to understand and accurate.
- 5.1.3 Irish Water must make available on its website, a range of communication channels through which Customers can contact Irish Water.
- 5.1.4 Irish Water must make water conservation information available and inform Customers as to where they will find it.
- 5.1.5 Irish Water will provide through a range of communication channels detail of;
  - a. Pipework responsibility and ownership with diagrammatic representation.
  - b. Details of the process a Customer should follow if they notice a leak or an issue with pipework on their premises or outside their premises.
  - c. Broad guidance on group water schemes and distinction between Irish Water supplied services and group water scheme services.

- d. The process a Customer must follow to request a new connection to the water and/or wastewater network and relevant application forms.
- e. How to access information on a schedule of connection charges and a clear and transparent connection charging methodology, with worked examples of the typical Irish Water connection costs for non-domestic Customers.
- f. How to access information on the process a Customer must follow to request information on existing water and/or wastewater networks, including any associated charges for the use or connection to such networks.
- g. Contact details for new connections/connection queries at Irish Water.
- h. Billing details such as sample of bills, charges details, charging methodologies and explanations of terms used.
- i. Payment methods and arrears handling.
- j. Guidance to Irish Water Customers with regard to disposal of substances not permitted through wastewater systems.
- k. Contact details for emergencies or pipeline faults.
- l. How a Customer can make a complaint.

## **5.2 Customer communication during supply interruptions and poor-quality supply periods**

For the purpose of this Code, a supply interruption is any incident related to Irish Water activities or assets that causes a Customer's supply to be significantly impacted. This may include a complete interruption of supply or a significant drop in pressure at the Customer's premises.

### **Planned Interruptions**

- 5.2.1** Irish Water shall ensure regular up-to-date information on the planned timing of the interruption is available in advance of and during planned interruption to normal supply, and on the anticipated time of

restoration of supply for Customers that Irish Water anticipates will be affected during the planned interruption.

- 5.2.2** Customers that Irish Water anticipates will be affected during a planned interruption shall be notified at least two working days in advance of the event.
- 5.2.3** Notification of a planned interruption may be through direct communication with the Customer or through a range of appropriate communication channels and information shall be made available to Customers through telephone helplines.

### **Unplanned Interruptions**

- 5.2.4** Irish Water shall ensure regular up-to-date information is available to Customers understood by Irish Water to be affected by an unplanned interruption to their water supply, the likely duration of the unplanned interruption and the estimated time of restoration of supply.
- 5.2.5** In an event of an unplanned interruption, Irish Water will publish information on the issue as soon as possible but no later than two hours after Irish Water becomes aware of the interruption via relevant communication channels and information shall be made available to Customers through telephone helplines.
- 5.2.6** Where the unplanned interruption is caused by an extreme or severe weather event, Irish Water will publish information on the issue as soon as possible but no later than five hours after Irish Water becomes aware of the interruption. The information will be made available to Customers via relevant communication channels and through telephone helplines.

### **Water Unfit for Human Consumption**

- 5.2.7** In instances where notices that declare water unfit for human consumption are implemented, Irish Water shall make provision to communicate with all anticipated affected Customers through appropriate communication channels to;
  - a.** inform them it is not safe to drink the water and inform the Customer of any precautionary measures that should be taken,
  - b.** explain the reason for the notice,

- c. highlight the anticipated duration of the notice and
- d. provide regular updates on progress to rectify the issue causing substandard supply.

**5.2.8** Updated information on the notice duration shall be regularly publicised through social media, Customer emails, regularly updated website information and local broadcasts, and shall be made available to Customers through telephone helplines.

### **Alternative Supply Arrangements**

**5.2.9** In instances where (for public health and safety reasons, or other emergency reasons) Customers are provided with alternative supply arrangements, Irish Water must communicate with all anticipated affected Customers through a range of communication channels to;

- a. inform them it is not safe to drink the water and explain the reason why,
- b. inform the Customer of any other precautionary measures that should be taken,
- c. inform them where Irish Water will locate and facilitate alternative water supplies,
- d. highlight the anticipated duration of the alternative supply and
- e. provide regular updates on progress to rectify the issue causing substandard supply.

**5.2.10** Updated information on alternative water supply duration shall be regularly publicised through appropriate communication channels specific to the scale and circumstances of the supply interruption, for example: social media, Customer emails, regularly updated website information and local broadcasts. Information must also be made available to Customers through telephone helplines.

## **5.3 Customer communication through printed material**

**5.3.1** Irish Water shall make available relevant printed material upon a request (by phone, email or in writing) from a Customer.

## 5.4 Customer communication by telephone

- 5.4.1 A Customer shall have the opportunity to speak to an Irish Water staff member or agent working on its behalf to find out further information about water and/or wastewater service supply, connection policy, metering, billing and any other relevant area.
- 5.4.2 Telephone contact details shall be made easily visible on Irish Water's website, bills and in print media.
- 5.4.3 Irish Water shall make provision to have sufficient staff trained and available to deal with such contact from Customers.

## 5.5 Customer Contact in Person

- 5.5.1 If Irish Water, an Irish Water representative or a contractor working on Irish Water's behalf engages in direct communication or has a need to visit in person for maintenance, account management or operational reasons at a Customer's premises (with or without a prearranged appointment) or by personal contact, the representative must:
  - a. produce an identity card that shows their full name and photograph and the name, business address and contact number of Irish Water. Where Local Authority staff are working on behalf of Irish Water, they are obliged to produce an identity card that shows their full name and photograph as well as the Local Authorities name, business address and contact number; and
  - b. advise the Customer of the purpose of the visit.

## 5.6 Customer Contact by e-mail

- 5.6.1 Irish Water may send electronic mail for direct communication purposes. Where Irish Water engages in direct communication via e-mail to Customers, Irish Water must provide the following information to Customers:
  - a. Irish Water's name and address; and
  - b. Irish Water's e-mail address or other means of electronic contact; or

- c. Irish Water's contact number.

## 5.7 Customer Contact by SMS

- 5.7.1 Where Irish Water engages in direct communication via SMS to Customers, Irish Water must identify itself by providing its name.

## 5.8 New Customer

- 5.8.1 In addition to the requirements set out above, Irish Water must set out in its Code of Practice clear rules around setting up a new Customer account.
- 5.8.2 When setting up a new Customer account Irish Water must:
  - a. Where a joint account is to be opened, Irish Water should confirm with any other named person on the account that they wish to be named as soon as possible after the initial account opening.
  - b. Provide a simple method for Customers to add a third-party contact to their account.
  - c. Clearly explain how the Customer will be billed, including billing frequency.
  - d. Explain how the Customer can make payment against the bill and any budgeting options available.
  - e. Direct the Customer as to where they will find water conservation information on the Irish Water website.
  - f. Direct the Customer as to where they will find a copy of Irish Water's Terms and Conditions of supply of water and wastewater services contract and the rates that apply to the service(s) that they are signing up to. In addition, if a Customer requests, Irish Water must provide a copy of these documents in writing (via post or email) which must highlight and explain key terms.

## 6. Code of Practice on Metering for Non-Domestic Customers

Irish Water will set out in its Code of Practice on Metering the procedures it will follow in relation to installation of new meters, testing for suspected faulty meters and the maintenance or repair/replacement of meters that may malfunction.

### 6.1 Installation of new meters

- 6.1.1** Irish Water will give at least two working days notification with meter installation information to a Customer in advance of the meter installation date.
- 6.1.2** Installation of water meters by Irish Water will be undertaken in as least disruptive and as professional a manner as possible to the premises and the surrounding area.
- 6.1.3** Irish Water shall, in line with relevant legislation, ensure that water meters are installed in accessible locations, where feasible, and that the meter can, where required, be read by the Customer.
- 6.1.4** Irish Water will to the extent reasonably practicable remedy any damage to a premises which has occurred as a direct result of its employees' or agents' activities during meter installation free of charge to the Customer. Remedy of damage to a premises during meter installation shall be processed through the normal complaint handling procedures and standards (if not otherwise agreed between Irish Water and the Customer).
- 6.1.5** An unmetered Customer can request Irish Water to fit a meter at its premises. Irish Water will check if a meter can be installed at the premises. Irish Water will endeavour to complete checks and reply to the Customer within three weeks of the date of the Customer's request. If a meter can be fitted, this will be completed within a further four weeks subject to constraints outside the control of Irish Water.



## **6.2 Meter ownership and meter access post installation**

- 6.2.1** Irish Water will make it clear to Customers where Irish Water has the authority to read the meters.
- 6.2.2** Irish Water will be responsible for all operation and maintenance tasks on metering equipment installed by Irish Water or previously by a Local Authority.
- 6.2.3** The Customer may if they so wish, open the meter box to read the meter or to isolate their water supply from the stop valve. Irish Water will be obliged to provide information to the Customer on how to access the meter wherever possible but will not permit a Customer to remove any Irish Water apparatus from the Meter Box.
- 6.2.4** If a Customer has difficulty locating a meter, Irish Water shall engage and work with the Customer to help identify the location of the meter. If the meter cannot be found, Irish Water must install a new meter free of charge within four weeks subject to constraints outside the control of Irish Water.

## **6.3 Meter testing**

- 6.3.1** Irish Water will facilitate testing of water meters or conduct an appropriate alternative assessment upon request from a Customer. Irish Water will conduct the test or appropriate alternative assessment within a reasonable timeframe.
- 6.3.2** Irish Water may impose an additional, up-front, cost-reflective, regulated charge on the Customer for this service, as approved by the CRU and must notify the Customer of this charge in advance to allow a Customer to decide whether to proceed with the testing. The cost of this service will be set out in the approved Water Charges Plan.
- 6.3.3** If the meter is found to be faulty (excluding damage caused by the Customer) then Irish Water shall be obliged to refund the cost of the meter inspection and testing to the Customer and repair or replace said meter at no cost to the Customer.

## 7. Code of Practice on Billing for Non-Domestic Customers

The guideline requirements within this Code of Practice apply to Irish Water's non-domestic Customers. This Code of Practice sets out the minimum Customer service standards Irish Water must offer to its non-domestic Customers in relation to billing.

### 7.1 General Customer service in relation to billing

- 7.1.1** Irish Water will ensure that the charging of Customers is:
- a. In line with legislation;
  - b. Equitable across Customers; and
  - c. Clear and easy to understand.
- 7.1.2** Irish Water must ensure that all bills, scheduled or otherwise, are calculated accurately based on one of the following:
- a. Actual meter readings conducted by Irish Water employees or its agents.
  - b. Customer meter readings.
  - c. Assumed or calculated charges (where water meters are not yet installed or cannot be installed for technical reasons).
  - d. Estimated readings - where Irish Water has not been able to visit and/or read a meter, an estimated bill can be issued based on historic or assessed consumption volumes for the Customer's premises.
- 7.1.3** Irish Water must ensure that all relevant charges, discounts and allowances are calculated and applied accurately to a Customer's bill.
- 7.1.4** If a Customer receives an estimated bill, the Customer may provide Irish Water with a Customer meter read within seven days of the bill issue date and Irish Water will, upon request from the Customer, re-issue the bill within 10 days of receiving the Customer's meter read.

- 7.1.5** For metered Customers Irish Water will endeavour to ensure at least one bill in any 12-month period is based on a meter read.
- 7.1.6** Irish Water will endeavour to issue scheduled bills to Customers within a reasonable time frame after the completion of scheduled meter reads for the billing period involved.
- 7.1.7** There are exceptions to Handbook requirement 7.1.6 where:
- a.** the Customer has agreed otherwise with Irish Water; or
  - b.** the meter reading data appears erroneous.
- 7.1.8** Every effort should be made for a prompt revised bill from Irish Water in the event of a meter reading affecting the outcome of a payment plan agreement or proposed disconnection.
- 7.1.9** Should Irish Water require a security deposit from a Customer, the deposit will be fair, transparent and reasonable in terms of the amount requested from the Customer. Irish Water must not unfairly discriminate between Customers. In addition, Irish Water will also inform the Customer of the conditions under which the deposit will be refunded.
- 7.1.10** Where Irish Water becomes aware of an unexpected delay in billing a Customer that will exceed one full billing period Irish Water will contact the Customer where reasonably practicable to notify the Customer of the late billing.
- 7.1.11** Where Irish Water offers electronic billing to Customers, the Customer must opt into this type of billing format in order to receive this service.
- 7.1.12** Where a Customer wishes to switch back to paper billing, this will be facilitated through a simple process.
- 7.1.13** Where an error is discovered in relation to the billing applied to a Customer or the meter readings or meter number associated with a Customer, Irish Water will determine whether the Customer has been in effect over or under paying for the water and/or wastewater services supplied. Where the Customer has been determined to have been underpaying and has previously paid bills in a timely manner, the Customer will only be required to pay the balance for the previous 12-months from the date the error is corrected.

Where the Customer has been in effect overpaying and unless any law limits, restricts or prevents Irish Water from doing so, Irish Water will refund in full any amount overpaid by the Customer as established by investigation.

- 7.1.14** A significant increase in a Customer's metered consumption may indicate leakage on the Customer's pipes. If Irish Water finds that a meter reading shows an unusual and significant increase, Irish Water will alert the Customer to this via an appropriate communication channel. It is the Customer's responsibility to check for and repair leaks on the Customer's pipes.

## **7.2 Determining Charging Liability**

- 7.2.1** In advance of each tariff year, Irish Water shall inform each Customer of the Annual Quantity<sup>2</sup> ('AQ') and corresponding tariff class for the Customer's connection(s) for the coming tariff year.
- 7.2.2** Irish Water shall make available for both its existing and potential Customers the rules for how Irish Water determines a connection's Annual Quantity ('AQ') and how this can be appealed by the Customer.
- 7.2.3** Where a revised Annual Quantity ('AQ') has been issued for a Customer's connection that will have a material effect on the connection's tariff class or charges, Irish Water will:
- notify the Customer of the material impact, including a forecasted annual bill at the new tariff class; and
  - provide a reasonable timeframe to allow the Customer to appeal the connection's revised Annual Quantity ('AQ') figure with Irish Water.
- 7.2.4** Irish Water will inform Customers every year that they have the right to challenge their Annual Quantity ('AQ') and assigned tariff class.

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<sup>2</sup> A connection's Annual Quantity ('AQ') is the volume of water used (or wastewater discharged for wastewater only connections). A connection's AQ determines the tariff class that the connection is assigned to for the next tariff year.

Irish Water must provide a reasonable timeframe for Customers to submit a challenge.

- 7.2.5** Irish Water must inform connections that are moving to a lower tariff class and facing a higher annual bill as a result, that they have the right to request to stay on the tariff rates of their old tariff class.
- 7.2.6** Where a Customer is requesting to change the categorisation of a premises from a non-domestic premises to a domestic premises or a mixed-use premises, or vice versa, for the purposes of determining charging liability<sup>3</sup>, the Customer must contact Irish Water and apply through the Irish Water process, and such an application will be subject to Irish Water's approval.
- 7.2.7** Where Irish Water is proposing to change the number of domestic allowances<sup>4</sup> applied to a premises that is classified as mixed-use and/or the categorisation of a premises (that is, a domestic, non-domestic or a mixed-use<sup>5</sup> premises) that impacts the charges and/or domestic allowances applied to that premises, Irish Water must provide advance notice of, and explain this change to the Customer and the resulting change to the charges and/or domestic allowances.
- 7.2.8** A Customer may submit an application to Irish Water, under Section 22.9 of the Water Services (No.2) Act, to avail of a variation to the assumption that the volume of wastewater discharged from a premises is deemed to be equal the volume of water supplied to that premises and such an application will be subject to Irish Water's approval.
- 7.2.9** Where a Customer is requesting a leak allowance, they must contact Irish Water and apply through the Irish Water process, and such an application will be subject to Irish Water's approval.
- 7.2.10** When engaging with Customers in relation to the above, Irish Water shall, where relevant:

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<sup>3</sup> Please see the approved Irish Water's Water Charges Plan for more information.

<sup>4</sup> Please see the approved Irish Water's Water Charges Plan for more information.

<sup>5</sup> Please see the approved Irish Water's Water Charges Plan for more information.

- a. Assess and treat all Customers in a fair and equal manner with no undue discrimination between Customers;
- b. Provide all Customers with all the required details (submission requirements, criteria etc.) necessary to make an application;
- c. Process applications and appeals in a reasonable timeframe;
- d. Inform Customers of Irish Water's decision in writing and set out the reasons for same;
- e. Shall notify Customers with at least 30 days' notice of any Irish Water proposed changes to the AQ for a connection, number of domestic allowances applied to the premises or categorisation of the premises in advance of a change taking effect; and
- f. Allow sufficient time for a Customer to dispute Irish Water's decision or proposed change.

### **7.3 Information on the bill**

The bill must be clear, simple and easy to understand for Customers. Irish Water must ensure that the information provided to Customers on their bill is complete, accurate, transparent and not misleading.

**7.3.1** The following information must be placed on the front page of the bill in a manner that allows the Customer to find it easily:

- a. Account number and Customer's name
- b. Customer's address
- c. Summary of charges
- d. Billing period covered
- e. Water Point Reference Number

Other information required on the bill:

- f. Irish Water's emergency reporting contact number;
- g. Irish Water general enquiries contact number and contact email and contact details for Customer queries;

- h.** How Customers can register a complaint with Irish Water;
- i.** Premises/supply address if different from Customer's address;
- j.** Water meter number;
- k.** Customer tariff category;
- l.** Bill frequency;
- m.** Meter readings, upon which the bill is based including an indication as to whether the readings are either i) an actual reading by Irish Water; ii) an estimate or iii) a reading submitted by a Customer;
- n.** Clear breakdown of tariff charges, water consumption and/or wastewater/trade effluent release unit data; including any applicable discounts, rebates, allowances or penalties;
- o.** Clear breakdown of any separate connection works, connection repair, meter testing etc. where these are being applied to the Customer as separate charges;
- p.** Information as to how Customers can access their historical Irish Water bills for the previous 12 months (where data is available). The bills will contain, where relevant, consumption volumes, wastewater discharge volumes, the unit price and standing charge for services provided, and any discounts/allowances provided. This Information shall be made available to the Customer through an online system and made available to Customers who enquire about their historical bills by telephone;
- q.** A list of payment options;
- r.** The date upon which payment is due (where applicable).

## **7.4 Presentation of Information on Non-Domestic Charges**

- 7.4.1** Regarding the presentation of information on non-domestic charges, and where relevant, Irish Water must:
  - a.** Display all available standard charges on its website, including

information about trade effluent charges and charging arrangements.

- b.** Display on its website explanatory information on applicable tariff discounts, allowances and processes that relate to or impact a Customer's charges, bill or annual volume consumed/discharged.
- c.** Ensure Customers who enquire about charges by telephone are given detail on all applicable charges.
- d.** Should the customer request information on their water supply zone, Irish Water must provide it.

## **7.5 Payment Options**

- 7.5.1** Irish Water must provide a choice of payment methods which will be clearly communicated to the Customer by Irish Water in its billing process.
- 7.5.2** Where a Customer is paying by direct debit then the Customer must be in line with the Single European Payment Area (SEPA) standards for notification of direct debits.

## **7.6 Communication of Charges to Customers**

- 7.6.1** Irish Water will notify each Customer of the charges applicable to that Customer.
- 7.6.2** Where there is a change in charges, this will be clearly indicated on the bill and the method of application will be explained on the bill or in an accompanying insert (this may be an electronic notice where a Customer has chosen this method of billing).
- 7.6.3** Where Irish Water uses a method of prorating bills at a tariff change, this will be indicated on the bill and the methodology explained on the bill or in an accompanying insert (this may be an electronic notice where a Customer has chosen this method of billing).
- 7.6.4** Irish Water shall notify all Customers of upcoming changes to their charges with at least 30 days' notice in advance of any change to charges taking effect.
- 7.6.5** Irish Water shall keep Customers informed through appropriate communication channels of upcoming changes to a Customer's tariff



classification, annual quantity, categorisation of premises (that is, a domestic, non-domestic or a mixed-use<sup>6</sup> premises), allowances and any other item that affect their bills. Irish Water must inform Customers as to when new charges and charging basis will apply to their bills.

## 7.7 Closing Account & Issuing Final Bill

- 7.7.1** The Billing Code should set out clearly Irish Water's requirements for closing accounts. This should include the steps the Customer must take in order to close their account and any liability they may have in the event that they do not close their account correctly.
- 7.7.2** Irish Water may not keep a Customer's account open because the Customer has been unable to provide the details of the new Customer at the relevant premises.
- 7.7.3** Irish Water will, upon request from a Customer to close an account, offer the Customer the following closing read options:
- a.** an estimated read generated by Irish Water at no charge to the Customer;
  - b.** the Customer can provide a self-read; or
  - c.** Irish Water can take a closing meter read for which a cost reflective charge may apply.
- 7.7.4** Irish Water will endeavour to conduct a closing meter read within 10 working days of the request from the Customer, subject to operational capacity.
- 7.7.5** Irish Water may not keep a Customer's account open and bill the Customer indefinitely for continued consumption where the Customer has made contact to close their account and has accepted one of the closing read options outlined in requirement 7.7.3.

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<sup>6</sup> Please see the approved Irish Water's Water Charges Plan for more information.

- 7.7.6** If none of the closing read options outlined in requirement 7.7.3 have been accepted by the Customer, Irish Water shall put in place a process for addressing this. This process shall include engaging with the Customer until a satisfactory outcome is reached before closing the account.
- 7.7.7** Irish Water may not keep a Customer's account open, apart from when there is a requirement to collect an outstanding balance or to collect a closing read and in this case Irish Water must ensure this account is not linked to the premises where a new occupier or Customer has been registered at the premises.
- 7.7.8** Where a Customer has closed their account, the final closing bill will be issued no later than six weeks from the date the Customer contacts Irish Water to close their account.

## **7.8 Arrears & Arrangements for identifying and dealing with Customers in Financial difficulty**

- 7.8.1** Irish Water is required to include in its Code of Practice a section outlining Irish Water's procedures for dealing with Customers having difficulty paying their bills and the options available for these Customers.
- 7.8.2** Irish Water shall be proactive in engaging early with Customers who are having payment difficulties to establish appropriate payment plans.
- 7.8.3** Irish Water will advise Customers to contact them at an early stage if they are having difficulty making payment on their bill.
- 7.8.4** Irish Water must direct Customers to a copy of its Code of Practice on Billing at an early stage during the follow-up action for non-payment of an account or for failure to keep to an agreed payment arrangement.

## 7.9 Payment Plans

- 7.9.1** A payment plan, whereby a staged repayment of the account arrears is agreed between the Customer and Irish Water, is a method of assisting Customers who are experiencing financial difficulties in paying their bills. Irish Water is required to assist such Customers in making a payment plan.
- 7.9.2** Irish Water must take account of the individual Customer's ability to pay when agreeing any repayment arrangement and confirm with the Customer that arrangements are manageable.
- 7.9.3** Where a payment plan has been entered into with the Customer, details of the payment plan, including a clear explanation of the new payment arrangement and any associated terms, must be clearly communicated to the Customer through an appropriate communication channel(s) requested by the Customer. Irish Water must keep appropriate records on file to demonstrate direct engagement with the Customer.

## 7.10 Dealing with premises with no named Customer

- 7.10.1** Irish Water's Code of Practice on Billing should include a separate section setting out clearly its process for handling premises where there is no named Customer, and clearly identify liability for water/wastewater charges as regards the owner or occupier of such premises.
- 7.10.2** Where it arises that a premises has had a Customer close an account and no new Customer has set up an account with Irish Water at that premises, Irish Water must clearly identify the appropriate party to which liability for water/wastewater charges is transferred.
- 7.10.3** Where Irish Water is supplying a premises and the existing Customer has closed their account, Irish Water must issue a notice, in writing by letter, to inform the appropriate party that they are now liable for water/wastewater charges, until such time as a new occupier set up an account with Irish Water.
- 7.10.4** Where applicable, Irish Water will work with third parties in identifying ownership of premises receiving Irish Water services (water supply

and/or wastewater services) where a premises is believed to be rented to tenants and arrears have occurred.

**7.10.5** Irish Water will make all reasonable attempts to contact the party ultimately liable for water/wastewater charges where there is no Customer registered on Irish Water's systems.

**7.10.6** Where Irish Water intends to disconnect a premises with no named Customer, Irish Water must issue at least one direct notice, in writing by letter to the occupier of the premises at least five working days in advance of disconnecting the premises. The notice should set out that a cost may apply due to the disconnection or reconnection of the premises and should refer the occupier to where more information on the cost that may apply can be found.

## **7.11 Monitoring of billing issues and reporting to CRU**

**7.11.1** Irish Water shall monitor and collate data on, but not limited to, Customers who are in arrears, are on payment plans or have been disconnected. Irish Water shall be required to report data to the CRU, as directed.

**7.11.2** The CRU will use this information to inform its Customer protection activity and economic regulation of Irish Water. The CRU may also, from time to time, amend the specific reporting requirements that must be provided by Irish Water.

## **8. Code of Practice on Disconnection for Non-Domestic Customers**

### **8.1 Introduction to Disconnection Code of Practice**

- 8.1.1** The guideline requirements in this Code of Practice apply to Irish Water's non-domestic customers. This Code of Practice sets out the minimum Customer service standards Irish Water must provide to its non-domestic Customers in relation to disconnection.
- 8.1.2** Irish Water must operate its business to ensure that water supply is disconnected only as a measure of last resort when all other methods of arrears repayment have been exhausted.

### **8.2 Instances where Irish Water can initiate disconnection of supply to a non-domestic premises**

- 8.2.1** Irish Water must specify instances in its Code of Practice which may lead to the disconnection or reduction in pressure of water supply which may include:
  - a.** Failure to pay a bill relating to the supply of water/wastewater services.
  - b.** Upon request of the Customer. Irish Water should clarify that the person making the request is the Customer, or has the permission of the Customer to disconnect the water supply;
  - c.** No registered Customer at the premises has been established after attempts to determine occupancy /ownership;
  - d.** Where the Customer has entered into a payment plan and that Customer fails to honour that plan;
  - e.** Failure to pay a bill relating to the supply of water/wastewater services by a non-domestic Customer who also has a shared supply with another non-domestic Customer who has also failed to

pay their water/wastewater bill to Irish Water in respect of their premises.

- f. Any other criteria for disconnection that is in line with the CRU approved Disconnection Policy.

## 8.3 Instances where Irish Water cannot initiate disconnection of supply to a non-domestic premises

- 8.3.1** Irish Water will set out in its Code of Practice situations where disconnection or reduction in pressure of a non-domestic account in arrears will **not** be initiated by Irish Water and must include as a minimum the following circumstances:
- a. Where the non-domestic Customer has a known shared supply with another non-domestic Customer and disconnection or reduction in pressure of the non-domestic Customer would also disconnect supply or reduce pressure to another non-domestic Customer who is paying their water/wastewater bill to Irish Water in respect of their premises;
  - b. Where the non-domestic Customer has a known shared supply with a domestic or mixed-use Customer and disconnection or reduction in pressure of the non-domestic Customer would also disconnect supply or reduce pressure to a domestic or mixed-use Customer;
  - c. Where a Customer has entered into a payment plan and is honouring that arrangement, as well as paying all water services bills issued after the payment plan has been agreed between Irish Water and the Customer;
  - d. Where a Customer is pursuing a complaint and the complaint is related to the reason for Irish Water initiating disconnection. Irish Water may not initiate a disconnection in relation to the disputed amount until the appropriate complaint process has been exhausted;
  - e. In the event that a Customer is disputing a bill this clause only applies to the disputed bill and not any previous or subsequent bills which must be paid as normal;

- f. For failure to pay a bill which is not related to the supply of water or wastewater services; for example, site works charges or Section 16 licensing;
- g. For failure to pay a bill relating to the supply of water/wastewater services based on an estimate meter read unless it is fair and reasonable in the circumstances<sup>7</sup>, (for example, access to read a meter is refused).

## 8.4 Process for disconnection due to non-payment

Irish Water must put in place an escalation process which will be followed in advance of disconnecting a Customer due to non-payment of their account. This process will include contacting and notifying the Customer that they are in arrears (in writing and other formats) and providing information on arrears payment options the Customer may be able to use to avoid disconnection.

- 8.4.1** Where appropriate, if a Customer wishes to nominate a third party to represent them this must be facilitated, for example sole trader may nominate a financial advisor.
- 8.4.2** As a minimum, Irish Water is required to issue at least one direct notice in writing to the Customer and the occupier (if different and known to Irish Water) at least five working days in advance of carrying out a disconnection.
- 8.4.3** In addition to requirement 8.4.2, Irish Water is required to contact by telephone (if known) the Customer and the occupier (if different and known to Irish Water) at least once at least five working days in advance of carrying out a disconnection.
- 8.4.4** This requirement does not apply to Irish Water Customers who have individually negotiated contracts where Irish Water provide for an

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<sup>7</sup> By way of example, it is considered reasonable to request a Customer's disconnection where long term refusal or lack of access to a premises is an issue and the Customer has been informed. However, where a Customer receives an estimated read and this appears not to match the Customer's normal consumption pattern the Customer may dispute this and should not be disconnected.

alternative notification process for these Customers in the Terms and Conditions of their contracts.

## 8.5 Format of Notice of Disconnection

- 8.5.1** Where Irish Water has exhausted its escalation process and intends to initiate a disconnection:
- a.** Any notice sent to a Customer and occupier (if different and known to Irish Water) regarding disconnection for non-payment of the account must be sent in writing by letter or electronically, where the Customer has chosen this method of communication.
  - b.** The notice must specify the reason for disconnection. However, where Irish Water is aware that a non-domestic Customer has gone into liquidation or receivership the notice period is reduced to two days or whatever contractual arrangement Irish Water may have with the Customer.
  - c.** The notice must highlight any charge for the disconnection and/or reconnection as well as any charge which may apply to the Customer if the disconnection is cancelled or no access is possible at the premises.
  - d.** The notice must specify the contact details of debt handling/ credit control or appropriate division so that the Customer may make contact. Irish Water must facilitate Customers who wish to pay immediately any bill arrears after the receipt of the notice.
  - e.** The notice must highlight that the payment of arrears cannot be made to the persons carrying out the disconnection.
  - f.** If a Customer opts for disconnection it must be made clear that arrears must still be paid, and that standing or other network charges may still apply.
  - g.** No disconnection may be carried out on a Friday, Saturday, Sunday, the day prior to a Public Holiday or a Public Holiday.
  - h.** For the avoidance of doubt, disconnections for safety reasons to prevent injury to persons or damage to premises may be made at any time and are not within the scope of this Disconnection Code of Practice.



- 8.5.2** Irish Water must keep and maintain detailed records of all the steps taken and all considerations made in relation to the disconnection of a non-domestic premises.

## **8.6 Settlement of Arrears and restoration of supply**

- 8.6.1** Where a Customer has had supply disconnected due to outstanding debt and subsequently reached a settlement with Irish Water through a payment plan or through payment in full, the Customer shall be entitled to have normal supply restored.
- 8.6.2** Where the Customer has agreed a settlement (through payment plan or payment in full), Irish Water will restore supply within two working days, subject to operational capacity.

## **9. Code of Practice on Network Operations for Non-Domestic Customers**

### **9.1 Information provision on Water and/or Wastewater connections**

Irish Water shall have a Code of Practice that covers how Customers can access information on connecting to the network and the levels of service that Customers can expect from Irish Water regarding their connections to the wider networks. In this context 'connections' refers to the water and wastewater network assets owned by Irish Water.

### **9.2 Operation and maintenance responsibility of pipework**

- 9.2.1** Irish Water is obliged to make available on its website clear and concise guidance on the split in ownership between Irish Water assets and a typical non-domestic Customer, including diagrammatic representation.
- 9.2.2** Irish Water will engage with a Customer requesting clarification of pipework ownership at specific properties within three working days of receiving the request and provide an answer within a reasonable timeframe.
- 9.2.3** Where a Customer has notified Irish Water of a fault on an Irish Water asset, Irish Water is obliged to respond to the Customer within two working days and give an outline of Irish Water's planned action in relation to the fault.

### **9.3 Planned network interruptions affecting Customers**

- 9.3.1** Irish Water shall endeavour to restore supply to the affected Customers within 24 hours of supply cut off, or as advised in planned works notification. Irish Water must meet all legal obligations with respect to providing alternative supplies to Customers.

## **9.4 Unplanned network interruptions affecting Customers**

**9.4.1** Where Customers are affected by unplanned water supply interruptions Irish Water will endeavour to restore supply within 12 hours. For large water main issues Irish Water will endeavour to restore supply within 24 hours. Irish Water must meet all legal obligations with respect to providing alternative supplies to Customers.

## **9.5 Customer asset flooding**

**9.5.1** Where a building or wider premises is affected by flooding (either water or wastewater) assumed to originate from an Irish Water asset, Irish Water will attend the premises affected within four hours of the notification and attempt to stop the flooding.

**9.5.2** Where it can be proven that the failure of an Irish Water asset caused damage to a premises then Irish Water shall be obliged to engage with the Customer to agree how to resolve or ameliorate the damage.

**9.5.3** Exceptions to requirement 9.5.1 and 9.5.2 exist in the case where the failure of assets is due to extreme or severe weather events which cause reasonable design capacity of Irish Water assets to be exceeded.

## **9.6 Water pressure**

**9.6.1** Where a Customer experiences reduced water pressure, the Customer can request an investigation into reduced pressure. Irish Water shall supply information as to the likely cause of the pressure reduction or confirm with the Customer within five working days that Irish Water will investigate the cause of the pressure reduction in a timely manner, subject to operational capacity.

**9.6.2** If after an investigation outlined in requirement 9.6.1, the cause of the reduced pressure is likely to be as a result of a leak on the Customers assets Irish Water will highlight this to the Customer.

**9.6.3** Where a Customer is suffering reduced pressure as a result of Irish Water activity or Irish Water's assets, Irish Water will give advice

within 10 working days as to how they intend to rectify the situation (where possible).

## **9.7 Out of hours service**

- 9.7.1** Irish Water shall provide details through a range of communication channels of how Customers can report emergency situations. This must include a contact number that is available to Customers 24 hours a day.

## 10. Code of Practice on Complaints Handling for Non-Domestic Customers

### 10.1 Definition of a complaint

A complaint is defined as:

*The expression (through various possible channels, for example: letter, email, phone call, physical claim) of a Customer's dissatisfaction and their explicit expectation for a response or resolution.*

The term explicit denotes that the Customer states they are seeking some action to address their concern, even if they are not able to identify and state what action is required.

For clarity, a Customer in this context is defined as any person that wishes to complain to or about Irish Water.

Please note that in this Code, the CRU requires Irish Water to take Customer's complaints through a two-stage process before it can refer a Customer to the CRU, i.e. stage one – initial stage and stage two – an escalation stage. The minimum requirements within each stage are set out in Section 10.2 below.

### 10.2 General obligations in Complaint Handling

- 10.2.1** Irish Water is required to provide a clear and easy process for Customers/potential Customers to use when they are experiencing difficulties with their water and/or wastewater service supply and wish to make a complaint to Irish Water.
- 10.2.2** The Code of Practice on Complaint Handling must set out Irish Water's complaints handling process and commitments in a step by step, easy to follow process.
- 10.2.3** Irish Water is required to attempt to resolve all relevant complaints as soon as possible in-house before referring a complaint to the CRU. Irish Water is required to accept complaints from recognised third parties who are confirmed as acting on behalf of the Customer.

**10.2.4** Irish Water is required to refer all Customers to its Code of Practice on Complaint Handling and to send it to them where requested in an accessible format.

**10.2.5** The Code, as a minimum, should include the following information:

**General Information:**

- a. An undertaking to provide the Customer with a satisfactory explanation of their issue, an apology or some form of redress as appropriate depending on the circumstances and outcome of the complaint.
- b. Timescales for each stage of complaint handling and investigation with clear commitments to response times and details of any company standards and payments for failure to respond within the set time.
- c. The arrangements for making charter payments (where applicable) to Customers, including details of when such payments may be due and the time limit in which the Customer should receive payment.
- d. The Code should include a commitment to making payment to the Customer within 30 days, where payment is due to the Customer.
- e. Details of the roles of the CRU and the EPA in relation to complaints and contact details.
- f. The Code may include different complaint handling procedures for different Customer categories.

**Stage 1 – Irish Water Initial Complaints Process**

Where a Customer makes an initial complaint, the Code must include, at a minimum, the following commitments:

- g. Details of how to contact Irish Water to make a complaint. At a minimum a Customer should be able to initiate their complaint by post, by email and over the phone.
- h. Stage 1 of Irish Water's complaints process will lead to a response to the complaint in five working days of the complaint being lodged

with Irish Water. This response should set out either a resolution or an outline plan of the time and specific case-related steps required to achieve a resolution, under normal conditions.

- i. If a Customer's complaint remains open 10 working days after it was lodged, Irish Water must contact the Customer with an update on their complaint.
- j. If a visit is required to resolve or investigate a complaint, Irish Water will arrange a visit within a reasonable timeframe.
- k. In all cases, Stage 1 of Irish Water's complaints process should lead to a decision which must provide an answer to the query. The decision is to be issued to the Customer within two months of the complaint being lodged with Irish Water, except in cases where the Customer is not engaging with Irish Water.
- l. Upon closure of a Customer's complaint, Irish Water must inform the Customer that they may escalate their complaint to Irish Water's Customer Service Manager. Irish Water must outline that complaints must be made in writing in order for them to be escalated to a more senior level within Irish Water.
- m. An outline of Irish Water's complaint escalation procedure (Stage 2 – below) that can be followed by the Customer if they remain dissatisfied having completed Stage 1 in Irish Water's complaints process and wish to escalate their complaint to a more senior level where appropriate.

## **Stage 2 – Irish Water Escalation Complaints Process**

Where a Customer's initial complaint is not resolved and requires escalation, the Code must include, at a minimum, the following commitments:

- n. Stage 2 of Irish Water's complaints process must lead to a final decision to the escalated complaint i.e. where a complaint does not require operational works or site visits, within 10 working days.
- o. Where an escalated complaint requires operational works or site visits, Irish Water must agree with the Customer on a timeframe for Irish Water's response to the complaint, on a case-by-case basis.

- p. Guidance that outlines where a Customer has completed Irish Water's Stage 2 complaints handling process and is not satisfied with the outcome, the Customer will be informed in writing by Irish Water that their complaint has been closed and will be referred to the Code of Practice on Complaint Handling. Irish Water shall keep a record of the outcome of Stages 1 and 2 of all complaints received.
- q. The Customer must receive from Irish Water written notice of closure of their complaint (by letter or email) including details of the CRU's Customer Care Team should they wish to escalate their complaint.
- r. For cases of complaints which have been closed as unresolved (other than those relating to water quality or pollution incidents) Irish Water will supply or direct the Customer to all applicable Codes of Practice.
- s. In providing the customer with details of the procedure to escalate a complaint to the CRU, Irish Water must, at that point, make the Customer aware of the legislative requirement that the Customer must be a registered Customer of Irish Water at that time that the complaint occurred in order for the complaint to be accepted by the CRU's dispute resolution service. It will only be necessary for Irish Water to notify the unregistered customers of this requirement.

### **Escalation to the CRU on Completion of Stage 1 and Stage 2 of Irish Water's Complaints Process**

The Code, as a minimum, should include the following information:

- t. Details of how the CRU can assist in resolving complaints which Irish Water has not resolved to the Customer's satisfaction and how the CRU can be contacted. This must include the following details outlining the requirements which must be met before a complaint can be accepted by the CRU:
  - that the Customer must have communicated their complaint in writing to Irish Water;
  - that the Customer must have completed Irish Water's complaint process (Stage 1 and Stage 2) and a final decision



- on the complaint has been issued by Irish Water to the Customer in writing;
- The CRU's Customer Care Team contact details must appear at the end of the Code.

## **Water Quality Complaints**

- 10.2.6** If an unresolved complaint is in relation to the quality of water supply, or pollution incidents then Irish Water will advise the Customer of the EPA's role in water quality complaints and provide contact details for the EPA.

## **Investigation of Non-Compliance**

- 10.2.7** Where the CRU is investigating a Customer's request to investigate a case of non-compliance with a Code of Practice, Irish Water must refrain from taking follow up action in relation to any monies that are the subject of dispute. No such action should take place prior to the CRU issuing a judgement on breach or non-compliance with a Code of Practice. This does not mean that Irish Water cannot follow up additional monies accrued before or after the bill in dispute which remain unpaid.

## **Implementation of CRU Final Decision**

- 10.2.8** When the CRU makes its final decision regarding a complaint resolution, Irish Water is required to respond within three weeks or by a date specified by the CRU in its decision (if longer than three weeks), confirming that the CRU's final decision has been implemented.

## **10.3 Monitoring of complaints and complaint resolution and reporting to CRU**

- 10.3.1** Irish Water must keep and maintain adequate records of complaints lodged with Irish Water and the actions taken by Irish Water to resolve such complaints.

- 10.3.2** Irish Water must report on the number of complaints handled by Irish Water, as directed by the CRU. To clarify, this constitutes all complaints received by Irish Water (not only those considered valid by Irish Water) through all communication formats. The CRU will use this information to inform its economic regulation of Irish Water and will liaise with the EPA with regard to unresolved Water Quality complaints.
- 10.3.3** The CRU shall engage with and issue directions to Irish Water on the exact details to be included in such reports and the frequency that the reports shall be supplied.
- 10.3.4** From time to time, the CRU may amend the content and detail that Irish Water must report on in relation to Customer complaints as well as the frequency of this reporting.

# 11. Terms and Conditions of Supply for Non-Domestic Customers

## 11.1 General

**11.1.1** All Terms and Conditions within Irish Water's Standard Customer Agreements for non-domestic Customers must be fair, reasonable and set out in a transparent manner.

**11.1.2** Irish Water must make available to all Customers its standard Terms and Conditions of supply on its website. If requested, Irish Water must send a written copy of the Terms and Conditions of supply to a Customer.

## 11.2 Content of Standard Terms and Conditions of Supply

**11.2.1** The standard Terms and Conditions of supply must include, at least:

- a.** the identity, address and contact details of Irish Water;
- b.** reference to Irish Water's Codes of Practice which set out the services provided and the minimum service quality that should be expected;
- c.** the means by which up-to-date information on all applicable charges may be obtained;
- d.** the conditions for amendment/variation and termination of services;
- e.** the conditions for amendment/variation and termination of the contract and should also clearly set out any steps the Customer must take in order to close their account in line with Section 7.7 of the Billing Code;
- f.** details of any penalty clauses which may apply to the contract must be highlighted within the Terms and Conditions;
- g.** the means by which the Customer will be notified of any change in Terms and Conditions of Supply, including 30 days' notice in advance of those changes taking effect;

- h.** the means by which the Customer will be notified of any change in charges, with at least 30 days' notice in advance of those changes taking effect;
- i.** details of how the Customer will be billed, and the terms associated with payment of bills;
- j.** any obligation on the Customer in relation to payment of account, payment method and details of any penalties or actions which may apply in the event of failure to pay;
- k.** any obligation on the Customer in terms of limiting consumption of water in relation to water conservation, environmental or public health requirements and any penalties or actions which may apply including reference to supply reduction;
- l.** details of the pipework ownership and maintenance responsibilities of Irish Water and of an Irish Water Customer and
- m.** the method of initiating procedures for settlement of complaints including reference to Irish Water's Code of Practice on Complaint Handling.

### **11.3 Review Process**

The CRU will review the Terms and Conditions to establish:

- a.** That the minimum requirements set out above have been met;
- b.** That the Terms and Conditions are written in plain English to greatest extent possible and are set out clearly and transparently so that a Customer would be able to read and understand what they are entering into;
- c.** That any penalty clauses or obligations on the Customer in order to receive the product they are signing up to are highlighted clearly in the text, are reasonable and are easy to understand.
- d.** That it is clear from the Terms and Conditions what obligations the Customer faces in relation to payment terms, Customer pipework responsibility, closure of account and substances prohibited for disposal through the wastewater system.