water
services corporation

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CUSTOMER CONTRACT
KUNTRATT MAL-KONSUMATUR

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WSC.COM.MT

WHAT IS A CUSTOMER CONTRACT?

This Customer Contract is a contract between us, the Water Services Corporation ("WSC") and you, the customer. It provides clear information on both the obligations as well as the rights of both the corporation and the customer.

This contract provides the terms under which we provide water and sewerage services to you. It also sets out your rights and obligations.

1.0 WHO ARE THE PARTIES COVERED BY THIS CONTRACT?

1.1 The customer

You are our customer and you are covered by this contract if you are the registered consumer who either owns, administers or has under your control any tenement connected to a WSC water supply system and/or the WSC wastewater collection system.

1.2 The Water Services Corporation

We are the Water Services Corporation and we produce and supply drinking water. We also collect, treat, dispose of and, where applicable, recycle wastewater.

2.0 WHAT ARE OUR FUNDAMENTAL OBLIGATIONS?

2.1 Water supply & quality, sewerage services and communication

1. We will supply you with drinking water to meet your reasonable needs according to law, in particular, but not limited to, the Water Supply Regulations SL 545.03.

2. Our drinking water complies with the mandatory parameters stipulated in the Food Safety Act of 2002, the Water Intended for Human Consumption Regulations 2009 (S.L. 449.57) and any subsequent amendments to such Act and Regulations.

3. We will carry out honest and unbiased monitoring of the water supplied to you according to national quality standards.

4. We will ensure that the drinking water we supply you with is at a minimum flow rate of 9lts per minute at a pressure sufficient to fill your storage tank, provided the storage tank is not more than 15m above street level.

5. In certain areas we are unable to provide water at the specified pressure and flow rates. However, the water pressure in these few areas will not drop below 10 metres head (1 bar). These areas are as indicated in Appendix 1.

The quality and safety of water supplied by us is guaranteed up to the first tap closest to the meter. It is your responsibility to ensure that your kitchen tap (or where there is no kitchen, the tap from where drinking water is drawn), is connected directly to our water main. If we discover that the water supplied by us to you is according to health standards, but that there is a fault in your system that is causing deterioration in quality, we will inform you accordingly. We guarantee the quality and safety of fresh running water only. If you use water in premises that have been closed for long periods you must run taps long enough to ensure that the "old" water has been flushed out.

6. We will supply you with sewerage services to meet your needs for the discharge of domestic sewage. Where there is no sewer system, we will collect wastewater from your cesspit on a regular basis. We will treat your wastewater before discharging into the sea thereby safeguarding the environment in conformity with the Urban Waste Water Treatment Regulations (SL 549.22).

7. We will maintain the sewage collection network gravity mains, pressure mains, galleries and pumping stations through a periodic preventive maintenance programme to ensure continual service and will address any blockage problems to prevent sewage backflows.

8. We will provide you with up-to-date information on any issues such as suspensions of service, water quality, ongoing works, your rights and obligations, our corporate performance and other matters that may be of interest to you. We will make this information freely available through our website, our freephone 8007 6400, SMS and social media such as *Facebook*.

2.2 New Mains Water Service Applications:

1. Provided that your premises are within a recognised 'development zone' as established by relevant legislation, Local Plans and Planning Policies, and that permits are in order and provided that you have no outstanding dues (including charges such as those related to tampering) owed to ARMS Ltd or WSC, the installation of a new water service shall take no longer than 20 working days from receipt of application.

Applications for a new water service are to be made on the appropriate form and submitted with the required relevant documentation. Applicable fees for a new water service installation are dealt with in more detail in Clause 11 of this contract.

2. There are cases where a new mains water service cannot be provided due to exceptional circumstances which include:

a) Where the Corporation has made every reasonable effort to contact you to gain access to your property, but you did not respond;

b) The water main supplying potable water is not installed and laid in front of your premises. In such cases, applications are normally dealt with within six months unless WSC is precluded from doing so by the competent authorities or due to any cause beyond WSC's control.

In such eventualities, applicants will be informed within 10 working days from site inspection that their request cannot be acceded to.

In cases where the Planning Authority (PA) has granted development permission outside a 'development zone' as established by relevant legislation, Local Plans and Planning Policies, and such development is located at a significant distance from our existing water supply network, applications will only be considered on a case-by-case (ad hoc) basis and the customer will be given a decision on a possible solution, if achievable, together with any estimates and conditions for the provision of the service within a reasonable period.

3. Our personnel are trained in water service installations and adopt best plumbing practices when working on service installations. We take care to accommodate your requirements as far as practically possible when installing a service. However, we are not responsible to make good for any repairs of decorative features required to be intervened upon during the installation or repair of a service as detailed in the Water Supply Regulations. (SL 545.03)

It is our policy to install the water meter in a location close to the property boundary for which you are required to provide the necessary security as required by law and in line with the Water Supply Regulations (S.L. 545.03).

2.3 New Wastewater Service Applications:

1. Provided that a sewer collection main has already been installed, laid and in operation in front of your premises and following an official application with the respective authority, the Water Services Corporation will set an appointment with you, following your application and request for a connection to the sewerage system, wherein details will be provided in reply to your official request. It is thereafter your responsibility to connect to the public sewer as guided and directed by the Corporation.
It is your responsibility to check public sewer invert level in front of your premises to ensure that it is physically possible and technically appropriate to connect to the sewage collection system, given that sewage flow is by gravity.
If this is not the case, it is your responsibility to provide alternative means for connecting to the sewage system.

2. If there is no public sewer main installed, laid, in operation and located in front of your premises, the public sewer main will be extended provided that your premises are within a recognized 'development zone' as established by relevant legislation, Local Plans and Planning Policies and provided also all permits are in order.

In certain remote areas within a 'development zone', it may not be possible to extend the public sewer main to your premises within a reasonable period. In such cases, we will provide you with a design for a cesspit which is to be constructed by you at your expense and subject to approval by relevant authorities. We also provide cesspit-emptying service for free for domestic applications only.

3. In cases where service connections are a cause of damage to the main sewer, obstruction to sewage flow or other damage to the sewer system, we reserve the right to request you to rectify the problem or we correct the problem at your expense.

4. In cases where the PA has granted development outside a 'development zone' as established by relevant legislation, Local Plans and Planning Policies, and such development is located at a significant distance from our existing wastewater collection network, applications for a sewage connection cannot be considered.

The provision of a cesspit-emptying service for free will not apply and the consumer will be required to enter into private arrangements for cesspit emptying at his/her own expense.

3.0 What are our obligations when things go wrong?

1. No water cuts exceeding **24 hours**. Whether it is our fault or otherwise, no WSC customer shall be left without water supply for more than **24 hours** from the last notification. If we think that the water service interruption could be longer, we will endeavor, upon request, to provide you with an alternative water supply (e.g. by water tanker).

2. Water or Wastewater seepage into private property from our infrastructure will be seen to within **4 hours** from verbal notification. We will make every effort to identify the source of seepage and the required works will be carried out within **12 hours** from the identification of seepage source. This applies only if the source of seepage is identified as coming directly from our infrastructure.

3. When the water supply is suspended due to unplanned works, we will provide as much information as practicable on our 24-hour freephone service 8007 6400, radio announcements, our website wsc.com.mt and official Facebook page.

This service will advise you how long the interruption is likely to last and how to obtain supplies of water, where applicable. When urgent or emergency works arise, we will also do our best to issue notices of suspensions through the public media. You may be entitled to compensation, should the unplanned service interruption, be longer than 72 hours and no alternative water supply is provided by WSC. This results from WSC's Guaranteed Standards Scheme, details of which can be found in Clause 9. WSC is not responsible where interruptions/suspensions are due to an extraordinary event as defined in Glossary, Annex I.

4. Sometimes we may need to organize and effect planned interruptions to your water supply to carry out maintenance of our systems. In the case of works to be carried out in a localised area, we will inform you either in writing or personally of the time and duration of any planned interruption, at least two days before the works start. When the works to be carried out involve large areas, we will inform the public through the public media. You may be entitled to compensation, should the planned service interruption, be longer than 48 hours, and no alternative water supply is provided by WSC. This results from WSC's Guaranteed Standards Scheme, details of which can be found in Clause 9.

5. If we work in your street or near your property, we will leave the affected area and immediate surroundings as near as possible to the state which existed prior to the works being undertaken, unless we have agreed to a different arrangement with you or any other local authority.

6. If there is a sewage overflow near your property due to the failure of our sewer system in dry weather, we will ensure that the affected area is suitably cleaned up at our cost and in such a manner that minimizes the risk to human health.

7. We will make every effort possible to ensure that there are no sewage overflows to sea, especially during the bathing season.

4.0 What are your fundamental obligations?

1. You are responsible for maintaining what is termed as "your water distribution system". This system comprises all of the pipes and fittings that belong to you and connected with the WSC supply meter. Therefore, you are responsible for the maintenance of your water system to prevent any damage or failure which might affect the water quality and/or lead to internal leakages.

2. It is illegal to tamper with the water supply. If such tampering occurs, the Corporation reserves the right to apply applicable damages according to the law.

3. If you have a transmitting module attached to the water meter and subject to a good AMM coverage, it is your responsibility to log in and register through the WSC live portal and to monitor the consumption registered of your water meter/s via the same portal.

4. You are responsible for maintaining all sewer pipes and fittings between your property and the connection with our sewer system. This is referred to as your sewer system. If you do not know where the point of connection with our sewer system is, this will be indicated to you upon request.

5. You are not permitted to dump oils, fats and greases or any other material which can block sewer system or cause damage.

You are not permitted to dump chlorides (salts) or any other chemicals in excess of the levels stipulated in the Sewer Discharge Control Regulations (S.L. 545.08), and if you are a commercial, industrial or catering establishment, you must ensure that you abide by the Sewage Discharge Control Regulations as stipulated in these same Regulations.

You are not permitted to connect the stormwater drain from your roof or yards to our wastewater system. Moreover, if you become the owner of a premises whose storm-water system is connected to the WSC sewer network, and you carry out renovations and/or alterations to such premises, you should undertake to remove/disconnect such storm-water connection from the public network in line with Building Regulations and applicable laws.

If you empty your sewage utilizing a private waste carrier, you should ensure that the service provider is registered and approved by the Environment and Resources Authority (ERA) and that the sewage will be discharged only in WSC-approved RTIPs (Road Tanker Influent Points).

6. You must pay ARMS Ltd. the amount due on your account according to the credit terms imposed by ARMS Ltd. unless there is another agreement in place between yourself and ARMS Ltd.

7. You are to provide access to WSC employees to make any necessary work related to the service connection to your property. Power-of-entry into your property is regulated through the relevant legislation as detailed in Section 14 of this contract.

Howe else can you help us?

If you become aware of any failure of our water or sewer system, we would appreciate if you were to inform us as soon as possible on freephone 8007 6400.

5.0 Information and Our Methods of Communication

1. We will acknowledge all correspondence that we receive within 5 working days.

2. We will communicate with you in a "like-with-like" manner unless otherwise requested. This means that we respond to posted letters with written replies sent by post, e-mails with e-mails, phone calls with phone calls, etc.

3. We will communicate with you in the language (English or Maltese) that you use to communicate with us.

4. If you request an appointment, we will respond within 10 working days unless the matter cannot be resolved sooner.

5. You can contact us online by accessing our website: wsc.com.mt. When logged onto our website, you will have access to our contact details and the WSC Live Map portal where you will find information regarding any current and planned water suspensions.

6.0 Persons with Special Needs

Persons with special needs may ask us to provide reasonable accommodation of their request when providing our service or information about our services. We will endeavor to meet such needs when reasonable.

7.0 Enquiries and Fault Reporting

1. If you have an enquiry relating to an account, would like to pay your bills online, wish to submit your meter readings, or require any other information about our services, you may do this through the website of ARMS Ltd. www.smartutilities.com.mt. You may also contact ARMS Ltd. between 8:00 am and 4:00 pm, Monday to Friday on Freephone number 8007 2222.

Should you wish to report faults or any other interruptions of service, you may contact us on our freephone number 8007 6400 which is open 24 hours a day, 7 days a week or else you may logon to our website wsc.com.mt.

8.0 What else are you entitled to know?

1. *Privacy:* At Water Services Corporation we are committed to protecting and respecting your privacy. We will treat your personal information according to the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Data Protection Act, Chapter 586 of the Laws of Malta. A detailed Privacy Notice can be accessed by clicking this link. If there are any changes to this Privacy Notice, these will be shown on our website and/or communicated to you by other means. It is therefore in your interest to check the Privacy Policy any time you access our web site to be aware of any changes which may occur from time to time.

Furthermore, please note that Customer Care inbound calls are recorded for security and training purposes. Call recordings will normally be retained for a specific period and then will be automatically deleted.

Some call recordings may be retained for longer periods dueto the following reasons:

- If such recording is required in relation to a complaint by a data subject. In this case, the recording will be retained until the completion of the complaint procedure, including to the IDPC (Information and Data Protection Commissioner) and the expiry of any appeals period where required. If necessary, the recording will be retained until the end of any court proceedings;
- If such recordings have been identified by WSC's management team as valuable for staff training. In this case, any recording identifying the data subject shall be removed (or beeped) and retained until it is no longer useful for this purpose; and
- Should WSC decide to exercise and defend legal claims, such recordings may be required as evidence.

2. *Billing:* You will receive a bi-monthly bill on a regular basis. You are to ensure actual meter readings are made available as scheduled by providing access to the meter reader. If for some reason we cannot obtain your meter readings, it is your responsibility to submit the readings within five days of receiving our notification. Failure to obtain regular readings may lead to the loss of the preferential tariff in line with Regulation 40 of the Water Supply Regulations. Meter readings may be submitted on the website of ARMS Ltd. www.smartutilities.com.mt or via freephone 8007 2222.

3. *How to pay your bill*

By Direct Debit: You will get a 2% discount or a minimum of €3 (€18 annually) per bill (credited in a subsequent bill) if you pay by direct debit. This only applies to residential and domestic accounts. You can download a direct debit mandate from the ARMS website www.smartutilities.com.mt, or we can assist you in setting up this facility at one of ARMS Ltd. Customer Contact Centres.

By Credit Card or Debit Card:
You can affect payment by cards which can be done through:

- ARMS website
  www.smartutilities.com.mt

- Internet banking
  www.bov.com / www.hsbc.com.mt / www.apsbank.com.mt

- BOV Phone Banking Services (21322121)

- HSBC Phone Banking Services (23802380)

- Any of our Customer Care Outlets

- By sending details on the back of the remittance slip·

By post:

You may send a cheque payable to ARMS Ltd together with the remittance slip (tear the bottom part of the bill) in the enclosed postage-paid envelope. Kindly write your utility account number and the bill number (displayed at the top of the bill) at the back of the cheque. Do not send any cash through the mail.

At ARMS Customer Contact Centres:

- Gattard House, Triq Nazzjonali, Blata l-Bajda, Malta

- WSC Offices, Triq ta' Wara s-Sur Victoria, Gozo

Opening hours Monday to Friday between 8:00 till 13:30 in winter and till noon in summer

At Alternative Outlets
(for Billing Settlements only)

- At any Maltapost plc branch
  (full payment only)

- Through any Bank of Valletta or HSBC ATMs

- At Gudja, Birgu or Ghaxaq Local Council

4. Payment difficulties:

If you are experiencing financial hardship, we will provide you with information about our Credit Control schemes, managed by ARMS Ltd., and which are available to assist you. All reasonable effort will be taken by us to assist you.

In such cases you have the right to be treated sensitively on a case-by-case basis by us, be informed about alternative payment arrangements and negotiate an amount to pay us on an agreed installment plan that is acceptable to both parties.

5. Failure to pay amounts due:

If you fail to pay your account by the due date, we will send you a reminder notice. The reminder notice will:

- state that payment is immediately due

- state that you should contact us if you are having difficulty making payment; and

- provide you with an explanation of the possible repercussions arising from non-payment of your dues. These may include disconnection of service.

6. Disconnection of supply for non-payment:

If you fail to pay your account by the due date and you have failed to make alternative arrangements for payment, we may disconnect the supply of water to your property without further notice (Article 30 of SL 545.03). The applicable disconnection and re-connection fee must also be paid in line with Regulation 35 of S.L. 545.03

If your service has been disconnected because of amounts due, and you do not make any contact with us to settle such amounts, the disconnection does not relieve you from your obligations to settle such amounts. In such a case, we may take any further appropriate actions.

WSC acknowledges that the right to water and sanitation is a human right as recognized in UN resolution 64/292, and thus continuously strives to supply safe and clean water to its customers while conserving and augmenting water resources in accordance with the Water Services Corporation Act (Chapter 355 of the Laws of Malta).

Where a customer of a domestic household provides sufficient proof that he/she lives in an economically disadvantaged household and does not have the means to pay the water bill, WSC may agree with such customer on a flexible and reasonable payment plan whilst maintaining the provision of the service.

7. Disconnection for other reasons:

We may also disconnect the supply of water to your property in the following circumstances:

1. If the supply of water to your property has not been authorised, was tampered with or does not comply with applicable laws.

2. You have breached this contract or other agreement with us, concerning the use or supply of water.

3. Where we are entitled or required to restrict or to discontinue supply under an applicable law.

8. Limitations on disconnection

Under no circumstances will we disconnect the supply of water to your property:

1. If there is a pending dispute on the account which prima facie is not considered as frivolous;

2. If you have entered into a payment assistance arrangement with us and you are complying with these arrangements;

Restoration of supply after disconnection

When the reason for the disconnection or restriction of the supply of water no longer exists, or if there is mutual agreement to restore supply, and after payment of the applicable disconnection and re-connection fee, we will restore your supply on the next business day.

1. Relief of liability: You can only be relieved of your liability for the payment of the service charge and water consumption once you apply with us to that effect, on the appropriate forms, and have paid any amount that may be due to us.

8.0 Other General Information

1. *Claim for damages:* The Corporation considers inquiries from civilians who have been injured and/or whose property has been harmed as a result of factors caused by the Corporation's activities. The limits of liability of the WSC are governed by the Water Services Corporation Act (Chapter 355) and the Water Supply Regulations, (S.L 545.03). In the event of loss or damage to you or your property as a result of the WSC negligence, we may compensate you for any loss suffered.

A claim for damages must be made in writing and addressed the Chief Executive Officer.

Thereafter we will advise you about:

- Acknowledgment that your claim will be investigated
- proposed response time for our representative to visit your property (if required) and to make a decision.
- The name and contact details of our representative who can advise you on the progress of your claim.

If your claim does not exceed the insurance policy excess, you will be provided with an assessment of your claim in writing. The written assessment will outline the reasons for the decision and the type of compensation to be provided if any. If you are not satisfied with our decision, you have the right to seek judicial redress.

If your claim exceeds the insurance policy excess, then your claim will be forwarded to the Corporation's insurance company, unless otherwise rejected based on the findings.

2. *Account Disputes:* If you have a justified reason to believe that you have been overbilled, you should submit a written complaint within 45 days from the date of invoice. However, this does not absolve you from your obligations on the bill, arrears, any outstanding and/ or subsequent bills. From our part, we acknowledge that any payments of a bill on which you have filed a complaint shall be without prejudice to your claim.

If an account dispute is resolved and a solution is agreed between you and us, then we either issue an up-to-date bill or bring payments/credits up-to-date by the next two bills issued.

In cases where such an agreement results in us having to refund money to you, such monies are paid back as a credit to your account through ARMS Ltd, or if the amount is over €500, you will be issued with a cheque.

3. Dishonoured cheques or declined payments: Dishonoured cheques are a criminal offence. If payment of your account is dishonoured or declined, you will be charged an administrative fee of €35.00 (for the combined water and electricity bill) and relevant interest charges. This fee does not absolve you from paying any outstanding and/or subsequent bills.

9.0 Guaranteed Standards Scheme

1. The purpose of this scheme is to outline the minimum standards that we pledge to deliver to our customers and offers a clear course of redress in the event that these standards are not met. These refer in particular to the duration of water cuts, i.e. both planned and unplanned.

2. Water cut due to maintenance exceeding 48 hours: If a planned water cut exceeds 48 hours and no alternative supply of water is provided, we will be liable to give compensation to affected customers on a case by case basis as per Table 1 (i), and subject to the customer claiming compensation. This scheme does not apply to any owner, tenant and/or resident of any high-rise building which has no storage water tank/s at ground or basement level/s or which has inadequately-sized storage water tank/s, and/or inadequate internal plumbing system/s that fail to support and ensure a continuous water supply to the tenant and/or resident of such a building under normal water supply (pressure and flow) conditions.

3. Water supply suspended due to unplanned interruptions if the suspension of the water supply exceeds 72 hours from reporting (with the exception of a power failure or a force majeure (extraordinary) event as defined in the Glossary in Annex I) and no alternative supply of water is provided, we will be liable to give compensation to affected customers on a case by case basis as per Table 1 (ii), subject to the customer claiming compensation. This scheme does not apply to the owner, tenant and/or resident of any high-rise building which has no storage water tank/s at ground or basement level/s or which has inadequately-sized storage water tank/s, and/or inadequate internal plumbing system/s that fail to support and ensure a continuous water supply to the tenant and/or resident of such a building under normal water supply (pressure and flow) conditions.

Table 1: Summary of Payment amounts applicable to different guaranteed standards

GSS REQUIREMENT	GSS PAYMENT	
	Domestic Customer	Business Customer
Water cut exceeding 48 hours	€20	€30
Water Supply suspended due to unplanned interruptions exceeding 72 hours.	€30	€50

4. *Claims procedure*: If you feel that we have failed to meet the above standards in your regard, you may claim for compensation by filling in a form from the WSC website, visit WSC customer care offices or collect a form from the local council. Your claim should be submitted within 10 working days of the incident corrective action taken and report closure by us. Your application will be vetted within 40 but not more than 60 working days from receipt of the claim.

If the breach of standards is confirmed and accepted, you will be paid compensation in the form of direct credit to your account within a further 2 months.

10.0 Meters

1. *Water meter installation and maintenance*: We will install a water meter and any pipe-work and fittings required to connect the meter to our water distribution system. The location and positioning of the water meter shall be determined by us and in an area as close as possible to the outer boundary of your property for which you are required to provide the necessary security. We may also shift an existing meter to a location as described above. The installed meter remains our property and we will maintain it. In the event of willful or negligent damage, you will be liable to pay WSC applicable fees in accordance with the Water Supply Regulations and any unaccounted consumption (Refer also to).

2. *Meter replacement:* We will replace the meter and/or any pipe-work and fittings up to the meter if required at no cost to you if the meter:

- is found to be defective;
- can no longer be reasonably maintained; or
- is replaced as part of a meter Replacement program.

11.0 Installation and Service Connection Costs

You must pay the new installation costs of a connection from your property to our water system. The cost of such a service is established by the Water Supply Regulations.

We will only connect our distribution system to your private 'consumer's water distribution system' in accordance with the relevant plumbing regulations or standards that may apply.

However, the cost of a new service installation as established by the Water Supply Regulations is only applicable to those services for premises which are located within a recognised 'development zone', as established by relevant legislation, Local Plans and Planning Policies. Cost of services for premises which are outside a 'development zone', will be determined as detailed in Clause 2.2, part 2 of this contract.

12.0 Defective Work

1. If we become aware of the presence of any defective or unauthorized work to your water system that in our opinion is likely to significantly affect the operation of our water system, we may serve a notice on you requiring you to remedy the defective or unauthorized work within 24 hours. If you do not comply with the notice, we may disconnect the water supply to safeguard the quality of water within our distribution system and hence public health.

2. You are responsible for any consumption registered by your meter. It is, therefore, your responsibility to ensure that there are no internal leakages in your property. Extra care should be taken for roof tanks and other water fittings, appliances and taps. Every consumer who has a transmitting module attached to the water meter and is subject to good AMM coverage, may log in and register through the WSC live portal and monitor the consumption registered by his respective meters via the same portal.

If you notice extraordinarily high Consumption, it is recommended that you call in a professional to assist you in locating the water-loss. We may also offer this service at an extra charge.

High consumption resulting from internal leakages is still considered as water consumed by you, which you still must pay for.

After having raised a claim in accordance with Clause 8 and paid a deposit of €25, your claim will be investigated and may lead to the extra consumption being calculated at the preferential tariff.

Any rebate that we may consider granting on an ex-gratia basis shall be for internal hidden leakage related only to residential consumption. Such rebate and ex gratia payment shall be based on the discrepancy in quantity between the average consumption and consumption during the period when leakage is estimated to have occurred and provided that the customer adopted all reasonable measures to detect such leakage and to stop it as soon as practically possible.

3. The Water Services Corporation reserves the right to analyse the consumption data patterns of meters and replace those meters deemed as stopped or recording erroneously. Consumption registered on the new meter is then used to compute and bill the customers for the un-billed and un-registered consumption from the date the meter was flagged as under recording/stopped till the date of replacement. Customers are encouraged to use the WSC Live portal to analyse the data and report a stopped/under-recording meter immediately to WSC.

13.0 Altering and unauthorized connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a water meter or prevent a meter from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into the public sewer system; or
- wrongfully take, use or divert any wastewater collected by us.

14.0 Identification

If we need to enter your property, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access). You should provide access to your property to WSC employees to carry out any necessary work on the service connection, the meter and/or take readings as provided in Article 35 of the Regulator for Energy and Water Services Act, Article 49 of the Water Services Corporation Act, and Regulation 43 of the Water Supply Regulations.

15.0 Customer Complaints

1. If you have a complaint about our service or our compliance with this contract, you should first contact us as follows:

- Either through our customer contact website wsc.com.mt.

- Or by phoning freephone our Customer Contact Centre on 8007 6400

- Visiting and lodging your complaint at ARMS Ltd. Customer Contact Centre at Gattard House in Triq Nazzjonali, Blata l-Bajda or the WSC Office in Triq ta' Wara s-Sur, Victoria Gozo.

We will address your complaint promptly by providing a:

face-to-face or telephone response within two working days where you have made a face-to-face or telephone contact and the matter cannot be dealt with immediately; or written response within ten working days where you have made a written complaint and the matter cannot be responded to sooner by telephone or face-to-face contact. Our response will provide reasons for our decision and the name of the contact person for follow up enquiries if you are not satisfied. If your complaint cannot be resolved within these time frames, we will advise you of our intended action and/or identify when the action will be taken and the name of the contact person if you are not satisfied.

2. *Complaints Review*

If you are not satisfied with the solution offered or action taken by us, you may have the complaint reviewed by a senior official of the Corporation.

The Senior Official will:

- clarify your complaint and the outcome sought;
- ensure that the matter has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- communicate to you our final decision;
- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue;
- notify you of your rights to external review, if you are still not satisfied with our decision.

3. *Resolution of disputes: When is a dispute considered resolved?*

A dispute will be considered finalized if we provide you with a substantive response which:

- resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction;

- explains the relevant policy and/or regulatory requirements and why no further action is proposed concerning the dispute; or

- provides a date when the issue will be resolved if the complaint relates to future planned work; and

- 15 working days have passed since receiving our response and you have not sought a further review by us or lodged a claim in an external dispute resolution forum. We will extend the 15 working days by a reasonable period if:

- within those 15 days you have requested an extension; or

- after the 15 days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 15 days.

Where further communication from you or your representative is received, this shall be regarded as a new enquiry or complaint.

16.0 What can you do if you are not happy with the service provided by the Water Services Corporation?

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.
You may seek redress through the Regulator for Energy and Water Services.

17.0 Subcontracting

We may subcontract any of our functions to third parties. Any such subcontracting does not absolve you or us of any of the terms as stipulated in this contract with regards to such subcontracted functions. We will thus ensure that your rights are safeguarded in our agreements with subcontractors.

18.0 Updating of this Customer Contract

This Customer Contract may be updated to reflect developments in our operations. Any changes are subject to approval by the Regulator for Energy and Water Services.

19.0 Termination of this contract

This contract will be terminated if you no longer meet the conditions described in this Agreement. The termination of this contract does not affect your rights and/or obligations that accrue prior to termination.

20.0 Suspension of this Contract

We shall not be liable for any failure, delay or interruption in the performance of any of our respective obligations under this Contract when such failure, delay or interruption arises, whether directly or indirectly, whether foreseeable or unforeseeable, from failure, delays or interruption by Acts of God, acts of the public enemy, strikes or lockouts, epidemic and riots, power failure, water shortage, adverse weather conditions, fire or other causes beyond its control.

21.0 Approval of this Customer Contract

This contract has been approved by the Regulator for Energy and Water Services and is effective from the 1st of January 2020.

GLOSSARY - Annex I

Account: A unique identification of the service provided and monies due to the WSC.

Alternative Water Supply: The supply of Potable Water using other means than the supply through the public distribution network and includes distribution of potable water using road tankers.

Automated Revenue Management Systems (ARMS): Subsidiary company of WSC subcontracted to manage and operate the billing system, customer care and front office functions.

Commercial customer: A customer who is not a residential customer. Customer is defined in clause 1.1.

Complaint: Any communication received from you, a consumer or a representative of a consumer, which expresses dissatisfaction with a product, service or disservice of the Water Services Corporation or its representatives, that relates to our obligations as set out in this contract or our Operating License.

Disconnection: The suspension (whether temporary or permanently) of our supply of services to you.

Dispute: A disagreement between the Water Services Corporation and a customer or consumer which is not frivolous or vexatious.

Enquiry: A written or verbal approach by a customer which can be satisfied by providing written or verbal information, advice, assistance, clarification, explanation or referral about a matter.

Environment and Resources Authority (ERA): The Authority responsible for the control of the environment as established by the Environment Protection Act (Chapter 549 of the Laws of Malta).

Extraordinary Event: "Extraordinary event" means any force majeure event which:

(i) is beyond the control of the Water Services Corporation;

(ii) is not caused by the Water Services Corporation;

(iii) could not have reasonably been foreseen nor prevented by the Water Services Corporation

Extraordinary events shall include:

(i) force majeure events (i.e. war, hostilities, invasion, terrorism, rebellion, insurrection, military or usurped power, riots, commotion, disorder and strikes or lockout by people other than the Water Services Corporation's personnel or other employees, Act of God including hurricane, flood, earthquake, volcanic eruption etc.); and

(ii) power failures, irrespective whether such power failures are limited to an area or region or are nation-wide.

Guaranteed Standards Scheme: This policy sets up a framework scheme so established on a without prejudice basis that stipulates the WSC's guaranteed minimum standards of service and includes the possibility of compensation should these standards not be attained.

High-Rise Building: "A building which has a building height of more than 24 metres measured vertically from the finished official road level up to the top of the roof parapet walls of the highest floor and inclusive of any washroom (whether this floor or washroom is setback from the building alignment or otherwise). In the case of buildings fronting more than one road, the building height shall, for the purposes of this definition, be considered with reference to the lowest road level applicable.

Main tap: Is the first point within a customer's internal distribution system connected to our distribution network and from where water is drawn.

Maintenance: Includes repairs and replacement, and where relevant testing and inspection.

Operating License: The license granted to us by the Regulator for Energy and Water Services.

Our water service: The water services we are permitted to provide by the Operating License.

Our sewer service: the services we are permitted to provide in respect to sewerage services and disposing of wastewater.

Our water system: the water mains, pipes, treatment plants and other equipment which we use to supply and store water.

Our sewer system: the sewer mains, pipes and treatment plants and other equipment which we use to provide, manage, operate and maintain sewerage services and disposal of wastewater.

Planning Authority (PA): The Authority responsible for controlling the planning and infrastructural development in Malta as established by the Development Planning Act (Chapter 552 of the Laws of Malta).

Planned interruption: An interruption initiated by us to allow maintenance to be undertaken to our system.

Regulator for Energy and Water Services (REWS): The regulator of the Water Services Corporation with regards to water supply and sewage collection services as established by the Regulator for Energy and Water Services Act (Chapter 545 of the Laws of Malta).

Residential customer: A customer who owns real property which is used as a principal place of residence where trade or business is prohibited.

Sewage: All liquids and any substances in them, which may be produced by the use of toilets, urinals, sinks, baths, showers, washing machines and similar items when used by persons for their personal hygiene.

Sewage overflow: A discharge of untreated or partially treated sewage from our sewer system into a public or private street, land, field, etc.

Unplanned interruption: an interruption which is caused by a fault in our water or sewer system or a fault which is our maintenance responsibility and no notice has been given to you.

Your water system: is defined in clause 4.1.

Your sewer system: is defined in clause 4.4.

You or your: our customer.

Water Services Corporation: The body corporate set-up by law under Chapter 355 of the Laws of Malta.

We, our or us: The Water Services Corporation, including its officers, employees, agents and sub-contractors, and as established by the Water Services Corporation Act (Chapter 355 of the Laws of Malta).

Annex 2 – Areas where we are unable to provide water at the specified pressure and flow rates.

The water pressure in these areas will not drop below 10 metres head (1 bar)

Central

St. Andrews school area, upper part of Madliena, upper parts of San Ġwann industrial estate, fireworks factory area (Iklin), Tal-Mirakli church area (Attard)

North

Ġebel Ciantar area (Rabat), Manikata church area, Dingli Cliffs area (Rabat), L-Arġentier area (Wardija), Etna area (Mellieha), Triq il-Kbira (Mellieha)

South

Bali Guarena area including Ħaġar Qim area Qrendi.

Gozo

Xaghra (San Anton area), Triq il-Hotba (Qala), Triq Mannar (Xaghra), Mitħna and surrounding area (Qala), parts of Nadur, Upper Garden Street (Ghajnsielem), Upper Grunju Street (Qala), Triq Wied Simar (Qala), Alleys in Triq il-Wardija (Qala).

water
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