

# The Water Retail Company

## Standard Terms & Conditions

### 1. Standard Terms and Conditions for Supplying Water and Waste Water Services

- 1.1. These are the Standard Terms and Conditions which form part of the contract between The Water Retail Company and the Customer.
- 1.2. "The Water Retail Company" means The Water Retail Company Limited, a company with the registered company number 10277311 and having its registered office at N105 Vox Studios, 1-45 Durham Street, London, SE11 5JH (hereinafter referred to as the "Company".)
- 1.3. The "Customer" means:
  - 1.3.1. should a Water and Waste Water Supply Contract be in place, the party named as 'Customer' in the Water and Waste Water Supply Contract; or
  - 1.3.2. should no Water and Waste Water Supply Contract be in place, the "Party" in receipt of the Services at the Property or Properties (as applicable), which is the tenant, or where not occupied, the owner.
- 1.4. The "Services" are:
  - 1.4.1. should a Water and Waste Water Supply Contract be in place, those water and waste water services and related services described in the Water and Waste Water Supply Contract; or
  - 1.4.2. should no Water and Waste Water Supply Contract be in place, the water, waste water and related services received at the Property or Properties (as applicable) by the Customer delivered by the Company.
- 1.5. The Company and the Customer are the "Parties" referred to in these Standard Terms and Conditions. Other words and expressions used have the meanings given to them in Appendix 1, which also includes rules about interpretation.

### 2. Documents which form the contract

- 2.1. Subject to Condition 2.2, the following documents, to the extent that each is in place and/or applicable, constitute the entire agreement between the Company and the Customer for the Services (referred to as the "Contract"):
  - 2.1.1. these Standard Terms and Conditions;
  - 2.1.2. the Proposal or Service Offering;
  - 2.1.3. the Water and Waste Water Supply Contract.
- 2.2. The entire agreement provision in Condition 2.1 does not exclude any provision imposed impliedly or expressly by law.
- 2.3. Should the Standard Terms and Conditions and the Water and Waste Water Supply Contract be in conflict or are inconsistent, the Water and Waste Water Supply Contract shall take precedence.

### 3. The commencement of the Contract and its duration

- 3.1. These Standard Terms and Conditions shall apply:
  - 3.1.1. should the Customer apply to the Company to supply the Services, from the date that application is accepted; or

3.1.2. should the Customer be an existing Customer of the Company and the Company notifies the Customer of the date on which these Standard Terms and Conditions apply, the date set out in that notice; or

3.2. The Contract shall continue until it is terminated in accordance with Condition 14 below.

#### **4. Market**

4.1. The Market Regulations that are determined by Ofwat and/or Water Industry Commission for Scotland and which relate to the Services. In providing the Services, the Company shall comply with all relevant Market Regulations.

4.2. The Market Codes establish a set of default services. Where required to do so by the Market Codes, and requested by the Customer, the Company shall provide these default services to the Customer.

4.3. The Customer shall provide to the Company such information as may reasonably be requested to enable the Company to adhere to the Market Codes.

#### **5. Customer compliance**

5.1. The Customer shall comply with all English laws including the Water Regulations and/or the Scottish Water Byelaws, and obtain and comply with all necessary permits and consents which apply to the Customer in relation to the Services, including any consent needed for trade effluent.

5.2. The Customer shall comply with the relevant Wholesaler Terms and Conditions and any other contract with the Wholesaler (or other third party) in relation to the metering equipment at any Property.

#### **6. Customer notifications about changes to the Property**

6.1. The Customer shall notify the Company as soon as is practicable:

6.1.1. should the Contract be in force prior to that date, the date on which the Customer commenced occupation of the Property;

6.1.2. should the Customer intend to take occupation of a new Property, and the date of that intended occupation;

6.1.3. should the Customer intend to vacate the Property, and the date of that intended vacation;

6.1.4. of its vacation of the Property;

6.1.5. should the customer intend to grant a lease or occupancy right in relation to the Property, including details of the new occupier and the date on which the occupancy shall change;

6.1.6. the granting of such a lease or occupancy right, including details of the new occupier;

6.1.7. should there be any reassessment of the rateable value, or business rates of the Property, including the reassessed value and the date that reassessment applied from;

6.1.8. should the ownership of the Property change, including the details of the new owner;

6.1.9. concerning any change to the Property which may result in it being classified as Household,

6.1.10. of any change of use, extension or addition to the Property which may impact on the charges for the Services;

and shall keep the Company notified with accurate information in relation to such issues, and provide the Company without delay with such information as may be reasonably requested. This information shall be provided to the Company in writing in accordance with Condition 19.

- 6.2. The Customer shall notify the Company in writing in accordance with Condition 14 of any previously held or current accounts with the Company held by the Customer or a Related Customer or any other previous or existing customer/supplier or similar relationships.

## **7. Customer responsibilities**

- 7.1. The Customer acknowledges and agrees that:
  - 7.1.1. the Customer shall be responsible for the water and waste water pipework in, on or under the Property, including responsibility for any loss of water or for any water or waste water flooding arising from the condition of-said pipework; and
  - 7.1.2. the Customer shall become the owner of the water supplied to it when it reaches the Connection Point and that the Customer shall be responsible for the risk of flooding, together with any other losses the Customer or any other person may suffer in connection with the supply of the water.
  - 7.1.3. the Customer shall provide the Company with reasonable assistance to carry out the Services including, but not limited to, providing relevant and timely information about the Customer and Property or Properties.

## **8. Charges**

- 8.1. The charges levied by the Company, and the basis under which the Company calculates the Charges for the Services, are set out in the Charging Statement, as supplemented by the Water and Waste Water Supply Contract.
- 8.2. Unless otherwise agreed in writing with the Customer, the Company shall levy an annual uplift on the Wholesale Tariff, as outlined in the Proposal or Service Offering. Wholesale Tariffs shall be set by the Wholesalers for the period beginning April of a given year to end March of the following year. The Company has no influence over Wholesale Tariffs. The Company shall inform the Customer of the changes to Wholesale Tariffs prior to their effective date.
- 8.3. The Company may recover from the Customer its reasonable costs and losses including lost charges (subject to any default maximum tariffs which may apply under the Market Regulations) which relate to any breach by the Customer of the Contract, including costs and losses in connection with or resulting from:
  - 8.3.1. recovering unpaid charges; or
  - 8.3.2. any change to payment methods, if the Customer has agreed to pay the charges for the Services by direct debit; or
  - 8.3.3. The Company or any Wholesaler attending the Property in connection with a breach of the Contract, including should the Customer fail to keep to an agreed appointment or fail to allow access to a Property in accordance with Condition 12.1; or
  - 8.3.4. correcting the unauthorised removal of, obstruction of, damage to, tampering with or the fitting of devices to a meter or metering equipment; or
  - 8.3.5. a leak in the supply to the Property (irrespective of whether such leak occurs inside or outside the Property);or
  - 8.3.6. charges levied by any Wholesaler against The Company due to any breach of the Water Regulations and/or Scottish Water Byelaw, or applicable Law by the Customer.
- 8.4. The Company may recover from the Customer any charges levied on the Company by the Wholesaler in relation to the Customer, including any relating to the disorderly exit of the Customer, including but not limited to default or bankruptcy of the Customer, irrespective of whether (i) the Company delivered the relevant services and/or supplies to that Customer which are the subject of the Charges and (ii) the Company was the water retailer for the Customer at the time the Charges were incurred.

- 8.5. All Charges shall have applicable taxes or duties applied, including VAT at the then current rate.
- 8.6. For the recovery of lost Charges due to Customer breach in relation to metering equipment, The Company shall be permitted to assess the amount of Charges lost during the period of said breach by referring to the most recent average daily use at the Supply Point before the metering equipment stopped recording usage accurately.
- 8.7. Should a leak allowance be granted by the Wholesaler, the Company shall refund to the Customer those charges paid by the Customer to the Company which have been paid or are payable by the Wholesaler to the Company as part of the leak allowance payment.
- 8.8. Should the Company be successful in securing a reduction in the Wholesale Tariff from the Wholesaler through Section 16 of the Water Act 2014, the reduced Wholesale Tariff shall be passed through to the Customer directly, with the Company's uplift levied in addition to this, as agreed by the Parties;
- 8.9. The Company shall return any refunds or credits issued by the Wholesaler in relation to the Customer's site(s) to the Customer in a reasonable timeframe.
- 8.10. The Company accepts no liability to the Customer for the Customer's failure to secure any payment exemptions for which the Customer is eligible, and the award of any such payment exemptions to the Customer shall have no retrospective effect on charges paid or payable by the Customer to the Company.

## 9. Payment

- 9.1. The Customer shall pay the Company the Charges for the Services in accordance with the Contract Document and/or the Water and Waste Water Supply Contract (as applicable), and any other amounts properly due in connection with the Contract.
- 9.2. The Company may issue a bill or adjust any bill already issued:
  - 9.2.1. should there be a reassessment of the rateable value or business rates of a Property resulting from any change of use, extension or addition to that Property, which change impacts on the charges for the Services; or
  - 9.2.2. should the Customer own, lease or otherwise use a Property for which the Customer has not paid charges for Services supplied to that Property; or
  - 9.2.3. should information relating to the Trade Effluent consent be retrospectively applied as set out in the Charging Statement;  
in which case the bill may be backdated to the date of any reassessment of rateable value, to the date on which the Customer first occupied the Property (as applicable) or to such date as mandated by the Wholesale Tariff applicable to the relevant Wholesaler.
- 9.3. Each bill issued by the Company shall contain the Minimum Information Requirements.
- 9.4. The Company shall issue each bill to the Customer electronically, which shall constitute receipt by the Customer. Should the Customer dispute any part of a bill, the Customer shall pay the undisputed amount.
- 9.5. Should the Customer dispute all or part of a bill based on whether particular Services referred to in the bill are being provided in whole or in part, the Company shall instruct the Wholesaler to verify whether such disputed Services are or are not being provided. In the event that the Services are verified as being provided, then the Company may recover from the Customer the verification costs due to the Wholesaler.

- 9.6. The Company shall charge interest at the rate of 4% a year above the Bank of England base rate for the period from the date 10 calendar days after the due date until payment.
- 9.7. Should the Customer agree to pay the charges for the Services by direct debit, the Company may change, without notice to the Customer and with immediate effect by notice to the Customer's bank, the amount payable by the Customer to reflect its entire liability to the Company pursuant to the Contract. The failure of any payment due under the Contract by direct debit (for any reason) shall not affect the Customer's liability to make that payment through other means.
- 9.8. Should the Customer make a payment which is not sufficient to cover all charges due, the payment shall be administered in the following order:
  - 9.8.1. against water or waste water charges which have been unpaid taking the oldest debt first
  - 9.8.2. split equally against water and waste water charges (to the extent such are unpaid) until the charges for one are fully paid; and
  - 9.8.3. should there be any amount remaining, that amount to be used to pay any other outstanding charges.

## **10. Refundable deposit**

- 10.1. At any time, the Company may request the payment of a refundable deposit by the Customer for such amount as determined by the Company, acting reasonably.
- 10.2. A request for a refundable deposit shall be accompanied by a statement from the Company as to the reason the refundable deposit has been requested and the purpose for which it will held and used and any such other relevant information as determined by the Company from time to time.
- 10.3. When requested, the amount of the refundable deposit shall be immediately payable by the Customer to the Company.
- 10.4. The Company may use the refundable deposit to pay any charges or other amounts due by the Customer pursuant to the Contract, but otherwise shall hold, use and repay the refundable deposit in accordance with the statement provided.

## **11. Meters**

- 11.1. The Customer authorises the Company to make the metering arrangements determined by the Company, acting reasonably, to be necessary in connection with the Services, including installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting meters and metering equipment at the Property.
- 11.2. The Customer shall, at its own cost, procure the approval of any third party needed to allow the Company to make any arrangements in accordance with Condition 11.1, and shall provide evidence of such approval to the Company on request.
- 11.3. Unless agreed otherwise in writing, ownership of the meter and metering equipment shall not be transferred to the Customer and shall remain the property of the Wholesaler or the Company or any other person providing it.
- 11.4. The Customer shall not remove the meter or the metering equipment and shall take all reasonable care to keep the meter and metering equipment free from obstruction or damage (including damage by frost) and interference.

- 11.5. A Customer may fit any device to a meter or metering equipment, including a Data Logger, provided it has the prior written approval of the Company (and for the avoidance of doubt, no fitting shall be approved unless undertaken by an accredited fitter).
- 11.6. An authorisation granted to the Company may be exercised by it and/or by the Wholesaler, and include access for the employees, contractors or representatives of the Company and the Wholesaler.

## 12. Access

- 12.1. At all reasonable times, the Customer shall allow the Company safe and unobstructed access (by vehicle in appropriate cases) to the Property, including access to the meter, metering equipment and associated pipework to:
  - 12.1.1. undertake work in connection with a meter, metering equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a meter, metering equipment or associated pipework;
  - 12.1.2. disconnect the supply;
  - 12.1.3. disconnect the supply of another customer with whom the Customer shares that supply;
  - 12.1.4. disconnect and/or uplift (as appropriate) the meter or other equipment owned by the Company and/or the Wholesaler (should the Services be terminated);
  - 12.1.5. inspect or test a meter or connection not owned or provided by or for the Company and/or the Wholesaler;
  - 12.1.6. allow the Company to adhere to the Market Regulations;
  - 12.1.7. sample water quality; or
  - 12.1.8. sample or monitor trade effluent.
- 12.2. The Company shall have access for the purposes described in Condition 12.1 at any time if:
  - 12.2.1. there is danger to life, health or property in connection with the supply; or
  - 12.2.2. access is required/allowed by law.
- 12.3. The access rights granted to the Company may be exercised by it and/or by the Wholesaler, and include access for the employees, contractors or representatives of the Company and the Wholesaler.
- 12.4. Should access required by the Contract be denied by the Customer, the Company may seek a court order to allow access (or may instruct the Wholesaler so to do) and the Company may recover from the Customer all reasonable costs associated with applying for and obtaining such court order, whether such costs are those which the Company shall be liable to pay the Wholesaler or otherwise.

## 13. Disconnections and reconnections

- 13.1. The Company may temporarily disconnect a supply of water services and/or waste water services to a Property, should:
  - 13.1.1. the Customer not pay an amount properly payable in accordance with the Contract (including a refundable deposit);
  - 13.1.2. the Customer not allow the Company or its agents access to a water meter;
  - 13.1.3. the Customer not adhere to the Water Regulations and/or Scottish Water Byelaws; or
  - 13.1.4. the Customer request a temporary disconnection.
- 13.2. Prior to temporary disconnection of the Services to a Property in accordance with Conditions 13.1.1 or 13.1.2, the Company shall issue a Disconnection Warning Notice to the Customer.

- 13.3. Should the Company temporarily disconnect a supply of Services in accordance with Condition 13.1, the Company shall charge the Customer the appropriate disconnection charge as set out in the Charging Statement.
- 13.4. The Company may permanently disconnect the supply to a Property in accordance with the relevant Market Codes should:
  - 13.4.1. the Customer illegally use the Services (if the illegal use is of water services, the supply of water services shall be disconnected and if the illegal use is of waste water services, the supply of waste water services shall be disconnected);
  - 13.4.2. the Customer request such permanent disconnection; or
  - 13.4.3. the Customer be disconnected on a temporary basis (whether water or waste water services) for three months or more.
- 13.5. The Customer shall indemnify the Company for any or all costs incurred by the Company in undertaking a permanent disconnection at a Customer's Property.
- 13.6. Should the Company disconnect a supply of Services to a Property on a temporary basis, and the Customer requests reconnection and has paid in advance to the Company the appropriate reconnection fee as set out in the Charging Statement, then The Company shall reconnect:
  - 13.6.1. should the temporary disconnection be due to non-payment, denying access to a water meter or failure to provide a refundable deposit, the breach has been remedied; or
  - 13.6.2. should the temporary disconnection be as a result of the Customer not adhering to the Water Regulations and/or Scottish Water Byelaws or any consent needed for trade effluent, the Company receives confirmation from the Wholesaler that the breach has been remedied.
- 13.7. Should the Company permanently disconnect a Property the Customer shall need to apply for a new connection should it require reconnection, and the Company shall not re-connect pursuant to this Contract.
- 13.8. Following a temporary disconnection, should the Customer without appropriate authority procure or allow a physical reconnection to be carried out then the Customer shall be liable for the charges for all of the Services used following that connection as set out in the Charging Statement.

#### **14. Termination**

- 14.1. This Contract shall only be terminated in accordance with this Condition 14.
- 14.2. Should the Company disconnect permanently a Property, the Contract as it relates to that Property will cease to apply at the date of disconnection (subject to Condition 15.1);
- 14.3. Subject to Clause 14.7, a Customer may terminate this Contract for any Property on an annual basis by giving the Company 50 (fifty) Business Days' notice prior to the anniversary of the contract, and such notice shall provide whether such termination shall apply for the supply of water service, waste water services or both.
- 14.4. The Company may terminate this Contract in relation to a Property should an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, interim trustee in bankruptcy, trustee appointed by trust deed, judicial factor or other similar office-holder is appointed to the Customer or over all or any of the Customer's assets or equivalent in another jurisdiction.

- 14.5. The Company may terminate this Contract in relation to a Property should the Property become Household.
- 14.6. The Company may terminate this Contract should it request a refundable deposit pursuant to Condition 10 and it is not provided by the Customer.
- 14.7. The Parties acknowledge and agree that a Customer may not terminate this Contract and/or switch retail water supplier if, at the date of purported termination, the Customer has any unpaid invoices which were issued by The Company 90 (ninety) days or more prior to the purported date of termination.

## **15. Consequences of termination**

- 15.1. Termination of the Contract shall have no effect on the accrued rights of both the Company and the Customer and those Conditions which expressly or impliedly have effect after termination shall continue in full force and effect.
- 15.2. Should this Contract terminate for any reason, or if the Customer has submitted an application to switch from the Company to another licenced supplier, all amounts due to the Company under this Contract shall become immediately due and payable by the Customer (without prejudice to any right to claim for interest).
- 15.3. Following the settlement of all amounts due to the Company should there remain any part of a refundable deposit held pursuant to Condition 10 such amount shall be repaid to the Customer within 30 working days.
- 15.4. Should the Contract terminate in relation to part of the Services, the Contract shall continue to apply in respect of those parts of the Services which are not terminated.
- 15.5. Should a notice of termination of the Contract (in whole or part) be served by the Customer, the Company may ask the Customer to provide a final meter reading, further to which the Customer shall provide such final meter reading.
- 15.6. Should the Customer not provide an accurate final meter reading in accordance with Condition 15.5, the Customer may be liable for the difference between the meter reading upon which the final bill was based, or the final estimated bill, and the next meter reading.

## **16. Personal information**

- 16.1. In providing the Services, the Company shall:
  - 16.1.1. comply with all applicable Data Protection Laws;
  - 16.1.2. Process any Personal Data in accordance with the Information Security Management Policy as may be amended from time to time, a current copy of which is available on request;
  - 16.1.3. take on the role of 'Data Controller' in relation to any data associated with the Services.
- 16.2. The Company shall use Personal Data provided to it:
  - 16.2.1. in order to supply the Services to the Customer;
  - 16.2.2. in order to process Customer payments for the Services. And
  - 16.2.3. for any other purpose or use to which the Customer consents to from time to time, in accordance with Condition 16.1.



## **17. Code of Practice**

- 17.1. The Company shall comply with Ofwat's Code of Practice for non-household retailers, to the extent applicable.

## **18. Complaints**

- 18.1. Customers may use and the Company shall comply with the Customer Complaints Procedure.

## **19. Notices**

- 19.1. Where any notice or other communication requires to be made under this Contract, it shall be in writing and marked for the attention of the person or persons notified for that purpose. Written notices shall be sent via post or submitted electronically via email.

- 19.2. A notice shall be treated as having been received if:

- 19.2.1. delivered by hand (including courier) within Delivery Hours, when so delivered;
- 19.2.2. delivered by hand (including courier) outside Delivery Hours, at the next start of Delivery Hours;
- 19.2.3. sent by first class pre-paid post, guaranteed next day delivery, post with delivery confirmation or receipt (for example, special delivery):
  - 19.2.3.1. and posted on a Business Day, the later of actual receipt and 9am on the Business Day after posting; and
  - 19.2.3.2. and not posted on a Business Day, the later of actual receipt and 9am on the second Business Day after posting;
- 19.2.4. sent by email or any other electronic means during a Business Day, it is received on that Business Day; and
- 19.2.5. sent by email or any other electronic means outside of a Business Day it is received the following Business Day.

- 19.3. In proving that notice has been given, it shall be conclusive evidence to demonstrate that delivery was made, or that the envelope containing the notice was properly addressed and posted (as the case may be).

## **20. Changes**

- 20.1. The Company may notify the Customer of a change to these Standard Terms and Conditions, and such changes shall apply from the date of such notice.
- 20.2. The Customer agrees that if the Customer continues to receive the Services after the date of notice served in accordance with Condition 19.1, the Customer shall be deemed to have accepted the revised Standard Terms and Conditions.

## **21. Liability**

- 21.1. Should the Company fail to meet the Service Standards in delivery of the Services, the Company shall be liable to the Customer for compensation payable in accordance with the Service Standards.
- 21.2. Except as set out in the Service Standards, and subject to Condition 20.4, the Company shall not be liable to the Customer for any:
- 21.2.1. loss of revenue;
  - 21.2.2. loss of profit;
  - 21.2.3. loss of contract;

- 21.2.4. business interruption;
- 21.2.5. depletion of goodwill and/or similar losses;
- 21.2.6. loss of anticipated savings;
- 21.2.7. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (including for lack of, or defective quality of, water);
- 21.2.8. infringement of any third party's intellectual property rights in respect of the of the provision of the Services or otherwise;
- 21.2.9. any faults in a meter or metering equipment which The Company or the Wholesaler do not own or have not provided, or for any resulting loss, cost, damage or injury;
- 21.2.10. any faults in a meter or metering equipment resulting from the Customer fitting any device to or tampering with that meter or metering equipment;
- 21.2.11. any loss, cost, damage or injury resulting from the Customer fitting any device to or tampering with a meter or metering equipment; or
- 21.2.12. any loss, cost, damage or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by the Company or its employees or agents,

however it is caused, even if it could have reasonably been foreseen.

21.3. The Company's total liability to the Customer in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract or the use of the Services by the Customer will in all circumstances not exceed the amount of £50,000 for each incident or series of related incidents.

21.4. Nothing in this Contract excludes or limits for the liability of the Company for:

- 21.4.1. death or personal injury resulting from its negligence or that of any of its officers, employees or agents; or
- 21.4.2. for fraudulent misrepresentation.

21.5. Except as set out in the Service Standards, the maximum liability of the Company to the Customer for loss or damage caused to the Customer for any act or failure to act by the Wholesaler is the amount (if any) that The Company is entitled to recover from the Wholesaler.

21.6. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.

## 22. General

22.1. The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract. No waiver shall be effective unless it is expressly stated to be a waiver in a notice to the other Party.

22.2. Each Party shall do and procure to be done any further acts and things and will sign and procure to be signed any other documents as the other Party may reasonably require for the purposes of giving that Party the full benefit of the provisions of this Contract. The cost of all actions and steps taken pursuant to this Condition 21.2 shall be borne by the Party requiring them to be done.

22.3. If at any time any provision of this Contract is or becomes invalid or illegal in any respect, such provision shall be deemed to be severed from this Contract, but the validity, legality and

enforceability of the remaining provisions of this Contract shall not be affected or impaired thereby.

22.4. The Customer may not transfer any of its rights or responsibilities under this Contract to another person without the Company's prior written permission.

22.5. The Company may transfer any of its rights or responsibilities to another appropriately licenced supplier or sub-contractor which exceeds the relevant minimum standards.

**23. Law and Jurisdiction**

23.1. This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts.

23.2. The Customer agrees that the Company shall be entitled to demand that all payments be made by the Customer to the Company's principal place of business at N105 Vox Studios, 1-45 Durham Street, London, SE11 5JH.

The Parties agree to be bound by these Terms & Conditions.

Signed by an authorised signatory for and on behalf of **THE WATER RETAIL COMPANY LIMITED** in the presence of a witness: )  
)  
)

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Position**

In the presence of:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Print Name**

N105 Vox Studios, 1-45 Durham Street,  
London. SE11 5JH.

\_\_\_\_\_  
**Address**

Signed by an authorised signatory for and on behalf of **CUSTOMER** in the presence of a witness: )  
)  
)

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**Authorised Signatory**

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**Print Name**

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**Position**

In the presence of:

---

**Witness**

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**Print Name**

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**Address**

## Appendix 1

### Defined terms

**"Business Day"** – any day other than a Saturday or Sunday or a bank holiday in England;

**"Charges"** – the charges for the services delivered by the Company;

**"Charging Statement"** – the charging statement made by the Company which outlines their charging methodology and shall be compliant with the Charging Rules which sets out the Charges;

**"Charging Rules"** – the rules made by Ofwat which regulate various charges that undertakers are allowed to impose on various parties;

**"Code of Practice"** – the code of practice for non-household retailers, published by Ofwat in May 2016, in relation to customer protection in the business water market and as may be amended from time to time;

**"Customer Complaint Procedure"** – the complaints handling process which the Company has in place in accordance with Condition 10 of the Customer Protection Code of Practice;

**"Connection Point"** – in relation to any Supply Point, the point at which the private pipework supplying water for the Supply Point connects to the public water supply system;

**"Contract"** – has the meaning given to it in Condition 2;

**"Data Controller"** – an organisation of individuals who control the overall purpose and means of data collection, storage and management, and who protects the rights of the data subject (the Customer);

**“Data Logger”** – an electronic data logging device which monitors, records and retransmits the pulsed output from the meter;

**"Data Protection Laws"** – all statutes, laws, secondary legislation and regulations pertaining to data protection in force in the UK and as may be amended, updated, reinstated or replaced from time to time;

**“Delivery Hours”** – means 09.00 to 17.00 on a day which is not a Saturday or Sunday or a bank holiday in England;

**“Disconnection Notice”** – means a notice from the Company to the Customer to advise that services will be temporarily disconnected for reasons including, but not limited to, non-payment, illegal practice or breach of contract;

**“Household”** means, in relation to any property that it is a ‘dwelling’ within the meaning of Part II of the Local Government Finance Act 1992;

**“Instruments of Appointment”** – means the document authorising an undertaker to operate a water and/or sewerage network in a specified area, subject to conditions contained in the relevant instrument;

**“Law”** – means all applicable law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Customer and/or the Company (as applicable) is bound to comply, including but not limited to the Water Supply (Water Fittings) Regulations 2000;

**“Market Arrangements Code”** means the non-statutory code, established by conditions in Water Supply and Sewerage licenses and Instruments of Appointment, which establish how the market will operate, including the panel to help oversee the codes of practice and any changes to these;

**“Market Regulations”** means the Water Supply and Sewerage Licence, the Market Arrangements Code, the Charging Rules, the Wholesale-Retail Code, and the Customer Protection Code of Practice;

**“Minimum Information Requirements”** - has the meaning given to it in the Customer Protection Code of Practice;

**“Ofwat”** – the Water Services Regulation Authority, acting as the economic regulator for Water and Sewerage Services in England and Wales.

**"Personal Data"** – has the meaning given to that term in the Data Protection Act 1998, as amended or varied from time to time;

**"Property"** – means:

- a) in terms of supplying water, premises which are (or are to be) connected to the public water supply system; and
- b) in terms of providing waste water services, premises which are (or are to be) connected to the public sewerage system,

and which are to receive the Services in accordance with these terms and conditions, and which are not Household (apart from the residential part of properties which are part residential within the meaning of Part II of the Local Government Finance Act 1992), and which prior to the

application of these Standard Terms and Conditions may be serviced by another licensed provider;

**“Refundable Deposit”** - means a sum of money deposited by the Customer at the request of the Company which will be held or used by the Company for a purpose which is made clear at the time of request. Any monies remaining at the end of the term will be released to the Customer.

**“Related Customer”** - means a company which is in the same group as the Customer (being a holding company or subsidiary company of the Customer as defined in section 1159 of the Companies Act 2006 and any other company which is itself a subsidiary company of such a holding company, or a company which has a director who is also a director of the Customer;

**“Scottish Water Byelaws”** – the byelaws in force from time to time and made by Scottish Water under section 70 of the Water (Scotland) Act 1980 to prevent waste, undue consumption, misuse or contamination of water;

**“Service Standards”** – the document issued by the Company from time to time providing information about the Company's Service Standards;

**“Supply Point”** – in terms of water services or waste water services, the supply point for a Property which is registered to the Company for providing water services or waste water services;

**“Water Industry Commission for Scotland”** – the organisation with that name set up under section 1 of the Water Industry (Scotland) Act 2002 to promote the interests of people whose premises are connected to the public water supply system or the public sewerage system, or both.

**“Water Supply and Sewerage Licence”** – means the document authorizing the Company to supply water and/or sewerage services to eligible non-household customers;

**“Water and Waste Water Supply Contract”** – means the contract between the Customer and the Company setting out specific terms and conditions.

**“Water Regulations”** – the regulations to prevent waste, undue consumption, misuse or contamination of water;

**“Wholesale Tariff”** – the applicable annual statement produced by each Wholesaler outlining their charges for the period April to March of the following year;

**“Wholesaler”** – means the regulated regional company which is responsible for providing water and/or sewerage services to a Property.

**“Wholesale-Retail Code”** – the code of that name issued by Ofwat under sections 66DA and 117F of the Water Industry Act 1991, as amended from time to time, which sets out the rules (including business terms, operational terms and market terms) which apply to agreements between undertakers and licensees.

## Appendix 2

### Rules of interpretation which apply to these Standard Terms and Conditions

1. Headings are for ease of reference only and shall not affect the construction or interpretation of these Standard Terms and Conditions.
2. In these Standard Terms and Conditions:
  - 2.1. the singular shall include the plural and vice versa and reference to one gender shall include any other gender, and references to persons shall include firms and bodies corporate;
  - 2.2. reference to a Condition is to the relevant condition of these Standard Terms and Conditions unless otherwise stated;
  - 2.3. any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to:
    - 2.3.1. such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
    - 2.3.2. any former legislation which it re-enacts, consolidates or enacts in rewritten form;
  - 2.4. any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term;
  - 2.5. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words which precede those terms;
  - 2.6. any reference to a "company" shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and
  - 2.7. any reference to any other document is a reference to that other document as amended, varied, supplemented, or novated (in each case, other than in breach of the provisions of these Standard Terms and Conditions) at any time.