

BUSINESS WATER STANDARD TERMS AND CONDITIONS

Version 1.1



WATER

CONTENTS

1.	The Contract	2
2.	Our Charges	3
3.	Payment	4
4.	Refundable Deposit	7
5.	Meters, Access and Providing Information and Help	7
6.	Disconnections and Reconnections	9
7.	Ending the Contract With You or Changing or Leaving Property we Supply	11
8.	Our Responsibility For Loss or Damage	13
9.	Personal Information	13
10.	Types of Bill Charges	14
11.	General	15
12.	Words and Phrases Used in These Terms and Conditions	16

GENERAL

These Conditions, together with the other Contract Documents, set out the Terms and Conditions on which we will provide Services to you at the Property or Properties where you use our Services (being the contract). These Conditions were last updated on 19/08/2023 and are effective from 20/10/2023.

Certain words or phrases used in these Conditions are highlighted in bold and italics. This means that we have given those words or phrases specific meanings, which are set out in Condition 11. In this document, 'you' or "your" refers to you, our customer, and 'we', 'us' or 'our' refers to Yu Water Limited (company number 09918643).

1. THE CONTRACT

- (a) Your Contract with us begins on the Contract Start Date. These Conditions apply from the Contract Agreed Date. They then continue unless the contract ends in accordance with Condition 7.
- (b) In the event that there is any conflict or inconsistency between your Contract and these Conditions then these Conditions shall have precedence.
- (c) You acknowledge and agree that we are entitled to amend the terms of any of the Contract Documents at any time provided that we give at least 30 days' notice of any material changes. Our notice to you will specify the effective date of the relevant amendment(s), and you will be deemed to have accepted any such amendment(s) if you continue to receive the Services after that date.
- (d) As well as your responsibilities under these Conditions, you agree that you will comply with any laws, permits and consents which apply to you in relation to the Services, including but not limited to, any consent needed for trade effluent in accordance with the Water Regulations and, in relation to any meter or metering equipment at the Property.
- (e) You accept that you, or the Property owner, have responsibility for the water and wastewater pipe work in, on or under any Property, including responsibility for any loss of water or for any water or wastewater flooding arising from the condition of that pipe work. You will be the owner of, and responsible for (including for risk of loss and risk of flooding), the water supplied to you at the Connection Point. However, nothing in this Condition will transfer any risk we or Water Undertakers have under any duty placed on us or on Water Undertakers by any law.

BUSINESS WATER STANDARD TERMS AND CONDITIONS



WATER

1. The Contract

- (f) You agree to tell us about any change to any Property, or to how it is used, that would result in it no longer being an Eligible Property. You also agree that you will tell us about any reassessment (including the date that reassessment applied from) of the rateable value of any Property resulting from any change of use, extension, or addition to that Property.
- (g) In providing Services to you, we will comply with the Directions, the Default Standards, and the Codes.

2. OUR CHARGES

- (a) You will find our charges, and the basis on which we work out our charges, in your Contract and in our Charging Statement.
- (b) The following conditions apply to your charges:
 - (i) If a Property is metered, your bills for water and wastewater services will be based on meter readings or estimated meter readings.
 - (ii) Bills for trade effluent services will take account of the nature of the effluent discharged and will be made up of:
 - (1) An Availability Charge; and
 - (2) An operational charge based on meter readings or estimated meter readings. We normally send out bills every month, every 3 months, or every year.
 - (iii) If we install an extra metering device on the meter at a Property and this is activated for billing purposes, bills for water, wastewater and trade effluent Services may be based on automated meter readings. We reserve the right to carry out a yearly check based on any reading submitted by you.
 - (iv) If a Property does not have a meter, your charges for water and wastewater services will be based on the Property's rateable value or assessed usage.
 - (v) If you share a meter with multiple other Properties, you, or your landlord (if you have one), must come to an agreement with the other Properties as to proportionate payment for water and wastewater services.
 - (vi) We normally charge for Property drainage and roads drainage as often as we charge for your water and wastewater services and these charges will normally be based on the Property's rateable value unless we tell you otherwise.

BUSINESS WATER STANDARD TERMS AND CONDITIONS



WATER

2. Our Charges

- (vii) Your Retail Charge is as set out in your Contract, regardless of whether we supply only your water, or only your wastewater or both.
- (viii) You are responsible for paying all Water Undertaker charges for your clean water, wastewater, and drainage services, regardless of the situation. In the event of a leak on your pipework resulting in a high bill, we will negotiate with the Water Undertaker on your behalf to minimise their charges and claim any applicable allowances.
- (c) In addition to our charges, we may also recover our reasonable costs if you fail to keep to your responsibilities under these Conditions. These may include, but are not limited to, costs in connection with:

 - (i) Recovering unpaid charges;
 - (ii) Going to a Property because you have failed to comply with these Conditions;
 - (iii) You failing to keep an agreed appointment at a Property;
 - (iv) You failing to allow access to a Property under Condition 5e; or v) Any unauthorised removal of, obstruction of, damage to, or tampering with a meter or metering equipment or in connection with fitting a device to a meter or metering equipment
- (d) All our charges will also have UK tax or duty charged on them, including VAT at the current rate, where applicable.
- (e) We may offer you services on top of those for which charges are set out in your Contract. If we do, we will explain our charges for those services and whether there are any supplemental Terms and Conditions. We may bill you for those services separately, or along with your bills for water or wastewater services or trade effluent services.

3. PAYMENT

- (a) You agree to pay us for the Services you receive and to pay any other charges properly due in connection with these Conditions. Your Contract specifies when and at what frequency your payments must be made.
- (b) Your billing date will be based on your Contract Start Date. We will invoice monthly in arrears.

BUSINESS WATER STANDARD TERMS AND CONDITIONS



WATER

3. Payment

- (c)** We can send you a bill or adjust any bill we have already sent you if:
 - (i)** You tell us about any reassessment of the rateable value of a Property resulting from any change of use, extension, or addition to that Property;
 - (ii)** We become aware of any reassessment;
 - (iii)** We become aware that you own, lease, or otherwise use a Property for which you have not paid charges for Services which we have supplied to that Property; or
 - (iv)** We become aware of a change of any other data item which affects the aggregate charges a Water Undertaker charges to us in relation to the Services, including, but not limited to:
 - (1)** Drainage surface area;
 - (2)** Meter information and data;
 - (3)** Maximum daily demand;
 - (4)** Assessed volumes; and/or
 - (5)** Trade effluent quality
- (d)** All bills must be paid by Direct Debit, unless previously agreed by us in writing.
- (e)** If you cancel a Direct Debit and do not reinstate Direct Debit as your payment method within 5 Business Days without our express permission in writing, we can require you to pay using another payment method.
- (f)** Unless we have agreed otherwise in writing, you must pay your bill in full within the time period agreed in your Contract. If you disagree with part of a bill, you must pay us the amount for the parts you do agree with.
- (g)** If you disagree with your bill, you must contact us before your invoice is due for payment to confirm whether we accept that you have a valid reason for withholding payment. For example, where there is evidence that your bill was incorrect at the time of issue we will agree that you do not need to pay the charges until we have investigated and corrected any error. If we have not agreed that you have a valid reason for withholding payment, then you will be liable to pay late payment charges.
- (h)** If you do not pay your bill (or the part of it you do agree with) when we remind you, we will charge you a late payment fee and we may charge you interest at the rate of 8% a year above the Bank of England bank rate from the day after your invoice due date. In addition, we may also charge our reasonable costs for recovering any money you owe us that becomes overdue.

BUSINESS WATER STANDARD TERMS AND CONDITIONS



WATER

3. Payment

- (i)** If you raise a valid query on your bill we will inform you in writing when we have resolved this along with notification of any outstanding charges to be paid. If these are not paid within 10 Business Days, you will be liable to pay late payment charges in line with Condition 3h unless another valid query is raised as per Condition 3g.
- (j)** We will be entitled, every month or over longer periods, to change the amount you owe to reflect the value of the amounts we have billed you for under Conditions 3c We do not have to give you notice to do this and the change will take place immediately.
- (k)** If your bank fails to honour a payment because you do not have sufficient funds in your account, we may change the payment arrangements immediately (e.g. from Direct Debit to BACS you maybe subject to an additional charge per payment). You will then be responsible for paying all water and wastewater Services supplied in line with the new payment arrangements, together with all other costs we must pay in connection with the new arrangements.
- (l)** If you repeatedly fail to pay your bills by the due date for payment (as detailed in Condition 3f), we may disconnect your supply in accordance with Water Regulations.
- (m)** If we supply, you with both water and wastewater services and the contract end for either of them, you will pay the relevant price for the supply which still continues.
- (n)** If we supply you with both water and wastewater services and you make a payment but do not tell us that it relates to particular charges, and that payment is not enough to cover all charges due, we will use your payment in the following order:
 - (i)** To pay water or wastewater charges which are still due 90 days or more after being billed for them (paying the oldest debt first);
 - (ii)** We then use any amount equally between water and wastewater charges until the charges for either are fully paid; and
 - (iii)** If there is any amount left over, we use it to pay any other charges which are owed to us.

4. REFUNDABLE DEPOSIT

- (a) If you fail to make payment on time on 3 or more occasions, or if your credit rating drops below our credit threshold, we may ask you to pay a refundable deposit. If we do this, we will explain the reason why we are asking for it and the purpose for which we will use it. You must pay the refundable deposit within 14 days of our request. If you do not pay a refundable deposit when we ask, we may disconnect your supply.
- (b) We will hold, and repay, any refundable deposit in the way explained in our request made under Condition 4a, and we can also use your refundable deposit, including any interest, to pay charges you owe under the Contract.

5. METERS, ACCESS AND PROVIDING INFORMATION AND HELP

- (a) If a Property is metered, we may ask you to give us meter readings. If you agree to do so, and then fail to provide a meter reading when we ask, you will allow us (or one of our agents) to take a meter reading.
- (b) You agree to us making any arrangements needed on your behalf in connection with the Services, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting, and reconnecting meters and metering equipment. If we need the permission of someone else (for example, if you are a tenant under a lease), permission from the landlord so we can carry out any work in connection with the Services, you must get that permission (and pay any costs involved). If we ask, you must show us proof that you have this permission.
- (c) Where a meter and/or associated metering equipment has been provided by Water Undertakers, it will remain the property of Water Undertakers, and you must not remove the meter or the metering equipment, unless we agree otherwise in writing. You must take reasonable care to keep the meter and metering equipment free from obstruction or damage and interference. Unauthorised tampering with a meter is an offence under Water Regulations. If you fit a meter or any device to a meter or metering equipment, including a data logger, you must give us details of that device.
- (d) If damage to a meter or metering equipment is caused by frost, or by any device you have fitted to the meter or metering equipment, or by anyone other than us or Water Undertakers or our or their employees or agents, we may recover from you any loss of charges we suffer as a result of that damage. For this purpose, we will assess the amount of charges lost during the period of damage by referring to the most recent average daily use at the Supply Point before the meter stopped recording usage accurately.

BUSINESS WATER STANDARD TERMS AND CONDITIONS

5. Meters, Access and Providing Information and Help



WATER

- (e)** At all reasonable times, you must allow us, Water Undertakers, and any of our employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any Property covered by the Contract, and to the meter, metering equipment and associated pipework to:
 - (i)** Do anything 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;
 - (ii)** Disconnect your supply;
 - (iii)** Disconnect the supply of another customer with whom you share that supply;
 - (iv)** Collect the meter or any other equipment we or Water Undertakers own (if you stop receiving a supply from us);
 - (v)** Inspect or test a meter or connection not owned by or provided for us or a Water Undertaker;
 - (vi)** Allow us to comply with the Water Regulations, the Codes, and the Directions;
 - (vii)** Sample water quality; or
 - (viii)** Sample or monitor trade effluent.
- (f)** You must also allow us, Water Undertakers, and any of our employees or agents, safe and unobstructed access (by vehicle in appropriate cases) at any time if there is danger to life, health, or Property in connection with the supply, or if we need access by law.
- (g)** Water meters are usually the property and responsibility of Water Undertakers. We are not responsible for:
 - (i)** Any faults in a meter or metering equipment which we do not own or have not provided, or for any resulting loss, cost, damage, or injury;
 - (ii)** Any faults in a meter or metering equipment resulting from you fitting any device to or tampering with that meter or metering equipment;
 - (iii)** Any loss, cost, damage, or injury resulting from you fitting any device to or tampering with a meter or metering equipment; or
 - (iv)** Any loss, cost, damage, or injury resulting from installing a meter or metering equipment, unless the meter or metering equipment is installed by us or our employees or agents.

BUSINESS WATER STANDARD TERMS AND CONDITIONS

5. Meters, Access and Providing Information and Help



WATER

- (h) In order for us to comply with Water Regulations, the Codes, and the Directions or so we can carry out our responsibilities under these Conditions, we may require you to give us information or other help. For example, we may be asked to submit information to Ofwat which we do not have readily available and need to collect from you. You agree that you will do all you reasonably can to give us this information or help within the timescales we ask.

6. DISCONNECTIONS AND RECONNECTIONS

- (a) We can temporarily disconnect your supply of water services to a Property, but only in accordance with Water Regulations, if:
 - (i) You do not pay an amount properly due for water services (in which case we must issue you with a Disconnection Warning Notice);
 - (ii) You do not allow us access to a water meter (in which case we must issue you with a Disconnection Warning Notice);
 - (iii) You refuse to provide a refundable deposit (in which case we must issue you with a Disconnection Warning Notice);
 - (iv) You do not comply with the Water Regulations; or
 - (v) You ask us to disconnect your water supply on a temporary basis, for example if the Property is being refurbished. If we do disconnect your water supply temporarily, you must pay the applicable disconnection charge notified to you.
- (b) We can temporarily disconnect your supply of trade effluent services, if applicable at a Property, only in accordance with Water Regulations if:
 - (i) You do not pay an amount properly due for your Services (in which case we must issue you with a Disconnection Warning Notice);
 - (ii) You refuse to provide a refundable deposit (in which case we must issue you with a Disconnection Warning Notice);
 - (iii) You do not comply with any consent needed for trade effluent;
 - (iv) You do not comply with the Water Regulations; or

BUSINESS WATER STANDARD TERMS AND CONDITIONS

6. Disconnections and Reconnections



W A T E R

- (v)** You ask us to disconnect your supply on a temporary basis, for example if the Property is being refurbished. If we do temporarily disconnect your supply of trade effluent Services, you must pay the appropriate disconnection charge.
- (c)** We can permanently disconnect your supply to a Property, only in accordance with Water Regulations, if:

 - (i)** You illegally use water or wastewater services (if the illegal use is of water services, we will disconnect your supply of water services and if the illegal use is of wastewater services, we will disconnect your supply of trade effluent services, where applicable);
 - (ii)** You ask us to disconnect you on a permanent basis, for example, if the Property is being demolished; or
 - (iii)** We have disconnected you on a temporary basis (whether for water or trade effluent services) for 3 months or more, in which case the disconnection automatically becomes permanent. If we permanently disconnect a Property, the contract for that Property will end at the date of disconnection, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.
- (d)** If we have temporarily disconnected your supply to a Property, we will consider any request you make for reconnection according to the cause of disconnection, as follows:

 - (i)** If the disconnection was due to non-payment, denying access to a water meter or failure to provide a refundable deposit, we will reconnect you when the situation leading to disconnection has been dealt with and you have paid the appropriate reconnection fee;
 - (ii)** If the disconnection was made for not complying with Water Regulations or any consent needed for trade effluent, and you ask us to arrange for your supply to be reconnected, we will do so if the Water Undertaker is satisfied that the problem has been resolved and you have paid the appropriate reconnection fee;
 - (iii)** If the disconnection was made because you asked us to disconnect your supply, we will make a reconnection after receiving payment of our reconnection fee.
- (e)** If we have permanently disconnected your supply of water to a Property or, where applicable, trade effluent services, you must apply for a new connection to the water or wastewater network.

7. ENDING THE CONTRACT WITH YOU OR CHANGING OR LEAVING PROPERTY WE SUPPLY

- (a) The Contract can only be ended in accordance with this Condition 7, or if you are permanently disconnected for the any of the reasons explained in Condition 6c.
- (b) If you are switching to Yu Water from another supplier, you are entitled to cancel the Contract without any cost to you within 7 calendar days of the Contract Agreed Date.
- (c) If you are leaving a Property where you receive our Services, you may end the Contract for that Property by contacting us. You will continue to be responsible for paying our charges until you have informed us of your move. We may send you a final bill within 30 days of being notified that you have moved. You will not be liable to pay any costs for ending the Contract before the Contract End Date. However, we may charge you a change of tenancy admin fee (although this will not apply if you are a multi-site customer who continues to use our Services at other Properties). If you do not give us an accurate final meter reading, you will be responsible for the difference between the meter reading upon which we base the final bill, or the final estimated bill, and the next meter reading.
- (d) If we disconnect your supply permanently pursuant to Condition 6c, the Contract will end on the date of disconnection.
- (e) If an administrator, administrative receiver, nominee, supervisor of a voluntary arrangement, liquidator, provisional liquidator, trustee in bankruptcy, judicial factor, or other similar office- holder is appointed to you or over all or any of your assets, the Contract will end on the date of their appointment.
- (f) If the Contract ends because your business is closing or relocating; or because you have been permanently disconnected; then, we will no longer provide Services to you. Neither of us will lose any rights which we have already gained (e.g. to recover debt or claim compensation).
- (g) After the Contract End Date, the Contract will be automatically renewed for another 12 months unless you give us more than 30 days' notice that you wish to exit the contract prior to the Contract End Date. Such notice cannot be given until you are within 120 days from the Contract End Date.

BUSINESS WATER STANDARD TERMS AND CONDITIONS



WATER

7. Ending the Contract With You or Changing or Leaving Property we Supply

- (h) If the Contract is automatically renewed pursuant to Condition 7g, your new Contract End Date will be 12 months after the previous Contract End Date. You will automatically be switched to the rates outlined in your renewal letter which we will send you 90 days prior to the existing Contract End Date. We will act on the assumption that you have received the renewal letter and cannot take responsibility for any loss or oversight of your renewal letter. A fee (calculated in accordance with Condition 7j) will apply if you wish to end the Contract before the Contract End Date (save as detailed in Condition 7c). If your Contract is automatically renewed and you did not want it to renew, but have failed to act in accordance with Condition 7g, you are liable to pay the fee highlighted in Condition 7j – the exception to this is that microbusinesses with fewer than 10 employees will not be charged a fee for ending a contract which has previously rolled over.
- (i) If you end the Contract at any time, and then continue to receive Services from us, we will charge you our default tariff and our Deemed Contract Terms and Conditions will apply.
- (j) After the initial 5 Business Days (see Condition 7b), if you end the Contract before the end of your Contract End Date, for any other reason than that:

 - (i) You no longer have any Eligible Property;
 - (ii) You have gone into administration, , provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business; or
 - (iii) In the circumstances detailed in Condition 7c, then you will be liable to pay a fee. If you operate in England, or partially in England, the fee will be 3 months of water and wastewater charges. Where the charges include a variable component, that component will be calculated at the average daily consumption over the past year up to the date of termination. If you wish to end the Contract before the Contract End Date, we will only release you upon payment of this fee and provided there is no Outstanding Debt on your account.

8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE

- (a)** Except as set out in Condition 8d, or as laid down in the Default Standards, we will not be responsible to you for:
 - (i)** loss of profit (direct or indirect);
 - (ii)** loss of contract (direct or indirect);
 - (iii)** loss of anticipated savings; (direct or indirect);
 - (iv)** business interruption (direct or indirect);
 - (v)** any special, consequential, or indirect loss, however it is caused, even if it could have reasonably been foreseen; or
 - (vi)** any other loss or damage (including for lack of, or defective quality of, water)
- (b)** Subject to Conditions 1e, 8a, 8c and 8d, the most we will pay you will be £50,000 for each incident or, if the incidents are related, £50,000 in total for all related incidents.
- (c)** If any act or failure to act by Water Undertakers causes any loss or damage to you, we will limit our liability to you (if any) to the amount (if any) that we are entitled to recover from Water Undertakers.
- (d)** Nothing in the Contract excludes or limits our legal responsibility for death or personal injury resulting from our negligence or that of any of our officers, employees, or agents, or for fraud or fraudulent misrepresentation or anything else we are not able to legally limit by law.
- (e)** If the Contract ends, this Condition 8 will continue to apply.

9. PERSONAL INFORMATION

- (a)** We will comply with all the applicable requirements of Data Protection Legislation.

10. TYPES OF BILL CHARGES

This covers the supply of clean water to your premises and is broken down into two elements:

Fixed Charge

If your premises has a meter this fixed charge is determined by the size of your meter, if your premises does not have a meter this fixed charge is based on the Rateable Value (RV) of your premises.

Volumetric Charge

This is a charge for the volume of water supplied to your premises.

- Metered premises: this is based on the volume of water recorded by your meter(s) and charged per m³ (1,000 ltr).
- Un-metered premises: this is based on the Rateable Value (RV) of the premises.

Waste Water Charges

This covers the removal of foul water from your premises and is also broken down into two elements: Fixed charge If your premises has a meter this fixed charge is determined by the size of your meter, if your premises does not have a meter this fixed charge is based on the Rateable Value (RV) of your premises. Volumetric charge This is a charge for the volume of foul water removed from your premises. If you believe your business returns considerably less than 95%, for example, water is used as part of your business process, contact our customer service team on 0115 975 8258.

- Metered premises: this is based on the volume of water returned to the sewer, and charged per m³ (1,000 ltr).
- Un-metered premises: this is based on the Rateable Value (RV) of the premises.

Drainage Charges

These charges contribute to the removal of rainwater to the public sewerage system and are based on the RV of the premises.

Property Drainage

This is a charge for the removal of rainwater into the public sewerage system from within the boundary of your premises. This includes private car parks and roads and from the roof of your premises car parks and private roads. In some instances, a premise may be exempt from property drainage if no surface water enters the public sewer, for example, if all drainage runs directly into a stream.

11. GENERAL

- (a) The Contract Documents constitute the entire agreement between us.
- (b) You may not transfer any of your rights or responsibilities under the Contract to another person without our advance written permission. We may transfer any of our rights or responsibilities to another supplier.
- (c) Except as set out in these Conditions, no variation to the Contract shall be effective unless it is in writing and signed by us both, or our authorised representatives.
- (d) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between us; constitute either of us as the agent of the other; or authorise either of us to make or enter into any commitments for or on behalf of the other.
- (e) The Contract does not give rise to any rights under the contracts (Rights of Third Parties) Act 1999.
- (f) If, at any time, we do not insist that you comply with any part of the Contract, this will not prevent us from doing so in the future.
- (g) If any part of these Conditions cannot be enforced, it will not affect any other part of the Conditions.
- (h) We may serve any notice in connection with the Contract by leaving it at your last known address or place of business (in the case of a company, at its registered office) or at any Property covered by the Contract, in each case addressed to you, or by post addressed to you at any Property covered by the Contract or by fax to your last known fax number or by email to your last known email address. You may serve any notice in connection with the Contract by leaving it at, or posting it to: Yu Water Limited, 2 Horizon Place, Mellors Way, Nottingham NG8 6PY
- (i) The law of England and Wales will apply to the Contract and any disputes will be dealt with in the English Courts.

12. WORDS AND PHRASES USED IN THESE TERMS AND CONDITIONS

Availability Charge – a fixed charge based on the maximum volume, strength and solids content of your trade effluent as specified in your consent. When your consent was agreed by the relevant regional wholesaler, they will have assessed the availability (or capacity) in their sewers and treatment works to remove, treat, and dispose of your effluent and set the availability charge on that basis.

Business Day – a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Charging Statement – the document which we publish alongside wholesalers' annual charging statements as a guide to understanding how your overall charges are calculated.

Codes – the market codes determined by Ofwat in England

Conditions – the Terms and Conditions set out in this document.

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 Agreed Date – the date you agree to enter into a fixed term contract with us either verbally or in writing.
Contract Documents – these Conditions and your Contract.

Contract End Date – the date specified in your Contract Schedule as your Contract End Date (which will usually be 3 years after the Contract Start Date) or as calculated in accordance with Condition 7h.

Contract – your contract with us, which sets out the specific terms of our agreement with you, may have been formed orally or in writing. If it has been formed orally, we will always send you a contract confirmation in a welcome email. All contracts are subject to these Conditions.

Contract Start Date – the date on which the Property which is the subject of the contract is registered to us on the central market operating system.

Data Protection Legislation – all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/ EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

BUSINESS WATER STANDARD TERMS AND CONDITIONS

12. Words and Phrases Used in These Terms and Conditions



Deemed Contract Terms and Conditions – the conditions which apply in circumstances where there is no other contractual agreement in place between us and a customer receiving our services.

Default Standards – the standards of service which water and wastewater service providers must meet as described in the Scottish default standards document or the Guaranteed Standards Scheme as published by Ofwat from time to time, whichever is applicable.

Directions – the Water Industry Act 1991, and the licence conditions which apply to us in respect of the place of supply of the Services.

Disconnection Warning Notice – the notice that we must send you in certain circumstances before we disconnect your supply. The form and content of this notice is set by the English and Welsh water regulator or the Scottish water regulator from time to time.

Eligible Property – in terms of supplying water, means premises which are (or are to be) connected to the public water supply system; and in terms of providing wastewater disposal, means premises which are (or are to be) connected to the public sewerage system. These are premises which are principally used as non- household premises.

Ofwat – the organisation appointed by Government to regulate the English water retail market. Its general role is to promote the interests of customers whose premises are connected to the public water supply system or the public sewerage system, or both.

Outstanding Debt – a debt which has been outstanding for 90 days or more, where a revised payment date has been offered and not met, and where no valid query on the charges due has been accepted for investigation by us within that 90-day period.

Personal Data – has the meaning given to it in the Data Protection Legislation. Property – a premises you own, lease, or otherwise occupy.

Retail Charge – the charge we add to your wholesale charges for the Services we provide, which is set out in your Contract. This is a fixed percentage of the wholesale charges. The wholesale charges are set by Water Undertakers and may change from time to time.

Services – water and wastewater Services (including sewage, property drainage, roads drainage and, if they apply, trade effluent Services), meter Services and other Services which we may provide to you.

Supply Point(s) – in terms of water services or wastewater services, this is the Supply Point for a Property which is registered to us for providing water services or wastewater services

Water Regulations – any relevant legislation in force in the UK applicable to the provision of the Services from time to time.

BUSINESS WATER STANDARD TERMS AND CONDITIONS

12. Words and Phrases Used in These Terms and Conditions



W A T E R

Water Undertaker(s) – In respect of England and Wales, the organisations granted licences to supply water and wastewater Services to customers in England and Wales by maintaining the water and wastewater infrastructure. An up-to-date list of Water Undertakers can be found on Ofwat’s website.