

This contract is between First Business Water Limited (Company Number 10797006) whose registered office is situated at 226 Harrow View, Harrow, United Kingdom, HA2 6PL ("Retailer") and you, our customer. These terms and conditions, together with the other associated contract documents, set out the terms and conditions on which we will provide the service to you in respect of the premises. In the event of inconsistency, these terms and conditions take priority over any other associated contract document between us and you including your contract details, unless we have agreed otherwise in writing with you.

You confirm that you have the necessary authority to agree this legally binding contract, between us and you for all premises discussed and detailed within the contract schedules.

You confirm that you are using water services wholly or mainly for a non-household purpose

**Within these terms and conditions, the following expressions have the following meanings:**

**Accredited Entity** - Means an entity which is independently evaluated and accredited under the established accreditation scheme as competent to carry out Metering Activity and/or Connections Activity [or certain categories of Metering Activity or Connections activity]

**Additional Services** - Means any additional services described in the Agreement

**Agreement** - Means the contract between you and us made up of the Agreement for the Supply of Water, Sewerage and Associated Services and these Terms and Conditions.

**Business day** - Means a day other than a Saturday, Sunday or public holiday in England

**Charges** - The amount(s) you must pay under this contract

**Codes** - The Market Arrangement Codes and the Operational Code

**Competent Authority** - Means any body that has a relevant regulatory or supervisory role including, but not limited to, the Secretary of State for Environment, OFWAT, the Drinking Water Inspectorate, the Environment Agency and the Health & Safety Executive.

**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** - This supply contract between you and us

**Contract details** - A document that we will give you as well as this contract or as part of this contract, which gives details about your site or sites and your personal details, price and term [if any] and contract type

**Customer, You and Your** - Means you, the person, firm or company detailed in the Agreement, and includes your employees and agents. Where an individual enters into the Agreement on behalf of a business, that individual confirms they have the authority to contractually bind and enter into the Agreement on behalf of that business and the business shall be the Customer in the context of this Agreement.

**Default Retail Service Fee** - Retail Service Fee that will be charged to the value of 10% of the premise(s) annual spend.

**Directions** - The Water Industry Act 1991, and the OFWAT published Water and Sewerage Supply Licence conditions

**Disconnection notice** - The notice that we have to send you in certain circumstances before we disconnect your supply. The form and content of this notice as set by the English and Welsh water regulator from time to time.

**Disconnections document** - Any document published by the English and Welsh water industry regulator setting out the allowed procedures for disconnecting a water supply for any legitimate reason given

**Drought Order** - Has the same meaning as in section 221 of the Water Resources Act 1991;

**Eligible premises** - Premises which are [or are to be] connected to the public water supply system and any premises which are [or are to be] connected to the public sewerage system. These are premises which are principally used as non-household premises

**Emergency Event** - Means any event which is causing or is likely to cause danger to persons or danger to property which we believe on reasonable grounds is existing or imminent.

**Industry agreements** - All agreements, licences, authorisations and codes or procedures relating to provision of water services and sewerage services

**Interruptible Supply** - Means a supply of water which may be interrupted by us in accordance with the interruptible supply terms for each Premises set out in the Agreement.

**Market Arrangement code** - The code named under the Water and Sewerage supply licence conditions which sets out the arrangement to establish a market operator

**Market Operator Services Limited (MOSL)** - The company appointed by wholesalers and retailers to operate the water market in England

**Measurable** - A supply point which is capable of being metered but for which no meter has been installed

**Metered** - Any water services or sewerage services for which usage is calculated from a metered source or services of related metered sources

**Minimum Term** - Means the minimum terms of the contract as set out in the schedule

**Network Event** - means an unforeseen and reasonably unforeseeable event which prevents or materially restricts the ability of the Supply System to provide the Water Supply to any one or more of your Premises.

**OFWAT** - Regulator of water and sewerage providers in England and Wales

**Operational Code** - The Wholesale Retail Code as defined by OFWAT. A statutory code which sets out the business terms, market terms and operational terms that will apply to all two-way arrangements between a wholesaler and a licenced retailer

**Planned Maintenance** - means any maintenance requirement identified in the relevant Water Undertaker's maintenance plans as notified to you or us accordance with clause 5, or any reasonably foreseeable maintenance required.

**Premises** - Any Eligible Premise or property you own, lease or otherwise occupy to be supplied under this agreement

**Retail Price Index (RPI)** - A measure of inflation published monthly by the Office for National Statistics

**Retailer** - A Water retailer and / or Sewerage retailer

**Retail Service Fee** - Means our service charge, which shall be due and payable in addition to our supply charges.

**Services** - Supplying water and sewerage (in other words, Sewerage, property drainage, roads drainage and, if they apply, Trade Effluent) services, meter services and other services which we may provide to you

**Sewerage services** - All foul sewerage services, surface water drainage services and Trade Effluent services which are provided to any Eligible Premises

**Site** - Each of the eligible premises to which we supply or intend to supply water services and / or sewerage services to under this contract

**Supply period** - The period that we supply water or sewerage services to you under this contract

**Supply Point** - In terms of water services or sewerage services, this is the supply point for a property which is registered for use of water services or sewerage services

**Surface water drainage** - Making arrangements for or in relation to drainage from or in relation to any eligible premises to the public sewerage system

**Switch Date** - Means the date a switch occurs

**Transfer Date** - Means the transfer of Premises to us from another water or sewerage undertaker and in respect of each Premises, the date the provision of the Water Supply commences for those Premises

**Transfer Read** - means the Meter Read performed on the Transfer Date.

**Unmeasurable** - Any water service or sewerage service for which the wholesaler notifies MOSL that the supply is unmeasurable

**Unplanned Maintenance** - means any maintenance which is not Emergency Event works and that is undertaken to rectify an unforeseen (and reasonably unforeseeable) Supply Interruption; to avoid a Supply Interruption provided that such Supply Interruption was not reasonably foreseeable; or in good faith, to avoid or limit an Emergency Event situation arising.

**Water Industry Act or Act** - Means the Water Industry Act 1991

**Water Services** - Making arrangements for or in relation to the supply of water through the Public Water Supply System

where the supply is metered or is unmeasurable or is measurable by not metered

**'We', 'Our', or 'Us'** - Means First Business Water Limited (Company Number 10797006 whose registered office is situated at 226 Harrow View, Harrow, United Kingdom, HA2 6PL)

**Wholesale Charges** - Charges which a wholesaler applies in accordance with its Wholesaler Tariff Document

**Wholesaler** - Also known as a Water Undertaker. A company appointed under section 6 of the Water Industry Act 1991

## 1. Contract

- 1.1. The contract is entered into between you ("Customer") and us ("First Business Water Limited") on the contract date.
- 1.2. The contract comprises of the contract documents listed below. In the event that there is any conflict or inconsistency between the terms of any of the contract documents, the contract document which appears earliest in the list below shall have precedence:
  - 1.2.1. These Terms and Conditions
  - 1.2.2. The Contract Schedule
  - 1.2.3. The Charging Schedule
- 1.3. You acknowledge that we are entitled to amend the terms of any of the contract documents at any time on providing notice to you. 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.
- 1.4. As well as your responsibilities under these terms and conditions, you agree that you will keep to 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, Water Regulations and, in relation to any meter or metering equipment at the property.
- 1.5. You accept that you have responsibility for the water and Sewerage pipework in, on or under any property, including responsibility for any loss of water or for any water or Sewerage flooding arising from the condition of that pipework. You will become 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.
- 1.6. You agree to let us know about any change to any Premises, or to how it is used, that would result in it no longer being an Eligible premise. You also agree that you will let us know 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.
- 1.7. These terms and conditions apply from, the date on which you sign this agreement. They then continue unless our agreement with you ends in line with clause 12
- 1.8. In providing the services you, we must keep to the directions and, where relevant, the disconnections document and the codes.
- 1.9. You agree that we can carry out business or personal credit checks against directors/ partners/ owners at any time before your supply is live with us or when changes are made to your contract.

## 2. Supply of Water and Sewerage water services and additional services

- 2.1. We agree to supply water and Sewerage water services to you at the premise(s) listed in the contract schedule.
  - 2.2. The Water and Sewerage water services to the listed premise(s) shall commence on the Transfer date.
  - 2.3. Subject to clause 3, we shall supply water to you at each of the premise(s) listed that is wholesome in accordance with any regulations made pursuant to section 67 of the Water Industry Act 1991 (unless the requirement of the Premises is specified in the Agreement to be for non-potable water), and at a level of constancy and pressure that complies with regulation 10 of the Water Supply and Sewerage Services (Customer Service Standards) Regulations 2008 (SI 2008/594); and section 65 of the Water Industry Act 1991 in respect of water for domestic purposes or water for fire hydrants that have been notified to us by you (either pursuant to the Agreement or otherwise).
  - 2.4. The Parties may by written agreement add additional Premises to the Agreement from time to time in which event we shall amend the Agreement to include the additional Premises; and we shall supply water to you at the new Premises from the Transfer Date for that Premises for the remainder of the Term or unless the Parties otherwise agree in writing to remove the Premises from the Agreement.
  - 2.5. The Parties may by written agreement remove Premises from the Agreement from time to time, in which event we shall amend the Agreement to remove the Premises and our obligations to supply water and services to you at the Premises shall cease from the Switch Date for those Premises.
  - 2.6. We reserve the right to adjust our prices, should your consumption or usage levels change significantly. We will contact you in writing in advance to inform you of this.
  - 2.7. If you wish to add further Premises to the Agreement, this may result in a proportional increase in our retail service fee. We will adjust your Payment Plan or future invoices as applicable.
  - 2.8. You agree to let us know about any change to any Premises, or to how those Premises are used. You also agree that you will let us know about any reassessment (and the date that reassessment applied from) of the rateable value of any Premises resulting from any change of use, extension or addition.
- 3. Supply Interruptions**
- 3.1. We May interrupt the Water supply to any premises if:
    - 3.1.1. It is an interruptible supply and the supply interruption is performed in accordance with any applicable terms set out in the agreement
    - 3.1.2. The water supply is affected by a Force Majeure Event, an Emergency Event or any actions to prevent the occurrence or limit the effects of an Emergency Event;
    - 3.1.3. A Drought order or Water Shortage Order is made which overrides the terms of this agreement.
    - 3.1.4. The water supply is affected by a Network event; or
    - 3.1.5. The relevant Water Undertaker is performing planned maintenance; unplanned maintenance or emergency event works on its supply system
- 4. Information and notification of supply interruptions and supply changes**
- 4.1. Unless you have been notified by the relevant water or sewerage undertaker of a Supply Interruption or a Supply Change, we will promptly notify you of the nature or scale of a Supply Interruption or a Supply Change and its estimated duration (provided this is material or could reasonably be construed as material once we are informed specifically by the water or sewerage undertaker).
  - 4.2. If any Planned Maintenance by the relevant water or sewerage undertaker will or is reasonably likely to cause a Supply Interruption, once we are informed specifically by the water or sewerage undertaker we shall provide you with written notice of such Supply Interruption.
  - 4.3. In respect of Planned Maintenance, we shall, to the extent reasonably practicable, liaise with you to assess the impact of this on you and shall arrange with the relevant undertaker to make all reasonable endeavours to minimise or eliminate the Planned Maintenance (or impact thereof) affecting you.
- 5. Charges**
- 5.1. You will find our charges, and the bases on which we work out our charges, in associated charging schedule
  - 5.2. As well as our charges, we may also recover our reasonable cost. If you fail to keep to your responsibilities under these terms and conditions. These may include, but are not limited to, costs relating to:
    - 5.2.1. Recovering unpaid charges;
    - 5.2.2. Going to a Property because you have failed to keep to our terms and conditions;
    - 5.2.3. You failing to keep an agreed appointment at a property;
    - 5.2.4. You failing to allow access to a property under clause 10.5; or
    - 5.2.5. Any unauthorised removal of, obstruction or, damage to, or tampering with a meter or metering equipment or relating to fitting a device to a meter or metering equipment
  - 5.3. All our charges will also have UK tax or duty charged on them, including VAT at the current rate, where applicable
  - 5.4. We may offer you services on top of those for which charges are set out in our charging schedule. If we do, we will explain our charges for those services. We may bill you for those services separately, or along with your bills for water or sewerage services or Trade Effluent services
  - 5.5. You accept that our charges will increase and / or decrease with the wholesale area default wholesale charges as published by the wholesaler
  - 5.6. You accept that our Retail Service Fee shall increase each year with effect from 1<sup>st</sup> April in line with RPI using the most recent appropriate index.
- 5.7. We shall calculate the charges in accordance with the relevant Wholesale Charging scheme(s) together with our Retail Service Fee and any additional services forming part of this agreement.
  - 5.8. We (or our accredited partners on our behalf) shall procure Meter Reads (or Transfer Read) where appropriate for the Premises as set out in the Agreement, or on / near the day the Transfer Date occurs. If we (or our accredited partners) have been prevented from procuring a Meter Read (or Transfer Read) we may utilise an Estimated Read.
  - 5.9. We shall calculate actual charges using the Meter Read, Transfer Read, Switch Read or Estimated Read as appropriate.
  - 5.10. We reserve the right to adjust our charge rates in the event we suffer any additional costs in providing our services to you as a result of any change in the Relevant Law or any regulatory change imposed on the water industry by a Competent Authority.
  - 5.11. We reserve the right to charge for any payment not received by us by the due date and / or we may disconnect your supply in accordance with clause 11
  - 5.12. Actual charges due will be reconciled against direct debit payments made on an annual basis to establish any under or over payment. A review may also be undertaken should any material change in consumption or services be observed.
- 6. Payment**
- 6.1. You agree to pay us for the services and to pay any other charges properly due relating to these terms and conditions.
  - 6.2. We can send you a bill or adjust any bill we have already sent you if:
    - 6.2.1. You let us know about any reassessment of the rateable value of a property resulting from any change of use, extension or addition to that property;
    - 6.2.2. We become aware of any reassessment; or
    - 6.2.3. 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.
 We can adjust the bill back to any date permitted by our Water and Sewerage Supply Licence terms and conditions
  - 6.3. All bills must be paid by direct debit, unless previously agreed by First Business Water Limited in writing.
  - 6.4. If you cancel a Direct Debit and do not reinstate the Direct Debit as your payment method within 5 Business days without the express permission of First Business Water Limited in writing, then the Retail Service Fee will be increased by 10% to cover the additional operating costs incurred by a non-Direct Debit payment method.
  - 6.5. The following conditions will apply to bills we send you.
    - 6.5.1. If a property is metered your bills for water and Sewerage services will be based on meter readings or estimated meter readings. We normally send bills out every month, every three months or every year.
    - 6.5.2. Any bills for Trade Effluent services will take account of the nature of the effluent discharged and will be made up of:
      - 6.5.2.1. An availability charge; and
      - 6.5.2.2. An operation charge based on meter readings or estimated meter readings.
 We normally send out bills every month, every three months or every year.
    - 6.5.3. If we install an extra metering device on the meter at a property and this is activated for billing purposes, bills for water, Sewerage and Trade Effluent services may be based on automated meter readings. However, we can carry out a yearly check based on a manual reading. We will normally send out bills every month, every three months or every year.
    - 6.5.4. If a property does not have a meter, your bill for water and Sewerage services will be based on the property's rateable value or assessed usage and we will normally send this out once a year.
    - 6.5.5. If one meter serves a property and also serves other properties, either your landlord (if you have one) or we will arrange for you to be billed for water and Sewerage services.
    - 6.5.6. We normally charge for property drainage and roads drainage as often as we charge for your water and Sewerage services and these charges will normally be based on the property's rateable value.
  - 6.6. Unless we have agreed otherwise, you must pay your bill in full as soon as we send you the bill. If you disagree with part of a bill, you must pay us the amount for the part you do agree with.
  - 6.7. If you do not pay your bill (or the part of it you do agree with) when we remind you, we can charge you interest at the rate of 10% a year above the Bank of England bank rate in force from 10 days after we sent you the original bill. In addition, we will also charge our reasonable costs for recovering any money you owe us that becomes overdue.
  - 6.8. If you do not pay your bills as agreed, we will follow the procedures set out in the Disconnections document. We can also require you to pay using another payment method.
  - 6.9. We will have 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 clause 6.4 and 6.5. (We do not have to give you notice to do this and the change will take place immediately.) if your bank fails to honour a payment because you do not have enough money in your account, we may change the payment arrangements immediately. You will then be legally responsible for paying all water and sewerage services supplied in line with the new payment arrangements, together with all other costs we have to pay in connection with the new arrangements.
  - 6.10. If we supply you with both water and sewerage services and our agreement with you ends for either of them, you will pay the relevant price for the supply which still continues.

- 6.11. If we supply you with both water and sewerage 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 charge due, we will use your payment in the following order:
- 6.11.1. To pay water or sewerage charges which are still due 90 days or more after being billed for them (paying the oldest debt first);
  - 6.11.2. We then use any amount equally between water and sewerage charges until the charges for either are fully paid; and
  - 6.11.3. If there is any amount left over, we use it to pay any charges which are still owed.
- 7. Late Payment and non-payment**
- 7.1. Failure to pay all outstanding invoices shall result in a late payment charge of:
- 7.1.1. £50 to be applied per premise
  - 7.1.2. with an additional £100 charge per premises if you remain in default after 10 business days.
  - 7.1.3. We will then add a further £10 per day for each day you remain in default.
- 8. Deposit**
- 8.1. At any time, 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.
- 8.2. We will hold, and repay, any refundable deposit in the way explained in our request to you. However, we can use your refundable deposit, to pay charges you owe under our agreement with you.
- 9. Switching Premises**
- 9.1. If you require us to cease supply of water to any premises you shall notify us in writing of the relevant premises and the planned date upon which the switch will become effective (switch date)
- 9.2. In respect of any switch, you shall perform and promptly notify us of the switch read(s). if you fail to provide us with the switch read within five (5) working days of the switch date, we may use an Estimated read in lieu of the switch read for the purposes of calculating your final bill in respect of the premises.
- 9.3. If a switch relates to all premises specified in the Agreement, the Agreement shall terminate in its entirety on the Switch Date of the last Premises to Switch
- 9.4. Termination for any reason shall not affect any rights or liabilities that have accrued prior to termination or any term that is expressly or by implication intended to continue or come into force on or after termination. Without limitation, the parties intend that any remaining payment obligations of the customer, together with clause 24, shall survive termination.
- 10. Meters Access and information**
- 10.1. 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.
- 10.2. You agree to us making any arrangements need 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 tenancy 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.
- 10.3. Unless we agree otherwise in writing, the meter and metering equipment will be provided by and remain the property of Water Undertakers and you must not remove the meter or the metering equipment. 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 any device to a meter or metering equipment, including a data logger, you must give us details of that device.
- 10.4. 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, 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.
- 10.5. At all reasonable times, you must allow us Water Undertakers and our and their employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any Property covered by our agreement with you, and to the meter, metering equipment and associated pipework to:
- 10.5.1. 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;
  - 10.5.2. disconnect your supply;
  - 10.5.3. disconnect the supply of another customer with whom you share that supply;
  - 10.5.4. get back the meter or other equipment we or Water Undertakers own (if you stop receiving a supply from us);
  - 10.5.5. inspect or test a meter or connection not owner of provided by or for us or Water Undertakers;
  - 10.5.6. allow us to keep the disconnections document, the codes and the directions;
  - 10.5.7. sample water quality; or
  - 10.5.8. sample or monitor Trade Effluent.
- 10.5.9. We can have access at any time if there is danger to life, health or property in connection with the supply; or we need access by law.
- 10.6. We are not responsible for:
- 10.6.1. Any faults in a meter or metering equipment which we, or Water Undertakers do not own or have not provided, or for any resulting loss, cost, damage or injury;
  - 10.6.2. Any faults in a meter or metering equipment resulting from you fitting any device to or tampering with that meter or metering equipment;
  - 10.6.3. Any loss, cost damage or injury resulting from you fitting any device to or tampering with a meter or metering equipment; or
  - 10.6.4. 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
- 10.7. So that we can keep to the disconnections document, the codes and the direction or so we can carry out our responsibilities under these terms and conditions our charging schedule and service standards, we may require you to give us information or other help. You agree that you will do all you reasonably can to give us this information or help within the timescales we ask.
- 11. Disconnections**
- 11.1. We can temporarily disconnect your supply of water services to a property, but only in line with the disconnections document, if:
- 11.1.1. You do not pay an amount properly due for water services (we must issue you with a disconnection warning notice);
  - 11.1.2. You do not allow us access to a water meter (we must issue you with a disconnection warning notice);
  - 11.1.3. You refuse to provide a refundable deposit (we must issue you with a disconnection warning notice);
  - 11.1.4. You do not keep to water regulations; or
  - 11.1.5. You ask us to disconnect your supply on a temporary basis, for example if the property refurbished.
- If we do disconnect your supply temporarily, you must pay the appropriate disconnection charge.
- 11.2. We can temporarily disconnect your supply of Trade Effluent services, if you have one, at a property only in line with the disconnections document if:
- 11.2.1. You do not pay an amount properly due for sewerage services (we must issue you with a disconnection warning notice);
  - 11.2.2. You refuse to provide a deposit (we must issue you with a disconnection warning notice);
  - 11.2.3. You do not keep to any consent needed for Trade Effluent;
  - 11.2.4. You do not keep o water regulations; or
  - 11.2.5. 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.
- 11.3. We can permanently disconnect your supply to a property, only if line with the disconnections document if:
- 11.3.1. You illegally use water or sewerage services (if the illegal use is of water services, we will disconnect your supply of water services, and if the illegal use is of sewerage services, we will disconnect your supply of Trade Effluent services (if you have one))
  - 11.3.2. You ask us to disconnect you on a permanent basis, for example, if the property is being demolished; or
  - 11.3.3. We have disconnected you on a temporary basis (whether your water or Trade Effluent services) for three months or more, in which case the disconnection automatically becomes permanent. If we permanently disconnect a property, our agreement with you for that property will end at the date of disconnections, apart from charges and responsibilities due at that time, including the appropriate disconnection charge.
- 11.4. If we have disconnected your supply of water services to a property or if they apply, Trade Effluent services:
- 11.4.1. On a temporary basis due to non-payment, denying access to a water meter or failure to provide a refundable deposit, and you ask us to reconnect your supply, we will do so as long as the situation leading to disconnection has been dealt with and you have paid the appropriate reconnection fee;
  - 11.4.2. On a temporary basis for not keeping to 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 as long as Water Undertakers is satisfied that the problem has been sorted out and you have paid the appropriate reconnection fee;
  - 11.4.3. On a temporary basis after you asked us to disconnect your supply, and you ask us to arrange for your supply to be reconnected, we will do so as long as you have paid the appropriate reconnection fee;
  - 11.4.4. On a permanent basis, you must apply for a new connection to the water or sewerage network.
  - 11.4.5. You agree to pay a Disconnection notice charges of £100 to us
  - 11.4.6. You agree to pay a Disconnection Visits charge of £500 to us
  - 11.4.7. You agree to pay a Disconnection charge of £500 to us
  - 11.4.8. You agree to pay a Reconnection charge of £500 to us
- 12. Ending the agreement and moving**
- 12.1. Except as set out in clause 11.3, our agreement with you can be ended, or any property supplied changed, only in line with this clause 12
- 12.2. If you are moving from a property to another property or are leaving a property, you may end our agreement with you for that property by letting us know in writing at least 20 business days before you move.

If you do not do so, our agreement with you will continue in force for that property, and you will continue to be legally responsible for our charges, until:

- 12.2.1. You let us know in writing that you have left that property and have provided evidence that you are no longer responsible for the premise(s); or
- 12.2.2. We become aware that another person has taken a supply at that property, whichever is earlier.
- 12.3. If you do not give us an accurate final meter reading, you may be legally responsible for the difference between the meter reading upon which we based the final bill, or the final estimated bill, and the next meter reading.
- 12.4. If we disconnect your supply permanently in line with clause 11.3, our agreement with you will end on the date of disconnection.
- 12.5. 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, our agreement with you will end on the date of their appointment. A new agreement, on the same terms as the previous agreement, will begin on that date.
- 12.6. If our agreement with you ends for any reason, neither of us will lose any rights which we have already gained, and we will no longer have to provide services to you.
- 12.7. You can terminate your contract at any time by giving us thirty (30) calendar days' written notice to the following email address: [contactus@firstbusinesswater.co.uk](mailto:contactus@firstbusinesswater.co.uk).
- 12.8. After the initial term expires as denoted by the contract end date on your contract schedule your contract will automatically continue for another 12 months with the option to give 30 days' written notice at any time during the automatic 12-month renewal. You will be charged a Default Retail Service Fee. To avoid the automatic 12-month renewal you must give us more than 30 days written notice that you wish to exit your contract with us prior to the contract end date.
- 12.9. All customers (including Micro-Business Customer) are entitled to cancel this contract without a penalty for the first seven calendar days from the contract signed date.

### 13. Personal information

- 13.1. This clause 13 applies to information which is classed as "personal data" within the meaning of the Data Protection Act 1998. The terms of this condition apply as well as any other permission you may have given us about using your information, for example using the privacy policy on our website.
- 13.2. We, and the organisations we release information to
- 13.3. (see clause 13.4) may use information you provide, or which we hold about you (whether or not under our agreement with you) to do the following.
  - 13.3.1. Identify you when you contract us
  - 13.3.2. Contact you (unless you have told us that you do not want to be contacted) and give you information or promotional and other offers from us or certain other organisations whose products or services we believe may interest you. For these purposes, we may use an automatic scoring system which uses the information you have provided, any information we hold about you and information from other agencies, including credit reference agencies. We may contact you by mail, email, phone, visit, text or multimedia messages.
  - 13.3.3. Help run any accounts, services and products we provided before, now or in the future.
  - 13.3.4. Carry out analysis and assess who our customers are and create statistical and testing information.
  - 13.3.5. Help to prevent and detect fraud or loss
  - 13.3.6. Release any information we have to release by law, regulation or court order
  - 13.3.7. Release information to any regulatory organisation (such as OFWAT) or anyone employed by or contracted to that organisation.
  - 13.3.8. Create, defend or enforce legal rights, or for or in connection with legal proceedings
  - 13.3.9. Protect the health and safety of the public in an emergency or in the interest of national security.
- 13.4. We may release your information to other people and organisations, including (but not limited) to:
  - 13.4.1. Any of our group companies;
  - 13.4.2. Any contractor we have appointed to process that information on our behalf, including any contractor we have paid to carry out any part of our business or of any part of our systems or which we have appointed to provide services to support our systems or any other part of our business;
  - 13.4.3. Credit reference and fraud prevention agencies (see condition 9.5)
  - 13.4.4. Any possible or actual buyer of our business or assets or shares;
  - 13.4.5. Any regulatory organisation or Competent Authority or anyone employed by or contracted to that organisation, the courts and emergency services; or
  - 13.4.6. Our professional advisors.
- 13.5. We may monitor and record communication with you (including phone conversations and emails) for quality assurance, compliance and to detect and prevent fraud or money laundering.
- 13.6. We may check your details with one or more licensed credit reference and fraud prevention agencies. We and they may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate

information and we suspect fraud, this is also recorded. We and other organisations may search these records to:

- 13.6.1. Trace debtors, recover debt, prevent fraud, and manage your accounts or insurance policies;
- 13.6.2. Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and
- 13.6.3. Carry out statistical analysis about credit, insurance and fraud. We, and other credit and insurance organisations, may also use technology to detect and prevent fraud. If you need details of those credit agencies and fraud prevention agencies from which we get, and with which we record, information about you, please write to us at: First Business Water Limited, Suite 101 Stanmore Business & Innovation centre, Stanmore Place, Howard road, Stanmore, HA7 1BT
- 13.7. If you give us information on behalf of someone else, you confirm that you have given them the information set out in clause 13, and that they have agreed to their personal information being used in the way described in this condition. If you give us sensitive information about yourself or others (such as details of special needs for bills), you agree (and confirm that the relevant person the information is about has agreed) to us processing this information in the way set out in this condition.
- 13.8. If you are making a joint application or you have told us about some other financial association with someone else, a 'financial association' between you and that other person (or people) will be made at the credit reference agencies. This will link your financial records with that other person (or people) so that we will take account of both (or all) of your records in all future applications either or both (or all) of you make. This will continue until one of you successfully sends a notice to the credit reference agencies asking for the financial association with that person to be removed.

### 14. Data Protection

- 14.1. All personal information we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998. However, we reserve the right to share certain information with credit referencing agencies and release any information we have to release by law, regulation or court order and by signing this Agreement, you give us consent to do so.

### 15. General

- 15.1. You may not legally transfer any of your rights or responsibilities under our agreement with you to another person without our written permission. We may transfer any of our rights or responsibilities to another supplier.
- 15.2. If, if at any time, we do not insist that you keep to any part of our agreement with you, this will not prevent us from doing so in the future
- 15.3. If any part of these terms and conditions cannot be enforced, it will not affect any of the other conditions.
- 15.4. We may serve any notice in connection with our agreement with you 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 our agreement with you, 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 our agreement with you by leaving it at, or posting it to:  
First Business Water Limited, Suite 101 Stanmore Business & Innovation centre, Stanmore Place, Howard road, Stanmore, HA7 1BT
- 15.5. The law of England and Wales will apply to our agreement with you and any disputes may only be dealt with in the English Courts.

### 16. Force Majeure Event

- 16.1. Subject to the remainder of this clause 16, neither party shall be liable to the other where it is unable to perform its obligations under the Agreement by reason of a Force Majeure Event provided that the Party claiming to be prevented or delayed by reason of a Force Majeure Event (the "Affected Party") shall use all reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which the obligations contained in the Agreement may be performed
- 16.2. The Parties shall not be relieved by reason of the Force Majeure Event from any obligation to indemnify or make payment.
- 16.3. The Affected Party shall only be relieved of its obligations in respect of those Premises whose Water Supply are affected, if it does not affect all the Premises.
- 16.4. If the Force Majeure Event continues materially to affect the Affected Party for more than three months, the Affected Party may terminate the Agreement in whole or in part (insofar as it relates to Premises affected by the Force Majeure Event).

### 17. Limitation of liability

- 17.1. You accept that you have responsibility for the water and Sewerage pipework in, on or under any Premises, including responsibility for any loss of water or for any water or Sewerage flooding arising from the condition of that pipework. You will become 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 the relevant water or sewerage undertaker have under any duty placed on us or on them by any law.
- 17.2. We shall only be liable to you in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising in connection with the Agreement for direct Losses. All other Losses are expressly excluded (subject always to clauses 17.3)
- 17.3. Our liability resulting from negligence or any breach or non-performance of the Agreement or any misrepresentation or other tort on our part or on the part of our employees, servants or agents shall be limited in any one calendar year for any one or more incidents or series of incidents whether related or unrelated in that calendar year to the lower of:

Authority which applies generally or applies to you or us in relation to the Agreement; any and all relevant licences, consents or permissions, including our water supply licence; and any applicable industry code, policy, guidance or standard terms enforceable by law.

- 17.3.1. the aggregate of the Charges under the Agreement in the preceding calendar year;
- 17.3.2. if in respect of the first calendar year of the Agreement then the amount of charges incurred by you with your previous Water Undertaker in the preceding calendar year.
- 17.4. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, inconsistent with the provisions of this clause 17.4 are hereby expressly excluded (subject always to clauses 17.3.
- 17.5. Save as otherwise expressly provided in the Agreement, this clause 17 (insofar as it excludes or limits liability) shall override any other provision in the Agreement. However, nothing in the Agreement shall exclude or limit either Party's liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence or the negligence of any of its officers, or for any other liability that may not be excluded or limited by our water supply licence or by any Relevant Law (or other law).
- 17.6. Subject to the rest of this clause 17, any liability under the Agreement or otherwise on the part of either Party shall be reduced to the extent that the other Party has itself caused or contributed to the same and, in the event of liability to any third party, the Party who has caused or contributed to that liability shall indemnify the other Party in respect of the same.
- 17.7. The Parties agree to use all reasonable endeavours to mitigate any loss, damage or injury to which they might be subject as a result of a breach of the Agreement or any Relevant Law by the other Party.

**18. Notices**

- 18.1. All notices to be given to a Party under the Agreement shall be in writing in English and shall be delivered by hand or sent by first class pre-paid post, fax transmission or email to the address detailed for the Party in the Agreement, or such other address as may be notified to the other.
- 18.2. A notice shall be treated as having been received:
  - 18.2.1. if delivered by hand between 9am and 5pm on a Working Day (referred to in this clause as "Working Hours"), when so delivered; and if delivered by hand outside Working Hours, at the next start of Working Hours;
  - 18.2.2. if sent by first class pre-paid post, at 9am on the Working Day after posting if posted on a Working Day, and at 9am on the second Working Day after posting if not posted on a Working Day;
  - 18.2.3. if sent by fax or email, upon receipt by the sender of the fax transmission report or successful delivery receipt.
- 18.3. In proving that a notice has been given by post, 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).
- 18.4. In the case of a notice to terminate the Agreement, if such notice is sent by fax or email,
- 18.5. the terminating Party shall also, on the same day as the fax or email is sent, send a copy of the notice by first class pre-paid post to the other Party.

**19. Relationship of the Parties**

- 19.1. Nothing contained in the Agreement shall be construed as giving rise to the relationship of principal and agent (save as otherwise expressly provided in the Agreement) or partnership or joint venture between the Parties.

**20. Third Party Rights**

- 20.1. No third party shall have the right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

**21. Entire Agreement**

- 21.1. The Agreement, together with any confidentiality agreement entered into in connection with the Agreement, sets out the entire agreement between the Parties and supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to its subject matter.
- 21.2. Each Party acknowledges that in entering into the Agreement it does not rely on, and waives all rights and remedies in respect of, any representation, warranty or other assurance of any person (whether a Party to the Agreement or not) that is not set out in the Agreement or the documents referred to in it.

**22. Waiver**

- 22.1. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall, in any event, be effective unless it is in writing, duly signed by or on behalf of the Party granting it and sent to the other in accordance with clause 18

**23. Final Settlement**

- 23.1. No Charges shall be billed or reclaimed by either party from each other in respect of recovery of services provided for any period for which the Final Settlement Report has been produced by the Market Operator.

**24. Severance**

- 24.1. If any term or provision of the Agreement is held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

**25. Relevant Law**

- 25.1. means any statute, regulation, bylaw, ordinance or subordinate legislation which is in force or which may be introduced to which either you or us is subject; the common law as applicable to you or us; any binding Court order, judgment or decree applicable to you or us; any binding order, decision, determination or direction of a Competent