

**Temporary changes to our terms and conditions during the COVID-19 pandemic.**

From 1 June 2020, wherever a non-household customer's premise(s) are designated by First Business Water as 'vacant' in line with the English Wholesale Retail Code, then:

- No amounts owed by the customer are 'due' or shall be treated as 'due' for the purposes of a disconnection notice under section 61(IZC)(b) of the Water Industry Act, and for these purposes only. This condition takes precedence over the entirety of condition in these Terms and Conditions.
- Notwithstanding our contractual right to do so, we will not seek to recover any default interest or impose late payment charges for non-payment of any bills or invoices. This condition takes precedence over condition 7.1 in these terms and conditions.
- Notwithstanding our contractual rights to do so, we will not seek to enforce non-payment of invoices.

Multi-site customers will not qualify for these protections unless all of their premises are marked as 'vacant'. These protections will cease to apply to a customer when First Business Water removed the 'vacant' designation on (any of) its premises. The designation will be removed when the customer informs First Business Water that its premise(s) is reopening, or where we remove a 'vacant' designation on the basis of other evidence.

These protections have been mandated by the English regulator, Ofwat, and therefore apply to non-household premises in England only. All other rights and obligations under these Terms and Conditions are unaffected by these temporary protections.

This Contract (as defined below) 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 (as defined below). Please read these Terms and Conditions for the Supply of Services carefully, as they set out our and your legal rights and obligations.

In the event of inconsistency, these Terms and Conditions take priority over any other document between us and you including your Contract details, unless we have agreed otherwise in writing.

You confirm that you have the necessary authority to enter into a legally binding contract with us and that you are using water services wholly or mainly for a Non-household purpose.

**Definitions. In these Terms and Conditions the following words and phrases shall have the following meaning unless the context requires otherwise:**

**Accredited Entity** - Means an entity which is independently evaluated and accredited under the established accreditation scheme as competent to carry out any activities relating to metering activity and/or connections activity or certain categories of metering activity or connections activity and all works ancillary to or associated with such activities on behalf of the Retailer.

**Business Day** - Means the period of 09:00 to 17:00 hours on any day other than a Saturday or Sunday, or Christmas Day, Good Friday or any day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971.

**Charges** - The amount payable by you under the Water and Sewerage Service Supply 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.

**Complaints Handling Procedure** - Means the procedure which sets out how you can make a complaint and how it will be handled and progressed by us details of which are set out on our website at [www.firstbusinesswater.co.uk](http://www.firstbusinesswater.co.uk)

**Connection Point** - Means the point at which the private pipework supplying water for the Supply Point connects to the public water supply system.

**Contract** - means the Water and Sewerage Service Supply Contract and these Terms and Conditions.

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

Contract on behalf of that business and the business shall be the Customer in the context of this Contract.

**Customer Protection Code of Practice** - Means the code of practice issued by OFWAT to place obligations on retailers to protect non-household customers in March 2017 and as may be updated from time to time.

**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.

**Default Retail Service Fee** - Retail Service Fee that will be charged to the minimum value of £100 per annum per Eligible Premises or 8% of the Eligible Premises annual water spend and 10% of the Eligible Premises annual wastewater spend (subject to any default maximum tariffs which may apply under the Market Regulations.)

**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** - Any 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 and that you own, lease, or otherwise occupy to be supplied under the Water and Sewerage Service Supply Contract.

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

**Final Settlement Report** - Means the final reconciliation for a billing period issued by the Market Operator.

**Force Majeure Event** - Has the meaning given to it in clause 16.1

**Household Premises** - as defined in Section 17C of the Water Industry Act 1991 household premises" means premises in which, or in any part of which, a person has his home. The fact that a person has his home in, or in part of, any premises does not mean that the premises are household premises unless the principal use of the premises is as a home.

**Interruptible Supply** - Means a supply of water which may be interrupted by us in accordance with the Interruptible supply terms for each Eligible Premises set out in the Water and Sewerage Service Supply Contract.

**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

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

**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.

**Meter** - Means a Meter installed at or near the Eligible Premises.

**Meter Read** - Means a read of the Meter by physical or electronic inspection.

**Micro-Business** - Means a Customer where the number of employees is less than ten (10) on the earlier of the date on which a Transfer Registration Application is submitted and the date on which Terms and Conditions of Supply are agreed.

**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 Eligible Premises.

**Non-household premises** - Means premises other than Household Premises as defined in Section 17C of the Water Industry Act 1991

**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.

**Party** - Means you and us.

**Planned Maintenance** - means any maintenance requirement identified in the relevant Wholesaler's maintenance plans as notified to you or us accordance with clause 4, or any reasonably foreseeable maintenance required.

**Relevant Law** - Means any statute, regulation, by law, 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 Authority which applies generally or applies to you or us in relation to the Contract; 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

**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.

**Supply Point** - In terms of water services or sewerage services, this is the supply point for the Eligible Premises 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** – Means the Switch of responsibility for the supply of Services to the Eligible Premises from us to another water or sewerage retail licence holder.

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

**Terms and Conditions** – Means these Terms and Conditions as amended, updated or replaced from time to time, which if amended, updated or replaced will be sent to you at least thirty (30) Working Days before they come into force.

**Trade Effluent Services** – Means services relating to any liquid waste that is discharged into the public foul sewers from a business or an industrial process.

**Transfer** – Means the completion of any Transfer Registration Application for any Supply Point such that the Supply Point becomes registered to a different retailer.

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

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

**Transfer Registration Application** – Means a registration application made in connection with a Transfer.

**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.

**VAT** – means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**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 but not Metered.

**Water and Sewerage Service Supply Contract** - Means the contract supply schedule and schedule of charges.

**Water Supply** – Means water supplied pursuant to our obligations in clause 2.

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

**Wholesaler**. - A company appointed under section 6 of the Water Industry Act 1991 to be the water or sewerage undertaker for an area providing wholesaler services to retailers.

## 1. Contract

- 1.1. The Contract starts on the date of Water and Sewerage Service Supply Contract.
- 1.2. As well as your responsibilities under the Contract, 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 Services, and water regulations and, in relation to any Meter or metering equipment at the Eligible Premises.
- 1.3. You accept that you have responsibility for the water and sewerage pipework in, on or under any Eligible 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 clause will transfer any risk we, water or sewerage Wholesalers have under any duty placed on us or on water and sewerage Wholesalers by any law.

- 1.4. You agree to let us know about any change to any Eligible 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 Eligible Premises resulting from any change of use, extension or addition to the Eligible Premises.
- 1.5. These Terms and Conditions apply from, the date on which you sign the Water and Sewerage Service Supply Contract and until it is terminated pursuant to clause 12.
- 1.6. In providing the Services to you, we must keep to the Water Industry Act and, where relevant, the Disconnections Document and the Codes.
- 1.7. You agree that we can carry out business credit checks on your registered limited company at any time before entering into Contract with you or when changes are made to your Water and Sewerage Service Supply Contract. If you are a partnership or sole trader you agree that we can carry out credit checks against all partners, officers or individuals at any time before entering into Contract with you or when changes are made to your Water and Sewerage Service Supply Contract.

## 2. Supply of Water and Sewerage water services

- 2.1. We agree to supply Services to you at the Eligible Premises pursuant to the Water and Sewerage Service Supply Contract.
- 2.2. The Services shall commence on the Transfer date or as denoted in the Water and Sewerage Service Supply Contract.
- 2.3. Subject to clause 3, we shall supply water to you at each of the Eligible Premises listed in the Contract that is wholesome in accordance with any regulations made pursuant to section 67 of the Water Industry Act 1991 (unless the requirement of the Eligible Premises is specified in the Water and Sewerage Service Supply Contract 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 household premises or water for fire hydrants that have been notified to us by you (either pursuant to the Water and Sewerage Service Supply Contract or otherwise).
- 2.4. The Parties may by written notice add an additional Eligible Premises to the Water and Sewerage Service Supply Contract from time to time in which event we shall amend to include the additional Eligible Premises; and we shall supply Services to you at the new Eligible Premises from the Transfer Date for that Eligible Premises for the remainder of the term or unless the Parties otherwise agree in writing to remove the Eligible Premises from the Water and Sewerage Service Supply Contract.
- 2.5. The Parties may by written agreement remove Eligible Premises from the Water and Sewerage Service Supply Contract from time to time, in which event we shall amend to remove the Eligible Premises and our obligations to supply Services to you at the Eligible Premises shall cease from the Switch Date for those Eligible Premises.
- 2.6. We reserve the right to adjust our Charges, 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 Eligible Premises to the Water and Sewerage Service Supply Contract, this may result in a proportional increase in our Retail Service Fee. We will adjust your payment plan and any future bills accordingly.
- 2.8. You agree to let us know about any material change to any Eligible Premise, including change of use. You also agree to notify us of any reassessment (and the date that reassessment applied from) of the rateable value of any Eligible Premises resulting from any change of use, extension or addition.

## 3. Supply Interruptions

- 3.1. We may interrupt the Services to any Eligible 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 Water and Sewerage Service Supply Contract.
  - 3.1.2. The Services 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 is made which overrides the terms of the Contract.

- 3.1.4. The Services are affected by a Network Event; or
- 3.1.5. The relevant water or sewerage Wholesaler 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 Wholesaler 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 Wholesaler).
- 4.2. If any Planned Maintenance by the relevant water or sewerage Wholesaler will or is reasonably likely to cause a Supply Interruption, once we are informed specifically by the water or sewerage Wholesaler 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 Wholesaler 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 in the Water and Sewerage Service Supply Contract.
- 5.2. As well as our Charges, we may also recover our reasonable costs if you breach any of your obligations under the Contract. These may include, but are not limited to, costs relating to:
  - 5.2.1. Recovering unpaid Charges;
  - 5.2.2. Visiting the Eligible Premises because you have breached any of the Terms and Conditions;
  - 5.2.3. You failing to keep an agreed appointment at the Eligible Premises;
  - 5.2.4. You failing to allow access to Eligible Premises 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 additional services on top of those Services for which Charges are set out in Water and Sewerage Service Supply Contract. If we do, we will explain our additional charges for those services. We may bill you for those services separately, or along with your bills for the Services or Trade Effluent Services.
- 5.5. You accept that our Charges will increase or decrease with the wholesale area default wholesale charges as published by the Wholesaler in accordance with its Wholesaler tariff document.
- 5.6. You accept that our Retail Service Fee shall increase each year with effect from 1<sup>st</sup> April in line with Retail Price Index 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 as described in the Water and Sewerage Service Supply Contract.
- 5.8. We (or our Accredited Entity on our behalf) shall procure Meter Reads or Transfer Read where appropriate for the Eligible Premises as set out in the Water and Sewerage Service Supply Contract, or on / near the day the Transfer Date occurs. If we (or our Accredited Entity) 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.

**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 the Eligible Premises resulting from any change of use, extension or addition;
  - 6.2.2. We become aware of any reassessment; or

- 6.2.3. We become aware that you own, lease or otherwise use of the Eligible Premises for which you have not paid Charges for the Services which we have supplied to the Eligible Premises.

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 agreed otherwise with the Retailer 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 and then the Retail Service Fee will be increased by 10% to cover any additional operating costs incurred by a non-Direct Debit payment method.
- 6.5. The following applies to the bills sent to you:
  - 6.5.1. If an Eligible Premise is Metered, your bills for the Services will be based on Meter Readings or estimated Meter Readings. We will send bills out every month, every three months or every year as agreed between the Parties in writing.
  - 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 will send out bills every month, every three months or every year as agreed between the Parties in writing.
  - 6.5.3. If we install an extra metering device on the meter at the Eligible Premises 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 as agreed between the Parties in writing.
  - 6.5.4. If the Eligible Premises does not have a Meter, your bill for the Services will be based on the Eligible Premises rateable value or assessed usage. We will normally send out bills every month, every three months or every year as agreed between the Parties in writing.
  - 6.5.5. If one Meter serves the Eligible Premises and also serves other properties, either your landlord (if you have one) or we will arrange for you to be billed for the Services.
  - 6.5.6. We charge for property drainage and roads drainage as often as we charge for the Services and these charges will be based on the Eligible Premises rateable value.
- 6.6. Unless we have agreed otherwise, you must pay your bill in full on the date of receipt of the bill. If you disagree with part of a bill, you must pay us the amount for the part you do agree with and notify us within two (2) Business Days from the date of our bill with details of your cause for dispute. You are required to work with us to promptly resolve the issue as soon as reasonably practicable.
- 6.7. If you do not pay your bills, we will follow the procedures set out in the Disconnections Document. We can also require you to pay using another payment method based upon your payment record or credit status.
- 6.8. 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 6.5. (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 bank account, we may change the payment arrangements immediately. You will then be legally responsible for paying all the Services supplied in line with the new payment arrangements, together with all other reasonable costs we have to pay in connection with the new arrangements.
- 6.9. If we supply you with both Water Services and Sewerage Services and our Contract with you ends for either of them, you will pay the relevant price for the supply which still continues.
- 6.10. If we supply you with both Water Services 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:
  - 6.10.1. To pay water or sewerage charges which are still due 90 days or more after being billed for them (paying the oldest debt first);
  - 6.10.2. We then use any amount equally between water and sewerage charges until the charges for either are fully paid; and

6.10.3. 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 bills shall result in a late payment charge of:
  - 7.1.1. £40 to be applied per invoice for debts up to £999.99
  - 7.1.2. £70 to be applied per invoice for debts £1,000 to £9,999.99
  - 7.1.3. £100 to be applied per invoice for debts £10,000 or more;
  - 7.1.4. We reserve the right to charge you interest at the rate of 8% above the Bank of England base rate for business to business transactions or in accordance with the Late Payment of Commercial Debts (Interest) Act 1998

**8. Security Deposit**

- 8.1. We may ask you to provide a Security Deposit at the start of the contract or during the term of the Contract if we are concerned about your ability to pay your bills. If we do this, we will explain the reason why we are asking for it and the purpose for which we will use it.
  - 8.1.1. If you are billed monthly you will be required to provide the equivalent of three months average Charges as security;
  - 8.1.2. If you are billed quarterly or six monthly you will be required to provide the equivalent of six months average Charges as security;
  - 8.1.3. Average Charges will normally be based upon those payable in respect of the Eligible Premises in the previous billing year or in the case of new customers based on a reasonable estimate of Charges to be paid in the current billing year.
- 8.2. We will hold, and repay, any security deposit in the way explained in our request to you. However, we can use your security deposit, to pay any charges you owe under our Contract with you.
- 8.3. You may ask us to review the requirement for security if your credit rating has improved. If your credit rating has improved we may cancel the security deposit and if we do we will repay the deposit to you. No interest will be paid on sums provided as a Security Deposit.

**9. Switching Eligible Premises**

- 9.1. If you require us to cease supply of water to any Eligible Premise you shall notify us in writing of the relevant Eligible Premises and the planned date upon which the Switch will become effective.
- 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) Business 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 Eligible Premises.
- 9.3. If a Switch relates to the Eligible Premises specified in the Water and Sewerage Service Supply Contract, the Water and Sewerage Service Supply Contract shall terminate in its entirety on the Switch Date of the last Eligible 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 23, shall survive termination.

**10. Meters Access and information**

- 10.1. If the Eligible Premises are 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 obtained this permission.
- 10.3. Unless we agree otherwise in writing, the Meter and metering equipment at the Eligible Premise will be provided by the Wholesaler 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 the Wholesaler 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, Wholesaler and our and their employees or agents, safe and unobstructed access (by vehicle in appropriate cases) to any Eligible Premises covered by our Contract 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 Wholesalers 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 Wholesalers;
  - 10.5.6. allow us to keep the Disconnections Document, the Codes and the Water Industry Act;
  - 10.5.7. sample water quality; or
  - 10.5.8. sample or monitor Trade Effluent Services.
  - 10.5.9. We can have access at any time if there is danger to life, health or Eligible Premises 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 Wholesalers 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 Water Industry Act or so we can carry out our responsibilities under the Contract, 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 of an Eligible Premises, 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 Notice);
  - 11.1.2. You do not allow us access to a water Meter (we must issue you with a Disconnection Notice);
  - 11.1.3. You refuse to provide a refundable deposit (we must issue you with a Disconnection 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 Eligible Premises are 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 the Eligible Premises only in line with the Disconnections Document if:
  - 11.2.1. You do not pay an amount due for the Services (we must issue you with a Disconnection 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 Services;
  - 11.2.4. You do not keep to water regulations; or

11.2.5. You ask us to disconnect your supply on a temporary basis, for example if the Eligible Premises are 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 the Eligible Premises, only in 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 Eligible Premises are 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 Eligible Premises, our Contract 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 Services to the Eligible Premises 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 and/or sewerage Wholesaler is satisfied that the problem has been resolved 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 charge of £100.

11.4.6. You agree to pay a disconnection visits charge of £500.

11.4.7. You agree to pay a disconnection charge of £500.

11.4.8. You agree to pay a reconnection charge of £500.

## 12. Termination of the Contract and moving

12.1. Except as set out in clause 11.3, the Water and Sewerage Service Supply Contract can be terminated or any Eligible Premises supplied changed, only in line with this clause 12.

12.2. If you are moving from the Eligible Premises to another property or are leaving the Eligible Premises, you may end our Contract with you for the Eligible Premises by letting us know in writing at least 20 Business Days before you move. If you do not do so, our Contract with you will continue in force for the Eligible Premises, and you will continue to be legally responsible for our Charges, less and until:

12.2.1. You let us know in writing at least 20 Business Days before the move, that you have left the Eligible Premises and have provided evidence that you are no longer responsible for the Eligible Premises; or

12.2.2. We become aware that another person or business has taken a supply at the Eligible Premises, 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 Contract 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 Water and Sewerage Service Supply Contract, on the same terms as the previous Water and Sewerage Service Supply Contract, will begin on that date.

12.6. If our Contract 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 the Contract at any time by giving us thirty (30) days' written notice to the following email address: [contactus@firstbusinesswater.co.uk](mailto:contactus@firstbusinesswater.co.uk).

12.8. After the contractual term expires, as denoted by the Water and Sewerage Service Supply Contract, it will automatically continue for another 12 months with the option to give thirty (30) days' written notice at any time during the Contract term.

12.9. If the Water and Sewerage Service Supply Contract is not renewed but the Services are provided out of Contract, you will be charged a Default Retail Service Fee for the Services.

12.10. You (including Micro-Business Customers) are entitled to cancel without a penalty for the first seven (7) days from the date of signing the Water and Sewerage Service Supply Contract.

## 13. Confidentiality

13.1. Each party will:

13.1.1. only use the other party's confidential information for the purpose of performing its obligations and exercising its rights under the Contract; and

13.1.2. not disclose the other party's confidential information to any other person.

13.2. Each party may disclose the other party's confidential information:

13.2.1. if required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and

13.2.2. to those of its officers, directors, employees and professional advisers and, in our case, Wholesalers, our agents and sub-contractors, who need access to that confidential information so that it can perform its obligations and exercise its rights under the Contract.

13.3. Neither party will use the other party's confidential information for any purpose other than to perform the obligations contained in the Contract

## 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 Laws.

14.2. You consent to us processing your Personal Data for the purpose of providing you with the Services under the Contract. You also consent to us contacting you from time to time with information about First Business Water Limited and the services we can provide; if you are ever unhappy with us doing this you can tell us and we will stop contacting you in this way.

14.3. We will deal promptly and properly with any enquiry you have regarding our processing of Data and will not transfer any Data to a country or territory outside of the European Economic Area without ensuring an adequate level of protection in accordance with Data Protection Laws.

14.4. We will have in place appropriate technical and organisation measures to ensure that your Data is kept confidential and secure

## 15. General

15.1. We have the right to ask other companies or selected third party providers to perform all or any part of our obligations under the Contract without your prior permission. The use of any third party provider will not relieve us of any of our responsibilities to you under the Contract.

15.2. You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other way with any of your rights under the Contract.

15.3. If, at any time, we do not insist that you keep to any part of our Contract with you, this will not prevent us from doing so in the future.

15.4. If any part of these Terms and Conditions cannot be enforced, it will not affect any of the other conditions.

## 16. Force Majeure Event

16.1. For the purposes of this clause, an event beyond the reasonable control of the Retailer including but not limited to failure of a utility service, act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war or riots, war, threat or preparation for war, armed conflict, collapse of buildings, fire, explosion or accident, nuclear, chemical or biological contamination, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.

- 16.2. 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 Contract 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 Contract may be performed.
- 16.3. The Parties shall not be relieved by reason of the Force Majeure Event from any obligation to indemnify or make payment.
- 16.4. The Affected Party shall only be relieved of its obligations in respect of those Eligible Premises whose Water Supply are affected, if it does not affect all the Eligible Premises.
- 16.5. If the Force Majeure Event continues materially to affect the Affected Party for more than three months, the Affected Party may terminate the Contract in whole or in part (insofar as it relates to Eligible 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 Eligible 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 clause will transfer any risk we or the relevant water or sewerage Wholesaler 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 Contract 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 Contract 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:
- 17.3.1. the aggregate of the Charges under the Water and Sewerage Service Supply Contract in the preceding calendar year;
- 17.3.2. if in respect of the first calendar year of the Contract then the amount of Charges incurred by you with your previous water or sewerage supplier 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 Contract, this clause 17 (insofar as it excludes or limits liability) shall override any other provision in the Contract. However, nothing in the Contract 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 Water and Sewerage Service Supply Contract 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 Water and Sewerage Service Supply Contract or any Relevant Law by the other Party.
- 18. Notices**
- 18.1. All notices to be given to a Party under the Contract 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 Contract, 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, at the time the notice is left at the proper address
- 18.2.2. if sent by pre-paid first-class post or other next Business Day delivery service, on the second Business Day after posting.
- 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 Contract, 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. Third Party Rights**
- 19.1. No third party shall have the right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 20. Entire Agreement**
- 20.1. The Contract constitutes the entire agreement between the Parties and supersedes all prior representations, arrangements, understandings and agreements between the Parties relating to its subject matter.
- 20.2. Each Party acknowledges that in entering into the Contract 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 Contract or not) that is not set out in the Contract or the documents referred to in it.
- 21. Waiver**
- 21.1. No failure or delay by either Party in exercising any of its rights under this Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Contract 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.
- 22. Final Settlement**
- 22.1. 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.
- 23. Severance**
- 23.1. If any term or provision of the Contract 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 Contract but the validity and enforceability of the remainder of the Contract shall not be affected.
- 24. Governing Law and Jurisdiction**
- 24.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 24.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation and any dispute or claim.
- 25. Complaints**
- 25.1. If you have an issue or complaint relating to the Services, you agree to contact us in the first instance to make us aware of your concerns in accordance with the Complaints Handling Procedure.
- 26. Variation**
- 26.1. Except as set out in these Terms and Conditions, any variation, including the introduction of any additional Terms and Conditions shall only be binding when agreed expressly in writing and signed by the Parties.