



First Business Water

Deemed Terms and Conditions

October 2022

These terms and conditions are deemed terms and conditions that will apply if the Supplier (as defined below) supplies and the Customer (as defined below) receives the Services (as defined below) at the Eligible Premises (as defined below) in circumstances where the Customer has not entered into a separate formal contractual agreement with the Supplier.

In such circumstances, these terms and conditions shall apply to the Contract (as defined below) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

The Customer and the Supplier acknowledge and agree that the Contract is legally binding and that the Customer and the Supplier must comply with their respective obligations under the Contract.

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

Administration Charges: means the sums set out in clause 3.13.
Authority: means the Water Services Regulation Authority, also known as Ofwat, established by section 1A of the Water Industry Act 1991.
Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges: the amount payable by you under the Contract in consideration of the supply of the Services as set out in the Contract Schedule, and subject always to any maximum tariff determined by Relevant Laws.
Competent Authority: means the Authority or any other body that has a relevant regulatory or supervisory role applicable to the Services including, but not limited to, the Secretary of State for Environment, the Drinking Water Inspectorate, the Environment Agency, and the Health & Safety Executive.
Complaints Handling Procedure: means the procedure which sets out how the Customer can make a complaint and how it will be handled and progressed by the Supplier, details of which are set out on the Supplier's website at www.firstbusinesswater.co.uk
Connection Point: means, in relation to any Supply Point(s) the point at which the private pipework supplying water for the Supply Point(s) connects to the Network.
Contract: means the contract between the Supplier and the Customer for the supply of the Services comprising the Contract Documents.
Contract Documents: means these terms and conditions and the Contract Schedule.
Contract Schedule: means the schedule of the Charges supplied to the Customer by the Supplier.
Contract Start Date: means the date of commencement of the Contract being the earlier of (1) the date when the Eligible Premises applicable to the Customer are registered to the Supplier on the central market operating system (CMOS) and where no other contract terms apply between the Supplier and the Customer in relation such Eligible Premises; (2) the date when any separately agreed contract between the Customer and the Supplier for the supply of Services in respect of such Eligible Premises terminates (but the Customer continues to receive the Services on a deemed contract basis); or (3) the date when the Customer took occupation of such Eligible Premises.
Customer: means the person, company or firm to which the Supplier provides the Services.
Data Protection Legislation: means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Disconnection Charge: means the reasonable costs and expenses suffered or incurred by the Supplier under or in connection with a disconnection of Services following the service of a Disconnection Notice.
Disconnection Notice: means the notice that we are required to send to you in certain circumstances before we disconnect your supply of Services in the form required by Relevant Laws from time to time.
Drainage Services: the provision of services relating to Highway Drainage and/or Surface Water.
Eligible Premises: means any Non-Household Premises at which the Services are to be supplied.
Force Majeure Event: has the meaning given to it in clause 13.1.
Highway Drainage: the drainage of surface water from roads and highways.

Meter: means a meter installed at or near the Eligible Premises which records the volume of water supplied to the Eligible Premises pursuant to the Services.
Meter Read: means a read of the Meter by physical or electronic inspection.
Network: means either or both of the Water Supply System and/or the Sewerage System of a Wholesaler as the context requires and all associated meters.
Non-Household Premises: means premises other than Household Premises (as defined in Section 17C of the Water Industry Act 1991).
Personal Data: has the meaning given in the Data Protection Legislation.
Reconnection Charge: means the reasonable costs and expenses suffered or incurred by the Supplier under or in connection with a reconnection of Services pursuant to clause 8.4.
Relevant Laws: means any provision of law, regulation or legally binding code of practice that is applicable to the supply or the receipt of the Services.
Relevant Licences: means the following licences issued to the Supplier by the Authority:

1. Licence to supply water to Non-Household Premises using the public water networks operated by water undertakers whose areas are wholly or mainly in England.
2. Licence to provide sewerage services to Non-Household Premises using the public wastewater networks operated by sewerage undertakers whose areas are wholly or mainly in England, including for the provision of Trade Effluent Service if applicable.

Retail Service Fee: means our service charge specified in the Contract Schedule, which shall be due and payable in addition to the Charges.
Services: means the supply of Water Services and/or Sewerage Services and/or Drainage Services and/or Trade Effluent Services by the Supplier to the Customer at the Eligible Premises pursuant to the Contract.
Supplier: First Business Water Limited (Company Number 10797006).
Sewerage Services: means any or all of those services provided by the applicable Wholesaler in connection with its duties under sections 117A and 117B of the Water Industry Act 1991.
Supply Point: means, in relation to any Eligible Premises, the point at which Water Services or Sewerage Services are provided and (to avoid doubt): any Eligible Premises that receives both Water Services and Sewerage Services shall have two Supply Points; and any Eligible Premises that receives either Water Services or Sewerage Services only shall have one Supply Point.
Surface Water: rain and other water which drains from the surface of buildings (including roof water) or land within the curtilage of premises.
Trade Effluent Services: means services relating to the discharge of liquid waste from a business or an industrial process into the public foul sewers.
Transfer: means the completion of any Transfer Registration Application for any Supply Point such that the Supply Point becomes registered to another holder of Relevant Licences.
Transfer Date: means the date of completion of a Transfer.
Transfer Read: means a Meter Read performed on or around the Transfer Date.
Transfer Registration Application: means an application in the form required by Relevant Laws made by the Customer requiring a Transfer.
UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
Unplanned Event: means any of the following events affecting the Network:

1. The breakdown, blockage, defect, fault or failure of plant equipment, apparatus, pipes, structures, or facilities.
2. Any shortage of, or limitation on the use of, water arising from weather or environmental conditions.
3. Any deficiency in the quality of water available for supply for any reason.
4. Any pollution from sewerage or otherwise, or any unplanned discharge or flooding.
5. Any other event which could reasonably be considered to be of an emergency nature.

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

Water Services: means any or all of those services provided by the applicable Wholesaler in connection with its duties under sections 66A and 66AA of the Water Industry Act 1991.

Wholesaler: –means a company appointed under section 6 of the Water Industry Act 1991 providing Water Services and/or Sewerage Services to customers and maintaining infrastructure for the provision of such services.

1. Contract

- 1.1. The Contract starts on the Contract Start Date and continues until it ends in accordance with the applicable provisions of these terms and conditions.
- 1.2. In the event that there is an inconsistency or any conflict between the provisions of the Contract Documents, the provisions of these terms and conditions shall prevail.
- 1.3. You acknowledge and agree that the Supplier may amend the Contract Documents provided that the Supplier gives at least 30 days' notice to the Customer of any such changes and the effective dates. Following such notice, these terms and conditions (as amended) will be available to review at www.firstbusinesswater.co.uk. The Customer agrees that such amended terms and conditions will apply to the Contract if the Customer continues to receive the Services following the expiry of such notice period.
- 1.4. The Customer warrants to the Supplier that in connection with its receipt of the Services:
 - 1.4.1. it shall comply with all Relevant Laws; and
 - 1.4.2. it shall not undertake any act or omission would or may place the Supplier in breach of any of the Relevant Licences.
- 1.5. The Customer acknowledges and agrees that it, or the applicable property owner, has 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 state and condition of such pipework. The Customer will become the owner of and responsible for (including for risk of loss and risk of flooding), the water supplied to at the Connection Point provided that nothing in this clause will transfer any risk that the Supplier or the applicable Wholesalers has under any duty placed on the Supplier or the applicable Wholesalers by any Relevant Laws.
- 1.6. The Customer shall promptly notify the Supplier of any change to any applicable Eligible Premises, or to how it is used, that would result in it no longer being Eligible Premises. The Customer shall additionally promptly notify the Supplier of 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.
- 1.7. In providing the Services the Supplier shall comply with all Relevant Laws.
- 1.8. The Customer authorises the Supplier to perform reasonable and proportionate commercial credit checks on the Customer as a condition of entering into the Contract. If the Customer is a sole trader or an unincorporated partnership, the signatory to the Contract, for themselves and on behalf of all other partners (in the case of an unincorporated partnership) authorises the Supplier to perform reasonable and proportionate personal credit checks on the applicable individuals, and such signatory warrants that they have obtained all necessary consents required under the Data Protection Legislation for the lawful performance of such checks.

2. Supply of water and wastewater services

- 2.1. With effect from the Contract Start Date, the Supplier shall supply the Services to the Customer on and subject to the terms of the Contract.
- 2.2. The Supplier Warrants to the Customer that:
 - 2.2.1. it holds the Relevant Licences;
 - 2.2.2. the Relevant Licences are in full force and effect; and
 - 2.2.3. the Services will be supplied with reasonable care and skill.
- 2.3. The Customer acknowledges and agrees that the Services are supplied through infrastructure owned and maintained by the relevant Wholesaler, and accordingly that the Supplier has no control and no obligation in relation to such infrastructure. In particular, the Customer acknowledges and agrees that the Supplier gives no warranty or other assurance:
 - 2.3.1. that the relevant Wholesaler will deliver Services to the Connection Point at all times (without disruption);

- 2.3.2. regarding the volume, quality, constancy, or pressure of the water delivered;
 - 2.3.3. that the supply of Services may be interrupted or suspended without notice if there is an Unplanned Event; and
 - 2.3.4. that the supply of Services may be interrupted or suspended for the purposes of the relevant Wholesaler carrying out necessary maintenance, repair, replacement, and inspection works.
- 2.4. The Customer and the Supplier may by written agreement add an additional Eligible Premises to the Contract from time to time and following such addition:
 - 2.4.1. the Eligible Premises shall be construed accordingly;
 - 2.4.2. the Supplier shall supply the Services to the Customer at the new Eligible Premises for the remainder of the term of the Contract, provided that the agreement of the Supplier to such addition shall be conditional upon the Customer and the Supplier agreeing in writing any required changes to the terms of the Contract Schedule.
 - 2.5. The Customer and the Supplier may by written agreement remove Eligible Premises from the Contract from time to time, and following such removal:
 - 2.5.1. the Eligible Premises shall be construed accordingly;
 - 2.5.2. the Supplier shall supply the Services to the Customer at the new Eligible Premises for the remainder of the term of the Contract, provided that the agreement of the Supplier to such removal shall be conditional upon the Customer and the Supplier agreeing in writing any required changes to the terms of the Contract Schedule.
 - 2.6. The Supplier reserves the right to adjust the Charges, if the Customer's consumption or usage levels of Water Services and/or Sewerage Services change significantly or if the applicable Wholesaler make changes to the Eligible Premises in CMOS. The Supplier shall notify the Customer in writing in advance of any such adjustment taking place.

3. Charges

- 3.1. In consideration of the supply of the Services, the Customer shall pay the Charges.
- 3.2. In addition to the Charges, the Customer shall on demand pay the following additional charges if applicable:
 - 3.2.1. The Retail Service Fee.
 - 3.2.2. The reasonable costs and expenses (including a reasonable sum in respect of management time) incurred by or on behalf of the Supplier under or in connection with:
 - 3.2.2.1. the enforcement of the Supplier's rights under the Contract;
 - 3.2.2.2. the rectification of any damage caused to any Meter and/or any associated equipment by the Customer or any employee, agent or subcontractor of the Customer;
 - 3.2.2.3. the Administration Charges; and
 - 3.2.2.4. any and all incidental charges which are applicable to the Services charged by the applicable Wholesaler to the Supplier from time to time.
- 3.3. All amounts payable under the Contract are exclusive of any applicable VAT. VAT may therefore be payable (at the appropriate rate for the Customer and the services provided) under the Contract. The Supplier will add VAT to invoices raised to the Customer based on the Customer's SIC Code in accordance with HMRC rules, and the Customer shall notify the Supplier immediately in the event that there are any changes to the VAT status of the Customer.
- 3.4. The Supplier may by separate agreement with the Customer supply additional services in excess of the Services. In such circumstances, the charges payable and the associated payment terms in respect of such additional services shall be those specified in such separate agreement.
- 3.5. The Customer acknowledges and agrees that the Charges may increase or decrease with the wholesale area default wholesale charges as published by the Wholesaler in accordance with its Wholesaler tariff document from time to time, and that any such increase or decrease shall take effect from the date of any change to such wholesale charges.
- 3.6. The Customer acknowledges and agrees that the Retail Service Fee shall increase each year with effect from 1st April in each year of the term of the Contract in line with Retail Price Index using the most recent appropriate index.

- 3.7. The Supplier 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 Contract and such calculation shall be final and binding on the Customer, save in the case of manifest error or fraud.
- 3.8. The Supplier:
- 3.8.1. shall use reasonable endeavours to procure Meter Reads on or about the dates set out in the Contract; and
- 3.8.2. shall use reasonable endeavours to procure a Transfer Read on or around the Transfer Date.
- If the Supplier is prevented from procuring a Meter Read or Transfer Read (as applicable) for any reason, the Supplier may use estimated reads.
- 3.9. The Supplier shall calculate the Charges using the Meter Read or Transfer Read (as applicable), or estimates thereof.
- 3.10. The Supplier reserves the right to adjust the Charges to reflect the amount of any additional costs incurred by the Supplier in supplying the Services in consequence of any change to Relevant Laws.
- 3.11. If in relation to an Eligible Premises there is a recalculation of any charges due and payable by us to the relevant Wholesaler for such Eligible Premises which:
- 3.11.1. relate the supply of Services to such Eligible Premises; and
- 3.11.2. relate to a period in respect of which the Supplier has issued an invoice to the Customer; and
- 3.11.3. as a result of such recalculation, the Supplier receives a payment from the relevant Wholesaler as a credit against previously paid or payable wholesale charges, then the Supplier may revise the Charges taking account of such credit and may refund or credit to the Customer the amount of such credit, provided that the Supplier may set-off all or part of the amount of such credit against any outstanding sums payable by the Customer to the Supplier under or in connection with the Contract.
- 3.12. The Customer shall indemnify and keep indemnified the Supplier on demand from and against any and all losses, costs and expenses (including in respect of management time charged at the rate of £40.00 per hour) suffered or incurred by the Supplier in consequence of:
- 3.12.1. any breach by the Customer of its obligations under or in connection with the Contract;
- 3.12.2. any liability of the Supplier to a Competent Authority arising in consequence of the act or omission of the Customer, or of any officer, employee, agent or subcontractor of the Customer.
- 3.13. The Administration Charges shall be the aggregate of the following charges:
- 3.13.1. £30.00 in circumstances where the Supplier or any of its employees, agents or subcontractors are required to undertake non-routine activities in order to procure a Meter Read or a Transfer Read (as applicable).
- 3.13.2. £30.00 in circumstances where the Supplier or any of its employees, agents or subcontractors:
- 3.13.2.1. are unreasonably refused access to the applicable Meter by the Customer or any of its employees, agents or subcontractors such that a Meter Read or a Transfer Read (as applicable) cannot be performed; or
- 3.13.2.2. are prevented from performing a Meter Read or a Transfer Read (as applicable) because the applicable Meter is physically obstructed for any reason.
- 3.13.3. £40.00 in circumstances where a direct debit payment due from the Customer to the Supplier is declined by the Customers bank for any reason.
- 3.13.4. £40.00 in circumstances where a direct debit mandate authorised by the Customer for making payment of the Charges is cancelled by the Customer for any reason without the prior written consent of the Supplier.
- 3.13.5. the amount of any one-off or exceptional payment required to be made by the Supplier to the applicable Wholesaler under or in connection with the Services.

4. Payment

- 4.1. The Supplier may submit an invoice or amend any invoice already submitted if the amount of the Charges is affected in consequence of the happening of any of the following events:
- 4.1.1. The rateable value of the Eligible Premises changing for any reason, and either the Customer notifies the

Supplier of any such change, or the Supplier otherwise becomes aware of any such change.

- 4.1.2. An event which results in an increase in the charges payable by the Supplier to the applicable Wholesaler in relation to the Services. In such circumstances, the Supplier may backdate any increase in the Charges to the extent permitted by the Relevant Licences.
- 4.2. If the Eligible Premises are metered, the Charges will be based on Meter Reads or estimates thereof, and the Supplier shall submit invoices for the Charges at the intervals set out in the Contract Schedule.
- 4.3. Invoices for Trade Effluent Services shall be submitted by the Supplier at the intervals set out in the Contract Schedule and shall include the following charges:
- 4.3.1. The availability charge set out in the Contract Schedule.
- 4.3.2. A usage charge based on Meter Reads or estimates thereof.
- 4.3.3. If the applicable Meter facilitates automated Meter Reads, the Charges shall be calculated by reference to such Meter Reads, provided that the Supplier shall procure that a physical Meter Read is performed on at least one occasion in each 12 month period of the Contract.
- 4.3.4. If the Eligible Premises does not have a Meter, the Charges shall be based on the rateable value of the Eligible Premises or an assessed usage.
- 4.3.5. If the Services are measured by a Meter which serves the Eligible Premises together with one or more other properties, the Charges shall be based on the proportion of the Meter Read or estimate thereof which is attributable to the consumption of the Services at the Eligible Premises.
- 4.4. All invoices submitted by the Supplier for amounts payable under or in connection with the Contract shall be payable in full on the date of receipt by the Customer, provided that if the Customer disputes the amount of any such invoice reasonably and in good faith, the Customer shall immediately pay the undisputed part of such invoice and shall with 10 Business Days notify the Supplier in writing of the reasons for such dispute. Thereafter, the Customer and the Supplier shall cooperate reasonably and in good faith to resolve such dispute as soon as is reasonably practicable.
- 4.5. If a Supplier invoice is not paid by the Customer when required by the Contract, the provisions of clause 5 and clause 8 shall apply.
- 4.6. If the Services comprise both water services and sewerage services:
- 4.6.1. if the Contract ends for either of such services, the Contract shall remain in full force and effect in respect of the part of the Services which continues; and
- 4.6.2. if the Customer makes a payment to the Supplier but do not notify the Supplier of the part of the Services that such payment relates to, the Supplier shall apply such payment in the following order of priority:
- 4.6.2.1. in full or partial payment of invoices for Services which have been outstanding for payment for 90 days or more (paying the oldest invoice first);
- 4.6.2.2. in respect of any remaining balance, in full or partial payment of outstanding invoices for water services and sewerage services in equal proportions; and
- 4.6.2.3. in respect of any remaining balance, in full or partial payment of any other amount due for payment by the Customer to the Supplier under or in connection with the Contract.
5. **Late Payment and non-payment**
- 5.1. In respect of all sums payable by the Customer to the Supplier under or in connection with the Contract, the applicable provisions of Late Payment of Commercial Debts (Interest) Act 1998 shall apply.
6. **Security Deposit**
- 6.1. The Supplier may at any time require the Customer to provide a security deposit as security for the provision of the Services (**Security Deposit**). If a Security Deposit is required, the amount of the Security Deposit shall be calculated as follows:
- 6.1.1. If the Customer is invoiced for the Services on a monthly basis, the Security Deposit shall be three times the average of the monthly Charges payable or estimated to be payable in any 3 month period of the Contract.

- 6.1.2. If the Customer is invoiced for the Services on quarterly or six monthly basis, the Security Deposit shall be six times the average of the monthly Charges payable or estimated to be payable in any 6 month period of the Contract.
- 6.2. The Supplier may at any time apply some or all of the Security Deposit in full or partial payment of any sum payable to the Supplier under or in connection with the Contract, and in such circumstances the Supplier may require the Customer to immediately pay to the Supplier such applied amount in reinstatement of the Security Deposit.
- 6.3. Interest shall not accrue or be payable on the Security Deposit.
- 6.4. If the Supplier is holding a Security Deposit when the Contract terminates, after the deduction of any amounts payable by the Customer to the Supplier under or in connection with the Contract, the Supplier shall repay the remaining balance (if any) of the Security Deposit to the Customer.
- 6.5. The Customer may at any time request that the Supplier reviews its requirement for a Security Deposit, but any decision as to whether a Security Deposit is required shall be at the sole discretion of the Supplier. If following any such review, the Supplier determines that a Security Deposit is no longer required, after the deduction of any amounts payable by the Customer to the Supplier under or in connection with the Contract, the Supplier shall repay the remaining balance (if any) of the Security Deposit to the Customer.
- 7. Meters Access and information**
- 7.1. If the Services are measured by a Meter, the Supplier may request that the Customer provides Meter Reads to the Supplier. If the Customer agrees to do so, and but fail to provide a Meter Read when requested, the Customer will allow the Supplier (or one of the Supplier's agents) to access such Meter and take a Meter Read.
- 7.2. The Customer agrees to the Supplier carrying out any works needed in connection with the Services, including (but not limited to) installing, maintaining, testing, repairing, replacing, removing, disconnecting and reconnecting Meters and associated equipment. If, in connection with such works, the Supplier requires the permission or consent of a third party (for example, permission from a landlord if the Customer is a tenant under a lease,) to enable the Supplier lawfully undertake such works, the Customer shall obtain such permission or consent in advance of the commencement of such works and shall provide the Supplier with evidence of such permission or consent.
- 7.3. Unless the Supplier otherwise confirms to the Customer in writing, the Meter and associated equipment at the Eligible Premises will be provided by and is the property of the applicable Wholesaler, and the Customer shall not remove, damage, modify (including by way of the addition of a data logger), bypass or otherwise tamper with the Meter or the associated equipment. The Customer shall take reasonable steps to ensure that the Meter and associated equipment is kept free from obstruction, damage or interference. The Customer acknowledges that any unauthorised tampering with a Meter or associated equipment is an offence under the Relevant Laws.
- 7.4. If damage to a Meter or associated equipment is caused by the Customer or any of its employees, agents or subcontractors, or by any device that the Customer has permitted to be fitted to the Meter or associated equipment (other than fitted by or on behalf of the Supplier or the applicable Wholesaler), the Customer shall pay to the Supplier on demand the costs and expenses suffered or incurred by the Supplier in rectifying such damage, including an amount (calculated on an average daily basis) in respect of the consumption of the Services which has not been accurately recorded in consequence of such damage.
- 7.5. At all reasonable times, the Customer shall provide the Supplier, the applicable Wholesaler and any of their respective employees, agents or subcontractors, safe and unobstructed access (by vehicle in appropriate cases) to any Eligible Premises and to the applicable Meter, associated equipment and associated pipework to:
- 7.5.1. undertake any required activity in connection with a Meter, associated equipment and associated pipework, including reading, inspecting, testing, repairing, exchanging, installing, disconnecting, removing or reconnecting a Meter, associated equipment or associated pipework;
- 7.5.2. disconnect the Customer's supply of the Services;
- 7.5.3. disconnect the supply of any other person, company or firm Customer which shares the Services;
- 7.5.4. take possession of the Meter or other equipment owned by the Supplier or the applicable Wholesaler own if the Customer ceases to receive the Services for any reason;
- 7.5.5. inspect or test a Meter or connection to the Eligible Premises which is not owned or provided by the Supplier or the applicable Wholesaler;
- 7.5.6. enable the Supplier to comply with its obligations under the Relevant Laws;
- 7.5.7. sample or monitor water quality; or
- 7.5.8. sample or monitor Trade Effluent.
- 7.6. The Customer shall ensure that the Supplier and its employees, agents and subcontractors are provided with immediate unobstructed access to the Eligible Premises at any time in the case of an emergency, or where such access is required by the Relevant Laws.
- 7.7. The Customer acknowledges and agrees that the Supplier shall not be responsible or liable for:
- 7.7.1. any faults in a Meter or associated equipment which the Supplier does not own or has not supplied under or in connection with the Contract, or for any resulting losses, costs, damages or expenses;
- 7.7.2. any faults in a Meter or associated equipment arising in consequence of the Customer fitting any device to or tampering with such Meter or associated equipment;
- 7.7.3. any losses, costs or damages arising consequence of the Customer or any of its employees, agents or subcontractors fitting any device to or otherwise tampering with a Meter or associated equipment; or
- 7.7.4. any losses, costs or damages arising in consequence of any defect in a Meter or associated equipment.
- 7.8. If required to enable the Supplier to comply with its obligations under the Relevant Laws, or to perform its obligations under the Contract, the Supplier may require the Customer to provide certain information and assistance. The Customer shall use its reasonable endeavours to provide such information and assistance within the timescales requested.
- 8. Disconnections**
- 8.1. Subject to the Supplier giving the Customer a Disconnection Notice if required by Relevant Laws, the Supplier may temporarily disconnect the supply of all or part of the Services if:
- 8.1.1. the Customer does not pay any amount properly due and payable for the applicable Services as required by the Contract;
- 8.1.2. the Customer or any of its employees, agents or subcontractors unreasonably prevent the Supplier or any of its employees, agents or subcontractors from accessing a Meter at all reasonable times;
- 8.1.3. the Customer fails or refuses to provide a Security Deposit when required;
- 8.1.4. the Customer or any of its employees, agents or subcontractors act in breach of any Relevant Laws; or
- 8.1.5. the Customer requests that the Supplier disconnects such supply on a temporary basis for any reason (for example, if the Eligible Premises are subject to refurbishment).
- If such a temporary disconnection is undertaken, the Customer shall pay the Disconnection Charge in full and on demand.
- 8.2. The Supplier may permanently disconnect all or the relevant part of the Services if:
- 8.2.1. the Customer uses all or any part of the Services in breach of the Relevant Laws;
- 8.2.2. the Customer requests that the Supplier disconnects such supply on a permanent basis for any reason (for example, if the Eligible Premises are subject to demolition); or
- 8.2.3. all or any part of the Services have been disconnected on a temporary basis for three months or more, in which case the disconnection automatically becomes permanent.
- 8.3. If all or any part of the Services have been disconnected on a permanent basis, the Contract will terminate in respect of the disconnected Services on the date of the relevant disconnection, provided that:
- 8.3.1. such termination shall be without prejudice to the antecedent rights and obligations of the Customer and the Supplier; and

- 8.3.2. the Contract shall continue in full force and effect in respect of any part of the Services which are not disconnected on a permanent basis.
- 8.4. If all or any part of the Services have been temporarily disconnected in any of the circumstances set out in clause 8.1 and the Customer has rectified the applicable default to the satisfaction of the Supplier, if requested by the Customer to do so, the Supplier may agree to reconnect the applicable part of the Services, subject to the Customer paying the Reconnection Charge in full and on demand.
- 9. Termination of the Contract and moving**
- 9.1. Subject to clause 8.3, the Contract may be terminated or any change in the Eligible Premises agreed, only in accordance with the provisions of this clause 9.
- 9.2. If the Customer is leaving the Eligible Premises, the Customer may end the Contract by giving the Supplier notice in writing not less than 10 Business Days prior to the date upon which the Customer vacates the Eligible Premises. In default of such notice, the Contract will continue in full force and effect and the Customer shall continue to be liable to pay the Charges unless and until the earlier of:
- 9.2.1. the date upon which the Customer provides the Supplier with evidence that the Customer has vacated the Eligible Premises and has ceased to have any rights of occupation of the Eligible Premises; or
- 9.2.2. the Supplier otherwise becomes aware that the Customer has vacated the Eligible Premises and has ceased to have any rights of occupation of the Eligible Premises,
- provided that in all circumstances, the Customer shall be liable to pay all amounts payable to the Supplier under or in connection with the Contract which are referable to the period prior to the date of termination of the Contract.
- 9.3. If the Customer fails to give the Supplier an accurate Meter Read as at the date upon which the Customer vacates the Eligible Premises, the Supplier may apply a reasonable estimate of such Meter Read for the purposes of raising a final invoice for the Services, provided that in such circumstances the Customer shall be liable to pay such additional Charges as may be calculated by reference to the next following physical Meter Read.
- 9.4. The Contract shall terminate immediately upon the Customer becoming subject to an event of insolvency.
- 9.5. If the Contract terminates for any reason, such termination shall be without prejudice to the antecedent rights of the Customer and the Supplier.
- 9.6. The Customer may at any time make a Transfer Application, provided that the Customer shall remain liable to pay the Charges until and including the Transfer Date, and all other sums payable by the Customer under or in connection with the Contract which are referable to the period prior to the Transfer Date.
- 10. Confidentiality**
- 10.1. Each party will:
- 10.1.1. only use the other party's confidential information for the purpose of performing its obligations and exercising its rights under the Contract; and
- 10.1.2. not disclose the other party's confidential information to any other person except as permitted by clause 10.2.
- 10.2. Each party may disclose the other party's confidential information:
- 10.2.1. if required by law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
- 10.2.2. to those of its officers, directors, employees and professional advisers and, in the case of the Supplier, the applicable Wholesaler and our employees, agents and sub-contractors, who need to know such confidential information to enable the Supplier to perform its obligations and exercise its rights under
- suffered or incurred by the Supplier arising in consequence of the warranty set out in clause 11.2 being or proving to be untrue.
- 12. Assignment**
- 12.1. The Supplier may at any time:
- 12.1.1. Transfer, assign or otherwise deal with any or all of its rights under or in connection with the Contract; and
- 12.1.2. subcontract any or all of its obligations under or in connection with the Contract, provided that the Supplier shall remain liable to the Customer for the performance of such obligations.
- 12.2. The Customer may not at any time transfer, assign or otherwise deal with any or all of its rights under or in connection with the Contract without the prior written consent of the Supplier.
- 13. Force Majeure**
- 13.1. The Supplier shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 21 weeks the Customer may terminate the Contract by giving not less than 10 Business Days written notice to the Supplier.
- 14. Limitation of liability**
- 14.1. References to liability in this clause 14 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 14.2. Nothing in this clause 14 limits any liability which cannot legally be limited, including but not limited to liability for:
- 14.2.1. death or personal injury caused by negligence;
- 14.2.2. fraud or fraudulent misrepresentation; and
- 14.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.3. Subject to clause 14.2, the Supplier's total liability to the Customer under or in connection with the Contract shall not exceed £50,000.00 in respect of any one event or series of connected events.
- 14.4. Subject to clause 14.2, the following types of loss wholly excluded:
- 14.4.1. Loss of profits.
- 14.4.2. Loss of sales or business.
- 14.4.3. Loss of agreements or contracts.
- 14.4.4. Loss of anticipated savings.
- 14.4.5. Loss of use or corruption of software, data or information.
- 14.4.6. Loss of or damage to goodwill.
- 14.4.7. Indirect or consequential loss.
- 14.5. Subject to clause 14.2, the Supplier shall no liability under or in connection with the Contract arising in consequence of:
- 14.5.1. any damage to, defect in or failure of any ducting, pipework or other infrastructure beyond the Supply Point and via which any part of the Services are delivered, including any such ducting, pipework or other infrastructure which:
- 14.5.1.1. connects the Supply Point to the Eligible Premises; or
- 14.5.1.2. is situated within or beneath the Eligible Premises,
- other than in circumstances where such damage defect or failure arises in consequence of any act or omission of the Supplier or any of its employees, agents or subcontractors; and
- 14.5.2. any Unplanned Event or any Force Majeure Event.
- 15. Notices**
- 15.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 15.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 15.1.2. sent by fax to its main fax number or in the case of the Supplier sent by email to contactus@firstbusinesswater.co.uk
- 11. Data Protection**
- 11.1. In complying with their respective obligations under or in connection with the Contract, the Customer and the Supplier shall each comply with the Data Protection Legislation.
- 11.2. The Customer warrants that it has obtained all necessary consents required under the Data Protection Legislation to enable the Supplier to lawfully process any and all Personal Data provided by the Customer to the Supplier under or in connection with the Contract.
- 11.3. The Customer shall indemnify and shall keep indemnified on demand the Supplier from and against any and all liabilities

- 15.2. Any notice or communication shall be deemed to have been received:
- 15.2.1. if delivered by hand, at the time the notice is left at the proper address;
 - 15.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 15.2.3. if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume, and for such purposes business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16. Third Party Rights**
- 16.1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17. Entire Agreement**
- 17.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18. Waiver**
- 18.1. A failure or delay by the Supplier to exercise any right or remedy provided under or in connection with the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy by the Supplier. No single or partial exercise of any right or remedy of the Supplier under or in connection with the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy by the Supplier.
- 19. Severance**
- 19.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 20. Governing Law and Jurisdiction**
- 20.1. 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.
- 20.2. 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.
- 21. Concerns and Complaints**
- 21.1. If the Customer has any concerns and/or queries about any aspect of the Services or the Charges, in the first instance the Customer shall contact the Supplier's customer service team at contactus@firstbusinesswater.co.uk.
- 21.2. If the Customer has an issue or complaint relating to the Services, the Customer shall, in the first instance, raise any such issues or concerns by following the Complaints Handling Procedure.
- 22. Variation**
- 22.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).