



First Business Water

Terms and Conditions

Last updated July 2024

Please read these terms and conditions carefully so that you are fully aware and understand our mutual obligations and responsibilities

1. GENERAL TERMS

- 1.1. These Terms and Conditions are for business customers (which includes Microbusiness Customers). They should be read alongside your Contract, which together make up the "**Agreement**" between us.
- 1.2. These Terms and Conditions will apply if we (as defined below) supply and you (as defined below) receive the Services (as defined below) at the Eligible Premises (as defined below) on a contracted basis pursuant to the Contract (as defined below).
- 1.3. These Terms and Conditions will apply to the Contract and exclude any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.4. Each of you and us acknowledge and agree that the Agreement is legally binding and that you and we must comply with our respective obligations under the Agreement.
- 1.5. Please read these Terms and Conditions carefully so that you are fully aware and understand our mutual obligations and responsibilities. In the event of inconsistency with any other document, these Terms and Conditions will prevail over any other document between us including, your Contract unless otherwise agreed with you.

2. DEFINITIONS

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

"Administration Charge"	means our charges in connection with providing the Services as set out in the Administration Charges Schedule published on our website https://firstbusinesswater.co.uk/ .
"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 Agreement in consideration of the supply of the Services as set out in the Contract, 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.
"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 us and you for the supply of the Services to which these Terms and Conditions are attached.
"Contract Start Date"	means the date when we start providing services to the Eligible Premises.
"Contract End Date"	means the last day of a Fixed Term (as applicable).
"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).
"Drainage Services"	means the type of Sewerage Services which include the provision of services relating to Highway Drainage and/or Surface Water.

"Eligible Premises"	means the Non-Household Premises at which the Services are to be supplied as identified in the Contract.
"Fixed Term"	means the length of time during which your prices are fixed (subject to the rest of the terms of the Agreement) as agreed between you and us in writing and set out in the Contract.
"Force Majeure Event"	has the meaning given to it in clause 18.7
"Highway Drainage"	means 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.
"Metering Agent"	means a third party acting on behalf of us and/or the applicable Wholesaler to carry out metering works in connection with the Services.
"Meter Read"	means a read of the Meter by physical or electronic inspection.
"Microbusiness Customer"	means a Non-Household Customer where the number of employees is less than ten (10) on the earlier of (i) the date on which a relevant Transfer Registration Application is submitted, and (ii) the date on which these Terms and Conditions are agreed.
"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 Customer"	means a person who may be identified as our customer for any Eligible Premises.
"Non-Household Premises"	means premises other than Household Premises (as defined in Section 17C of the Water Industry Act 1991).
"Non-Primary Charge"	means any Wholesaler Charges which are not Primary Charges and, to avoid doubt, this includes all charges that relate to the provision of one off or discrete services performed pursuant to the Services and set out in the Wholesaler Tariff Document in relation to specific circumstances or events.
"Outstanding Charges"	means the amount of any Charges which are due to us from you, and which remain unpaid after the due date for payment.
"Personal Data"	has the meaning given in the Data Protection Legislation.
"Primary Charge"	means any Wholesaler Charges set out in the Wholesaler Tariff Document that relate to the supply of Services both on an enduring or temporary basis and including: (i) fixed and volumetric charges and allowances; (ii) any other charges set out in the Wholesaler Tariff Document in relation to specific circumstances or events but excluding any Non-Primary Charges.
"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 us by the Authority: <ol style="list-style-type: none">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.

"Services"	means the supply of Water Services and/or Sewerage Services and/or Drainage Services and/or Trade Effluent Services by us to you at the Eligible Premises pursuant to the Agreement.
"Sewerage Services"	means sewerage services provided to the Eligible Premises using the public wastewater network owned and operated by the relevant Wholesaler.
"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 receive both Water Services and Sewerage Services will have two Supply Points; and any Eligible Premises that receive either Water Services or Sewerage Services only will 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.
"Termination Fee"	means a payment by you where the Agreement is terminated before the end of the Fixed Term and this payment is calculated in accordance with clause 13.
"Third Party Charge"	means a charge which a third party applies for carrying out work in connection with the Services and the Agreement. This may include, for example, work by metering agents to carry out metering work, where such work is not carried out by the applicable Wholesaler.
"Trade Effluent Services"	means type of Sewerage Services relating to the discharge of liquid waste from a business or an industrial process into the public foul sewers where Trade Effluent Consents (as defined under section 118 of the Water Industry Act 1991) are made between you and the relevant Wholesaler.
"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 Application"	Registration means an application in the form required by Relevant Laws made by you 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: <ol style="list-style-type: none">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 the supply of water to Eligible Premises using the public water networks owned and operated by the relevant Wholesaler.
"we" or "us"	First Business Water Limited (Company Number 10797006).

- "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.
- "Wholesaler Charge"** means the charges which the Wholesaler applies in accordance with its Wholesaler Tariff Document comprising Primary Charges and Non-Primary Charges.
- "Wholesaler Tariff Document"** means the document published by the Wholesaler from time to time setting out its current Wholesaler Charges.
- "you" or "your"** means the person, company or firm identified in the Contract.

3. CONTRACT DURATION

- 3.1. The Agreement starts on the Contract Start Date and continues until the Contract End Date or the date the Agreement is terminated in accordance with the applicable provisions of these Terms and Conditions.
- 3.2. If, on the day after the Contract Start Date, the Eligible Premises is still being supplied by another retailer, we may agree another Contract Start Date with you. If another Contract Start Date is agreed, your Contract End Date will be adjusted in accordance with the term of your Agreement.

4. YOUR RESPONSIBILITIES

- 4.1. You agree to carry out your responsibilities under the Agreement, including to take the Services supplied to you by us and to pay any of the Charges due. This includes any additional Charges which may become due at any point during the term of the Agreement.
- 4.2. You represent and warrant to us that:
 - 4.2.1. you will comply with all Relevant Laws;
 - 4.2.2. you will not undertake any act or omission which would or may place us in breach of any of the Relevant Licences;
 - 4.2.3. that any and all Eligible Premises to which Services are supplied under the Agreement are Non-Household Premises;
 - 4.2.4. all of the information provided by you (or on your behalf) in relation to the Contract is accurate and complete, and not misleading;
 - 4.2.5. you will provide us with assistance and information that we reasonably require to enable us to comply with our responsibilities under the Agreement and our Relevant Licences.
- 4.3. You acknowledge and agree that you, or the applicable property owner, have responsibility for the water and sewerage pipework in, on or under any Eligible Premises, up to the Connection Point. This includes responsibility for any loss of water or for any water or sewerage flooding (including for risk of loss and risk of flooding) arising from the state and condition of such pipework.
- 4.4. You will promptly notify us of any change (including the date of such change) to any applicable Eligible Premises, including change of use, extension, addition or removal, including where such change would result in it no longer being Eligible Premises.
- 4.5. When you are the occupier of the Eligible Premises, you agree to provide us with the name, address, and telephone number of the owner of the Eligible Premises at the start of the Agreement. If there are any changes to the Eligible Premises owner, you agree to notify us of the changes in writing at least thirty (30) days prior to the date the changes are due to be made or as soon as you become aware of them. You will be responsible for obtaining the necessary consents from the owner of the Eligible Premises from time to time for the provision of such information in accordance with Data Protection Legislation.
- 4.6. You are responsible for terminating your agreement with your current retailer and ensuring that they have no cause to object to your transfer to us under your agreement with them.
- 4.7. You agree to our contacting you in relation to the Agreement using any contact details provided to us by you.
- 4.8. You will use your reasonable endeavours to provide us with information and assistance within the timescales requested to enable us to comply with the Relevant Laws and perform our obligations under the Agreement.

5. OUR RESPONSIBILITIES

- 5.1. In providing the Services we will comply with all Relevant Laws.
- 5.2. We warrant to you that:
 - 5.2.1. we hold the Relevant Licences;
 - 5.2.2. the Relevant Licences are in full force and effect; and
 - 5.2.3. the Services will be supplied with reasonable care and skill.
- 5.3. We will perform reasonable and proportionate credit checks on you as a condition of entering into the Agreement. Such credit checks include personal credit checks if you are a sole trader or an unincorporated partnership. In the case of an unincorporated partnership, the signatory to the Agreement warrants that they have obtained all necessary consents required under the Data Protection Legislation for the lawful performance of such checks on all other partners.

5.4. If a compensation payment from the Wholesaler is due to you, for example because of an Unplanned Event, we will pass it on to you once we receive it from the Wholesaler. Any compensation payment received from the Wholesaler or due to you from us may be used to set-off all or part of any outstanding sums payable by you to us under or in connection with the Agreement.

6. MICROBUSINESS CLASSIFICATION AND RIGHTS

- 6.1. You must inform us before the Contract is agreed if you meet the Microbusiness Customer criteria and you must provide to us such supporting evidence as we may reasonably request. We reserve the right, acting reasonably, to disagree with your self-assessment and to classify you as a non-microbusiness customer instead.
- 6.2. If you fail to provide to us information and/or supporting evidence that you meet the Microbusiness Customer criteria by such date as communicated by us from time to time, we will classify you as a non-microbusiness customer.
- 6.3. Once your classification as a Microbusiness Customer or non-microbusiness customer is determined by us at the Contract agreement date, such classification will remain the same until the Contract End Date or the date the Agreement is terminated in accordance with the applicable provisions of these Terms and Conditions.
- 6.4. You must inform us immediately if at any point during the term of the Agreement you either become or stop being a Microbusiness Customer. We will not change the terms of the Agreement, however, you may be subject to additional taxes.
- 6.5. If you are Microbusiness Customer, you have the right to cancel the Agreement within 7 days without giving any reason.
- 6.6. The cancellation period will expire after 7 days from the date the Contract is agreed.
- 6.7. To exercise the right to cancel, you must inform us of your decision to cancel the Agreement by notifying us at contactus@firstbusinesswater.co.uk.
- 6.8. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 6.9. If we have started providing the Services during the cancellation period you will be required to pay the Charges due under the Agreement up until the cancellation date.

7. SUPPLY OF WATER AND WASTEWATER SERVICES

- 7.1. With effect from the Contract Start Date, we will supply the Services to you on and subject to these Terms and Conditions.
- 7.2. We may obtain from your previous retailer (or other relevant parties) any information which we reasonably require in the course of providing the Services to you.
- 7.3. You acknowledge and agree that the Services are supplied through infrastructure owned and maintained by the relevant Wholesaler, and accordingly that we have no control and no obligation in relation to such infrastructure. In particular, you acknowledge and agree that we give no warranty or other assurance:
 - 7.3.1. that the relevant Wholesaler will deliver Services to the Connection Point at all times (without disruption);
 - 7.3.2. regarding the volume, quality, constancy, or pressure of the water delivered;
 - 7.3.3. that the supply of Services may be interrupted or suspended without notice if there is an Unplanned Event; and
 - 7.3.4. 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.

8. CHANGES

- 8.1. You and us may by written agreement amend the Contract from time to time:
 - 8.1.1. to add or remove additional Eligible Premises (in which case the Eligible Premises will be construed accordingly and we will supply the Services to you at the new or remaining (as applicable) Eligible Premises for the remainder of the term of the Agreement);
 - 8.1.2. if your consumption or usage levels of Services change significantly;
 - 8.1.3. if the applicable Wholesaler make changes to the Eligible Premises in the central market operating system ("**CMOS**");
 - 8.1.4. if you want to change:
 - 8.1.4.1. the Meter Reads frequency;
 - 8.1.4.2. the payment terms applicable in respect of any invoices issued under this Agreement;
 - 8.1.4.3. the payment method for the Charges due under this Agreement;
 - 8.1.4.4. if you require any administrative support (including without limitation having an account manager appointed to you);
 - 8.1.5. for such other reasons as may be agreed by you and us from time to time in writing, provided that the Charges payable by you under the Agreement will be amended as well to reflect any changes made to the terms of the Agreement in accordance with this clause.
- 8.2. We reserve the right to amend the terms of the Agreement (including the Charges payable by you and these Terms and Conditions) as may be necessary from time to time.
- 8.3. Unless a change is:
 - 8.3.1. exclusively for your benefit;
 - 8.3.2. purely administrative with no negative effect on you; or
 - 8.3.3. directly imposed by a change in the Relevant Laws,

we will give you at least 30 days' written notice of such change. In such circumstances, you may terminate the Agreement by giving us 5 Business Days' notice that you do not accept the change and by giving us a 30 days' notice to terminate this Agreement.

8.4. If you terminate the Agreement in accordance with clause 8.3:

8.4.1.the Agreement will terminate on the date on which the change comes into effect or, where this is not feasible due to the timing of your notice of termination, as soon as reasonably possible after that date; and

8.4.2.no Early Termination Charges will apply.

9. METERS ACCESS AND INFORMATION

9.1. If the Services are measured by a Meter (whether the Meter is provided by and is the property of the applicable Wholesaler or it is private or non-market Meter), we may request that you provide Meter Reads to us at the frequency set out in the Contract. If you agree to do so, and but fail to provide a Meter Read when requested, you will allow us (or one of our agents) to access the Meter and take a Meter Read. Administration Charges and/or Third Party Charges may apply.

9.2. Where the Meter or associated equipment is provided by and is the property of the applicable Wholesaler:

9.2.1.the applicable Wholesaler or their Metering Agent will carry 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, we require the permission or consent of a third party (for example, permission from a landlord if you are a tenant under a lease,) to enable the applicable Wholesaler or their Metering Agent to lawfully undertake such works, you will obtain such permission or consent in advance of the commencement of such works and will provide us with evidence of such permission or consent.

9.2.2.you will 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. You will take reasonable steps to ensure that the Meter and associated equipment is kept free from obstruction, damage or interference.

9.2.3.is damaged by you or any of your employees, agents or subcontractors, or by any device that you have permitted to be fitted to the Meter or associated equipment (other than fitted by or on behalf of us or the applicable Wholesaler), you will pay to us any applicable Third Party Charges and Administration Charges to rectify such damage.

9.3. At all reasonable times, you agree to provide to us, the applicable Wholesaler, their Metering Agents and any of their and our 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:

9.3.1.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;

9.3.2.disconnect your supply of the Services;

9.3.3.disconnect the supply of any other person, company or firm which shares the Services with you;

9.3.4.take possession of the Meter or other equipment owned by us or the applicable Wholesaler if you cease to receive the Services for any reason;

9.3.5.inspect or test a Meter or connection to the Eligible Premises which is not owned or provided by us or the applicable Wholesaler;

9.3.6.enable us to comply with our obligations under the Relevant Laws;

9.3.7.sample or monitor water quality; or

9.3.8.sample or monitor Trade Effluent Services.

9.4. You will ensure that we, the applicable Wholesaler, their Metering Agent and their and our 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.

9.5. Where the Wholesaler agrees to replace the Meter at your request, the Wholesaler (or a third party appointed by the Wholesaler) will carry out the work necessary to change the Meter and we will charge you any costs incurred by the Wholesaler (or the applicable third party) in regard to such a change. Any costs incurred in accordance with this clause will be included in the Non-Primary Charges where the work is carried out by the Wholesaler or in the Third Party Charges where the work is carried out by a third party appointed by the Wholesaler, and you will pay such Non-Primary Charges and/or the Third Party Charges in accordance with the terms of this Agreement.

9.6. If you reasonably believe that the Meter is inaccurate, you may ask us to request that the Wholesaler tests it. If you make such a request, we will ask the Wholesaler to test the Meter within a reasonable period of time. If the Wholesaler tests the Meter and agrees to repair or replace the Meter free of charge, no additional costs will be charged to you. If the Wholesaler tests the Meter and agrees to repair or replace the Meter at a cost, we will include all the costs incurred by the Wholesaler in repairing or replacing the Meter in the Non-Primary Charges payable by you to us in accordance with the terms of the Agreement.

9.7. We will notify you if the Wholesaler needs to change your Meter or related equipment in order to comply with the Relevant Laws or for any other reason. We will include all the costs incurred by the Wholesaler in replacing the Meter in the Non-Primary Charges payable by you to us in accordance with the terms of the Agreement.

9.8. You acknowledge and agree that we will not be responsible or liable for:

- 9.8.1.any faults in a Meter or associated equipment which we do not own or which we have not supplied under or in connection with the Agreement, or for any resulting losses, costs, damages or expenses;
- 9.8.2.any faults in a Meter or associated equipment arising in consequence of you fitting any device to or tampering with such Meter or associated equipment;
- 9.8.3.any losses, costs or damages arising in consequence of you or any of your employees, agents or subcontractors fitting any device to or otherwise tampering with a Meter or associated equipment; or
- 9.8.4.any losses, costs or damages arising in consequence of any defect in a Meter or associated equipment.

10. CHARGES

- 10.1. In consideration of the supply of the Services, you will pay the Charges.
- 10.2. We will calculate the Charges based on the following:
 - 10.2.1. the Retail Service Fee;
 - 10.2.2. Wholesaler Charges;
 - 10.2.3. Third Party Charges;
 - 10.2.4. Administration Charges.
- 10.3. All amounts payable under the Agreement are exclusive of any applicable VAT. VAT may therefore be payable (at the appropriate rate for you and the Services provided) under the Agreement. We will add VAT to your invoices based on your SIC Code in accordance with HMRC rules, and you will notify us immediately if there are any changes to your VAT status.
- 10.4. You acknowledge and agree that:
 - 10.4.1. Wholesaler Charges and Third Party Charges will be passed through. Wholesaler Charges may increase or decrease as published by the Wholesaler in accordance with its Wholesaler Tariff Document from time to time, and that any such increase or decrease will take effect from its effective date as published by the Wholesaler;
 - 10.4.2. the Retail Service Fee will be set for the duration of the Agreement, unless the Agreement is varied.
 - 10.4.3. Administration Charges will be charged in accordance with the published rates which may be subject to change from time to time.
 - 10.4.4. Third Party Charges will be charged in accordance with the rates charged to us by a relevant Third Party.
- 10.5. You acknowledge and agree that in respect of the Trade Effluent Services any charges from the relevant Wholesaler for breaching your Trade Effluent Consents will be passed through to you.
- 10.6. We will use reasonable endeavours to procure:
 - 10.6.1. Meter Reads with the frequency set out in the Contract; and
 - 10.6.2. a Transfer Read on or around the Transfer Date.
- 10.7. If we are prevented from procuring a Meter Read or Transfer Read (as applicable) for any reason, we may use estimated reads.
- 10.8. We will calculate the Charges using the Meter Read or Transfer Read (as applicable) or estimates thereof.
- 10.9. If in relation to any Eligible Premises there is a recalculation of Wholesaler Charges relating to period in respect of which Wholesaler Charges have previously been paid and become payable:
 - 10.9.1. and as a result of such recalculation any Wholesaler Charges become due and payable by us, we will pass them through to you; or
 - 10.9.2. and as a result of such recalculation, we receive a credit from the relevant Wholesaler, we may revise the Charges taking account of such credit and may refund or credit to you the amount of such credit, provided that we may set-off all or part of the amount of such credit against any outstanding sums payable by you to us under or in connection with the Agreement.

11. PAYMENT

- 11.1. We will submit invoices for the Charges at the intervals set out in the Contract.
- 11.2. We may submit an invoice or amend any invoice already submitted up to 16 months after the date when the Services were provided if the amount of the Charges is affected by an event which results in an increase in the charges payable by us to the applicable Wholesaler in relation to the Services. In such circumstances, we may backdate any increase in the Charges to the extent permitted by the Relevant Laws.
- 11.3. The time limit in clause 11.2 will not apply if we owe you any credit in accordance with the terms of this Agreement and we want to amend one or more invoices to issue a credit note or to set off the credit against any Charges due under this Agreement.
- 11.4. The time limit in clause 11.2 will be extended to 24 months if an invoice needs to be amended by an amount that is subject to a dispute between us and the relevant Wholesaler.
- 11.5. We will send the invoice to your e-billing account or prepaid post subject to additional charges for paper invoices. For customers wishing to receive paper invoices, an administration fee of £2 (two GBP) will be added to each invoice.
- 11.6. E-billing facilities may at our discretion entitle us to send the invoice to an e-mail address maintained by you or upload it onto your e-billing account. You will maintain an email address for this purpose and notify us of any changes to your email address. If an e-billing account is used, you will keep your password secure and confidential. We may close your e-billing account at any time without notice if we have reasons to believe that the account is being accessed or used in an unauthorised manner.

- 11.7. Any refund amount due to you will be set-off against amounts owed and will be paid back through your e-billing account over the course of the term of the Agreement. For the avoidance of doubt, offset will settle both the amount owed to you and the amount you owe.
- 11.8. Where a credit arises, we will deduct the amount of credit from the total we take by direct debit. However, if we have consented to payment terms other than by direct debit or if the credit is greater than the amount owing to us, then we will credit the amount to an account operated by us for that purpose. We will pay any such amount to you on request. We will send the reconciliation notice or credit note to your address as held by us, unless we are aware that you are no longer in occupation of the Eligible Premises and you have not provided a forwarding address.
- 11.9. All invoices submitted by us for amounts payable under or in connection with the Agreement will be payable in full by you in accordance with the payment terms set out in the Contract.
- 11.10. If you disagree with the Charges, you should contact us immediately to submit a Meter Read and provide any evidence (such as photographs) as required. You must still pay the Charges shown on the invoice by the due date. Failure to do so, will result in us taking steps in accordance with clause 11.11. Following our investigation, any debits or credits will be reconciled in the following month's invoice. Your obligations under this clause still apply even if you appoint a third-party agent to provide bill processing or validation services. We will cooperate reasonably and in good faith to resolve such dispute as soon as is reasonably practicable.
- 11.11. If you do not pay the Charges by the due date, we will be entitled to take any of the following steps:
- 11.11.1. charge you interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1988 (which is eight (8) per cent above the Bank of England base rate);
 - 11.11.2. charge you an administration fee in accordance with the Late Payment of Commercial Debts (Interest) Act 1988;
 - 11.11.3. demand payment of all unpaid invoices under the Agreement which will be deemed to be immediately due and payable;
 - 11.11.4. disapply any discounts previously agreed in respect of your preferred method of payment;
 - 11.11.5. charge you reasonable expenses incurred in obtaining the money owed to us in accordance with your Agreement, including any associated Non-Primary Charges, Third Party Charges and Administration Charges;
 - 11.11.6. require you to make an advance payment or pay the Charges for each month in advance based on our estimate of likely Services usage in that month;
 - 11.11.7. pay a performance bond, in an amount which we reasonably determine to be the approximate value of three (3) months' supply of Services; and
 - 11.11.8. pass information relating to you onto a credit reference agency.
- 11.12. If the Services comprise both Water Services and Sewerage Services:
- 11.12.1. if the Agreement ends for one of such services, the Agreement will remain in full force and effect in respect of the part of the Services which continues; and
 - 11.12.2. if you make a payment to us but do not notify us of the part of the Services that such payment relates to, we will apply such payment in the following order of priority:
 - 11.12.2.1. 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);
 - 11.12.2.2. in respect of any remaining balance, in full or partial payment of outstanding invoices for Water Services and Sewerage Services in equal proportions; and
 - 11.12.2.3. in respect of any remaining balance, in full or partial payment of any other amount due for payment by you to us under or in connection with the Agreement.
- 11.13. If you have difficulty paying the Charges, you should contact us immediately. We will discuss your payment methods options and try to help in line with our policies and code of practice.
- 11.14. In the event of continued non-payment, we may refer you to our partner debt collection agency and reserve the right to charge you the cost of recovering any outstanding Charges as well as the cost of collection.

12. RENEWAL AND TERMINATION OF THE CONTRACT

- 12.1. On or around thirty (30) days before the Contract End Date, we will send you a renewal notice.
- 12.2. If you renew your Contract with us for another Fixed Term, you will enter into another agreement with us which will start on the day after the Contract End Date and will end on a new Contract End Date.
- 12.3. If you do not renew your Contract for another Fixed Term or the Agreement is not terminated by the Contract End Date, we will move you to standard variable rates from the date after the Contract End Date.
- 12.4. The Agreement can be terminated on or after the Contract End Date provided that:
- 12.4.1. there are no Outstanding Charges on the account; and
 - 12.4.2. your Transfer has gone ahead on a Transfer Date which is on or after the date after the end of the Fixed Term; or
 - 12.4.3. the Services supply to the Eligible Premises is permanently disconnected on or after the date after the end of the Fixed Term.
- 12.5. At any time following the Contract End Date, you may Transfer to another retailer, provided that you will remain liable to pay the Charges and all other sums payable under or in connection with the Agreement until and including the Transfer Date.
- 12.6. Subject to clause 12.4, the Agreement can be terminated only in accordance with the provisions of this clause 12.

- 12.7. The Agreement will terminate in respect of Eligible Premises if:
- 12.7.1. the premises at which the Services are received stops being Eligible Premises;
 - 12.7.2. the premises are permanently disconnected in accordance with clause 14;
 - 12.7.3. we serve you with written notice because you stop trading or you are deemed in accordance with law to be unable to pay your debts, or any legal proceedings or other steps are taken in relation to your winding-up or liquidation, the appointment of a liquidator, receiver, administrator, administrative receiver or similar officer in respect of you or your assets, a composition, assignment, or arrangement with your creditors;
 - 12.7.4. we have not been able to become the retailer of the Services for the Eligible Premises on the Contract Start Date;
 - 12.7.5. our Relevant Licences are revoked.
- 12.8. If the Agreement is terminated, we will inform you of the end date (and, if the Agreement is not ending, we will inform you of the affected Eligible Premises).
- 12.9. Following the ending or expiry of the Agreement, we will prepare a final invoice for you, setting out all Outstanding Charges that are owed to us by you. We may need a final Meter Read for this.
- 12.10. The ending or expiry of the Agreement for whatever reason will be without prejudice to your and our rights and remedies which have accrued prior to the end or expiry of the Agreement.
- 12.11. Such ending or expiry will also be without prejudice to the continuing validity of any provision of the Agreement which expressly or by implication is intended to come into or remain in force on or after the end or expiry of the Agreement.

13. EARLY TERMINATION AND TERMINATION FEE

- 13.1. If the Agreement is terminated prior to the Contract End Date you may be liable to pay a Termination Fee equal to 25% of the total remaining Retail Service Fee.
- 13.2. You can terminate the Agreement prior to the Contract End Date provided:
- 13.2.1. all Outstanding Charges have been paid;
 - 13.2.2. you have given us written notice to the following email address: contactus@firstbusinesswater.co.uk;
 - 13.2.3. your Transfer has gone ahead; and
 - 13.2.4. any required Termination Fee has been paid.

14. MOVING

- 14.1. If you are leaving the Eligible Premises, you may end the Agreement by giving us notice in writing not less than 30 calendar days prior to the date when you vacate the Eligible Premises. If you fail to give us notice in accordance with this clause, the Agreement will continue in full force and effect and you will continue to be liable to pay the Charges until the earlier of:
- 14.1.1. the date when you provide evidence to us that you have vacated the Eligible Premises and you have ceased to have any rights of occupation of the Eligible Premises; or
 - 14.1.2. we otherwise become aware that you have vacated the Eligible Premises and you have ceased to have any rights of occupation of the Eligible Premises,
- however, in all circumstances, you will be liable to pay all amounts payable to us under or in connection with the Agreement which are due for the period prior to the date of termination of the Agreement.
- 14.2. If you fail to give us an accurate Meter Read as at the date upon which you vacate the Eligible Premises, we 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 you will be liable to pay such additional Charges as may be calculated by reference to the next following physical Meter Read.

15. OBJECTION

- 15.1. In addition to our other rights, and subject to any restrictions imposed by Relevant Laws or industry codes, if we receive notice of a Transfer from another retailer for any Eligible Premises supplied under the Agreement, we reserve the right to object to the Transfer if any of the circumstances in clause 15.2 apply.
- 15.2. Clause 15.1 will apply in any of the following circumstances:
- 15.2.1. You have Outstanding Charges in relation to the Eligible Premises supplied with Services (or in connection with the supply of Services) under the Agreement.
 - 15.2.2. You are in a material breach of any of the provisions of the Agreement and such breach is not remedied to our reasonable satisfaction.
- 15.3. If we object to the Transfer, we will notify you within five (5) working days from making the objection to another retailer and explain the reasons for it and how you may dispute or resolve such objection.
- 15.4. If you believe that your Transfer to another retailer has been initiated in error, let us know and we will take reasonable steps to cancel your Transfer.

16. DISCONNECTIONS

- 16.1. We will serve a notice of our intention to disconnect the supply of Services to you if required by Relevant Laws.
- 16.2. We may temporarily disconnect the supply of all or part of the Services, subject to Relevant Laws, if:
- 16.2.1. you do not pay any amount properly due and payable for the applicable Services as required by the Agreement; or

- 16.2.2. you request us to disconnect the supply on a temporary basis for any reason (for example, if the Eligible Premises are subject to refurbishment).
- 16.3. We may permanently disconnect all or part of the Services, subject to Relevant Laws.
- 16.4. You can request that we disconnect your supply on a permanent basis for any reason (for example, if the Eligible Premises are subject to demolition).
- 16.5. If all or any part of the Services have been disconnected on a permanent basis, the Agreement will terminate in respect of the disconnected Services on the date of the relevant disconnection, provided that:
- 16.5.1. such termination is without prejudice to any antecedent rights and obligations you or us may have; and
- 16.5.2. the Agreement will continue in full force and effect in respect of any part of the Services which are not disconnected on a permanent basis.
- 16.6. If all or any part of the Services have been temporarily disconnected in any of the circumstances set out in clause 16.1 and you have rectified the applicable default to our satisfaction, if requested by you to do so, we may agree to reconnect the applicable part of the Services.
- 16.7. You will be liable for Administration Charges for disconnection and reconnection.

17. LIMITATION OF LIABILITY

- 17.1. We are only legally responsible to you to the extent expressly set out in these Terms and Conditions. We have no other duty or legal responsibility to you. All other legal responsibilities, guaranties, and conditions or warranties implied by law or otherwise are disapplied to the greatest extent permitted by the law.
- 17.2. Any references to liability in this clause 17 include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 17.3. Subject to clause 17.8, we are not legally responsible to you in any way for:
- 17.3.1. direct or indirect loss of business, sales, profit, anticipated savings, goodwill, interest, or lost opportunity or loss of contract or loss of income or loss or corruption of data or interference with business; or
- 17.3.2. for any other indirect, special or consequential loss or damage, whether or not caused by the acts of omissions or negligence of our employees or agents and regardless of whether we have been informed of the possibility of the likelihood of such damages.
- 17.4. Subject to clause 17.8, we will not be legally responsible to you for any loss or costs which you have suffered or incurred as a result of your legal responsibility to any other person or party.
- 17.5. Subject to clause 17.8, we will not be liable to you for:
- 17.5.1. 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:
- 17.5.1.1. connects the Supply Point to the Eligible Premises; or
- 17.5.1.2. is situated within or beneath the Eligible Premises, other than in circumstances where such damage defect or failure arises in consequence of any of our acts or omissions or the acts or omissions of any of our employees, agents or subcontractors; and
- 17.5.2. any Unplanned Event or any Force Majeure Event.
- 17.6. Subject to clause 17.8, our total liability to you under or in connection with the Agreement will not exceed £50,000 (fifty thousand pounds) in respect of any one event or series of connected events.
- 17.7. Our maximum liability to you for loss or damage caused to you for any act or failure to act by the Wholesaler is the amount (if any) that we have been able to recover from the Wholesaler.
- 17.8. Nothing in this Agreement limits or excludes any liability which cannot legally be limited or excluded, including but not limited to liability for:
- 17.8.1. death or personal injury caused by negligence;
- 17.8.2. fraud or fraudulent misrepresentation; and
- 17.8.3. 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).
- 17.9. Each of the clauses 17.1 to-17.8 (inclusive) can be enforced separately. If for any reason one or more of these terms are found not to be valid or to be unreasonable, we may still enforce the remainder of the clauses.

18. OTHER CONDITIONS

- 18.1. **Notice:** All notices or other communications to be given by either party in relation to the Agreement must be: (i) in writing and addressed and sent to the recipient's registered address as shown on the Contract and (ii) by email. All notices or other communications sent will be deemed to have been received (i) when delivered, where delivered by hand or courier; (ii) on the third day following the date of posting, where done by prepaid first class post; (iii) when sent from the recipient's email server if sent within normal business hours, where by email, otherwise at 9:00am hours on the next Business Day.
- 18.2. **Assignability:** We may assign or transfer all or any of our rights (including the right to demand that you pay any Charges owed) and legal responsibilities under this Agreement without your permission. You will be notified of such a change and will be deemed to have consented to such a transfer from the time of notification. We can also subcontract any of our obligations under this Agreement without your permission.

- 18.3. **Transfer:** Your rights and responsibilities under this Agreement are personal to the business and you are not entitled to transfer any part of the obligations or rights arising under the Agreement to any third party without our prior written permission.
- 18.4. **Change of Law:** We may stop, suspend, or restrict the supply of Services due to a change in law, including an Act of Parliament or any regulation made pursuant to it. Whilst any such law is in force you must not use the Services, or if required, comply with any limits set on the amount of Services you can use. You will be provided with more information if this situation arises. If any of the provisions of any industry code are amended or varied or cease to apply, you will, at our request, agree to amend the contract to accommodate any such amendment, variation or cessation in such manner as we reasonably require.
- 18.5. **Variation:** Subject to any express provisions in this Agreement, no variation of this Agreement will be effective unless it is in writing and signed by both us and you (or either party's authorised representatives).
- 18.6. **Severability:** If a provision of the Agreement is declared invalid, illegal, or otherwise unenforceable, that provision will be deemed severed and omitted from this Agreement and the remaining provisions of this Agreement will continue to be in force and apply to the parties.
- 18.7. **Force Majeure:** If either party is unable to perform any of the obligations under this Agreement (other than payment obligations as per clause 11, because of some unforeseeable event or circumstance beyond the performing party's reasonable control ("**Force Majeure Event**")), then the Agreement will remain in full effect but the performing party will have no liability for such failure to perform. The affected party will notify the other party of the Force Majeure Event as soon as reasonably practicable. The affected party will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 18.8. **Waiver:** Any delay or omission by us in asserting any right or remedy under the Agreement will not be construed as a waiver of such right or remedy nor will a partial assertion preclude an assertion of the same at a later date. A waiver of any right or remedy is only effective if it is given in writing and will not be deemed a waiver of any subsequent right or remedy.
- 18.9. **Third Party Rights:** Unless it expressly states otherwise, no provision of this Agreement will be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 18.10. **Entire Agreement:** The terms and conditions of this Agreement along with the pricing information, the Contract and its annexes or schedules, and any other documents referred to in these terms and conditions constitutes the entire agreement between you and us. You hereby acknowledge that you have not relied on any representation, statement, promise, assurance, or guarantee outside this Agreement.
- 18.11. **Governing Law:** This Agreement is interpreted and governed by English law and any disputes arising under it will be subject to the exclusive jurisdiction of the courts of England and Wales.

19. CONFIDENTIALITY

- 19.1. During the term of the Agreement and for a year after its termination, you and we agree to keep the commercial and financial parts of our Agreement strictly confidential. This will not prevent our sharing of information:
- 19.1.1. as required by law or under the rules of any recognised stock exchange or competent authority; or
 - 19.1.2. to your appointed representative or agent.

20. DATA PROTECTION

- 20.1. We respect your right to privacy. We process the personal data you provide to us or which we legally receive from another entity in connection with the Agreement. This includes collecting personal data about you, your employees, contactors, agents, clients, tenants or customers. We may also obtain information about you or your business from credit reference, regulatory, and fraud prevention agencies in order to assess your ability to pay for services provided to you. We process the personal data in accordance with the Privacy Notice, as amended from time to time, on our website <https://firstbusinesswater.co.uk/privacy-notice-2/>.

21. COMPLAINTS

- 21.1. If you are dissatisfied with our service, you may contact us by emailing us at contactus@firstbusinesswater.co.uk. We aim to resolve any complaint within 5 Business Days. If you require further assistance, we invite you to escalate the matter in accordance with our complaints process <https://firstbusinesswater.co.uk/complaints/>
- 21.2. If you are a Microbusiness Customer:
- 21.2.1. you may contact the Citizens Advice Bureau which offers free, independent advice regarding to your rights; and
 - 21.2.2. if you have an active complaint after eight weeks, and you are not satisfied with the way we have handled your complaint, you can contact the CCW on <https://www.ccw.org.uk/contact-us/online-form/>.