

# **Anglian Water Business (National) Limited t/a Wave**

## **Deemed Contract for the Supply of Water and Sewerage Services to Business Customers in England**

This Deemed Contract is made in accordance with Ofwat's Retail Exit Code, Ofwat's Customer Protection Code of Practice for non-household retailers, Regulation 29 of the Exit Regulations and in compliance with the relevant industry codes.

The terms of this Deemed Contract apply to you if you are (a) the owner, landlord, tenant or occupier of an Eligible Premises and receive water and/or sewerage at those Eligible Premises but have not entered into a formal negotiated retail supply agreement with us for those services or (b) an interim supply customer.

These terms can be amended at any time and you will be notified of any material changes, in particular, if you are a Micro Business we will notify you of key information as set out in Ofwat's Customer Protection Code of Practice for non-household retailers.

In this Deemed Contract:

- (a) "you" or "your" we are referring to you, our customer;
- (b) "we", "us" or "our", we are referring to Anglian Water Business (National) Limited (company number 3017251).
- (c) "clause(s)" means a clause of this contract

### **1. CONTRACT**

- 1.1. As a licensed retailer, we only provide retail water and/or sewerage services ("Services") to Eligible Premises, as defined below. You agree to promptly notify us of any changes to the property or use of the property which may result in it no longer being considered an Eligible Premises.
- 1.2. You agree and confirm that you are the owner or occupier of an Eligible Premise. Where more than one person is the occupier in respect of a single supplied property, or connected property, then each occupier shall be jointly and severally liable for all Charges arising in respect of that supplied or connected property and we may collect all Charges from any one or more of the occupiers.
- 1.3. You will comply with all laws, permits, authorisations and consents which are applicable to your receipt of the Services.

### **2. TERM**

- 2.1. This Deemed Contract is deemed to have commenced at the Start Date, which is defined either as:
  - 2.1.1. 1 April 2017 ("Exit Date");
  - 2.1.2. On termination or expiry of an existing negotiated retail supply agreement;
  - 2.1.3. Upon successful transfer of your Supply Point(s) to us where there is no negotiated retail supply agreement in place;

- 2.1.4. Where you have been allocated to us through the interim supply process, the date that Ofwat determine to be the relevant date that the supply from us to your Eligible Premises started, pursuant to the Interim Supply Code; or
  - 2.1.5. Where you have been allocated to us because your premises have been newly identified as Eligible Premises, the date that the Eligible Premises is registered with us in the central market system operated by the market operator.
- 2.2. You may end this Deemed Contract at any time by entering into a negotiated retail supply agreement or where a successful transfer of the Supply Point(s) to another licensed retailer takes place, or as otherwise provided for in Clause 20 (Termination).

### **3. SERVICES**

- 3.1. We will provide the Services to you at the Eligible Premises.
- 3.2. You agree to provide us, the Wholesaler and any authorised employees, subcontractors or agents of us and/or the Wholesaler with:
  - 3.2.1. safe and unobstructed access, at all reasonable times, in order for us to provide the Services to you at the Eligible Premises (including to any metering equipment); and
  - 3.2.2. any information that we reasonably require in order to provide Services to you.
- 3.3. Where we have been notified by the Wholesaler that the supply of water to the Eligible Premises will be temporarily or permanently reduced, we will notify you as soon as possible of the anticipated interruption in supply and the reason(s) for this interruption.
- 3.4. If the supply of water to the Eligible Premises is interrupted without you having received a notice from us under Clause 3.3, you should contact the Wholesaler. If such an unplanned interruption occurs, the Wholesaler (or us on behalf of the Wholesaler) may require you to reduce your demand for water or reliance on the sewerage system (as appropriate) and you will comply with this requirement.
- 3.5. You acknowledge that the Services provided hereunder may be interrupted if any of the following circumstances arise, as defined in this Deemed Contract or the Act:
  - 3.5.1. It is an interruptible supply and the supply interruption is performed in accordance with the terms and conditions that you have agreed for an interruptible supply;
  - 3.5.2. The provision of the Services is affected by an emergency event or any actions taken to prevent the emergency event, or limit the effects;
  - 3.5.3. The provision of the Services is affected by a Force Majeure Event;
  - 3.5.4. A drought order is made which overrides the terms of this Deemed Contract;
  - 3.5.5. The provision of the Services is affected by a network event; or
  - 3.5.6. The Wholesaler is performing maintenance.
- 3.6. If you anticipate that your demand for the Services will significantly increase or decrease, you should contact us immediately and provide us with the details of this anticipated change.

- 3.7. Where we have been provided with information by the Wholesaler relating to public health matters, we will notify you of this information as soon as reasonably practicable.
- 3.8. In the event of an emergency (to be determined at our discretion), we and/or the relevant Wholesaler shall be entitled to access the Eligible Premises without giving prior notice to you.

#### **4. CHARGES**

- 4.1. The Charges for retail water and/or wastewater services supplied to you from commencement of this Deemed Contract are set out in our Price Conditions (published on our website [www.wave-utilities.co.uk](http://www.wave-utilities.co.uk)).
- 4.2. In accordance with Ofwat's Retail Exit Code, the following restrictions apply to the Charges that can be levied:
  - 4.2.1. For a 'Transferred Customer' (defined as the owner or occupier of an Eligible Premises which were transferred to us as part of the Retail Exit process) our charges do not exceed the charges that would have been payable by you on the Exit Date had you been able to remain with the relevant Wholesaler as your supplier.
  - 4.2.2. For 'Eligible Exit Area Customers' (defined as the owner or occupier of an Eligible Premises in a Retail Exit area where the premises were not transferred as part of the Retail Exit process, for example because the previous contract has now expired) who are SMEs, our charges do not exceed the charges that would have been payable by you on the Exit Date had you been supplied by the relevant Wholesaler in accordance with its Charges Scheme
  - 4.2.3. For 'Eligible Exit Area Customers' (defined as the owner or occupier of an Eligible Premises in a Retail Exit area where the premises were not transferred as part of the Retail Exit process, for example because the previous contract has now expired) who are not SMEs, our charges must be reasonable, with no undue preference or undue discrimination shown compared with any of our other customers of the same customer class.
  - 4.2.4. For 'Interim Supply Customers' (defined as the owner or occupier of Eligible Premises in respect of which there has been a Relevant Cessation of Supply as defined in sections 63AF and 1100 of the Act) our charges must be reasonable in the circumstances and we must ensure that there is no undue preference shown to you and that there is no undue discrimination against you compared with our customers of the same class.
- 4.3. We are allowed to adjust our Charges each year in accordance with Ofwat's determination of price controls. Charges will be reviewed annually, and changes will apply from 1 April in the relevant year.
- 4.4. We may vary our Charges from time to time in accordance with any changes to charges made by the Wholesaler subject to giving you 28 days prior notice via our website ([www.wave-utilities.co.uk](http://www.wave-utilities.co.uk)) to the changes taking effect (unless otherwise agreed).
- 4.5. In addition to the Charges, you will reimburse us for our reasonable costs, expenses, charges, losses and liabilities if you fail to comply with your obligations under the

Deemed Contract. For the avoidance of doubt, this includes (but is not limited to) reasonable administration costs which we may incur (for example, in providing copy bills and making changes to consolidated billing arrangements) and any reasonable costs incurred by us in collecting payment of outstanding Charges.

- 4.6. Wholesalers may request one-off charges from us for activities carried out by them in relation to the Services provided to you. You agree that you will reimburse us for any such charges where requested, plus a reasonable administration charge applied by us.
- 4.7. If you are entitled to any payment or discount under any statutory scheme, and where we are required to process this application, you may submit an application to us to adjust our Charges, with relevant and recent information, to allow any adjustment to be calculated. If we are not required to process your application (for example, where you apply directly to your Wholesaler), we shall advise you of this.
- 4.8. All amounts payable under this Contract are expressed to be exclusive of any applicable value added tax ("VAT"). VAT may therefore be payable (at the appropriate rate for you and the services provided) under this Contract. We will add VAT to your invoices based on your SIC Code in accordance with HMRC rules, and you shall notify us immediately in the event that there are any changes to your VAT status.
- 4.9. Any charges, tariffs or rates applied by us under this Deemed Contract are at our discretion. It is the Customer(s) responsibility and liability to make sure they are upon the correct tariff, rate or charge and to contact Wave if the Customer believes they should be on a different/alternate deemed charge, tariff or rate.

## **5. CALCULATION OF CHARGES**

- 5.1. Where the Charges are based on the volume of water you consume we will take at least one actual meter reading per year, as required by the Applicable Laws.
- 5.2. If we do not obtain an actual meter reading during a billing period, we are entitled at our discretion to estimate the volume of water consumed during that period and use an estimated meter reading as the basis of calculating our Charges.
- 5.3. If we are unable to take a meter reading (for example due to a fault with the meter, missed meter read or where we are unable to access the Eligible Premises), we will use an estimated meter reading as the basis of calculating our Charges.
- 5.4. Where estimated meter readings are used to calculate our Charges, an adjustment will be made to your account when the next actual meter read is used to calculate the Charges. You agree to pay the amount requested by the due date stated in Clause 6 below, and we will reconcile this payment when the next actual meter read is used to calculate the Charges. In circumstances where the Charges are believed to be grossly inaccurate (which for the purpose of this clause means +/- 25% based on historic consumption assessed over the same period), Wave will, at our discretion (acting reasonably), recalculate the invoice where new relevant information is provided by you (such as, a meter read).
- 5.5. Measured charges will apply to all Eligible Premises unless the relevant Wholesaler has determined that it is impracticable to fit a meter or the Eligible Premises do not receive a water supply from any water Wholesaler, in which case they will be charged the appropriate unmeasured charge in accordance with the relevant Wholesaler's policies in relation to metering and unmeasured charges. Generally unmeasured charges are based on either the Eligible Premises rateable value or an assessed consumption.

- 5.6. We may send you requests for payment in advance or interim invoices based on estimated consumption where it is appropriate to do so. Any payments made on this basis shall be reconciled with the actual Charges due at the time that the next invoice is issued.
- 5.7. Where we provide trade effluent services to you, you agree to provide us with the trade effluent billing data in a timely manner in order to enable the issuing of your invoice. Where appropriate trade effluent billing data is not available to us, we reserve the right to use estimated data to calculate the Charges, in accordance with the provisions of clause 5.4 above.

## **6. INVOICING AND PAYMENT**

- 6.1. We are entitled to issue you with invoices at any time detailing the Charges for the Services and any other sums due under this Deemed Contract. In accordance with the Exit Regulations, if you are a Transferred Customer you are entitled to be billed by the same method, and to pay by the same method, as immediately before the Exit Date.
- 6.2. If you are a Transferred Customer, payments will be made by you for the amounts that we specify on the invoice in the time period specified set out on your invoice. If you are not a Transferred Customer, each invoice should be paid by you within fourteen (14) days of the date of the invoice, without deduction, set-off or counterclaim.
- 6.3. If you make payment by direct debit, we will be entitled, every month or over longer periods, to change the amount you owe to reflect the value of the amounts we have invoiced, or expect to invoice you for under this Deemed Contract.
- 6.4. We will offer Micro-businesses a reasonable repayment plan for any back-billed charges in accordance with Ofwat's Customer Protection Code of Practice for non-household customers.
- 6.5. We reserve the right to charge you interest on any Charges and/or additional costs that remain unpaid on the due date for payment, pursuant to Clause 6.2, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.6. If payment is not made by the due date, pursuant to Clause 6.2, we may serve notice on you requiring payment within seven (7) days. If payment is still not made by the end of that period, we reserve the right to stop providing the Services and disconnect your water supply in accordance with Clause 15.2.4.
- 6.7. In the event that the amounts invoiced to you are incorrect for any reason that may be determined by us, we may send further invoices to you in order to recover the amounts which should have been due, in accordance with Ofwat's Customer Protection Code of Practice for non-household retailers.
- 6.8. In the event that there is a recalculation of your charges which results in us receiving a payment from the Wholesaler, we will pass on this payment to you in the same proportion to which the recalculation affected your bill or invoice. Any such payment will be refunded to you once we have received the corresponding payment from the Wholesaler.
- 6.9. Where your tariff requires the installation of a data logger for the purpose of monitoring consumption we will use reasonable endeavours to access the logger data held by the

Wholesalers, on your behalf. We will not be liable for any failure of the Wholesaler to provide logger data.

- 6.10. We reserve the right to allocate any payment or any credit balance to the outstanding Charges in respect of the Eligible Premises, and for any periods we deem appropriate, including applying the payment to the oldest debt first. If a remittance advice is provided by you in an appropriate form within 7 days of the date of payment, we will allocate the payment to the account on the basis specified therein.
- 6.11. Where we owe a credit to you under this Deemed Contract, we may set-off the credit against any amounts that you owe us under this Deemed Contract, or other contract.
- 6.12. At all times in any matters relating to a Customer's bankruptcy/liquidation (including but not limited to, voluntary bankruptcy, creditors bankruptcy or any type of liquidation or winding up), we will be deemed as a critical creditor under this Deemed Contract (whether that be before, during or after the Customer's bankruptcy/liquidation process).

## **7. DISPUTES**

7.1. You may raise a dispute in relation to the Charges in an invoice(s). Please contact us to let us know the amount in dispute and the reasons why you do not agree with the Charge(s) in the invoice(s) that has been provided, no later than 7 days prior to the due date of payment as per the invoice.

7.1.1. If you raise a dispute in relation to the Charges no later than 7 days prior to the due date of the payment shown on the invoice:

- I. any undisputed Charges need to be paid in full as per the invoice(s) and these Charges cannot be withheld by you.
- II. you may withhold no more than 25% of the disputed Charge(s) (and therefore 75% of the outstanding amount in dispute must be paid to us when the invoice is due).
- III. we will investigate your disputed invoice(s) amount and if we confirm that the invoice(s) are correct and that therefore there is no dispute by us, then the remainder of the 25% of the outstanding amount must be paid within 7 days of our confirmation that the invoice(s)/Charges are due and owing by you.

7.1.2. If you raise a dispute in relation to the Charges after 7 days prior to the due date of the invoice:

- I. you shall not in any circumstances withhold any payment and pay 100% of the monies that are outstanding and due on the invoice(s) to us, immediately.
- II. we will investigate your disputed amount on the invoice(s) and after investigating the disputed amount we believe you have been overcharged or you are due a credit in any circumstances then we will provide you with a credit on your account.

7.2. If you are on or part of a consolidated billing structure, then Clause 7.1 does not apply and the following terms will apply:

- 7.2.1. You must pay all monies, charges or settle any invoice(s) (as per the payment term of the said invoices) due under a consolidated billing structure and you cannot withhold any monies even if you dispute the charges/invoice(s).
- 7.2.2. You may raise a dispute within 14 calendar days of the invoice(s) if you believe you have been over or under charged, however, as per paragraph 7.2.1 above, you must settle the invoices and not withhold any monies.
- 7.2.3. We will investigate your disputed amount on the invoice(s) and after investigating the disputed amount if we believe you have been overcharged or you are due a credit then we will provide you with a credit on your account. If we believe you have been undercharged then we will:
  - I. Provide you with a further invoice for the undercharged/discrepant amount; or
  - II. Add the undercharged/discrepant amount to your next invoice or bill.
- 7.3. Any complaints and/or disputes shall be initially dealt with in the first instance using our standard complaints handling process, details of which are available on our website (<https://www.wave-utilities.co.uk/advice-guidance/guide/compliments-and-complaints>).
- 7.4. If, after following our procedure under 7.1, 7.2 and our standard complaints procedure under Clause 7.3, you are still unsatisfied with the outcome of your complaint and wish to obtain further advice regarding your Services or to make a complaint, you may choose to contact the Consumer Council for Water (CCW), and further information can be found at <http://www.ccwater.org.uk/>. Any complaint made through the CCW may be referred to our nominated independent adjudication body for determination. Details of our nominated adjudication body can be found on our website at <https://www.wave-utilities.co.uk/advice-guidance/guide/compliments-and-complaints>.

## **8. CREDIT SUPPORT**

- 8.1. At any time we may require that you provide a means of Credit Support of a type, and of an amount, which we determine is satisfactory. This Credit Support can be used by us to pay any amounts outstanding to us (including any Charges) under the Deemed Contract. The circumstances where we may require Credit Support may include, without limitation, where a credit check has been undertaken and revealed a risk of non-payment, where there is no credit history or where there is a history of two or more late payments. If the deposit or other security is not provided by the date we have notified we will issue a bill for that amount and in the event of non-payment by the due date such amount shall become a debt owed to us.
- 8.2. We reserve the right to ask the provider of the Credit Support to provide written proof of funds in a form satisfactory to us.
- 8.3. The requirement for Credit Support may be reviewed by us from time to time (for example where there is a change to your credit rating or consumption) or at your request. Where your credit rating improves, the deposit or other security may be cancelled, at our discretion. If held as a cash deposit the money deposited will be repaid, together with interest for the relevant period, calculated at the base rate of the Bank of England on the repayment date. The Credit Support may be replaced by you, or we may require the Credit Support to be replaced, at any point during the term of this Deemed Contract. Any replacement Credit Support must be satisfactory to us.

- 8.4. Unless otherwise agreed in writing with us, the Credit Support shall be provided until the Deemed Contract ends and all outstanding amounts owed under the Deemed Contract are paid in full.

## **9. QUALITY AND STANDARDS**

- 9.1. We are authorised to provide Services under the terms of our licences issued by Ofwat. We shall provide Services with reasonable care and in line with all Applicable Laws.
- 9.2. The minimum standard of the Services that we provide to you is guaranteed by the Service Standards. If we fail to meet these standards, we will pay compensation to you to the extent that we are required to do so. These Service Standards (and compensation rules) are available on our website at <https://www.wave-utilities.co.uk/advice-guidance/guide/wave-service-standards>.

## **10. METERING**

- 10.1. You agree to provide us, the Wholesaler and any authorised employees, subcontractors or agents of us and/or the Wholesaler with safe and unobstructed access, at all reasonable times, to the meter installed at your Eligible Premises.
- 10.2. Unless we agree otherwise, any meter and metering equipment will be provided by and remain the property of the Wholesaler. You shall take all reasonable steps to ensure that such meter and metering equipment is kept free from damage or interference. In the event you become aware of any damage or interference or that the meter is not recording volume properly you will notify us promptly.
- 10.3. If any operations or meter services are required to be carried out on the meter installed for your Eligible Premises, you agree that us, the Wholesaler and any authorised employees, subcontractors or agents of us and/or the Wholesaler will have consent to carry out any physical works required to the meter. We shall endeavour to give you reasonable notice prior to carrying out any operations or meter services, where applicable.
- 10.4. In order to comply with our legal obligations and to provide you with at least one accurate invoice per year based on an actual meter reading, your meter will be read either by you, or by (or on behalf of) us.
- 10.5. Please give advance written notice of any device you are considering fitting to any metering equipment. It is a legal requirement that you do not fit any device to any metering equipment without the consent of the Wholesaler. Once you contact us, we will assist you in obtaining the Wholesaler's consent. Additional costs may be incurred in accordance with Clause 4.6.
- 10.6. You should not intentionally or recklessly damage or interfere with the meter(s) for your Eligible Premises. Interfering with your meter(s) includes (but is not limited to) tampering with it in order to prevent the meter(s) from showing the volume of water supplied, or sewage discharged from, the Eligible Premises. You shall be liable for any loss caused as a result of any damage or interference with the meter(s) arising other than as a result of the actions of us, the Wholesaler or its authorised third parties.
- 10.7. For the avoidance of doubt, we shall not be liable for any inherent defects in a meter or metering equipment, or for any resulting damage or loss.



## 11. CONFIDENTIALITY

- 11.1. If the Parties have entered into a separate confidentiality agreement relating to the provision of the Services, that agreement shall prevail over the terms set out in this Clause 11.
- 11.2. Except as permitted by this Deemed Contract, or required by law or any governmental or Regulatory Body, each Party undertakes to the other that it will not:
- 11.2.1. disclose any Confidential Information to any person except with the prior written consent of the other Party;
  - 11.2.2. use any Confidential Information for its own purposes or for any purposes other than the purpose of this Deemed Contract; or
  - 11.2.3. cause or permit any unauthorised disclosure of any Confidential Information.
- 11.3. We may disclose your Confidential Information to the Wholesaler or any Regulatory Body or otherwise in order to comply with any Applicable Laws, including without limitation any laws relating to public access to information, or as required by (a) an order of any court or tribunal or (b) the rules of any listing authority or stock exchange on which our shares, or the shares of one of our Affiliates, are listed.
- 11.4. The provisions of this Clause 11 will continue to apply for 2 years after termination of this Deemed Contract.

## 12. DATA PROTECTION

- 12.1. Clause 12 together with our Privacy Policy, available at <https://www.wave-utilities.co.uk/privacy-policy> (as amended from time to time) sets out the basis on which we will use, process and disclose any Personal Data (as defined in the Data Protection Legislation) that is provided by you to us, or is otherwise collected by us in connection with this Deemed Contract and the provision of the Services. We will comply with Data Protection Legislation in undertaking our obligations under this Deemed Contract.
- 12.2. We may share Personal Data with any of our Affiliates and with any of their respective officers and employees. In addition, we may share your Personal Data in accordance with our Privacy Policy, including:
- 12.2.1. With the Wholesaler and/or any other person that is engaged by the Wholesaler in connection with the provision of the Services to you;
  - 12.2.2. With Market Operator Services Limited ("MOSL"), the company whose functions include facilitating the operation of the non-household water market;
  - 12.2.3. To carry out checks with credit reference and fraud prevention agencies, and in connection with the recovery of any debts owed to us;
  - 12.2.4. With third parties responsible for providing part of the Services to you (for example, meter reading contractors); and
  - 12.2.5. With our professional advisors.
- 12.3. Where Personal Data is transferred outside the UK, we ensure that (i) appropriate safeguards have been provided in relation to the transfer; (ii) the data subject has

enforceable rights and effective legal remedies and (iii) we provide an adequate level of protection to any Personal Data that is transferred.

- 12.4. We may monitor and/or record our communications with you (including phone conversations and emails) for training purposes, to confirm your identity, to ensure security, to monitor quality assurance and compliance and/ or to help detect and prevent fraud and/or money laundering.

### **13. ADDITION OR REMOVAL OF PREMISES**

- 13.1. If you would like to add any additional Eligible Premises to receive Services, you should do this by writing to us to request the additional Eligible Premises be added to this Deemed Contract. We will advise you of any information you will need to provide to support your request.
- 13.2. We will assess your request as soon as reasonably possible. Following acceptance of your request, we will initiate the process of adding the premises to the Deemed Contract. We will advise you as soon as possible of any revisions to your Deemed Contract including our Charges. If there are any reasons that might prevent us from accepting your request, we will contact you to explain this.
- 13.3. If you wish any, or all of, the Eligible Premises to stop receiving Services under this Deemed Contract, you should give us not less than ten (10) Business Days' notice in writing, together with any further information that is reasonably requested by us (such as a final meter reading), otherwise the Deemed Contract will continue in force (and Charges will remain payable in respect of the Premises) until the date we become aware that another owner or occupier has taken a supply at the Eligible Premises. We will endeavour to remove the Eligible Premises from receiving Services under this Contract within twenty (20) Business Days of receiving your notice, and provide details of any revisions to the Charges.
- 13.4. In the event that you have any outstanding debts under this Deemed Contract, we may object to the removal of those Eligible Premises from this Contract. If the removal of those Premises goes ahead despite our objection, any sums that have accrued under this Contract will still be payable by you to us together with any reasonable expenses incurred by us pursuant to Clause 4.6.

### **14. CHANGE OF OCCUPIER, CUSTOMER, TENANT OR LANDLORD**

- 14.1. You (the Customer) must notify us as soon as you are aware or as soon as reasonably possible if you are intending to move out of an Eligible premises. In any event you must notify us of moving out of an Eligible premises no later than 7 days after you have moved out of an Eligible premises. In addition, it is your duty to provide us with your forwarding address (and contact details) for the final bill that is to be issued by us to you.
  - 14.1.1. If you fail to notify us of moving out of an Eligible premises (within 7 days after you have moved out), then you may be liable for any charges, bills, costs and other fees in relation to the Eligible premises until such time that you have provided us proof that you have moved out of the premises.
  - 14.1.2. In circumstances where you have failed to notify us and we have made our own enquiries to establish that you are no longer occupying or named as the billable customer at the Eligible premises, then you may be liable for the charges, bills, costs and other fees at the Eligible premises, until such time as to when we can

establish the new occupant or the new billable entity at the Eligible premises, and we are able to bill the new occupant or the new billable entity.

14.2. You, the occupant or the user of our services at an Eligible premises must notify us if you have moved into or are intending to move into an Eligible premises, in which you are using our services or intend to use our services. In any event you must within 7 days of your occupancy or usage of our service(s) at an Eligible Premises notify us of moving into an Eligible premises so that we can formally set you up on our system to show you as a Customer on our systems and bill you accordingly.

14.2.1. If you fail to notify us of moving into an Eligible premises (within 7 days after you have moved in), then you will be liable for any charges, bills, costs, and other fees in relation to the Eligible premises from the date the last bill was paid to us or from the date that we have recorded usage of our services by an occupant at the Eligible premises.

14.3. If you are a landlord of an Eligible premises, then it is your duty as a landlord to inform us of any tenant(s) (or an occupier) that move out or move in, within 7 days of the move in or move out of your tenant(s), of an Eligible premises.

14.3.1. If you fail to notify us that your tenant (or occupier) has moved/moving in and/or out of an Eligible premises, then you may be liable for any charges, bills, costs, and other fees in relation to the Eligible premises from the date the last bill was paid to us, up to and including such time that we can establish and you can evidence the occupant of an Eligible premises as a billable Customer.

14.4. The occupier (and/or landlord) may be jointly and severally liable for any charges, bills, costs, and other fees in relation to the Eligible premises on the failure of the notification(s) as detailed in clauses 14.1 to 14.3.

## **15. DISCONNECTION**

15.1. In the event that any of the scenarios in Clause 15.2 arise, we will contact you as soon as reasonably possible if we intend to stop providing the Services and disconnect your water supply and explain to you the reasons that we are doing so.

15.2. We reserve the right to stop providing the Services and disconnect your water supply at any, or all, of the Eligible Premises, if:

15.2.1. Requested by you because any, or all, of the Eligible Premises no longer require any water and/or sewerage services (as appropriate). If you wish to request a disconnection, you should provide us with twenty (20) Business Days' notice and pay all associated costs for the disconnection;

15.2.2. You make (or are reasonably suspected of making) illegal use of the water services, such as theft by bypassing or interfering with a meter, or making an unauthorised connection to the main;

15.2.3. You are in breach of any legislation, including the Act and any regulations made pursuant to, or consents issued under, that legislation;

15.2.4. Payment of the Charges is not made following notice in line with Clause 6.6;

15.2.5. Disconnection is required in order to perform works on the network; or

- 15.2.6. Disconnection is required in order to prevent contamination.
- 15.3. We shall not be entitled to disconnect your supply if your Premises are of a type set out at Schedule 4A of the Act.
- 15.4. In addition to the disconnection rights within this Clause 15, we also reserve the right to terminate your Deemed Contract in line with the terms of Clause 20.
- 15.5. You may ask us to reconnect the supply of your water services provided that: (i) the situation leading to the disconnection has been resolved (including for the avoidance of doubt, the payment in full of any outstanding Charges), (ii) we and the Wholesaler are satisfied that any breach of consents or legislation has been remedied and (iii) you pay the appropriate reconnection fee.
- 15.6. You may be required to reimburse us for any costs associated with the disconnection or reconnection of the Eligible Premises under this Clause 15, in line with the terms of Clause 4.6.
- 15.7. If the water supply to the Eligible Premises is disconnected for any reason but there remains a connection, direct or indirect, with a public sewer we will charge the appropriate sewerage tariff unless we are satisfied that the Eligible Premises have been unoccupied whilst the Eligible Premises were disconnected.

## **16. LIMITATION OF LIABILITY**

- 16.1. Subject to Clauses 9.2, 16.2 and 16.3, each Party's total aggregate liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise in relation to the Deemed Contract is limited to the lower of either (i) the total Charges paid by you to us in the preceding 12 month period during which the liability has arisen under this Deemed Contract or (ii) fifty thousand pounds (£50,000).
- 16.2. Subject to Clause 16.3, each Party is only liable to the other for any direct losses arising as a natural and direct consequence of that Party's breach and which were reasonably foreseeable as likely to occur at the time this Deemed Contract was entered into. Subject to Clause 16.3 neither Party is liable to the other Party for any loss of profit, or anticipated profit, loss of revenue, loss of contracts, loss of production, loss of water or for any business interruption or for any consequential or indirect loss howsoever caused.
- 16.3. Nothing in the Deemed Contract will exclude or limit either Party's liability:
- 16.3.1. in respect of their payment obligations hereunder; or
  - 16.3.2. for fraud, death or personal injury caused by its negligence (or the negligence of its officers, employees or agents) or any other liability that may not be excluded or limited as a matter of law in England and Wales.
- 16.4. If any act or omission of the Wholesaler causes any loss or damage to you, our liability to you (if any) shall be limited to the amount we recover from the Wholesaler.
- 16.5. Subject to the other provisions of this Clause 16, any liability under this Deemed Contract or otherwise on the part of either party shall be reduced to the extent that the other party has itself caused or contributed to the same and in the event of liability to any third party, the party who has caused or contributed to that liability shall be liable to the other party in respect of the same.

- 16.6. You are responsible for all internal plumbing within the Eligible Premises and the water supply pipe to the boundary of the Eligible Premises, including any stop taps. In most cases the Wholesaler has ownership of all pipework from the boundary of the Eligible Premises including the meter. For the avoidance of doubt, you are responsible for the maintenance of your pipework, including leak detection, repair and replacement of the pipework, and any resulting loss of water or flooding at the Eligible Premises. It is advisable that you undertake regular meter readings where it is safe to do so to avoid high bills and identify any leaks.
- 16.7. You are responsible for any drains inside the boundary of your Eligible Premises. In most cases the Wholesaler has ownership of all pipework from the boundary of the Eligible Premises. For the avoidance of doubt, you are responsible for the maintenance of your sewerage pipework, including leak detection, repair and replacement of the pipework, and resulting loss of sewage or flooding at the Eligible Premises.

## **17. WHOLESALE ALLOWANCES**

- 17.1. Some Wholesalers have a policy of providing an allowance to customers where leakage occurs in customer pipework. If your Wholesaler agrees to provide a reduction in its wholesale charges to us in respect of a leakage at your Eligible Premises, we will apply a corresponding adjustment to our charges to you.
- 17.2. Each Wholesaler has its own policy in relation to water used for fire fighting, testing and training and many will allow an allowance where prescribed conditions are met.
- 17.3. If you believe that you may be entitled to an allowance in respect of a leak or otherwise, please contact us as soon as possible, so that, where appropriate, we can make an application to the Wholesaler on your behalf.
- 17.4. We will liaise with the Wholesaler, and advise you if any additional information is needed to process your application. We cannot guarantee whether an allowance will be granted by the Wholesaler, as this is at their discretion, based each Wholesaler's leakage allowance policies. For the avoidance of doubt, if no allowance is granted, the Charges remain payable in accordance with Clause 6 of this Contract. If an allowance is subsequently granted after the relevant Charges have been paid, the value of the allowance will be credited to your account.

## **18. EMERGENCIES**

- 18.1. If you become aware of a change to water supplies, sewer flooding or any other potential public health risk, you should contact your Wholesaler immediately using the details provided on your invoice or the details on our website at [www.wave-utilities.co.uk/mywholesaler](http://www.wave-utilities.co.uk/mywholesaler)

## **19. SENSITIVE CUSTOMERS**

- 19.1. You should inform us if you think you are a "sensitive customer" and require special assistance in the event of an Emergency Event. We will liaise with the Wholesaler on your behalf. Each Wholesaler has a different definition of "sensitive customer", but typically includes prisons, hospitals, care homes, farms and educational establishments.

## **20. TERMINATION**

- 20.1. We may terminate this Deemed Contract immediately by notice if:

- 20.1.1. You are in material breach of your obligations under this Deemed Contract;
  - 20.1.2. Where the breach is capable of remedy, you fail to remedy such breach after the service of a notice from us specifying the breach and requiring it to be remedied within the time specified in the notice;
  - 20.1.3. Following a final notice for payment of an outstanding Charge, you fail to make the payment in the time specified in the final notice;
  - 20.1.4. You are subject to an Insolvency Event;
  - 20.1.5. Any Credit Support required under Clause 8 has not been provided by you; or
  - 20.1.6. Any Credit Support provided by you fails or is not maintained to our satisfaction, and is not replaced within seven (7) Business Days of receiving notice from us directing you to replace the Credit Support.
- 20.2. This Contract may be terminated by you, immediately by notice, if:
- 20.2.1. We are in material breach of our obligations under this Deemed Contract; and
  - 20.2.2. Where the breach is capable of remedy, we fail to remedy such breach after the service of a notice from us specifying the breach and requiring it to be remedied within the time specified in the notice; or
  - 20.2.3. We are subject to an Insolvency Event;
- 20.3. You are entitled to transfer to another licensed supplier or to enter into a negotiated retail water supply contract with us or request us to disconnect your Supply Points at any time provided all outstanding amounts have been paid to us in full. Where any amounts are outstanding in excess of 90 days, we may prevent you transferring to another licensed supplier by submitting a cancellation request. No termination fees will be payable by you on termination of this Deemed Contract.
- 20.4. Where we supply you with both water and sewerage services, and the Deemed Contract is terminated in respect of one of them, you will continue to pay the Charges for the supply that continues. On termination of the Contract for any reason, you will immediately pay any outstanding unpaid invoices and interest due to us. We may submit invoices for any services we have supplied but not yet invoiced. You must pay these invoices immediately once you receive them. The final invoice issued to you under this Deemed Contract will be issued within 6 weeks of the date the Deemed Contract is terminated or the date you transfer to another licensed supplier, if earlier
- 20.5. Each Party's further rights and obligations will cease immediately on termination, except Clauses 1.3, 4, 5, 6.1, 7, 9.2, 10, 15, 16, 21, 19, 22 and 23 which will remain in full force and effect after termination of this Deemed Contract. Termination of the Deemed Contract will not affect the rights, duties and liabilities of the Parties that accrued prior to termination
- 20.6. This Deemed Contract will terminate automatically (i) if the Supply Point is transferred to another retailer; (ii) if you enter into a negotiated contract with us; (iii) if we are not permitted to continue to provide retail water and/or sewerage services because to do so would infringe the terms of our licence or other regulatory conditions or constraints; or (iv) if Ofwat appoints a supplier of last resort in respect of the Supply Point.

## **21. ASSIGNMENT AND THIRD PARTY RIGHTS**

- 21.1. You may not assign, charge, sub-contract or otherwise transfer the Deemed Contract, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 21.2. We may assign, charge, or otherwise transfer this Deemed Contract to anyone who is authorised to provide the Services without your prior written consent. If this happens, we will provide reasonable notice of the same to you (whenever we reasonably can).
- 21.3. We may sub-contract any of our obligations under this Deemed Contract without your prior written consent and if possible we shall provide you with reasonable notice of the same.
- 21.4. Any notice(s) under this clause 19, is solely on a courtesy basis and we are not obligated to provide you with such notice and neither are we in breach of our obligations if we fail to provide you with notice(s) under this clause 19.
- 21.5. The Parties to this Contract do not intend that any of its terms will be enforceable as a third party right by any person not a party to it.

## **22. REVIEW AND VARIATION**

- 22.1. We are permitted to review and vary this Deemed Contract at any time and any variations shall apply from the date that we indicate that the variation(s) take effect. We will notify you via our website of any material change to the Deemed Contract. You agree that if you continue to receive the Services we supply, you will have accepted the new terms and conditions (as per our updated Deemed Contract) and the new terms and conditions shall apply to the provision of the Services from the date of such notification of us updating or varying the Deemed Contract.
- 22.2. This clause will only apply if you have been allocated to be our customer through the interim supply process. We will not vary or end this Deemed Contract without your consent during the first three months of the Deemed Contract. If we need to vary or end the Deemed Contract within this timeframe, we will provide you with one month's prior notice of this request.

## **23. NOTICE**

- 23.1. Any notice, demand or communication in connection with this Deemed Contract should be delivered:
  - 23.1.1. By hand or sent by first class pre-paid post, guaranteed next day delivery, to the recipient's registered office, or to any other address which the recipient has notified in writing to the sender not less than seven (7) Business Days before the notice is despatched; or
  - 23.1.2. By email, which contains in the subject heading the words "CONTRACT NOTICE", to the recipient's email address.
- 23.2. The notice, demand or communication is deemed properly served:
  - 23.2.1. If delivered by hand, at the time of delivery; or

- 23.2.2. If sent by first class pre-paid post, guaranteed next day delivery, on the next Business Day after posting it; or
  - 23.2.3. If sent by email, at the time of transmission of the email together with a receipt of successful delivery.
- 23.3. Clauses 23.1.2 and 23.2.3 (service by email) shall not apply to the service of any proceedings or other documents in any legal action.

## **24. FORCE MAJEURE**

- 24.1. Neither Party will be in breach of this Deemed Contract, nor liable for any failure or delay in performance of any of its obligations for any, or all of, the Eligible Premises (other than the obligation to make payment of Charges due) under this Deemed Contract caused by a Force Majeure Event, provided that:
- 24.1.1. It notifies the other Party in writing within seven (7) Business Days, of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
  - 24.1.2. It could not have avoided the effect of the Force Majeure Event by taking precautions which it ought reasonably to have taken, but did not;
  - 24.1.3. It has used reasonable endeavours to mitigate the effect of the Force Majeure Event; and
  - 24.1.4. We will continue to provide the Services to any Eligible Premises that are not affected by the Force Majeure Event.

## **25. THIRD PARTY INTERMEDIARIES**

- 25.1. Third party intermediaries (TPI) can be appointed by you, however, it is your responsibility to make sure that any TPI you appoint you have provided us with the relevant letter of authority (LOA), which states the name and details of the TPI, the start and end date of the said authority. You must provide notice to us as soon as possible, if you intend to withdraw authority for your appointed TPI.
- 25.2. You understand and warrant that even if you appoint a TPI all obligations (including payment) is your responsibility and that any dispute you have with a TPI has no bearing on your obligations with us and that we are not liable for any liability in relation to your TPI.
- 25.3. You agree and warrant that even if you have appointed a TPI, we may contact you at any time regarding your obligations under this Agreement and that you agree and accept you must deal with any of our queries regarding your obligations. You understand that you maybe in breach of this agreement if you refuse to liaise with us directly.

## **26. GENERAL**

- 26.1. This Deemed Contract constitutes the entire agreement between the Parties and replaces any previous agreement, understanding or arrangement of any nature between the Parties (whether written or oral) relating to the subject matter of this Deemed Contract. Each of the Parties confirms that in entering into this Deemed Contract it has not relied on, and will have no remedy in equity, contract, tort or otherwise in respect of, any representation other than as set out expressly in this Deemed Contract.



- 26.2. We act solely on our own account and do not incur any liability on behalf of, nor are we the agent of, the Wholesaler. We are not entitled to, nor have we sought to, bind the Wholesaler in any way.
- 26.3. If any Clause or part of this Deemed Contract is found to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Deemed Contract and this will not affect any of the other provisions of this Deemed Contract which will remain in full force and effect.
- 26.4. No delay by or omission of either party in exercising any rights under this Deemed Contract shall have effect unless given in writing and shall not prejudice the exercise of any future rights available to that party.
- 26.5. This Deemed Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. The Parties submit to the exclusive jurisdiction of the English courts in respect of any claim or matter arising from or in connection with this Deemed Contract.

## GLOSSARY

In this Deemed Contract the following expressions have the following meanings:

“1991 Act”	Means the Water Industry Act 1991
“Affiliate”	Means company which, in relation to another company, is (a) its subsidiary or holding company or (b) a subsidiary of any such holding company, and for the purposes of this definition “company” includes any body corporate wherever incorporated and “subsidiary” and “holding company” have the meanings given to them in section 1159 of the Companies act 2006.
“Applicable Laws”	Means (a) Any and all applicable laws, statutes, orders, rules, regulations, directives, edicts, bye-laws, schemes, warrants, other instruments made under any statute, any exercises of the royal prerogative and mandatory guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, together with any other similar instrument or provision having legal effect or any binding decisions or judgments of a court or Regulatory Body (except to the extent that the Wholesaler or Supplier is unable to comply with such judgment during the process of any relevant appeal) in the relevant circumstances; and  (b) any relevant industry codes, policies, guidance, standards, licences or directions, issued by a Regulatory Body that are in force from time to time and which have an influence on the Services that we provide to you, including for the avoidance of doubt the Customer Protection Code of Practice for non-household retailers.
“Business Day”	Means any day from Monday to Friday inclusive excluding statutory holidays and other public holidays
“Charge(s)”	Means the charge levied by us for the provision of Services and Value Add Services in accordance with the Price Conditions.
“Confidential Information”	Means all information not publicly known, used in or otherwise relating to the relevant Party’s business, customers, or financial or other affairs, (in whatever form that may take) obtained by a Party as a result of negotiating and entering into or performing this Contract whether or not labelled or designated as confidential but excluding Personal Data.
“Credit Support”	Means a cash deposit, letter of credit, guarantee, performance bond, and/or escrow agreement
“Deemed Contract”	Means these terms and conditions in this agreement
“Data Protection Legislation”	Data Protection Legislation means the Data Protection Act 2018 and the Retained General Data Protection Regulation, Retained Regulation (EU) 2016/679 (as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018) as amended from time to time, and all applicable laws and regulations relating to processing of personal data and privacy.
“Eligible Premises”	Means as per the definition in the Wholesale Retail Code, which is “premises which are not household premises and which may be identified as eligible premises in light of any Eligibility Guidance” (as also defined in the Wholesale Retail Code).
“Exit Regulations”	Means the Water and sewerage Undertakers (Exit from Non-Household Retail Market) Regulations 2016
“Force Majeure Event”	Means acts, events, omissions or accidents beyond a Party’s reasonable control
“Insolvency Event”	Means Any form of bankruptcy, winding up, dissolution, administration, administrative or other receivership, moratorium, insolvency proceedings, voluntary or other arrangements with creditors, enforcement of security, legal process, distress or repossession or anything similar outside England and Wales.
“Interim Supply Code”	Means the Interim Supply Code Issued by the Water Services Regulation Authority pursuant to sections 63AF and 1100 of the Act effective on 1 April 2017
“Micro-business”	Means a non- household customer where the number of employees is less than ten (10).
“Ofwat”	Means the Water Services Regulation Authority (the regulator of the water industry in England and Wales)

“Party” and “Parties”	Means a party to this Contract being either or both of you and us
“Privacy Policy”	Our policy setting out how we deal with your personal information, available at <a href="http://www.wave-utilities.co.uk">www.wave-utilities.co.uk</a>
“Price Conditions”	Means the price conditions available on our website ( <a href="https://www.wave-utilities.co.uk/advice-guidance/faq/faqs-what-are-my-current-contract-prices-terms-conditions">https://www.wave-utilities.co.uk/advice-guidance/faq/faqs-what-are-my-current-contract-prices-terms-conditions</a> ) or as otherwise notified to you by us.
“Regulatory Body”	Means any government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any of our affairs. This includes, without limitation: <ul style="list-style-type: none"> <li>• The Water Services Regulation Authority (Ofwat)</li> <li>• Market Operator Services Limited (MOSL)</li> <li>• Competition and Markets Authority (CMA)</li> <li>• Environment Agency (EA)</li> <li>• Drinking Water Inspectorate (DWI)</li> <li>• Health and Safety Executive (HSE)</li> <li>• Department for the Environment, Food and Rural Affairs (DEFRA)</li> </ul>
“Services”	Means water services and/or sewerage services and/or trade effluent services and any water efficiency services
“Service Standards”	Means the Guaranteed Service Standards document available from <a href="https://www.ofwat.gov.uk/wp-content/uploads/2017/03/The-guaranteed-standards-scheme-GSS-summary-of-standards-and-conditions.pdf">https://www.ofwat.gov.uk/wp-content/uploads/2017/03/The-guaranteed-standards-scheme-GSS-summary-of-standards-and-conditions.pdf</a>
“Special Category Data”	Means sensitive personal data as defined in the Data Protection Legislation.
“Standard Terms”	Means the terms and conditions contained in this document.
“Start Date”	Means the date that we start to supply the Services to you at the Premises
“Supply Point”	Means the point in respect of the Eligible Premises at which water and/or wastewater services are provided
“we”, “us”, “our”	Means Anglian Water Business (National) Limited, trading as Wave incorporated in England and Wales of company number 03017251, with its registered office at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ.
“Wholesaler”	Means the company (or companies) which own, control and maintain the water and/or sewerage network in the geographic area relevant to your supply.
“you”, “your”	Means the entity or individual in receipt of the Services