

## **Scheme of Terms and Conditions for Transferred Customers for the Supply of Water and Sewerage Services**

The Terms below explain how we will provide you with the Services in relation to your Transferred Premises. If you are unsure about the meaning of a word or phrase, a Glossary of terms is provided at Clause 19.

### **1. Scheme**

- 1.1. This Scheme applies to any Transferred Premises in the Northumbrian Water Limited (NWL) Supply Area that have been transferred to us as part of their Retail Exit from the non-household water retail market.
  - 1.1.1. This Scheme is made under Regulation 29 of the Retail Exit Regulations, and the Retail Exit Code. It is a statutory Scheme and applies to any Transferred Premises until terminated according to Clause 13.
- 1.2. Your Services provided by the Exiting Undertaker, prior to the Retail Exit Date, will continue but will be provided through us, under the Terms of this Scheme.
- 1.3. This Scheme consists of three parts and if there is a conflict between any of the terms of the Scheme, the following order of priority applies:
  - 1.3.1. First: these Terms and Conditions;
  - 1.3.2. Second: the Price Conditions; and
  - 1.3.3. Third: the Service Standards.
- 1.4. You will comply with all laws, permits, authorisations and consents which are applicable to your receipt of the Services.
- 1.5. Nothing in this Scheme prevents a Party to it from acting in accordance with any law of England and Wales.

### **2. COMMENCEMENT**

- 2.1. This Scheme commences on the Retail Exit Date, 1 April 2017. This date is referred to as the Start Date.
- 2.2. We will begin providing the Services for each Transferred Premises from the Start Date, taking over the Services from Northumbrian Water Limited.
- 2.3. This Scheme shall continue until one of the following conditions applies:
  - 2.3.1. You choose to terminate your Services under this Scheme by choosing a different retailer to provide your Services;
  - 2.3.2. You choose to terminate your Services under this Scheme by negotiating a Contract with us to provide your Services;
  - 2.3.3. You no longer occupy any Eligible Transferred Premises in the NWL Area of Supply.
- 2.4. We will review the terms of the Scheme and the Price Conditions from time to time, in line with the provisions set out in Clause 16 of these Standard Terms.

### **3. SERVICE**

- 3.1. We will provide the Services to you at any Transferred Premises which you occupy from the Start Date.
- 3.2. You will 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 Transferred Premises; 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 Transferred Premises will be temporarily or permanently increased or 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 Transferred 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, we may require you to reduce your demand for water or reliance on the sewerage system (as appropriate) and you will need to comply with this requirement.
- 3.5. If you anticipate that your demand for the Services will significantly increase or decrease, you should contact us as soon as you can to provide us with the details of this anticipated change.
- 3.6. 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.
- 3.7. In addition to the Services provided, we can also provide a range of Value Add Services. If you choose to receive any of these Value Add Services, they will be set out in a separate Contract Supply Schedule and Charges applied accordingly.

### **4. CHARGES**

- 4.1. In consideration for the provision of the Services and any Value Add Services, you will pay all Charges from the Start Date. Charges will accrue under this Scheme until it has been validly terminated. Details about the basis on which Charges are made can be found in the Price Conditions.
- 4.2. Different tariffs under the Price Conditions may be applicable to your Transferred Premises over time. We will update your Charges from time to time and as appropriate to reflect the tariff charged by the Wholesaler.
- 4.3. Our Charges will be reviewed periodically on the basis described in Retail Exit Code and under this Clause 4 and Clause 16 of these Terms.
- 4.4. We will publish details of any changes to our Charges on our website, before the changes take effect, and we will also provide you with notice of any such changes, including the date when the amended Charges will take effect.
- 4.5. We may review our Charges at any time if any information provided by you to us, and used in calculating the Charges, is untrue, incomplete or inaccurate.
- 4.6. Any adjustment to charges will apply from the date the change becomes applicable, or the date the relevant Wholesaler is informed if the change affects wholesale charges. Any retrospective adjustments will be completed in line with our Backdating Policy.
- 4.7. Our Backdating Policy applies where we discover that you have been billed incorrectly for all, or part, of your water and/or sewerage service. We reserve the right to make

retrospective adjustments, subject to the time limit as prescribed in Ofwat's Customer Protection Code of Practice for non-household retailers. This sets out that we cannot recover charges for any period for which the Final Settlement Report has been provided by the Market Operator. This makes the limit 16 months. Subject to this, adjustments will be handled in the following manner:

- 4.7.1. If the adjustment is in your favour, we will always make retrospective adjustments subject to these being agreed with the relevant Wholesaler.
- 4.7.2. If the adjustment is in our favour, we will backdate the charges unless there is clear evidence in the circumstances of avoidable failure or error on our part.
- 4.8. 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 Scheme. This includes our recovery of unpaid Charges, any costs associated with disconnection/reconnection of Transferred Premises, your failure to keep appointments, your failure to provide access and your damage to, and/or tampering with, metering equipment. Details of such charges can be found on our website.
- 4.9. Wholesalers may request one-off charges from us for activities carried out by them in relation to the Services provided to you. You will reimburse us for any such charges where requested, plus an appropriate administration charge applied by us.
- 4.10. 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.
- 4.11. All amounts payable under this Scheme are expressed to be exclusive of any applicable Value Added Tax (VAT). VAT may therefore be payable (at the appropriate rate for you) under this Scheme.

## **5. INVOICING AND PAYMENT**

- 5.1. We are entitled to issue you with invoices detailing the Charge for the Services and any other sums due under this Scheme. The frequency of these invoices will be:
  - 5.1.1. For unmeasured Transferred Premises – annual, usually prior to the beginning of any Charging Year.
  - 5.1.2. For measured Transferred Premises – either six monthly, quarterly or monthly.
- 5.2. The method of issuing invoices are as follows:
  - 5.2.1. Via post
  - 5.2.2. Via email
  - 5.2.3. Via Electronic Data Interface
- 5.3. Invoices will be issued using the same method as immediately prior to the Start Date, until an alternate method is chosen by you, or the method is no longer available. Should the available methods of invoicing change we will inform you to discuss alternate methods of invoicing.
- 5.4. Payments will be made by you for the amounts that we specify on the invoice. You shall pay using the method of payment agreed with us. Initially at the Start Date the method of paying applying immediately before the Start Date will continue to be applies, unless you choose otherwise.
- 5.5. The methods for making payments are as follows:

- 5.5.1. Direct Debit
- 5.5.2. Credit or Debit Card
- 5.5.3. BACS or CHAPS
- 5.5.4. PayPoint
- 5.5.5. At your bank
- 5.5.6. Cheque
- 5.6. You should provide details of the United Kingdom bank account that you wish any payments due from us to be paid to you.
- 5.7. 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 you for under the Scheme.
- 5.8. Each invoice should be paid by you within fourteen (14) working days of the date of the invoice and you will pay the Charges and/or additional costs as shown on the invoice without deduction, withholding, set-off or counterclaim.
- 5.9. 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 5.8, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.10. If payment is not made by the due date, pursuant to Clause 5.8, 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 disconnect your water supply in accordance with Clause 11.2.4.
- 5.11. We may trace your whereabouts and recover debts from you if you have received Services from us but have not made payments for those Services on the due date for payment.
- 5.12. You may raise a dispute in relation to any invoice, using the disputes process in Clause 15. Should you raise a dispute, you may withhold no more than 25% of the disputed charge pending the resolution of the dispute.
- 5.13. 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, up to a maximum of sixteen (16) months after the amounts became due.

## **6. CREDIT SUPPORT**

- 6.1. 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 Scheme.
- 6.2. If we require you to put Credit Support in place on or after the Start Date, the Credit Support must be provided within fourteen (14) days.
- 6.3. We reserve the right to ask the provider of the Credit Support to provide written proof of funds in a form satisfactory to us.
- 6.4. 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 Scheme. Any replacement Credit Support must be satisfactory to us.

## **7. QUALITY AND STANDARDS**

- 7.1. We are authorised to provide Services under the terms of our licences issued by Ofwat. We shall provide Services as set out in the Scheme Supply Schedule with reasonable care and in line with all Applicable Laws.
- 7.2. The minimum standard of the Service that we provide to you is guaranteed by our Service Standards. If we fail to meet these standards, we will pay compensation to you in accordance with these standards. These Service Standards (and compensation rules) are available on our website at [www.nwgb.co.uk](http://www.nwgb.co.uk).

## **8. METERING**

- 8.1. This section applies where one or more meters are installed measuring the volume of any water delivered to your Transferred Premises or measuring discharges from your Transferred Premises (where relevant).
- 8.2. Any meter that is not your private meter is owned by the Wholesaler and all legal obligations and rights associated with the Wholesalers meters, such as maintenance and assessment of accuracy of the meter, remain with the Wholesaler.
- 8.3. 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 for your Transferred Premises.
- 8.4. If any operations or meter services require to be carried out on the meter installed for your Transferred 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.
- 8.5. In order to provide you with at least one accurate invoice per year, your meter will require to be read either by you, or by (or on behalf of) us. Any meter owned by you involved in calculating Charges will also be required to be read. In addition to this, we (or a party contracted by us) will read your meter at the frequency stated in Clause 8.6 and you consent to your meter being read in this way.
- 8.6. Usually meter readings will be planned to be carried out at the same frequency as prior to the transfer. If a regular meter reading is missed for any reason an estimated read will be used to calculate Charges. Ad-hoc meter reads may also be carried out from time to time for either verification or additional information.
- 8.7. Please give advance notice of any device(s) you are considering fitting to any metering equipment. It is a legal requirement that you do not fit any device(s) to any metering equipment without the consent of the Wholesaler. Once you contact us we will assist you in obtaining the Wholesaler's consent.
- 8.8. You should not intentionally or recklessly damage or interfere with the meter for your Transferred Premises. Interfering with your meter includes (but is not limited to) tampering with it in order to prevent the meter from showing the volume of water supplied, or sewage discharged from, the Transferred Premises. If you breach this Clause 8.8 you will be liable for any loss caused as set out in Clause 4.6.

## **9. CONFIDENTIALITY**

### **Confidentiality**

- 9.1. Except as permitted by this Scheme, or required by law or any governmental or Regulatory Body, each Party undertakes to the other that it will not:

- 9.1.1. disclose any Confidential Information to any person except with the prior written consent of the other Party;
  - 9.1.2. use any Confidential Information for its own purposes or for any purposes other than the purpose of this Scheme; or
  - 9.1.3. cause or permit any unauthorised disclosure of any Confidential Information.
- 9.2. 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) any 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.
- 9.3. The provisions of Clauses 9.1.1 to 9.2 will continue to apply for 2 years after termination of this Scheme.

## DATA PROTECTION

- 10.1. Clause 10 together with our Privacy Policy, available at [www.nwgb.co.uk](http://www.nwgb.co.uk), (as amended from time to time) set 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 Scheme and/or the provision of the Services. Please note that you will be responsible for ensuring that you have obtained from your employees, officers, agents, partners and other representatives all consents and that you have all legal authorisations that are required for us to process their Personal Data (which may include, without limitation, Sensitive Data) in order to perform our obligations and to exercise our rights under the Scheme. Personal data that you provide to us is referred to as your Personal Data.
- 10.2. We (and any of our Affiliates) may use, process and disclose your Personal Data in accordance with our Privacy Policy and also for the following purposes:
- 10.2.1. to create, defend or enforce legal and/or contractual rights, including in connection with any legal proceedings; and/or
  - 10.2.2. to promote and/or protect the health and safety of the public (including in an emergency situation) or in the interests of national security.
- 10.3. We may share your 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 and also:
- 10.3.1. With the Wholesaler and/or any other person that is engaged by the Wholesaler in connection with the provision of the Services to you;
  - 10.3.2. With Market Operator Services Limited, the company whose functions include facilitating the choice of supplier for non-household customers;
  - 10.3.3. With any buyer or potential buyer of all or any part of our business, assets and/or shares; and/or
  - 10.3.4. our professional advisors.
- 10.4. The parties acknowledge that for the purpose of the Data Protection Legislation, you are the data controller and we are the data processor (where data controller and data processor have the terms as defined in Data Protection Legislation).

The table below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject (as defined in the Data Protection Legislation)

Nature of Processing	The subject matter and duration of the processing of Personal Data are in relation to the supply of water and sewerage services (and any associated services including but not limited to energy or value added services) during the term of this Scheme
Purpose of Processing	The purpose of the processing of personal data is to enable us to fulfil our contractual obligations
Duration of Processing	During the term of this Scheme
Types of Personal Data	Name, email address, job title and telephone numbers of individuals
Categories of Data Subject	You, where the you are a sole trader, or your directors, officers, partners, employees, consultants and representatives

10.5 Without prejudice to the generality of clauses 10.1-10.4, we shall in relation to any Personal Data processed in connection with the performance of our obligations under this Scheme:

10.5.1 process that Personal Data only on your written instructions unless we are required by applicable laws to otherwise process that Personal Data.

10.5.2 ensure that we have in place technical and organisational measures to protect against (i) unauthorised or unlawful processing of Personal Data and (ii) against accidental loss or destruction of, or damage to, Personal Data. These measures shall be proportionate to the harm that might result from the unauthorised or unlawful processing or accidental loss or destruction of, or damage to the Personal Data, and we shall have regard to technological development and the cost of implementing any measures. Those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

10.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential

10.5.4 not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled: (i) appropriate safeguards have been provided in relation to the transfer; (ii) the data subject has enforceable rights and effective legal remedies; (iii) we provide an adequate level of protection to any Personal Data that is transferred; and (iv) we comply with any reasonable instructions notified in advance by you in connection with the processing of the Personal Data;

10.5.5 provide assistance to you (at your cost) in respect of any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.5.6 notify you without undue delay in the event of a Personal Data breach;

10.5.7 at your written direction, delete or return Personal Data and copies thereof to you on termination of the Scheme unless required by applicable law to store the Personal Data;

10.5.8 maintain complete and accurate records and information to demonstrate our compliance with this clause 10, and allow for audits by you or your designated auditor.

10.5.9 if we engage a sub-contractor for the carrying out of processing activities on our behalf, we will ensure that the same data protection obligations are imposed on the sub-contractor by way of a written and legally binding contract, in particular with regard to providing sufficient guarantees to implement technical and organisational measures. We shall remain fully liable to you for the performance of the sub-contractor's obligations.

- 10.6 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.

## **10. ADDITION OR REMOVAL OF TRANSFERRED PREMISES**

- 10.1. The list of Transferred Premises receiving Services shall be those at the Start Date unless:
- 10.1.1. You would like to add any further Transferred Premises to receive Services. You should do this by writing to us. Only those Transferred Premises in the NWL Supply Area are eligible to be supplied under this Scheme. Any Eligible Premises outside the NWL Supply Area will require a separate Contract. We will advise you of any information you will need to provide to support your request.
  - 10.1.2. You vacate any of the Transferred Premises.
  - 10.1.3. Your Transferred Premises are found not to be Eligible Premises or the use of your Transferred Premises changes such that it is no longer an Eligible Premises.
  - 10.1.4. If you move premises within the NWL Area of Supply, that premises may be eligible to be supplied under this Scheme.

## **11. DISCONNECTION**

- 11.1. In the event that any of the scenarios in Clause 11.2 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.
- 11.2. We reserve the right to stop providing the Services and disconnect your water supply at any, or all, of the Transferred Premises, if:
- 11.2.1. requested by you because any, or all, of the Transferred 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;
  - 11.2.2. you make illegal use of the water services, such as theft by bypassing or interfering with a meter, or making an unauthorised connection to the main;
  - 11.2.3. you are in breach of any legislation, including the Water Industry Act 1991 and any regulations made pursuant to, or consents issued under, that legislation;
  - 11.2.4. payment of the Charges is not made following notice in line with Clause 5.10;
  - 11.2.5. disconnection is required in order to perform works on the network; or
  - 11.2.6. disconnection is required in order to prevent contamination.
- 11.3. We shall not be entitled to disconnect your supply if your Transferred Premises are of a type set out at Schedule 4A of the Water Industry Act 1991.
- 11.4. In addition to the disconnection rights within this Clause 10, we also reserve the right to terminate your Scheme in line with the terms of Clause 13.
- 11.5. You may be required to reimburse us for any costs associated with the disconnection or reconnection of Transferred Premises under this Clause 11, in line with the terms of Clause 4.6.

## **12. LIMITATION OF LIABILITY**

- 12.1. Subject to Clauses 7.2 and 12.2, our total liability in Scheme, tort (including negligence and breach of statutory duty), misrepresentation or otherwise in relation to the Scheme is limited to fifty thousand pounds (£50,000).
- 12.2. Nothing in the Scheme will exclude or limit either Party's liability:
- 12.2.1. in respect of their payment obligations hereunder; or
  - 12.2.2. for fraud, death or personal injury caused by its negligence or any other liability that may not be excluded or limited as a matter of law in England and Wales.



## **13. TERMINATION**

- 13.1. We may terminate this Scheme immediately by notice if:
  - 13.1.1. Your Transferred Premises are found not to be Eligible Premises or the use of your Transferred Premises changes such that it is no longer an Eligible Premises.
- 13.2. This Scheme may be terminated by you at any time, with no termination charge or fee. A Termination Date must be provided. Where you terminate your supply under this Scheme you will be liable to us for Charges up to the Termination Date.
- 13.3. Each Party's further rights and obligations will cease immediately on termination, except Clauses 1.5, 2.3, 4, 5, 6.1, 8.4, 9, 12, 13.3, 13.4, 14.3, 17 and 18 which will remain in full force and effect after termination of this Scheme.
- 13.4. Termination of the Scheme will not affect the rights, duties and liabilities of the Parties that accrued prior to termination.

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

- 14.1. We may assign, charge, or otherwise transfer this Scheme to anyone who is authorised to provide the Services without your prior written consent. If this happens, we will provide prompt notice of the same to you.
- 14.2. We may sub-contract any of our obligations under this Scheme without your prior written consent.
- 14.3. Except as otherwise stated the Parties to this Scheme do not intend that any of its terms will be enforceable as a third party right by any person not a party to it.

## **15. DISPUTES**

- 15.1. Any complaints 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 ([www.nwgb.co.uk](http://www.nwgb.co.uk)).
- 15.2. If, after following our standard complaints procedure under Clause 15.1, you are still unsatisfied with the outcome of your complaint and wish advice regarding your Services or to make a complaint, you may choose to contact the Consumer Council for Water (CCWater). Any complaint made through the CCWater may be referred to the Water Redress Scheme (WATRS) for determination. Further information can be found at [www.ccwater.org.uk](http://www.ccwater.org.uk) and [www.watrs.org.uk](http://www.watrs.org.uk).

## **16. REVIEW AND VARIATION**

- 16.1. We will conduct periodic reviews and may vary the terms of this Scheme, as allowed under Regulation 29 of the Retail Exit Regulations on the basis set out in these Terms. The Price Conditions will be reviewed at least annually, following the provisions allowed in the Retail Exit Code.
- 16.2. We may be required to update this Scheme in order to comply with changes to any Applicable Laws or our interpretation of them, or under the direction of a Regulatory Body. In such cases, any variations to the Scheme shall be effective from the date that the change in Applicable Laws takes effect, or on a date we otherwise specify.
- 16.3. In circumstances not mentioned in Clause 16.1 or 16.2 where we propose to vary the terms of the Scheme we shall give you thirty (30) days' notice of the proposed variation.

## **17. FORCE MAJEURE**

- 17.1. Neither Party will be in breach of this Scheme, nor liable for any failure or delay in performance of any of its obligations for any, or all of, the Transferred Premises (other than the obligation to make payment of Charges due) under this Scheme caused by a Force Majeure Event, provided that:
  - 17.1.1. it notifies the other Party within seven (7) Business Days, of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
  - 17.1.2. 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;

17.1.3. it has used reasonable endeavours to mitigate the effect of the Force Majeure Event;  
and

17.1.4. we will continue to provide the Services to any Transferred Premises that are not  
affected by the Force Majeure Event.

## **18. GENERAL**

- 18.1. This Scheme constitutes the entire agreement between the Parties and replaces any previous agreement, understanding or arrangement of any nature between the Parties relating to the subject matter of this Scheme. In particular, this Scheme replaces all previous Charges Schemes published by Northumbrian Water Limited or NWG Business Limited.
- 18.2. 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.
- 18.3. If any Clause or part of this Scheme is found to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Scheme and this will not affect any of the other provisions of this Scheme which will remain in full force and effect.
- 18.4. Any waiver of any breach of, or default under, this Scheme will only be effective if made in writing and will not be deemed to be a waiver of any subsequent breach or default of this Scheme. Any failure or delay on the part of any Party to exercise any right or remedy conferred under this Scheme or otherwise will not in any circumstance operate as a waiver, and any single or partial exercise of any right or remedy will not preclude or restrict the further exercise of any such right or remedy.
- 18.5. This Scheme and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with English law. Subject to Clause 14.3, 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 Scheme.

## 19. GLOSSARY

In this Scheme the following expressions have the following meanings:

1991 Act	Means the Water Industry Act 1991.
Affiliate	A 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" has the meanings given to them in section 1159 of the Companies Act 2006.
Applicable Law(s)	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.
Business Day	Any day which is not a Saturday, a Sunday or a public holiday on which banks in London are open for normal banking business.
Charge	The charge levied by us for the provision of Services and Value Add Services in accordance with the relevant section in the Price Conditions.
Charging Year	Any year running from 1 April to 31 March.
Code	The wholesale-retail code issued by the Water Services Regulation Authority, known as Ofwat, under sections 66DA and 117F of the Water Industry Act 1991.
Confidential Information	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 Scheme whether or not labelled or designated as confidential but excluding Personal Data.
Scheme	This Scheme, comprising the Price Conditions and the Standard Terms, and any other information relied on by these documents.
CRA	Means a licensed credit reference agency.
Credit Support	A cash deposit, letter of credit, guarantee, performance bond and/or escrow arrangement.

Data Protection Legislation	The Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the General Data Protection Regulation (2016/679/EC).
Disputing Party	The Party that wishes to commence a dispute under Clause 15.3.
Eligible Premises	Means any non-household premises, as defined in the Water Industry Act 1991 section 17A.
Force Majeure Event	Acts, events, omissions or accidents beyond a Party's reasonable control.
FPA	Means a licensed fraud prevention agency.
Insolvency Event	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.
Micro-business	A non- household customer where the number of employees is less than ten (10).
Non-household	Any premises meeting the definition set out in the Water Industry Act 1991 section 17C.
Ofwat	The Water Services Regulation Authority (Ofwat), the economic regulator of the water industry in England and Wales.
Our Website	Any reference to our website should be read as a reference to <a href="http://www.nwgb.co.uk">www.nwgb.co.uk</a>
Party, Parties	A party to this Scheme being either, or both, of you and us.
Personal Data	Has the meaning in the Data Protection Legislation.
Privacy Policy	Our standard policy for dealing with your personal and Confidential Information, available on our website.
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 Scheme or any of our affairs. This includes, without limitation: <ul style="list-style-type: none"> <li><input type="checkbox"/> The Water Services Regulation Authority (Ofwat)</li> <li><input type="checkbox"/> Market Operator Services Limited (MOSL)</li> <li><input type="checkbox"/> Competition and Markets Authority (CMA)</li> <li><input type="checkbox"/> Environment Agency (EA)</li> <li><input type="checkbox"/> Drinking Water Inspectorate (DWI)</li> <li><input type="checkbox"/> Health and Safety Executive (HSE)</li> <li><input type="checkbox"/> Department for the Environment, Food and Rural Affairs (DEFRA)</li> </ul>
Retail Exit Code	The Retail Exit Code as published by Ofwat.
Retail Exit Regulations	The Water and Sewerage Undertakers (Exit from Non-household Retail Market) Regulations 2016 SI2016:0644.
Sensitive Data	Means sensitive personal data as defined in the Data Protection Act 1998 or the special categories of data referred to in Article 9 of the General Data Protection Regulation.

Scheme of Terms & Conditions  
Transferred Customers

Services	Means water services and/or sewerage services and all retail services, including such items as billing, contact, metering reading.
Service Standards	Our Service Standards document which is available from our website.
SME	Small and Medium Sized Enterprise – specifically, a non-household customer with less than 20 properties and / or Scheme revenue less than £20,000 per annum.
Standard Terms	These Clauses 1 – 0.
Start Date	The date where we shall provide services for each Transferred Premises, which will be the Retail Exit Date, 1 April 2017.
Supplier	A supplier of water and/or sewerage services.
Transferred Premises	Any premises transferred from Northumbrian Water Limited to NWG Business Limited as part of the Retail Exit process and defined in the NWL Transfer Scheme.
Termination Date	The date provided to us by the Customer, or the date on which responsibility for the supply is transferred to another Licenced Retailer and notified to us by the other retailer.
Value Add Services	Any value added services set out in the Scheme Supply Schedule.
we, us, our	Anglian Water Business (National) Limited, incorporated in England and Wales with company number 03017251, with its registered office at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ. As part of the Wave joint venture, on 1 September 2018 NWG Business Limited transferred its company to Anglian Water Business (National) Limited
Wholesaler	The company (or companies) which owns, controls and maintains the water and/or sewerage network relevant. This is Northumbrian Water Limited (covering the Northumbrian Water and Essex & Suffolk operating areas) for the purposes of this Scheme.
you, your, Customer	The person identified as the customer of the Transferred Premises.