



**Anglian Water Business (National) Limited**  
**Standard Terms and Conditions for the Supply of Water**  
**and Sewerage Services to Business Customers in Scotland**

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

## **1. CONTRACT**

- 1.1. For the purposes of this Contract you confirm that any Premises to be provided Services is an Eligible Property and you own or occupy these Premises. You agree to promptly notify us of any changes which may result in the Premises no longer being considered an Eligible Property. Where the Customer comprises more than one person, for the avoidance of doubt, the Customer's obligations shall be joint and several.
- 1.2. You confirm that:
  - 1.2.1. you have all necessary authority, power and capacity to enter into and perform this Contract; and
  - 1.2.2. all necessary actions have been taken by you to enter into this Contract properly and lawfully.
- 1.3. If there is a conflict between any of the terms of the Contract, the following order of priority applies:
  - 1.3.1. First: any form of agreement entered into between the parties setting out any special conditions;
  - 1.3.2. Second: these Terms and 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 including without limitation any trade effluent consents, byelaws and to the extent that they are applicable Scottish Water's terms and conditions in relation to any meter at the Premises.
- 1.5. Nothing in this agreement shall preclude the exercise by us of any of our statutory powers under the Act or any other relevant legislation, regulations or directions or orders made by the WICS

## **2. TERM**

- 2.1. This Contract commences:
  - (i) On termination of an existing retail supply agreement;
  - (ii) Upon successful transfer of your Supply Point(s) to us where there is no negotiated retail supply agreement in place; or
  - (iii) Where you have been allocated to us because your premises have been newly identified as an Eligible Property, on the date that the Eligible Property is registered with us in the central market system operated by the market operator
- 2.4. We will review the terms of the Contract in line with the provisions of the Contract (for example, under Clause 19 of these Standard Terms).

### 3. SERVICES

- 3.1. We will provide the Services to you at the Premises from the date on which we are able to complete the switching process. You will provide any requested information we need in order for us to successfully complete the switching process.
- 3.2. You agree to provide us, Scottish Water and any authorised employees, subcontractors or agents of us and/or Scottish Water with:
  - 3.2.1. safe and unobstructed access, at all reasonable times, in order for us to provide the Services to you at the 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 Scottish Water that the supply of water to the 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 Premises is interrupted without you having received a notice from us under Clause 3.3, you should contact Scottish Water. If such an unplanned interruption occurs, Scottish Water (or us acting on behalf of Scottish Water) 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 the following circumstances arise:
  - (a) The provision of the Services is affected by an emergency event or any actions taken to prevent the emergency event, or limit the effects;
  - (b) The provision of the Services is affected by a Force Majeure Event;
  - (c) A drought order is made which overrides the terms of this Contract;
  - (d) The provision of the Services is affected by a network event; or
  - (e) Scottish Water 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 Scottish Water 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 Scottish Water shall be entitled to access the Premises without giving prior notice.

### 4. CHARGES

- 4.1. In consideration for the provision of the Services and any Value Add Services, you agree to pay all Charges from the Start Date. Charges will accrue under this Contract until it has been validly terminated. Unless otherwise agreed in writing Default Maximum Tariffs will apply to all Services provided by us to you.
- 4.2. Our Charges will be reviewed periodically on the basis of Clause 4 and Clause 19 of these Standard Terms, subject always to the Default Maximum Tariffs.
- 4.3. We may vary our Charges from time to time in accordance with any changes to charges made by Scottish Water subject to giving you 30 days prior notice to the changes taking effect (unless otherwise agreed).

- 4.4. 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.
- 4.5. 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 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. Scottish Water 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 an appropriate 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 Scottish Water), 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.

## 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 Premises), we are entitled to 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 Premises unless Scottish Water has determined that it is impracticable to fit a meter or the Premises do not receive a water supply from Scottish Water, in which case they will be charged the appropriate unmeasured charge in accordance with Scottish Water's policy in relation to metering and unmeasured charges. Generally unmeasured charges are based on either the 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 detailing the Charge for the Services and any other sums due under this Contract. If you require invoices to be submitted via an online third party portal, acceptance of this is at our absolute discretion, and subject to the agreement of any additional reasonable costs that we may incur in meeting this requirement. In the event that we need to change your invoicing frequency, we will give 30 days' notice prior to the change taking effect.
- 6.2. Payments will be made by you for the amounts that we specify on the invoice. You shall pay using the agreed method of payment. In addition, you should provide details of the United Kingdom bank account that you wish any payments due from us to be paid to you.
- 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 the Contract.
- 6.4. Unless otherwise agreed in writing, each invoice should be paid by you within fourteen (14) days of the date of the invoice and you agree to pay the Charges and/or additional costs as shown on the invoice without deduction, withholding, set-off or counterclaim.
- 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 6.4, 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 6.4, we reserve the right to, in accordance with the procedure set out in the Disconnections Document, stop providing the Services and disconnect your water supply in accordance with Clause 13.
- 6.7. You may raise a dispute in relation to any invoice, using the disputes process in Clause 18. Please contact us to let us know the amount in dispute and the reasons why you do not agree with the invoice no later than 7 days prior to the due date shown on your invoice. If you do raise a dispute, you may withhold no more than 25% of the disputed Charges pending the resolution of the dispute. Any undisputed amounts remain due and payable by the due date set out in Clause 6.4.

- 6.8. 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.
- 6.9 In the event that there is a recalculation of your Charges which results in us receiving a payment from Scottish Water, we will pass on this payment to you in the same proportion to which the recalculation affected your bill or invoice.
- 6.10 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 Scottish Water, on your behalf. We will not be liable for any failure of Scottish Water to provide logger data.
- 6.11 We reserve the right to allocate any payment or any credit balance to the outstanding Charges in respect of the 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.
- 6.12 Where we owe a credit to you under this Contract, we may set-off the credit against any amounts that you owe us under this Contract, or otherwise.

## **7. CREDIT SUPPORT**

- 7.1. At any time (including prior to the Start Date) we may require that you provide a means of Credit Support (which for the avoidance of doubt includes a refundable deposit) 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 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. We will advise you of the reasons why we reasonably believe Credit Support is required. 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.
- 7.2. If we require you to put Credit Support in place prior to the Start Date, we reserve the right to not begin to provide the Services to you until this Credit Support has been provided.
- 7.3. 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 of our request.
- 7.4. We reserve the right to ask the provider of the Credit Support to provide written proof of funds in a form satisfactory to us.
- 7.5. 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 Contract. Any replacement Credit Support must be satisfactory to us

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

## 8. QUALITY AND STANDARDS

- 8.1. We are authorised to provide Services under the terms of our licences issued by WICS. We shall provide Services with reasonable care and in line with all Applicable Laws.
- 8.2. 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>

## 9. METERING

- 9.1. You agree to provide us, Scottish Water and any authorised employees, subcontractors or agents of us and/or Scottish Water with safe and unobstructed access, at all reasonable times, to the meter installed for your Premises.
- 9.2. Unless we agree otherwise, any meter and metering equipment will be provided by and remain the property of Scottish Water. 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.
- 9.3. If any operations or meter services are required to be carried out on the meter installed for your Premises, you agree that us, Scottish Water and any authorised employees, subcontractors or agents of us and/or Scottish Water 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.
- 9.4. In order to comply with our obligations and to provide you with at least one invoice per year based on an actual meter reading, your meter will be read either by you, or by (or on behalf of) us. In addition to this, we (or a party contracted by us) will read your meter at the frequency set out in Applicable Laws and you consent to your meter being read in this way.
- 9.5. Please give advance written 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 Scottish Water. Once you contact us we will assist you in obtaining Scottish Water's consent. Additional costs may be incurred in accordance with clause 4.7.
- 9.6. You should not intentionally or recklessly damage or interfere with the meter(s) for your 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 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, Scottish Water or its authorised third parties.
- 9.7. 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.



## 10. CONFIDENTIALITY

- 10.1 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 10.
- 10.2. Except as permitted by this Contract, or required by law or any governmental or Regulatory Body, each Party undertakes to the other that it will not:
- 10.2.1. disclose any Confidential Information to any person except with the prior written consent of the other Party;
  - 10.2.2. use any Confidential Information for its own purposes or for any purposes other than the purpose of this Contract; or
  - 10.2.3. cause or permit any unauthorised disclosure of any Confidential Information.
- 10.3. We may disclose your Confidential Information to Scottish Water 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.
- 10.4. The provisions of this Clause 10 will continue to apply for 2 years after termination of this Contract.

## 11. DATA PROTECTION

- 11.1. Clause 11 together with our Privacy Policy, available at <https://www.wave-utilities.co.uk/privacy-policy> (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 Contract 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, Special Category Data) in order to perform our obligations and to exercise our rights under the Contract. Personal data that you provide to us is referred to as your Personal Data.
- 11.2. 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:
- 11.2.1. To create, defend or enforce legal and/or contractual rights, including in connection with any legal proceedings; and/or
  - 11.2.2. To promote and/or protect the health and safety of the public (including in an emergency situation) or in the interests of national security.
- 11.3. 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:
- 11.3.1. With Scottish Water and/or any other person that is engaged by Scottish Water in connection with the provision of the Services to you;

11.3.2. With Central Market Agency Limited, the company whose functions include facilitating the choice of supplier for non-household customers;

11.3.3. With any buyer or potential buyer of all or any part of our business, assets and/or shares; and/or

11.3.4. Our professional advisors.

11.4 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 nature 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 Contract. 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 Contract
Types of Personal Data	Name, address, email address, job title and telephone numbers of individuals
Categories of Data Subject	You, where you are a sole trader; or Your directors, officers, partners, employees, consultants, contractors, agents and representatives (as applicable).

11.5 Without prejudice to the generality of clauses 11.1-11.4, we shall in relation to any Personal Data processed in connection with the performance of our obligations under this Contract:

11.5.1 Process that Personal Data only on your written instructions unless we are required by applicable laws to otherwise process that Personal Data;



- 11.5.2 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);
- 11.5.3 Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 11.5.4 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;
- 11.5.5 Provide assistance to you (at your cost) in respect of any request from a Data Subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.5.6 Notify you without undue delay in the event of a Personal Data breach;
- 11.5.7 At your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required by applicable law to store the Personal Data;
- 11.5.8 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; and
- 11.5.9 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.
- 11.6 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.

## 12. ADDITION OR REMOVAL OF PREMISES

- 12.1. If you would like to add any further Premises to receive Services, you should do this by writing to us to request the additional Premises be added to your Contract. We will advise you of any information you will need to provide to support your request.
- 12.2. 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 Contract. We will advise you as soon as possible of the Start Date for providing Services to the Premises and any revisions to your Contract including our Charges. If there are any reasons that might prevent us from accepting your request, we will contact you to explain this.
- 12.3. If you wish any, or all of, the Premises to stop receiving Services under this 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, otherwise the agreement will continue in force (and Charges will remain payable in respect of the Premises) until the date we are notified that another owner or occupier has taken a supply at the Premises. We will endeavour to remove the Premises from receiving Services under this Contract within twenty (20) Business Days of receiving your notice, and provide any revisions to your Contract including our Charges.
- 12.4. In the event that you have any outstanding debts under this Contract, we may object to the removal of those 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.
- 12.5. The addition or removal of premises may require amendments to be made to the Contract including a variation of the Charge or payment of an administration charge. We will advise you of any such anticipated amendment before initiating the process under Clause 12.2 or 12.3 (as appropriate).
- 12.6. On completion of the addition or removal of premises under this Clause 12, the Contract and any obligations under it shall remain in force unless and until the Contract is terminated under Clause 16.

## 13. DISCONNECTION

- 13.1. In the event that any of the scenarios in Clause 13.2 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.
- 13.2. We reserve the right to stop providing the Services and disconnect your water supply (on either a temporary or permanent basis) at any, or all, of the Premises, if:
  - 13.2.1 payment of the Charges is not made following notice in line with the Disconnections Document;
  - 13.2.2 you refuse to provide a refundable security deposit; or
  - 13.2.3 you have denied us, our agents or contractors access to a water meter.

- 13.3 In addition, we reserve the right to stop providing the Services and disconnect your water supply at any, or all, of the Premises, if requested by you because any, or all, of the Premises no longer require 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.
- 13.4 We shall not be entitled to disconnect your supply if you are classified as a Sensitive Customer.
- 13.5 In addition to the disconnection rights within this Clause 13, we also reserve the right to terminate your Contract in line with the terms of Clause 16.
- 13.6 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 Scottish Water are satisfied that any breach of consents or legislation has been remedied and (iii) you pay the appropriate reconnection fee.
- 13.7. You may be required to reimburse us for any costs associated with the disconnection or reconnection of Premises under this Clause 13, in line with the terms of Clause 4.6.
- 13.8 If the water supply to the 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 Premises have been unoccupied whilst the Premises were disconnected.
- 13.9 All disconnections will be carried out in accordance with the Disconnections Document, including issuing a Disconnection Warning Notice where applicable.

#### 14. LIMITATION OF LIABILITY

- 14.1. Subject to Clauses 8.2, 14.2 and 14.3, each Party's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise in relation to the 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 Contract or (ii) fifty thousand pounds (£50,000).
- 14.2. Subject to Clause 14.3, 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 Contract was entered into. Subject to Clause 14.3 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.
- 14.3. Nothing in the Contract will exclude or limit either Party's liability:
- 14.3.1. In respect of their payment obligations hereunder; or
- 14.3.2. 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 Scotland.
- 14.4 If any act or omission of Scottish Water causes any loss or damage to you, our liability to you (if any) shall be limited to the amount we recover from Scottish Water.

- 14.5 Subject to the other provisions of this clause 14, any liability under this 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.
- 14.6 You are responsible for all internal plumbing within the Premises and the water supply pipe to the boundary of the Premises including any stop taps. In most cases Scottish Water has ownership of all pipework from the boundary of the 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 resulting loss of water or flooding at the 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.
- 14.7 You are responsible for any drains inside the boundary of your Premises. In most cases Scottish Water has ownership of all pipework from the boundary of the Premises. For the avoidance of doubt, you are responsible for the maintenance of your pipework, including leak detection, repair and replacement of the pipework, and resulting loss of sewage or flooding at the Premises.

## 15. WHOLESALE ALLOWANCES

- 15.1 Scottish Water has a policy of providing an allowance to customers where leakage occurs in customer pipework. If Scottish Water agrees to provide a reduction in its wholesale charges to us in respect of a leakage allowance at your Premises, we will apply a corresponding adjustment to our charges to you.
- 15.2 Scottish Water has a policy in relation to water used for fire fighting, testing and training and may allow an allowance where prescribed conditions are met.
- 15.3 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 Scottish Water on your behalf.
- 15.4 We will liaise with Scottish Water, and advise you if any additional information is needed to process your application. We cannot guarantee whether an allowance will be granted by Scottish Water, as this is at their discretion, based on Scottish Water's leakage allowance policy. 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.

## 16. TERMINATION

- 16.1. We may terminate this Contract immediately by notice if:
- 16.1.1. You are in material breach of your obligations under this Contract;

- 16.1.2. 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;
  - 16.1.3. Following a final notice for payment of an outstanding Charge, you fail to make the payment in the time specified in the final notice;
  - 16.1.4. You are subject to an Insolvency Event;
  - 16.1.5. Any Credit Support required under Clause 7 has not been provided by you; or
  - 16.1.6. 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.
- 16.2. This Contract may be terminated by you, immediately by notice, if:
- 16.2.1. We are in material breach of our obligations under this Contract;
  - 16.2.2. 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; and
  - 16.2.3. We are subject to an Insolvency Event.
- 16.3. 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.
- 16.4. Each Party's further rights and obligations will cease immediately on termination, except Clauses 1.4, 2.3, 4, 5, 6, 8, 13, 14, 16.4, 16.5, 16.6, 17.4, 18, 19 and 20 which will remain in full force and effect after termination of this Contract.
- 16.5. Termination of the Contract will not affect the rights, duties and liabilities of the Parties that accrued prior to termination.

## **17. ASSIGNATION AND THIRD PARTY RIGHTS**

- 17.1. You may not assign, charge, sub-contract or otherwise transfer the Contract, without our prior written consent (such consent not to be unreasonably withheld or delayed).
- 17.2. We may assign, charge, or otherwise transfer this 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.
- 17.3. We may sub-contract any of our obligations under this Contract without your prior written consent.
- 17.4. 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.

## **18. DISPUTES**

- 18.1. 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 (<https://www.wave-utilities.co.uk/advice-guidance/guide/compliments-and-complaints>).

- 18.2. If, after following our standard complaints procedure under Clause 20.1, 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 Scottish Public Services Ombudsman, and further information can be found at <https://www.spsso.org.uk/>. Any complaint 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>.

## 19. REVIEW AND VARIATION

- 19.1. We will conduct periodic reviews and may vary the terms of this Contract on the basis set out in these Standard Terms.
- 19.2. We may be required to update this Contract 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 contract shall be effective from the date that the change in Applicable Laws takes effect, or on a date we otherwise specify.
- 19.3. In circumstances not mentioned in Clause 19.1 or 19.2 where we propose to vary the terms of the Contract we shall give you thirty (30) days' notice of the proposed variation. You will be able to terminate or accept the Contract by giving notice to us within this period. If you provide no notice within this period you will have been deemed to have accepted the revised terms of the Contract.

## 20. NOTICE

- 20.1. Any notice, demand or communication in connection with this Contract should be delivered:
- 20.1.1. 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
- 20.1.2. By email, which contains in the subject heading the words "CONTRACT NOTICE", to the recipient's email address.
- 20.2. The notice, demand or communication is deemed properly served:
- 20.2.1. If delivered by hand, at the time of delivery; or
- 20.2.2. If sent by first class pre-paid post, guaranteed next day delivery, on the next Business Day after posting it; or
- 20.2.3. If sent by email, at the time of transmission of the email together with a receipt of successful delivery.
- 20.3. Clauses 20.1.2 and 20.2.3 (service by email) shall not apply to the service by you on us, of any proceedings or other documents in any legal action.

## 21. FORCE MAJEURE

- 21.1. Neither Party will be in breach of this Contract, nor liable for any failure or delay in performance of any of its obligations for any, or all of, the Premises (other than the obligation to make payment of Charges due) under this Contract caused by a Force Majeure Event, provided that:



- 21.1.1. 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;
- 21.1.2. 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;
- 21.1.3. It has used reasonable endeavours to mitigate the effect of the Force Majeure Event; and
- 21.1.4. We will continue to provide the Services to any Premises that are not affected by the Force Majeure Event.

## **22. GENERAL**

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

## GLOSSARY

In this Contract the following expressions have the following meanings:

“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 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”	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 (as applicable) .
“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.
“Contract”	Means this contract comprising the Price Conditions and the Standard Terms and any other information relied on by these documents.
“Credit Support”	Means a cash deposit, letter of credit, guarantee, performance bond, and/or escrow agreement
“Data Protection Legislation”	Means The Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulation (2016/679/EC) and the Data Protection Act 2018.
“Default Maximum Tariff”	Means the maximum tariffs that may be charged by water and sewerage providers in respect of providing for a default level of service, as published by WICS
“Disconnections Document”	Means the document issued by WICS pursuant to section 19 of the Act as in force from time to time and supplemented by any disconnections guidance published by the WICS from time to time which sets out process and procedure for disconnection of a water supply and the conditions which must be adhered to when a disconnection when a disconnection is sought.
“Eligible Property”	Means (a) in relation to the supply of water, premises which are (or are to be) connected to the public water supply system and (b) in relation to the provision of sewerage services or the disposal of sewerage premises which are (or are to be) connected to the public sewerage system;  being premises which are not dwellings within the meaning of Part II of the Local Government Finance Act 1992 (apart from the residential part of

	properties which are part residential within the meaning of that Part of that Act).
“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.
“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>
“Premises”	Means the site(s) in receipt of the Services
“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>• Water Industry Commission for Scotland (WICS)</li> <li>• Central Market Agency Limited (CMA Scotland)</li> <li>• Competition and Markets Authority (CMA)</li> <li>• Scottish Environment Protection Agency (SEPA)</li> <li>• Drinking Water Quality Regulator for Scotland (DWQR)</li> <li>• Health and Safety Executive (HSE)</li> <li>• Scottish Government</li> </ul>
“Scottish Water”	Means the wholesaler which owns, controls and maintains the water and/or sewerage network relevant to your supply
“Services”	Means water services and/or sewerage services and any Value Added Services
“Service Standards”	Means the Guaranteed Service Standards document available from <a href="https://www.wave-utilities.co.uk/advice-guidance/guide/wave-service-standards">https://www.wave-utilities.co.uk/advice-guidance/guide/wave-service-standards</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
“Value Add Services”	Means any value added services provided to you
“we”, “us”, “our”	Means Anglian Water Business (National) Limited, trading as Wave incorporated in England and Wales with company number 03017257, with its registered office at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ.
“WICS”	Means the Water Industry Commission for Scotland (the regulator of the water industry in Scotland)
“you”, “your”, “Customer”	Means the person identified as the Customer in receipt of the Services